BOARD OF SUPERVISORS
District 1 | **Kirsten Running-Marquardt**
District 2 | **Ben Rogers**
District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.gov

LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA

Wednesday, August 2, 2023
10 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today's agenda.

Consent Agenda

Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Reports

Receive and place on file Treasurer's Semi-Annual Settlement and Semi-Annual Report for January 1, 2023 – June 30, 2023.

Resolutions

Contract and Agreements

Approve and authorize Chair to sign the Linn County Children's Mental Health Assistance Program Fiscal Year 2024 Provider Agreement, for the period of July 1, 2023, through June 30, 2024, between Linn County and the following Agencies:

- Philautia Therapy, PLLC
- The Arc of East Central Iowa
- Associates for Behavioral Health
- Life Connections
- Lisa Ferretti LISW, LLC
- Families, Inc
- Brooke Arp PLC dba Envision Therapy Associates
- Alicia Berber LMHC LLC dba Guiding Light Christian Counseling Center
- Four Oaks Family and Children's Services
- Melissa Wehr
- Mount Vernon Family Counseling
- Mercy Medical Center, Cedar Rapids, Iowa
- Abbe Center for Community Mental Health
- Tanager Place
- PRK Williams, Inc dba To the Rescue

Approve and authorize Chair to sign a Linn County American Rescue Plan Act Grant Closeout Agreement between Linn County and Horizons, A Family Service Alliance for the New Iowan Collaborative – Transportation Program.

Approve and authorize Chair to sign a Linn County American Rescue Plan Act Grant Closeout Agreement between Linn County and Horizons, A Family Service Alliance for the Horizons, Neighborhood Transportation Service (NTS) Program.

Approve and authorize Phil Lowder to electronically sign a 3-year renewal contract between Linn County and Microsoft with Insight Public Sector as an agent effective July 1, 2023

Approve a lump sum architectural and engineering services proposal for $166,000 from Aspect, Inc. for the Linn County Correctional Center Isolation Cell Buildout Project and authorize the Chair to execute an acceptance of the proposal

Approve and authorize Chair to sign a Decat Regional contract DCAT4-24-019 Family Reunification Services between the Linn County Board of Supervisors and the Department of Health and Human Services, in the amount of $16,854.00 for Fiscal Year 2024, with the option of a one (1) year renewal.

Approve Risk Management and Human Resources Department to host the annual Employee Safety and Health Awareness Fair at the Harris Building on Thursday, September 21, 2023.

Approve and authorize the Chair to sign an Agreement for Services with Terracon Consultants, Inc. for a lump sum of $3,000 for a lead-containing paint survey at the Linn County Jean Oxley Public Service Center.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes--Discuss and decide on meeting minutes.

Claims--Discuss and decide on claims.

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

Correspondence

Appointments

Closed Session
The Board will enter into a closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.

SEMI-ANNUAL SETTLEMENT
BOARD OF SUPERVISORS
LINN COUNTY, IOWA
FROM January 1, 2023 through June 30, 2023

TREASURER: BRENT C. OLESON
AUDITOR: JOEL MILLER

I CERTIFY THE BELOW IS TRUE AND CORRECT PER CASH BOOK, AS OF 6/30/2023

COUNTY TREASURER

VERIFIED AND FOUND CORRECT AS OF 6/30/2023

COUNTY AUDITOR

2023 JUL 26 PM 1:08
LINN COUNTY AUDITOR

FUNDS	TREASURERS LEDGER BALANCE
AUTOMOBILE LICENSE	3,940,929.90
USE TAX	2,940,042.62
SURCHARGE	28,410.00
AMATEUR RADIO	55.00
BLACK OUT	56,876.00
BREAST CANCER	10.00
BRONZE STAR	25.00
CATTLEMAN'S	175.00
CHOOSE LIFE	30.00
ISU	245.00
U OF I	1,235.00
UNI	115.00
COLL MISC	315.00
PERS PLATE	2,033.00
DECAL	5.00
DUCKS UNLIMITED	30.00
EDUCATIONAL	10.00
EMS	0.00
EV/PHEV	12,596.63
FALLEN OFFICER	135.00
FIREFIGHTER	25.00
FLY OUR COLORS	1,184.00
GOD BLESS	105.00
GOLD STAR FAMILY	0.00
HERITAGE	35.00
IOWA AG LITERACY	0.00
LEGION OF MERIT	0.00
LOVE OUR KIDS	20.00
MOTORCYCLE RIDER	10.00
NATL GUARD	0.00
DNR	3,741.00
ORGAN DONOR PLATE	55.00
PEARL HARBOR	0.00
POW	0.00
PROFESSIONAL FIRE	15.00
PURPLE HEART	10.00
PWD	10.00
AIR FORCE	15.00
ARMY	205.00
COAST GUARD	10.00
MARINES	5.00
NAVY	45.00
SHARE THE ROAD	135.00
SHIRNERS	80.00
SILVER STAR	0.00
VETERANS	325.00
VETS CROSS/MEDAL	0.00
ANATOMICAL FUND	593.43
ADMINISTRATIVE	15.00
MAIL	23,326.00
NSF FEES	493.00
AUTO TRANSFERS	(131,000.00)
BANK SERVICE CHARGES	(657.34)
TOTAL	6,882,073.24

PARTICULARS		TOTAL AMOUNT
CASH IN BANK**SEE DEPOSITORIES BELOW		$6,945,996.17
SUCCEEDING YEAR DEPOSITS		
BANK SERVICE CHARGES		(657.34)
RECORDER'S ECOMM		11.95
OTHER ITEMS - DETAIL		
	UNCOLLECTED NSF'S	$4,736.66
	DEPOSIT UNRELATED TO BUSINESS	$111,800.78
	DEALER ESCROW	($179,814.98)
TOTAL CASH ON HAND AND IN BANKS		$6,882,073.24

BALANCE IN DEPOSITORIES AS FOLLOWS

NAME OF BANK	CHECKING	PROPERTY TAX	DEPOSITS IN-TRANSIT	ACH OUTSTANDING	CHECKS OUTSTANDING	TREASURER'S NET BALANCE
US BANK	$9,467,532.53	-$2,882,423.20	$374,212.95	-$319.00	-$13,007.11	$6,945,996.17
TOTAL CASH ON HAND AND IN BANKS	$9,467,532.53	($2,882,423.20)	$374,212.95	($319.00)	($13,007.11)	$6,945,996.17

TREASURER'S SEMI-ANNUAL REPORT

FOR PERIOD FROM JANUARY 1, 2023 THROUGH JUNE 30, 2023

PARTICULARS	PREVIOUS BALANCE	RECEIPTS	DISB.	BALANCE
AUTOMOBILE LICENSE	$3,535,552.00	$22,564,015.55	$22,158,637.65	$3,940,929.90
USE TAX	$2,255,598.49	$16,277,993.03	$15,593,548.90	$2,940,042.62
SURCHARGE	$19,345.00	$149,695.00	$140,630.00	$28,410.00
AMATEUR RADIO	$60.00	$445.00	$450.00	$55.00
BLACK OUT	$36,835.00	$322,128.00	$302,087.00	$56,876.00
BREAST CANCER	$30.00	$405.00	$425.00	$10.00
BRONZE STAR	$20.00	$215.00	$210.00	$25.00
CATTLEMAN	$50.00	$625.00	$500.00	$175.00
CHOOSE LIFE	$70.00	$120.00	$160.00	$30.00
ISU	$270.00	$1,645.00	$1,670.00	$245.00
U OF I	$873.00	$6,888.00	$6,526.00	$1,235.00
UNI	$56.00	$462.00	$403.00	$115.00
MISC COLL	$162.00	$1,274.00	$1,121.00	$315.00
PERSONALIZED	$1,378.00	$12,197.00	$11,542.00	$2,033.00
DECAL	$5.00	$50.00	$50.00	$5.00
DUCKS UNLIMITED	$45.00	$185.00	$200.00	$30.00
EDUCATION	$0.00	$115.00	$105.00	$10.00
EMS	$0.00	$25.00	$25.00	$0.00
EV/PHEV	$6,830.49	$65,633.13	$59,866.99	$12,596.63
FALLEN OFFICER	$65.00	$540.00	$470.00	$135.00
FIREFIGHTER	$25.00	$325.00	$325.00	$25.00
FLY OUR COLORS	$398.00	$4,197.00	$3,411.00	$1,184.00
GOD BLESS	$55.00	$565.00	$515.00	$105.00
GOLD STAR FAMILY	$0.00	$30.00	$30.00	$0.00
HERITAGE PLATE	$30.00	$55.00	$50.00	$35.00
IOWA AG LITERACY	$25.00	$30.00	$55.00	$0.00
LEGION OF MERIT	$0.00	$0.00	$0.00	$0.00
LOVE OUR KIDS	$25.00	$125.00	$130.00	$20.00
MC RIDER EDUCATION	$0.00	$135.00	$125.00	$10.00
NATIONAL GUARD	$10.00	$15.00	$25.00	$0.00
DNR	$2,695.00	$21,556.00	$20,510.00	$3,741.00
ORGN DONOR	$100.00	$295.00	$340.00	$55.00
PEARL HARBOR	$0.00	$0.00	$0.00	$0.00
POW	$0.00	$0.00	$0.00	$0.00
PROFESSIONAL FIRE	$15.00	$210.00	$210.00	$15.00
PURPLE HEART	$10.00	$210.00	$210.00	$10.00
PWD	$25.00	$90.00	$105.00	$10.00
AIR FORCE	$25.00	$155.00	$165.00	$15.00
ARMY	$10.00	$375.00	$180.00	$205.00
COAST GUARD	$0.00	$10.00	$0.00	$10.00
MARINES	$5.00	$30.00	$30.00	$5.00
NAVY	$10.00	$150.00	$115.00	$45.00
SHARE THE ROAD	$65.00	$770.00	$700.00	$135.00
SHRINERS	$10.00	$130.00	$60.00	$80.00
SILVER STAR	$0.00	$35.00	$35.00	$0.00
VET PLATES	$290.00	$2,040.00	$2,005.00	$325.00
VETS CROSS/MEDAL	$0.00	$5.00	$5.00	$0.00
ANATOMICAL FUND	$441.07	$3,283.31	$3,130.95	$593.43
ADMINISTRATIVE	$0.00	$165.00	$150.00	$15.00
MAIL PROCESSING	$18,644.00	$138,329.00	$133,647.00	$23,326.00
NSF	$425.00	$3,193.50	$3,125.50	$493.00
AUTO TRANSFERS	($131,000.00)	$0.00	$0.00	($131,000.00)
BANK SERVICE CHARGES	($657.34)	$0.00	$0.00	($657.34)
TOTAL	$5,748,925.71	$39,581,164.52	$38,448,016.99	$6,882,073.24

RECEIPTS	AMOUNT	DISBURSEMENTS	AMOUNT
ON HAND	$5,748,925.71		
AUTOMOBILE LICENSE	$22,564,015.55	AUTOMOBILE LICENSE	$22,158,637.65
USE TAX	$16,277,993.03	USE TAX	$15,593,548.90
SURCHARGE	$149,695.00	SURCHARGE	$140,630.00
AMATEUR RADIO	$445.00	AMATEUR RADIO	$450.00
BLACK OUT	$322,128.00	BLACK OUT	$302,087.00
BREAST CANCER	$405.00	BREAST CANCER	$425.00
BRONZE STAR	$215.00	BRONZE STAR	$210.00
CATTLEMAN	$625.00	CATTLEMAN	$500.00
CHOOSE LIFE	$120.00	CHOOSE LIFE	$160.00
ISU	$1,645.00	ISU	$1,670.00
U OF I	$6,888.00	U OF I	$6,526.00
UNI	$462.00	UNI	$403.00
MISC COLL	$1,274.00	MISC COLL	$1,121.00
PERSONALIZED	$12,197.00	PERSONALIZED	$11,542.00
DECAL	$50.00	DECAL	$50.00
DUCKS UNLIMTED	$185.00	DUCKS UNLIMITED	$200.00
EDUCATION	$115.00	EDUCATION	$105.00
EMS	$25.00	EMS	$25.00
EV/PHEV	$65,633.13	EV/PHEV	$59,866.99
FALLEN OFFICER	$540.00	FALLEN OFFICER	$470.00
FIREFIGHTER	$325.00	FIREFIGHTER	$325.00
FLY OUR COLORS	$4,197.00	FLY OUR COLORS	$3,411.00
GOD BLESS	$565.00	GOD BLESS	$515.00
GOLD STAR FAMILY	$30.00	GOLD STAR FAMILY	$30.00
HERITAGE PLATE	$55.00	HERITAGE PLATE	$50.00
IOWA AG LITERACY	$30.00	IOWA AG LITERACY	$55.00
LEGION OF MERIT	$0.00	LEGION OF MERIT	$0.00
LOVE OUR KIDS	$125.00	LOVE OUR KIDS	$130.00
MC RIDER EDUCATION	$135.00	MC RIDER EDUCATION	$125.00
NATIONAL GUARD	$15.00	NATL GUARD	$25.00
DNR	$21,556.00	DNR	$20,510.00
ORGAN DONOR	$295.00	ORGAN DONOR	$340.00
PEARL HARBOR	$0.00	PEARL HARBOR	$0.00
POW	$0.00	POW	$0.00
PROFESSIONAL FIRE	$210.00	PROFESSIONAL FIRE	$210.00
PURPLE HEART	$210.00	PURPLE HEART	$210.00
PWD	$90.00	PWD	$105.00
AIR FORCE	$155.00	AIR FORCE	$165.00
ARMY	$375.00	ARMY	$180.00
COAST GUARD	$10.00	COAST GUARD	$0.00
MARINES	$30.00	MARINES	$30.00
NAVY	$150.00	NAVY	$115.00
SHARE THE ROAD	$770.00	SHARE THE ROAD	$700.00
SHRINERS	$130.00	SHRINERS	$60.00
SILVER STAR	$35.00	SILVER STAR	$35.00
VET PLATES	$2,040.00	VET PLATES	$2,005.00
VETS CROSS/MEDAL	$5.00	VETS CROSS/MEDAL	$5.00
ANATOMICAL FUND	$3,283.31	ANATOMICAL FUNDS	$3,130.95
ADMINISTRATIVE	$165.00	ADMINISTRATIVE	$150.00
MAIL PROCESSING	$138,329.00	MAIL PROCESSING	$133,647.00
NSF	$3,193.50	NSF	$3,125.50
BANK SERVICE CHARGES		BANK SERVICE CHARGES	$0.00
TOTAL	$45,330,090.23	TOTAL	$38,448,016.99

I CERTIFY THE ABOVE IS TRUE AND CORRECT PER CASH BOOK AS OF 6-30-2023

COUNTY TREASURER [illegible], Deputy

VERIFIED AND FOUND CORRECT AS OF ____

____

COUNTY AUDITOR

DATE	CHECK #	NAME	AMOUNT	CLEARED
07/06/21	20149994	ZEIGLER LINCOLNWOOD LLC	$29.15	
07/12/21	20150031	JERRY E LINT	$8.00	
07/23/21	20150119	TREVYN POWER	$51.00	
07/26/21	20150131	KELSEY J CROMPTON	$21.00	
08/17/21	201501194	JAMAAL A SMITH	$26.00	
08/18/21	201501196	DEANNA L COLE	$20.00	
08/20/21	201501205	JOSHUA L HAYLER	$5.00	
08/27/21	201501239	DOUDOU M MIKUNGA	$9.00	
08/31/21	201501248	BILLION AUTO	$50.00	
09/03/21	201501272	BILLION AUTO	$23.00	
09/16/21	201501349	CLIFFORD E CRIMMINS	$6.00	
09/21/21	201501380	BILLION HONDA	$15.00	
09/28/21	201501424	CRAIG A QUINBY	$51.00	
10/06/21	201501494	BYRIDER	$25.00	
10/21/21	201501574	JD BYRIDER	$15.00	
10/27/21	201501600	BYRIDER	$17.00	
11/03/21	201501634	GRIFFIN S CLARK	$180.00	
11/08/21	201501650	KENNETH PIRC	$5.00	
11/08/21	201501653	LAWRENCE E SLAYMAKER	$15.00	
12/01/21	201501722	LOGAN HANGARTNER	$10.00	
12/14/21	201501774	SERRA CHAMPAIGN	$45.15	
12/16/21	201501788	DUSIN R PRUISMANN	$21.00	
12/20/21	201501810	DANIEL KANE	$5.00	
12/30/21	201501836	NATHAN DUNAHOO	$59.00	
01/06/22	201501861	SCOTT D BURKHART	$76.47	
01/11/22	201501875	TYRSTAN PICKERING	$25.00	
01/19/22	201501904	RYDER TRUCK RENTAL	$33.00	
02/01/22	201501962	DEALERTRACK REGISTRATION & TITLING SOLUTIONS	$25.00	
02/10/22	201501991	MARTIN L ROLAND	$5.00	
02/16/22	201502014	CARHOP	$43.00	
03/10/22	201502081	LUAY K TATI	$6.00	
03/10/22	201502094	BLAIR NEUZIL	$8.50	
03/28/22	201502185	DENISE HERNANDEZ	$151.00	
04/06/22	201502275	BYRIDER	$10.00	
04/06/22	201502276	BYRIDER	$84.00	
04/25/22	201502356	TAMRA MCLAUD	$10.00	
04/26/22	201502369	BYRIDER	$8.00	
04/27/22	201502385	REYES CANO, LEONARDO	$20.00	
04/27/22	201502389	BELL'S AUTO	$5.50	
04/29/22	201502403	BYRIDER	$12.00	
05/04/22	201502429	MCGRATH POWERSPORTS	$150.00	
05/13/22	201502470	Ivory Browning	$6.00	
05/16/22	201502473	WALSER HONDA	$147.00	
05/20/22	201502494	BYRIDER	$8.00	
05/23/22	201502499	MCGRATH TOYOTA OF IOWA CITY	$10.00	
06/14/22	201502562	BYRIDER	$16.00	

06/23/22	201502593	BYRIDER	$28.00
06/24/22	201502596	THOMAS J WHITEHEAD	$11.00
06/30/22	201502622	ERICA VESEY	$51.00
07/01/22	201502628	BYRIDER	$26.00
07/06/22	201502637	BYRIDER	$21.00
07/08/22	201502656	BILLION HONDA	$16.00
07/21/22	201502702	MICHAEL J WELCH	$9.00
07/22/22	201502704	RAKIM A JONES	$17.00
07/28/22	201502717	BLAINE JENSEN RV CENTERS, LLC	$152.90
08/01/22	201502731	JACK A PEACOCK	$6.00
08/02/22	201502736	DEL-CLAY FARM EQUIPMENT LLC	$17.00
08/08/22	201502756	IRONISE MARCELUS	$5.00
08/09/22	201502762	BYRIDER	$67.00
08/10/22	201502767	RICE TOYOTA	$52.00
08/16/22	201502784	BYRIDER CR	$18.00
08/17/22	201502796	BYRIDER CR	$30.00
08/19/22	201502802	RILEY'S AUTO SALES CO	$23.00
08/29/22	201502821	JARRETT R DULIN	$13.00
08/30/22	201502827	DONALD D HARTMAN	$24.00
08/30/22	201502833	MARION AMERICAN AUTO SALES LLC	$52.05
09/07/22	201502869	MARGARET A HALL	$65.00
09/15/22	201502900	MELANIE J HOLIDAY	$51.00
09/15/22	201502902	ZACHARY WILLSON	$63.00
09/16/22	201502909	JUSTIN WALLACE	$9.00
09/20/22	201502935	WHITNEY SCHULTZ	$11.00
09/23/22	201502965	DAVID L JENSEN	$10.00
09/23/22	201502974	BYRIDER	$11.00
09/28/22	201502995	SUN & FUN INC	$49.95
10/03/22	201503024	KIRK MCKIBBEN	$125.00
10/03/22	201503030	CAMERON OZBURN	$51.00
10/04/22	201503035	CHARLES STEVENS	$5.00
10/04/22	201503039	BENJAMIN KLAUS	$11.00
10/04/22	201503047	JOHN WINGLER	$10.00
10/06/22	201503068	GREGORY BABCOCK	$50.00
10/07/22	201503077	GABINO MARTINEZ-HERNANDEZ	$10.00
10/07/22	201503078	SIERRA ALBAUGH	$54.00
10/13/22	201503121	AUTOMOTIVE TITLING COMPANY LLC	$21.00
10/27/22	201503183	T&C SERVICE COMPANY LLC	$31.00
10/27/22	201503187	JD BYRIDER	$10.00
10/31/22	201503196	TORY J HARMAN	$292.00
10/31/22	201503201	CARTER J GJERSTAD	$10.00
11/10/22	201503240	A-1 RENTALS INC	$13.00
11/10/22	201503242	JD BYRIDER	$13.00
11/15/22	201503249	SPORDAN TRANSPORT INC	$50.00
11/16/22	201503260	JONATHAN ALBERT	$25.00
11/18/22	201503273	PRESTON POLLARD	$52.00
11/23/22	201503302	NATHANIEEL P MARTI	$23.00

11/28/22	201503309	ADAM PAULSEN	$10.00
12/05/22	201503346	HAWKEYE ELECTRIC	$10.00
12/08/22	201503364	DEERY BROTHERS OF DUBUQUE	$64.00
12/12/22	201503383	RYAN J LONGCOR	$10.00
12/14/22	201503398	NOVAK FENCE LLC	$12.00
1/9/2023	201503475	CORDOVA PALAFOX, FRANCISCO	$10.00
1/11/2023	201503484	Frederick, Thomas J	$5.00
01/13/23	201503503	BYRIDER	$25.00
01/13/23	201503507	ABC DISPOSAL SYSTEMS	$117.50
01/19/23	201503516	GARY L GRANT	$10.00
01/23/23	201503534	JUSTIN NAUMAN	$10.00
01/24/23	201503543	CASSILL AUTO BODY	$93.00
01/25/23	201503552	RYDER TRUCK RENTAL	$764.00
01/27/23	201503569	BILLION HONDA	$6.00
02/17/23	201503639	KAREN OLSON	$10.00
02/21/23	201503648	MUHAMMAD A SHUH	$10.00
02/23/23	201503660	STEPHANIE S ROGERS	$25.00
02/27/23	201503668	CHRISTOPHER T HILBERT	$10.00
03/01/23	201503687	KELLY J GORDON	$10.00
03/03/23	201503697	MAURA WILKEY	$25.00
03/03/23	201503700	ERIC J STEPHENSON	$10.00
03/06/23	201503708	CHRISTIAN NORTON	$2.00
03/06/23	201503710	PETER KONRAD	$16.00
03/06/23	201503711	ERIC WALTON	$10.00
03/06/23	201503713	RICHARD A DIERCKS	$13.00
03/08/23	201503732	MICHAEL D HAGGE	$10.00
03/10/23	201503745	EUROPEAN MOTORS	$9.00
03/27/23	201503833	FULL SPECTRUM PAINTING	$18.00
03/27/23	201503839	CAMPING WORLD RV SALES LLC	$1,196.42
03/28/23	201503842	ENTERPRISE FM TRUST	$10.00
04/03/23	201503874	DGS ALL STATES AUTO TITLE SERVICE, LLC	$43.95
04/03/23	201503886	MARIA SANDOVAL DIAZ	$15.00
04/17/23	201503958	SHERICE M WHEELER	$10.00
04/28/23	201504008	MOTOR VEHICLE SOFTWARE CORP	$8.60
05/01/23	201504011	JEFFREY WITTMER	$10.00
05/08/23	201504043	DALE G HARTHUN	$5.00
05/09/23	201504050	BYRIDER	$11.00
05/15/23	201504067	WALTER HOUSER	$7.00
05/16/23	201504071	HALEY SEITZ	$150.00
05/17/23	201504078	BYRIDER	$1,129.75
05/19/23	201504090	COLLIER RV	$277.90
05/19/23	201504091	CRESCENT ELECTRIC SUPPLY COMPANY	$10.00
05/22/23	201504097	PEGGY ENNEKING	$20.00
05/24/23	201504105	DAVID CONWAY	$8.00
05/25/23	201504111	QUINTON'S AUTOMOTIVE LLC	$10.00
05/25/23	201504113	MARTINSON'S USED CARS LLC	$10.00
05/26/23	201504119	MILLS CHEVROLET CO INC	$275.00

05/31/23	201504128	MIAH J LAWRENCE	$15.00
05/31/23	201504129	MATTHEW OLMSTEAD	$51.00
05/31/23	201504132	LINDA M WEAVER	$422.00
06/01/23	201504133	HENRY J KAUTZ	$15.00
06/05/23	201504150	DANIEL MERRILL	$10.00
06/05/23	201504152	KELLY BRUCE	$11.00
06/06/23	201504156	ROSS CO	$67.25
06/06/23	201504160	CARMAX AUTO SUPERSTORE INC	$320.00
06/06/23	201504161	KELLY GEATER	$29.00
06/07/23	201504166	AUTOLAND	$145.00
06/08/23	201504173	WASHINGTON COUNTY TREASURER	$35.00
06/09/23	201504177	MICHAEL G DORVAL	$12.00
06/12/23	201504181	BROC GALBREATH	$10.00
06/13/23	201504192	ROOSTER AUTO SALES LLC	$67.00
06/14/23	201504197	QUALITY BUILDINGS & CONCRETE	$27.00
06/14/23	201504198	BRUCE R GRAVATT	$21.00
06/14/23	201504199	BRENDA WYSE	$109.00
06/15/23	201504200	50 STATE DMV	$110.75
06/15/23	201504201	PHILLIPS CHEVROLET	$19.61
06/15/23	201504202	WACKY WORKBENCH LLC	$11.00
06/15/23	201504203	MCGRATH HAWKEYE HARLEY DAVIDSON	$12.00
06/15/23	201504204	MCGRATH POWERSPORTS	$22.00
06/15/23	201504206	LOIS SLATER	$50.00
06/15/23	201504207	KATHRYN A WERNING	$67.00
06/15/23	201504208	NICHOLAS GOLWITZER	$5.00
06/15/23	201504209	SUN & FUN MOTORSPORTS OF IOWA CITY	$49.95
06/20/23	201504210	TINA CARROLL	$10.00
06/20/23	201504211	KRISTINA KENNEY	$10.00
06/20/23	201504212	ROSS CO	$33.25
06/21/23	201504219	REED SCHLEE	$10.00
06/21/23	201504220	ED MORSE FORD LINCOLN	$39.00
06/21/23	201504221	CEDAR RAPIDS TOYOTA	$25.00
06/21/23	201504222	SCOTT FAMILY MOTORS	$13.00
06/22/23	201504223	WHEELS	$10.00
06/22/23	201504224	JASON SMITH	$11.00
06/23/23	201504225	THYS MOTOR COMPANY	$33.00
06/23/23	201504226	JJ KELLER AND ASSOCIATES	$238.00
06/23/23	201504227	CENTRAL STATE BANK	$10.00
06/23/23	201504228	JJ KELLER AND ASSOCIATES	$1,422.00
06/23/23	201504230	CLICKLEASE	$49.00
06/23/23	201504231	RANDY KUEHL HONDA CARS	$33.00
06/23/23	201504232	THYS CHEVROLET BLAIRSTOWN	$150.00
06/23/23	201504233	CRESCO MOTOR COMPANY	$8.03
06/23/23	201504234	AUTOMOTIVE TITLING COMPANY LLC	$98.98
06/26/23	201504235	BYRIDER CR	$15.00
06/26/23	201504238	MCGRATH DUBUQUE HARLEY-DAVIDSON	$20.00
06/26/23	201504239	CEDAR RAPIDS TOYOTA	$26.00

06/27/23	201504242	BRENDA K KING	$12.00
06/27/23	201504243	TOM'S AUTO SALES	$46.00
06/27/23	201504244	VERN H COONFARE III	$51.00
06/27/23	201504245	EDWARD Q OBRIEN	$50.00
06/27/23	201504246	RANDY KUEHL HONDA CARS	$39.00
06/27/23	201504247	HAWKEYE BOAT & RV SALES	$8.00
06/28/23	201504248	NICHOLAS STINEMAN	$10.00
06/28/23	201504249	BISH'S RV	$26.00
06/28/23	201504250	SPINNERS INC	$29.00
06/28/23	201504251	SPINNERS INC	$13.00
06/29/23	201504252	VALYNCIA M WALKER	$3.00
06/30/23	201504254	ROCHESTER ARMORED CAR CO INC	$10.00
06/30/23	201504255	MCGRATH HYUNDAI FORD	$10.00
06/30/23	201504256	CEDAR RAPIDS TOYOTA	$142.00
06/30/23	201504257	PORSCHE ORLANDO PARK	$399.00
06/30/23	201504258	RYAN R ZEISLER	$313.50

Outstanding Checks as of 6-30-2023
$13,007.11

Linn County Children's Mental Health Assistance Program
FY24 Provider Agreement

THIS AGREEMENT (the "Agreement") is by and between Linn County and The Arc of East Central Iowa ("Provider").

The statements and intentions of the parties, to this Agreement, are as follows:

Linn County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Linn County is interested in contracting with Provider to purchase services for the benefit of Linn County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health/behavioral health services and is interested in contracting with Linn County to provide services for the benefit of Linn County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Linn County and Provider as follows:

SECTION 1
Definitions

Assignment: The act of transferring to another all or part of one's property interest or rights.

Copayment: The amounts, which may be charged to Linn County Individual at the time services are rendered.

Linn County Individual: A person who is eligible and authorized to receive funding as defined by the Linn County Children's Mental Health Assistance Program.

Program Coordinator: The Linn County employee charged with overseeing the Children's Mental Health Assistance Program.

Covered Services: Services approved by the Coordinator of the Linn County Children's Mental Health Assistance Program and included in this agreement.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

SECTION 2
Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide services to each Linn County Individual who is authorized by the Linn County Children's Mental Health Assistance Program to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide services in a manner which: (a) documents the services provided, in conformance with Federal, State and local laws and regulations, and (b) protects the confidentiality of the Linn County Individual's protected health information.

Section 2.2 Authorization and Notification Requirements. All services provided to Linn County Individuals by Provider must be authorized by the Linn County Children's Mental Health Assistance Program prior to or at the time of rendering services.

Section 2.3 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Linn County access to books and records, for purposes of appeals, utilization, quality assurance review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records at a cost of twenty-five cents ($.25) a page.

SECTION 3
Reimbursement to provider

Section 3.1 Compensation to Provider. Provider agrees to accept payment from Linn County for services provided to Linn County Individuals under this Agreement as payment in full, less any other amount due from Linn County Individuals or insurance payments for such services. Compensation for services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

Section 3.2 Timely Submission of Invoices. Invoices must be submitted within one year of service delivery, to be reimbursable by the County. If invoices are not submitted within one year of service delivery, provider may not collect payment from Linn County Individuals for those services/dates that a Linn County voucher was provided.

Provider must submit one invoice for each voucher which represents one full month of service for each client. Linn County will assume a voucher is fully utilized upon receipt of the related invoice.

Provider must return unutilized vouchers or provide a list of unutilized vouchers to the Program Coordinator at the beginning of the following month.

Provider must inform the Program Coordinator if there are services for a Linn County Individual that remain pending over 90 days from the original voucher service period. A list of pending service dates and codes must be provided to the Program Coordinator, to ensure the voucher remains active.

All communications detailed in this section that contain Protected Health Information are subject to Section 6.7.

SECTION 4
Relationship Between the Parties

Section 4.1 Relationship Between Linn County and Provider. The relationship between Linn County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5
Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Linn County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Linn County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Linn County Hold Harmless and Indemnification. To the extent permitted by Iowa law and the Constitution of the State of Iowa, Linn County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Linn County or Linn County employees, agents or representatives in the discharge of its responsibilities under this Agreement. Linn County does not waive defenses available under Iowa Code Chapter 670.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general and/or umbrella liability insurance. Provider shall provide proof of self-insurance, if Provider is self-insured.

SECTION 6
Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure services are rendered to Linn County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. Linn County is an equal employment opportunity employer. Linn County supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Linn County's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. Linn County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Linn County Individuals under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Linn County about Individuals, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records. Relevant confidentiality requirements include, but are not limited to:

(A) Disclosures to third Parties: Provider shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom protected health information will be disclosed. The written statements shall assure that (1) protected health information will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (2) the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (3) the third party will notify Provider of any instance in which confidentiality of protected health information has been breached.

(B) Accounting of Disclosures: Provider shall maintain an accounting of all disclosure of protected health information not expressly authorized in this Agreement or that does not relate to treatment, payment operation, or a signed, written authorization. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the protected health information disclosed and the purpose of the disclosure.

Section 6.5 Individual Authorizations. Linn County shall notify Provider of any changes in, or withdrawal of, the individual authorizations provided to Linn County. Provider shall notify Linn County of any changes in, or withdrawal of, the individual authorizations provided to Provider.

Section 6.6 Restrictions. Linn County shall notify Provider, in a timely, written manner of any restrictions to the use or disclosure of protected health information agreed to by Linn County.

Section 6.7 Security Measures. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from Linn County. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect it.

SECTION 7
Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be renewed **June 30, 2024**, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Non-Renewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination with Cause by Linn County. Linn County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Linn County upon the occurrence of Linn County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Linn County Individuals. Provider acknowledges the right of Linn County to inform Linn County Individuals of Provider's termination and agrees to cooperate with Linn County in deciding on the form of such notification.

Section 7.7 Continuation of Services after Termination. Upon request by Linn County, Provider shall continue to render services for up to 90 days in accordance with this Agreement until Linn County has transferred Linn County Individuals to another provider or until such Linn County Individual is discharged.

Section 7.8 Notices to Linn County. Any notice, request, demand, waiver, consent, approval or other communication to Linn County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Linn County Children's Mental Health Assistance Program
Attention: Program Coordinator
1020 6th Street SE
Cedar Rapids, IA 52401

Section 7.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

The Arc of East Central Iowa
680 2nd Street SE
Cedar Rapids, IA 52401
Phone: 319-365-0487
Fax: 319-365-9938

Attn: Theresa Lewis, Executive Director
Email: tlewis@arceci.org

Attn: Philip Schramp, Director of Finance
Email: pschramp@arceci.org

SECTION 8
Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Linn County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Linn County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Linn County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9
Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Linn County Individuals. Linn County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Linn County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of Linn County.

Section 9.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between Linn County and Provider, and supersede or replace any prior agreements between Linn County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Linn County. Provider agrees that Linn County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Linn County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Survival. All provisions regarding indemnification, liability, and limits thereon, and confidentiality and/or protections of PHI shall survive the termination of this Agreement.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

Linn County:	**PROVIDER NAME:**
	The Arc of East Central Iowa
By: ______________________	Signature: [signature]
Print Name: ______________________	Print Name: Theresa Lewis
Print Title: ______________________	Print Title: Executive Director
Date: ______________________	Date: 6.23.23

Attachment A

Linn County Children's Mental Health Assistance Program FY2024 Provider Agreement

Service Definitions and Rates

Service Description Please include a Service Title. Possible examples include: Respite, BHIS, or Individual Outpatient Therapy. CPT Codes plus Title 19 Modifiers must be identified for all services, if applicable.	**Unit of Service: Hour, Day, ½ day, Month, 15 Min., Visit/Contact, etc.**	**Enrolled Medicaid Provider with the Managed Care Organizations:** **Yes or No** *For each service listed below*	**Rate**
Respite - Individual *(Equal to waiver rate S5150)*	15 Min	Yes	4.77*
Respite – Group *(Equal to waiver rate T1005-Group)*	15 Min	Yes	3.65*
Transportation	Per mile	No	.50
Program Fees	1 time	n/a	Various
* Linn County agrees to adjust reimbursement rates during the contract period in the month in which the agency provides notification of a rate adjustment from a Managed Care Organization.			

Attachment A

Linn County Children's Mental Health Assistance Program FY2024 Provider Agreement
Service Definitions and Rates

❖ NOTES:

- An hourly billable unit is defined as services provided for or on behalf of the Linn County Individual through face-to-face contact (or other service delivery accepted by the Managed Care Organizations) with the Linn County Individual. These units shall be rounded to the nearest quarter hour with a minimum of a quarter hour billed for each contact.
- Treatment and therapy should be billed by CPT Code and Title 19 Modifier when these services are provided to a Linn County Individual. Treatment and therapy must be provided as face-to-face contact (or other service delivery accepted by the Managed Care Organizations)with the Linn County Individual.
- Services shall not be billed for missed appointments.

The above rates shall be effective July 1, 2023, through June 30, 2024. If the Agreement and Attachment A are received on or after August 1, 2023, the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2024.

This Attachment has been executed by the parties hereto, through their duly authorized officials.

Linn County:

Signature: ______________________

Print Name: ______________________

Print Title: ______________________

Date: ______________________

Provider:

The ARC of East Central Iowa

Signature: Theresa Lewis

Print Name: Theresa Lewis

Print Title: Executive Director

Date: 6.23.23

LINN COUNTY AMERICAN RESCUE PLAN ACT GRANT CLOSEOUT AGREEMENT

Between

Linn County, Iowa

And

Horizons, A Family Service Alliance

(Organization)

This agreement sets forth the terms for final disposition and conditions associated the closeout of Linn County American Rescue Plan Act Grant to Horizons, A Family Service Alliance and any applicable amendments and waivers. The Subrecipient certifies that to the best of its knowledge:

- All activities as authorized by this grant and any applicable amendments, Notices, alternative requirements, and waivers have been completed as described in the grantee's final performance report dated 07/13/2023.
- Any fraud, waste, or mismanagement that may have occurred in the administration of this award has been adequately addressed in accordance with the Subaward Agreement.
- All grant-financed costs associated with these activities have been incurred.
- Proper provisions have been made for the payment of all unpaid costs and unsettled third-party claims.
- Linn County is under no obligation to make any payment to the Subrecipient in excess of the amount identified in the subaward agreement.

Further, the Subrecipient herby acknowledges the remaining obligation(s) under the terms of the subaward agreement and agrees as follows:

- All records and documents pertaining to this grant will be maintained for a period of five (5) years after execution of this close-out agreement or the period required by other applicable laws and regulations related to the American Rescue Plan Act.

- Any real property within the Subrecipient's control which is acquired or improved in whole or part using American Rescue Plan Act funds is governed by the principles described in 2 C.F.R. §200.311 Real Property.

Linn County maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents requested from the Federal awarding agency. The Subrecipient acknowledges that a finding of non-compliance resulting from such a review and failure to take appropriate corrective action satisfactory to Linn County may result in one or more of the following actions:

- Disallowance (that is, denial of use of funds) of all or part of the cost of the activity or action not in compliance.
- Subrecipient may be required to repay Linn County any disallowed costs based on the results or findings.
- Linn County may take action to recommend suspension or debarment proceeding to the Federal awarding agency.

BOARD OF SUPERVISORS	SUBRECIPIENT:
LINN COUNTY, IOWA	**Horizons, A Family Service Alliance**
______________________	______________________
Board Chair	Authorized Representative
______________________	7-21-23
Date	Date

LINN COUNTY AMERICAN RESCUE PLAN ACT GRANT CLOSEOUT AGREEMENT

Between

Linn County, Iowa

And

Horizons, A Family Service Alliance

(Organization)

This agreement sets forth the terms for final disposition and conditions associated the closeout of Linn County American Rescue Plan Act Grant to Horizons, A Family Service Alliance and any applicable amendments and waivers. The Subrecipient certifies that to the best of its knowledge:

- All activities as authorized by this grant and any applicable amendments, Notices, alternative requirements, and waivers have been completed as described in the grantee's final performance report dated 07/13/2023.
- Any fraud, waste, or mismanagement that may have occurred in the administration of this award has been adequately addressed in accordance with the Subaward Agreement.
- All grant-financed costs associated with these activities have been incurred.
- Proper provisions have been made for the payment of all unpaid costs and unsettled third-party claims.
- Linn County is under no obligation to make any payment to the Subrecipient in excess of the amount identified in the subaward agreement.

Further, the Subrecipient herby acknowledges the remaining obligation(s) under the terms of the subaward agreement and agrees as follows:

- All records and documents pertaining to this grant will be maintained for a period of five (5) years after execution of this close-out agreement or the period required by other applicable laws and regulations related to the American Rescue Plan Act.

- Any real property within the Subrecipient's control which is acquired or improved in whole or part using American Rescue Plan Act funds is governed by the principles described in 2 C.F.R. §200.311 Real Property.

Linn County maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents requested from the Federal awarding agency. The Subrecipient acknowledges that a finding of non-compliance resulting from such a review and failure to take appropriate corrective action satisfactory to Linn County may result in one or more of the following actions:

- Disallowance (that is, denial of use of funds) of all or part of the cost of the activity or action not in compliance.
- Subrecipient may be required to repay Linn County any disallowed costs based on the results or findings.
- Linn County may take action to recommend suspension or debarment proceeding to the Federal awarding agency.

BOARD OF SUPERVISORS	SUBRECIPIENT:
LINN COUNTY, IOWA	**Horizons, A Family Service Alliance**
______________________	______________________
Board Chair	Authorized Representative
______________________	7-21-23
Date	Date

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E74035

5-0000010433245

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97 (New)
Product Selection Form	1359218.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Linn County **Signature*** **Printed First and Last Name*** **Printed Title** **Signature Date***
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** ______________________________ **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	72223409	Framework ID *(if applicable)*	
Previous Enrollment number *(Reseller to complete)*	59440686		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Linn County
Contact name* First Phil **Last** Lowder
Contact email address* Phil.Lowder@linncounty.org
Street address* 935 2ND ST SW
City* Cedar Rapids
State* IA
Postal code* 52404-2164-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 319-892-5251
Tax ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Phil **Last** Lowder
Contact email address* Phil.Lowder@linncounty.org
Street address* 935 2ND ST SW
City* Cedar Rapids
State* IA
Postal code* 52404-2164-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 319-892-5251
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Phil **Last** Lowder
Contact email address* Phil.Lowder@linncounty.org
Phone* 319-892-5251
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.
Street address (PO boxes will not be accepted)* 2701 E. Insight Way
City* Chandler
State* AZ
Postal code* 85286-1930
Country* United States
Contact name* Software *Contract Support
Phone* 800-624-0503
Contact email address* contractsupport@insight.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Software *Contract Support

Printed name* Software *Contract Support
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Linn County
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- **a.** Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- **b.** Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- **c.** An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- **d.** The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- **e.** Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	59440686	X	X

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number		5-0000010433245

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAL-45735	M365 G5 GCC Sub Per User	0	735
4ZF-00019	Win VDA Device ALng Sub Per Device	10	0
AAD-63092	M365 F3 Unified GCC Sub Per User	0	139
91C-00004	M365 F5 Security + Compliance GCC Sub Add-on	0	139
SFR-00001	Power Automate GCC Sub Per User	3	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	139
VA1-00001	Teams Rooms Pro GCC Sub Per Device	0	1

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

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Microsoft | Volume Licensing

Proposal ID	Enrollment Number
1359218.004	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	735	735	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G5 GCC	735

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	735	735	735	735

Enrolled Affiliate's Price Level:

Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

ASPECT
architecture:design
221 2nd Avenue SE, Ste 400
Cedar Rapids, IA 52401
p: 319-364-7444
f: 319-364-7562
e: sle@aspectinc.net
www.aspectinc.net

July 27, 2023

Linn County Correctional Center
Isolation Cell Buildout
53 3rd Ave Bridge
Cedar Rapids, IA 52401
Attn: Darrin Gage

Re: Linn County Correctional Center Isolation Cell Buildout

Dear Darrin:

I am happy to submit this lump sum proposal to provide architectural design, structural, mechanical, plumbing, and electrical engineering to address remodeling current 4th floor recreation space into 4th and 5th floor isolation cells, as well as dividing the 2nd floor driver improvement room in to two spaces. Aspect and our engineering consultants will create construction documents and specifications for public bidding and construction. We will also review final design for code compliance and local ordinance compliance as required. This fee includes construction administration as well.

Fee:

Architectural services for public bid:	**$128,000**
Structural engineering services for public bid:	**$8,000**
MEP Engineering services for public bid:	**$30,000**
Total for services provided:	**$166,000**

This proposal does not include civil services.

If you feel this proposal is acceptable, please sign and return one copy for my files.

Sincerely,

Jennifer Pfab
Project Manager

Accepted by: ______________________________
Date: ______________________________

CONTRACT DECLARATIONS AND EXECUTION

Intergovernmental Contract: Non-State Agency

RFP or Informal Solicitation #	Contract #
N/A	DCAT4-24-019

Title of Contract
Family Reunification Services

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
Name/Principal Address of Agency: Iowa Department of Health and Human Services 1305 E. Walnut Des Moines, IA 50319-0114 **Notice of Future Address Change:** It is anticipated the main offices of the Department of Health and Human Services will be moving to the Lucas State Office Building at 321 E. 12th Street, in Des Moines, Iowa, by the end of 2024. The Agency will share the date of this change of address with contractors at a later date.	**Agency Billing Contact Name / Address:** Kristi Tisl 1240 26th Ave. Court SW Cedar Rapids, IA 52404 **Phone:** 319-892-6710
Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): Kristi Tisl 1240 26th Ave. Court SW Cedar Rapids, IA 52404 **Phone:** 319-892-6710 **E-Mail:** ktisl@dhs.state.ia.us	**Agency Contract Owner (hereafter "Contract Owner") / Address:** Matt Majeski 1240 26th Ave Court SW Cedar Rapids, IA 52404 **E-Mail:** mmajesk@dhs.state.ia.us

Contractor: (hereafter "Contractor")	
Legal Name: Linn County Board of Supervisors	**Contractor's Principal Address:** LCCS - Fiscal 1240 26th Ave. Court SW Cedar Rapids, IA 52404-3402
Tax ID #: 426004338	**Organized under the laws of:** Iowa
Contractor's Contract Manager Name/Address ("Notice Address"): Louis Zumbach Linn County Board of Supervisors 935 2nd Street SW Cedar Rapids, IA 52404 **Phone:** (319) 892-5714 **E-Mail:** Louie.Zumbach@linncountyiowa.gov	**Contractor's Billing Contact Name/Address:** Cathy Ryan LCCS Fiscal 1240 26th Ave Court SW Cedar Rapids, IA 52404-3402 **Phone:** (319) 892-5603

Contract Information

Start Date: 08/15/23	**End Date of Base Term of Contract:** 06/30/24
Possible Extension(s): The Agency shall have the option to extend this Contract up to 1 additional 1-year extensions.	
Contract Contingent on Approval of Another Agency: No	**ISPO Number: 24-24** **DoIT Number:** N/A
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	**Contract Include Sharing SSA Data?** No
Contractor a Business Associate? Yes	**Contractor a Qualified Service Organization? Yes**
Contractor subject to Iowa Code Chapter 8F? No	**Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?** No
Contract Payments include Federal Funds? Yes **The Contractor for federal reporting purposes under this Contract is a:** Subrecipient **Federal Funds Include Food and Nutrition Service (FNS) funds?** No **UEI# :** TQ9YTRHJ1JW1 **The Name of the Pass-Through Entity:** Iowa Department of Health and Human Services	
CFDA #: 93.556 **Grant Name:** Promoting Safe and Stable Families	**Federal Awarding Agency Name:** Department of Health and Human Services / Administration for Children and Families

Contract Execution

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

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

Contractor, Linn County Board of Supervisors	**Agency, Iowa Department of Health and Human Services**
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name: Louis Zumbach	Printed Name: Matt Majeski
Title: Linn County Board of Supervisors Chair	Title: Service Area Manager
Date:	Date:

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.
"Contract Monitor" means: Linn County Decat Coordinator. The person with whom the Contractor should first make contact concerning this Contract.

- Provides day to day contact for Contractor contract related questions and issues.
- Receives and processes Contractor invoices and documentation.
- Receives Contractor progress reports.
- As directed by Contract Manager performs reviews.
- Acts as the Contract Manager and Contract Owner's designee in monitoring the Contractor's compliance with the terms, conditions and requirements of this contract.

"Decat" means Decategorization Project.

"HHS" means: Iowa Department of Health and Human Services.

"Family Reunification Services" means: services and activities provided to a child that is removed from the child's home and placed in a foster family home or a child care institution or a child who has been returned home and to the parents or primary caregiver of such a child, in order to facilitate the reunification of the child safely and appropriately within a timely fashion, and to ensure the strength and stability of the reunification. In the case of a child who has been returned home, the services and activities shall only be provided during the 15-month period that begins on the date that the child returns home. Eligible services and activities:

a. Individual, group, and family counseling
b. Inpatient, residential or outpatient substance abuse treatment services
c. Mental health services
d. Assistance to address domestic violence
e. Services designed to provide temporary childcare and therapeutic services for families, including crisis nurseries
f. Peer-to-peer mentoring and support groups
g. Access and visitation services/activities to facilitate the foster child's visits with parents and siblings
h. Transportation to or from any of the services and activities described above

"Promoting Safe and Stable Families" means: federal program which supports Family Reunification Services.

"PSSF" means: Promoting Safe and Stable Families.

"PSSF eligible child" means: a child who is removed from their home and meets the follow criteria -

1. A child that is removed from the child's home and placed in a foster family home or a child care institution or a child who has been returned home and to the parents or primary caregiver of such a child, in order to facilitate the reunification of the child safely and appropriately within a timely fashion, and to ensure the strength and stability of the reunification. In the case of a child who has been returned home, the services and activities shall only be provided during the 15-month period that begins on the date that the child returns home.

2. A child in relative placement is considered an eligible child, as long as the Iowa Department of Health and Human Services continues to have placement and care responsibility.

"Wrap-Around Emergency Services" means services to low income families who would have their infants or children returned but for lack of such items as diapers, utility hook-up fees, bends or cribs, or house cleaning or rent on apartments, etc.

1.2 Contract Purpose.
The Contractor will coordinate Family Reunification and Wrap-Around Emergency Services for PSSF eligible children and their families in the Cedar Rapids Service Area.

1.3 Scope of Work.
1.3.1 Deliverables.
The Contractor shall provide the following:

1. Family Reunification Services in the Cedar Rapids Service Area.

   Menu of Service Descriptions:

   - Functional Family Therapy - An outcome-driven prevention/intervention program for youth who have demonstrated the entire range of maladaptive, acting out behaviors and related syndromes. Clinical trials have demonstrated that Family Function Therapy is effective.
   - Child Welfare Mediation Services - a dispute resolution process seeking to enhance safety, permanency and well-being for children. When two or more parties are "stuck" on a position, mediation is used to help get them "unstuck". The goal of mediation is a fair, balanced and peaceful solution that allows the parties to move forward. Child Welfare Mediation cases often involve children in the middle or children whose parents need help with establishing parenting plans, often with the custodial and/or non-custodial parent. Mediation typically involves about six hours of billable time and sixty days of service.
   - Substance Abuse Services (not paid for by public or private insurance) - Evaluations, treatment (inpatient, residential, or outpatient), and medications, includes client's co-pays and co-insurance.
   - Mental Health Services (not paid for by public or private insurance) - Evaluations, including psychosocial, psychological, and psychiatric, and treatment, including therapy (individual, family and/or group), medications, and client's co-pays and co-insurance.
   - Substance Abuse and Mental Health Services (not paid for by public or private insurance) - Group and home substance abuse services combined with mental health services, includes client's co-pays and co-insurance.
   - Domestic Violence Services.
   - Daycare, Respite Care, and Therapeutic Camps (not paid for by child care assistance, HCBS waivers, or other assistance programs) - Includes daycare settings, therapeutic camps and summer camps, crisis nurseries, respite, etc.
   - Fatherhood Programs, including Incarcerated Fathers - More extensive, intensive and targeted services to assure that fathers, including incarcerated fathers, maintain a positive on-going presence in their child's life, includes support groups.
   - Motherhood Programs, including Moms Off Meth - Programs and support groups specifically for mothers, including support groups for mothers with past drug usage problems.
   - Child and Family Advocates - Advocates supervise visits between the child and their siblings and/or parents and may provide transportation in connection with the supervision of visits.
   - Transportation Services - Contracts with transportation service companies, gas cards, bus passes, etc. that enable children and parents to access services above, includes child and family advocates providing
     transportation for services above other than visits they supervise.
   - Wrap-Around Emergency Services.

2. Referrals for these services will only be accepted from the Iowa Department of Health and Human Services.
3. Children and families being served must be eligible for services under PSSF guidelines.
4. Served families shall have no other means of paying for services, such as Medicaid, private insurance, or other government payment sources.
5. The Contractor shall submit a copy of the HHS referral with the invoice for the service provided to the child/family.
6. The Contractor shall initiate services for the child/family within fourteen (14) days from the date of the referral. Initiate is defined as scheduled services with a provider and family and, when necessary, a rescheduled service.
7. The Contractor shall submit a monthly-itemized invoice to the Contract Monitor for services provided to each child/family - invoices are to be submitted within 20 days from the end of previous month.
8. The Contractor shall submit progress reports to the Contract Monitor that itemize services provided and include accomplishments toward each Performance Measure. Progress reports are due quarterly by the 30th of the month following the end of the quarter. (July – September report due October 30; October – December report due January 30; January – March report due April 30; and cumulative final report for July-June due July 30).

1.3.2 Performance Measures.
1. The Contractor will accept only referrals made by HHS.
2. 100% of families served shall meet PSSF eligibility guidelines.
3. 100% of services will be provided by qualified staff, that possess required credentials, for the work they perform.
4. 90% of new referrals result in child/family services initiated within 14 days.
5. 100% of reports and invoices will be submitted within the specified timeframes.

1.3.3 Monitoring, Review, and Problem Reporting.

1.3.3.1 Agency Monitoring Clause. The Contract Manager or designee will:
- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

  Monthly:
  a. Reconcile the monthly reimbursement/expenditure claims, for timeliness, ensuring documentation supports reimbursement request and accuracy of claim.
  b. Analyze the Contractor's year-to-date utilization and projected year-end utilization of contract funds.

  Quarterly:
  c. Validate the Contractor's performance by inspection of the required progress report to determine if the Contractor satisfactorily provided the Deliverables and met Performance Measures as described in the Scope of Work.

  Annually:
  d. Review the progress reports with Performance Measures and contract expenditures to ensure the Contractor is in compliance with the general terms, conditions, and requirements of the contract.

1.3.3.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

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

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

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

1.3.3.4 Addressing Deficiencies. To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.4 Contract Payment Clause.
1.3.4.1 Pricing. In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed $33,708.00 during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

Payment Table

Contract Duration	Amount Not to Exceed
08/15/23 - 06/30/24	$16,854.00
07/01/24 - 06/30/25	$16,854.00

Note: continued payment for contract extension years is contingent upon extension of the Contract.

1.3.4.2 Payment Methodology.

The Contractor will be paid for the services described in the Scope of Work Section, a fee not to exceed $16854.00. The contractor will be reimbursed for services at actual cost with valid documentation and detail provided as part of each monthly billing. Records will be kept substantiating these billings. The Contractor shall receive 10% of the dollar amount of each claim for coordination services.

Payment aligns with contract performance expectations and other terms and conditions of this contract. The

Agency may retain or require a refund of ten (10) percent of the Contractor's monthly payment should any of the following occur:

1. The Contractor does not meet Performance Measures outlined in Section 1.3.2.
2. The Contractor demonstrates non-compliance with a plan to correct deficiencies.
3. The Contractor demonstrates non-compliance with timely submission of invoices and reports as stated in Section 1.3.1 and 1.3.2.

1.3.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

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

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

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

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

1.3.4.7 Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 https://das.iowa.gov/state-accounting/sae-policies-procedures-manual, and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human

Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at https://stophtiowa.org/certified-locations, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

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

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

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:
1.5.1 Security Framework. The Contractor shall comply with either of the following:

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

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

1.5.3 Cloud Services. The Contractor shall comply with either of the following:

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

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

1.6 **Reserved.** ***(Labor Standards Provisions.)***

1.7 **Reserved.** ***(Additional Terms.)***

SECTION 2. GENERAL TERMS FOR SERVICE CONTRACTS

2.1 Definitions. When appearing as capitalized terms in this Contract (including any attachments) the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.
"Acceptance" means that the Agency has determined that one or more Deliverables satisfy the Agency's Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency's Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency's Acceptance Tests.
"Acceptance Criteria" means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.
"Acceptance Tests" or "Acceptance Testing" mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.
"Applicable Law" means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.
"Bid Proposal" or "Proposal" means the Contractor's proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.
"Business Days" means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.
"Confidential Information" means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a "Disclosing Party") to the other party (a "Receiving Party") that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency's current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

"Contract" means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Service Contracts, and the Contingent Terms for Service Contracts as these documents may be amended from time to time.
"Deficiency" means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.
"Deliverables" means all of the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.
"Documentation" means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.
"Invoice" means a Contractor's claim for payment. At the Agency's discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.
"Solicitation" means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.
"Special Contract Attachments" means any attachment to this Contract.
"Special Terms" means the Section of the Contract entitled "Special Terms" that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts, the Contingent Terms for Service Contracts, and the Special Terms, the Special Terms shall prevail.
"Specifications" means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.
"State" means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

2.2 Duration of Contract. The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.

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

2.4 Compensation.
2.4.1 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or

conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

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

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

2.5 Termination.

2.5.1 Termination for Cause by the Agency. The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

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

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

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

2.5.1.4 The Contractor terminates or suspends its business;

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.
The Agency shall provide the Contractor with written notice of termination pursuant to this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6.1.1 Any breach of this Contract;

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

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

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

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

2.7 Insurance.
2.7.1 Insurance Requirements. At the Contractor's expense, the Contractor and any subcontractor shall maintain insurance in full force and effect covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. Insurance shall be provided through companies licensed by the State of Iowa, through statutorily authorized self-insurance programs, through local government risk pools, or through any combination of these. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

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

2.7.1.3 Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation.
The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

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

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

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

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

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

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

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

2.8.4 No Use or Disclosure of Confidential Information. Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

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

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

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

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

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

2.9 Intellectual Property.

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

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

2.9.3 Further Assurances. At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.9, Intellectual Property.

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

2.10 Warranties.

2.10.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.10.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

2.10.2 Contractor represents and warrants that:

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

2.10.2.2 The Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

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

2.10.3 The Contractor represents and warrants that:
2.10.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

2.10.3.2 The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:
- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Subsection 2.10.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

2.10.4 The Contractor represents and warrants that the Deliverables shall:
2.10.4.1 Be free from material Deficiencies; and

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

2.10.5 The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

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

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

2.11 Acceptance of Deliverables.

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

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

2.12 Contract Administration.

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

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

2.12.3 Intent of References to Bid Documents. To the extent this Contract arises out of a Solicitation, the references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

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

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

2.12.4.2 The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

2.12.4.3 In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.12.9, Use of Third Parties, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

2.12.4.4 Notwithstanding anything in this Contract to the contrary, the 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 the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

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

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

2.12.7 Amendments. With the exception of the Contract end date, which may be extended in the Agency's sole discretion, this Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this

Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

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

2.12.9 Use of Third Parties. The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.12.23 Authorization. The Contractor represents and warrants that:

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

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

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

2.12.25 Records Retention and Access.
2.12.25.1 Financial Records. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a

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

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

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

2.12.25.1.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

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

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

2.12.26 Audits.

2.12.26.1 The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance, unless specific exemption is granted in writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing a deficiency in internal control and/or material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

2.12.26.2 The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

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

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

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

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

2.12.29 Obligations Beyond Contract Term. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, Erroneous Payments and Credits; (2) Section 2.5.5, Limitation of the State's Payment Obligations; (3) Section 2.5.6, Contractor's Contract Close-Out Duties; (4) Section 2.6, Indemnification, and all subparts thereof; regardless of the date any potential claim is made or discovered by the Agency or any other Identified Party; (5) Section 2.8, Ownership and Security of Agency Information, and all subparts thereof; (6) Section 2.9, Intellectual Property, and all subparts thereof; (7) Section 2.12.10, Choice of Law and Forum; (8) Section 2.12.16, Joint and Several Liability; (9) Section 2.12.20, Cumulative Rights; (10) Section 2.12.24 Successors In Interest; (11) Section 2.12.25, Records Retention and Access, and all subparts thereof; (12) Section 2.12.26, Audits; (13) Section 2.12.34, Repayment Obligation and (14) Section 2.12.37, Use of Name or Intellectual Property.

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

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

2.12.32 Delays or Impossibility of Performance Based on a Force Majeure. Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a force majeure. The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

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

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

2.12.33 Right to Address the Board of Directors or Other Managing Entity. The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

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

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

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

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

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

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

2.12.40 Conflict of Interest. The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

2.12.40.1 Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or

2.12.40.2 Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

2.12.40.3 Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

2.12.41 Certification Regarding Sales and Use Tax. By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

SECTION 3: CONTINGENT TERMS FOR SERVICE CONTRACTS

3.1 Federal Certifications and Terms. The following terms apply, to the extent applicable by law, when the Contract is funded with any federal funds.

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

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

3.1.2 Certification Regarding Drug Free Workplace
3.1.2.1 Requirements for Contractors Who are Not Individuals. If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

3.1.2.1.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3.1.2.1.2 Establishing a drug-free awareness program to inform employees about:
- The dangers of drug abuse in the workplace;
- The Contractor's policy of maintaining a drug- free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations;

3.1.2.1.3 Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by Subsection 3.1.2.1.1;

3.1.2.1.4 Notifying the employee in the statement required by Subsection 3.1.2.1.1 that as a condition of employment on such contract, the employee will:
- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

3.1.2.1.5 Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 3.1.2.1.4 from an employee or otherwise receiving actual notice of such conviction;

3.1.2.1.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 8104; and

3.1.2.1.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this subsection.

3.1.2.2 Requirement for Individuals. If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

3.1.2.3 Notification Requirement. The Contractor shall, within thirty (30) days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 8102(a)(1)(D)(ii) or 41 U.S.C. § 8103(a)(1)(D)(ii)**:**

3.1.2.3.1 Take appropriate personnel action against such employee up to and including termination; or

3.1.2.3.2 Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

3.1.3 Equal Employment Opportunity. If this Contract is a "federally assisted construction contract" as defined in 41 C.F.R. part 60-1.3, and except as otherwise may be provided under 41 C.F.R. part 60, this Contract includes, by reference, the equal opportunity clause provided under 41 C.F.R. 60–1.4(b) in accordance with Executive Order 11246, Equal Employment Opportunity (30 C.F.R 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339) as amended by Executive Order 11375 amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. part 60.

3.1.4 Davis-Bacon Act, as amended. When required by federal program legislation, the Contractor (and its subcontractors) for prime construction contracts in excess of $2,000 must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). In accordance with the statute, among other things, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and are required to pay wages not less than once a week.

3.1.5 Copeland "Anti-Kickback" Act. If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3.1.6 Contract Work Hours and Safety Standards Act. Where applicable, if this Contract is in excess of $100,000 and involves the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. §§ 3702 and 3704 as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3.1.7 Rights to Inventions Made Under a Contract or Agreement. If this Contract is funded by a federal "funding agreement" as defined under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

3.1.8 Clean Air Act. If this Contract is in excess of $150,000, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

3.1.9 Debarment and Suspension.
3.1.9.1 Contract Award. A "contract award" (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

3.1.9.2 Certification Related to Debarment and Suspension. If this is a covered transaction, the Contractor certifies to the best of its knowledge and belief that it and its principals and subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

This certification is a material representation of fact upon which reliance was placed when the Agency determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the Agency may terminate this Contract.

The Contractor shall provide immediate written notice to the Agency if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The terms "covered transaction," "debarment," "suspension," "ineligible," "lower tier covered transaction," "principal," and "voluntarily excluded," as used in this section, have the meanings set out in 2 C.F.R. part 180.

The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts.

3.1.10 Restriction on Lobbying.
The Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), sets conditions on the use of Federal funds supporting this Contract. The Contractor shall comply with all requirements of 45 C.F.R. part 93, which are incorporated herein as if fully set forth. No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an officer or employee of any agency (as defined in 5 U.S.C. § 552(f)), a member of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

3.1.10.1 Contractors that apply or bid for an award exceeding $100,000 shall file with the Agency a certification form, set forth in Appendix A of 45 C.F.R. part 93, certifying the Contractor, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 C.F.R. § 93.100.

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

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

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

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

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

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

3.1.10.4 To fulfill the certification requirement in 45 C.F.R. part 93, the Contractor certifies to the following by entering into this Contract:

3.1.10.4.1 Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 1 for each such failure.

3.1.10.4.2 Statement for Loan Guarantees and Loan Insurance
The undersigned states, to the best of his or her knowledge and belief, that:

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

Submission of this statement is a 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3.1.11 Procurement of Recovered Materials. The Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3.1.12 Federal Licenses.
3.1.12.1 Licensing. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the federal government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the federal awarding agency 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.

3.1.12.2 Software Ownership Rights and Federal License. The Contractor shall ensure that the Agency has all ownership rights in software or modifications thereof and associated documentation designed, developed or installed pursuant to the Contract. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, software and associated documentation designed, developed or installed in whole or in part with federal funds pursuant to this Contract.

3.1.13 Audits of Federally-Funded Contracts: Audit of Non-Federal Entity. Non-federal entities, as that term is defined in 45 C.F.R. § 75.2, that expend $750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single audits must be completed and the data collection form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after the Contractor's receipt of the auditor's report(s), or nine months after the end of the audit period. The Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing material findings, if provided by the auditor, promptly following receipt by Contractor. The Contractor shall also submit one (1) copy of the final audit report to the Agency within thirty

(30) days after the Contractor's receipt thereof, if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. The requirements of this subsection shall apply to the Contractor as well as any subcontractors.

When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing are not required for those compliance requirements. However, the auditor must report a significant deficiency or material weakness in accordance with § 200.516 Audit findings, assess the related control risk at the maximum, and consider whether additional compliance tests are required because of ineffective internal control.

The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

3.1.14 Food and Nutrition Services Funded Contract. If applicable, the Contractor shall comply with the requirements of the USDA's regulation regarding nondiscrimination (7 C.F.R. parts 15, 15b), Title VI of the Civil Rights Act of 1964 (Public Law 83-352), section 11(c) of the Food Stamp Act of 1977, as amended, the Food Stamp Act of 1977, as amended, the Age Discrimination, Act of 1975 (Public Law 95-135) and the Rehabilitation Act of 1973 (Public Law 93-112, section 504) and all requirements imposed by regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, age, political belief, religion, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the Food Stamp Program.

3.1.15 Domestic preferences for procurements. As appropriate and to the extent consistent with law, as provided in 2 C.F.R. 200.322, Domestic Preference for Procurements, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The Contractor shall comply with 2 C.F.R. 200.322, to the extent applicable.

3.1.16 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Recipients and subrecipients, in accordance with 2 C.F.R. 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor certifies that it will comply with 2 C.F.R. 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, to the extent applicable.

3.2 Business Associate Agreement. If the Contractor acts as the Agency's Business Associate and performs certain services on behalf of or for the Agency pursuant to this Contract that involves information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 C.F.R. part 160 and 164, then the Contractor is the Agency's Business Associate. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum ("BAA"), and any amendments thereof, as posted to the Agency's website: http://hhs.iowa.gov/HIPAA/baa This BAA, and any amendments thereof, is incorporated into the Contract by reference.

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

If there is a conflict between the BAA and provisions in Section 2.8, Ownership and Security of Agency Information, the provisions in the BAA shall control.

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

3.4* Reserved.** ***(Certification Regarding Iowa Code Chapter 8F)

3.5* Reserved.** ***(Software Contracts)

SPECIAL CONTRACT ATTACHMENTS

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

N/A

2640 12th Street SW
Cedar Rapids, Iowa 52404-3440
P (319) 366-8321
Terracon.com

ENR Rankings 2023
2022 Ranking*
#1 Asbestos and Lead Abatement*
#11 Top 100 Pure Designers
#20 Top 500 Design Firms
#46 Top 150 Global Design Firms*
#61 Top 200 Environmental Firms*

June 27, 2023

Linn County
Risk Management Division
935 2nd Street SW
Cedar Rapids, Iowa 52404

Attn: Mr. Patrick Soyer
(319) 892-5200
pat.soyer@linncountyiowa.gov

RE: **Proposal for Limited Lead-Containing Paint Survey**
Jean Oxley Building
935 2nd Street SW
Cedar Rapids, Iowa 52404
Terracon Proposal No. P06237082

Dear Mr. Soyer:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity the submit this proposal to Linn County Risk Management (Linn County, or the Client) to conduct a limited lead-containing paint survey at the Jean Oxley Building in Cedar Rapids, Iowa. We understand that Linn County wishes to understand the extent of lead-containing paint in the building prior to making a determination on remediation efforts. At this time, we understand that the building was remodeled after the 2008 flood and that some of the existing lead-containing paint was painted over at that time. According to Mr. Soyer, the third floor and the basement of the building are not to be included in the proposed scope of services at this time. This proposal was reissued on June 27, 2023 to change the signee on the Agreement for Services at the request of Mr. Soyer.

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services to Taryn.Rowley@terracon.com.

Terracon appreciates the opportunity to provide this proposal and we look forward to continuing our working relationship with Linn County on this project. If you have questions regarding this proposal or require additional services, please call us at (319) 221-7322.

Sincerely,
Terracon Consultants, Inc.

Taryn Rowley

Taryn L. Rowley
Field Scientist

James Baxter

James R. Baxter
Authorized Project Reviewer

Attachments: Detailed Scope of Services
Exhibit 1: 1st Floor Map, Exhibit 2: 2nd Floor Map
Agreement for Services

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

Terracon understands that in support of potential lead-paint remediation efforts, Linn County Risk Management (Linn County, or the Client) has requested Terracon's assistance in conducting a limited lead-containing paint (LCP) survey at the Jean Oxley Building (located at 935 2nd Street SW in Cedar Rapids, Linn County, Iowa). Terracon understands that the building will continue to be in use daily. Based on the continued use of the building, and at the request of Mr. Soyer, Terracon plans to conduct the services after business hours. Terracon understands that following flooding in the area of the building in 2008, the majority of the interior of the structure was demolished and renovated, including the stairwells. At this time, we understand that Linn County wishes for the survey to be limited to the 1st and 2nd floors of the original building structure (identified as Sections A and B on the attached exhibits). The building additions (identified as Sections C and D) as well as the basement and third floor of the building are not included in this scope of services.

If the above information is inaccurate, or if Terracon should be aware of additional information, please contact us as soon as possible so that we may consider any necessary revisions to this proposal.

Commitment to Safety

Terracon has a 100% commitment to the safety of our employees. In accordance with our Incident and Injury Free® safety culture, Terracon will use our standard safety plan for these field services. Prior to the commencement of on-site activities, Terracon will review the health and safety needs for this specific project. We anticipate conducting the fieldwork wearing personal protective equipment consisting of hard hats, safety glasses, protective gloves, high-visibility clothing, and steel-toed boots. However, it may be necessary to upgrade this level of protection and utilize equipment such as half-face air-purifying respirators or protective clothing such as Tyvek® coveralls. Appropriate safety measures will be used to minimize the potential for exposure to materials that are sampled.

Terracon will be responsible for the supervision and site safety measures for its employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Linn County employees, contractors, subcontractors, or other parties present at the site.

2.0 BASE SCOPE OF SERVICES

2.1 Lead-Containing Paint Survey

The USEPA regulations for lead are intended to protect both the environment and the general population from exposure to lead. By contrast, the duty of the Occupational Safety and Health Administration (OSHA) is to protect workers during construction activities that may generate elevated airborne lead concentrations. OSHA states that construction work (which includes renovation, maintenance, and demolition) carried out on lead-containing structures and materials can result in airborne lead concentrations in excess of regulatory limits.

Terracon will utilize an X-ray fluorescence (XRF) analyzer to identify lead-containing paints on surfaces within the previously-indicated Sections A and B on the attached exhibits. Based on the understanding that the interior was gutted and renovated and the new drywall materials are not likely to be painted with LCP, Terracon's efforts will be generally focused on plaster walls, ceilings, and accessible structural members within the target areas. XRF technology allows for the detection of lead in painted surfaces, even several layers below the surface, without disturbing the visible layer. The lead-containing paint survey will be conducted on observable and readily accessible surfaces of each building. Terracon cannot guarantee a building or property to be lead-free as the possibility exists that lead-containing materials and paints may be hidden from sight or in inaccessible locations, or the testing combinations may not be truly homogeneous.

Based on the XRF readings and if recommended by the Terracon field professional, Terracon will collect paint chip samples from locations where the XRF exhibits inconclusive readings. Paint samples that are collected will be submitted to an independent analytical laboratory[1] for analysis using USEPA SW-846 Method 7400B *Flame Atomic Absorption Spectrophotometry* or equivalent. For the purposes of this proposal, Terracon anticipates collecting up to 20 paint samples. A standard laboratory turnaround time (approximately five to seven business days) will be requested for the sampling. The collection of paint chip samples will result in some isolated damage to existing painted finishes in the building. Terracon will attempt to minimize the damage and collect samples from discrete locations, but will not attempt to repair or repaint areas where samples are collected.

2.2 Technical Report

Unless otherwise requested, Terracon will prepare one PDF-formatted copy of the technical report describing the sampling methods and results of the lead paint survey. The report will include the following:

- Project description and scope of work.
- Evaluation criteria and methods used.
- Tables documenting the number, description, type, and location of samples collected, and the degree of damaged LCP.
- Photographs of areas of confirmed lead-containing materials.
- Analytical results for samples collected and submitted for analysis.
- Floor plans or drawings showing the locations of confirmed lead-containing materials.

[1] The laboratory will be accredited by the American Industrial Hygienic Association (AIHA®) Laboratory Accreditation Programs, LLC under the Environmental Lead Laboratory Accreditation Program (ELLAP).

- Conclusions and recommendations for further action, if necessary.

Terracon estimates that the report will be available approximately 10 business days following receipt of the final laboratory analytical report.

Reliance

Terracon's report will be prepared for exclusive use and reliance by Linn County Risk Management Division. Reliance by any other party is prohibited without the written authorization of Linn County Risk Management and Terracon.

If Linn County Risk Management is aware of additional parties that will require reliance on the report, the names, addresses, and relationships of these parties should be provided for Terracon approval prior to authorization of the project. Terracon may grant reliance on the report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). For a period of up to one year after the report date, Linn County Risk Management and Terracon will consent to reliance on the report by a third party. During the one-year period, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee per relying party.

Reliance on the report by Linn County Risk Management and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services (and sections of this proposal incorporated herein), the Reliance Agreement, and the Report.

3.0 LIMITATIONS AND KEY UNDERSTANDINGS

- This fee is valid for 60 days from the date of this proposal; the fees are based on the assumptions, information gathered, and conditions provided at the time of this proposal.
- For the purposes of this proposal, we have assumed that access to the building will be completed over one to two mobilizations during a time when the building is not occupied by the general public (e.g., evenings).
- Terracon staff will require safe and legal access to the first and second floors of the original portion of the building during our time on-site. It is anticipated that access will be provided by Linn County.
- The findings and conclusions presented in the final report will be based on the current utilization of the site, the anticipated future use of the site, and the information collected as discussed in this proposal.
- Terracon will make reasonable efforts to locate and sample suspect LCPs in the building, however, some materials may be inaccessible or hidden, and not discovered until remediation activities are ready to begin.

- Terracon's reports are not intended for use as bidding documents. Consultants and contractors reviewing the report must draw their own conclusions regarding the need for further investigation, remediation, and quantities of materials noted.
- Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information used in the report. Laboratory analytical fees are subject to change without prior notification.

4.0 SCHEDULE

Terracon's services can be initiated following receipt of the executed Agreement for Services. The inspection will be scheduled at a date and time mutually agreeable between Terracon and Linn County. We have estimated that the field services will take one business day for the building. Our proposed costs include standard laboratory turnaround time (approximately five business days), and the final report will be provided to Linn County approximately 10 business days following receipt of the final laboratory analytical reports. In order to complete the project in accordance with this proposal, the following items should be provided by Linn County at the time of project authorization:

- A copy of the signed Agreement for Services.
- Safe and legal right of entry to conduct the services, including access to building interiors.
- Notification of any restrictions of special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- A listing of any materials that are not to be damaged as part of the services. Depending on the extent of this list, these items may need to be further defined.
- Any known environmental or safety conditions at the site (i.e., hazardous materials processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

5.0 COMPENSATION

The Scope of Services as described in this proposal will be invoiced for a lump sum of $3,000.

Any requested additional services beyond the scope specified herein will be invoiced according to Terracon's current fee schedule. Terracon's invoices will be submitted to the address appearing above on approximately 30-day billing cycles. If conditions are encountered that require significant changes in the Scope of Services, Linn County will be contacted for discussion and approval of such changes before we proceed.

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Manager: TLR	Project No. P06237082
Drawn by: Client	Scale: Not to Scale
Checked by: TLR	File Name: Exhibits
Approved by: JRB	Date: June 2023

Terracon

2640 12th Street SW Cedar Rapids, Iowa 52404
PH. (319) 366-8321 FAX. (319) 366-0032

1st Floor Map

Proposed Lead-Containing Paint Survey
Jean Oxley Building
Cedar Rapids, Iowa

Exhibit
1

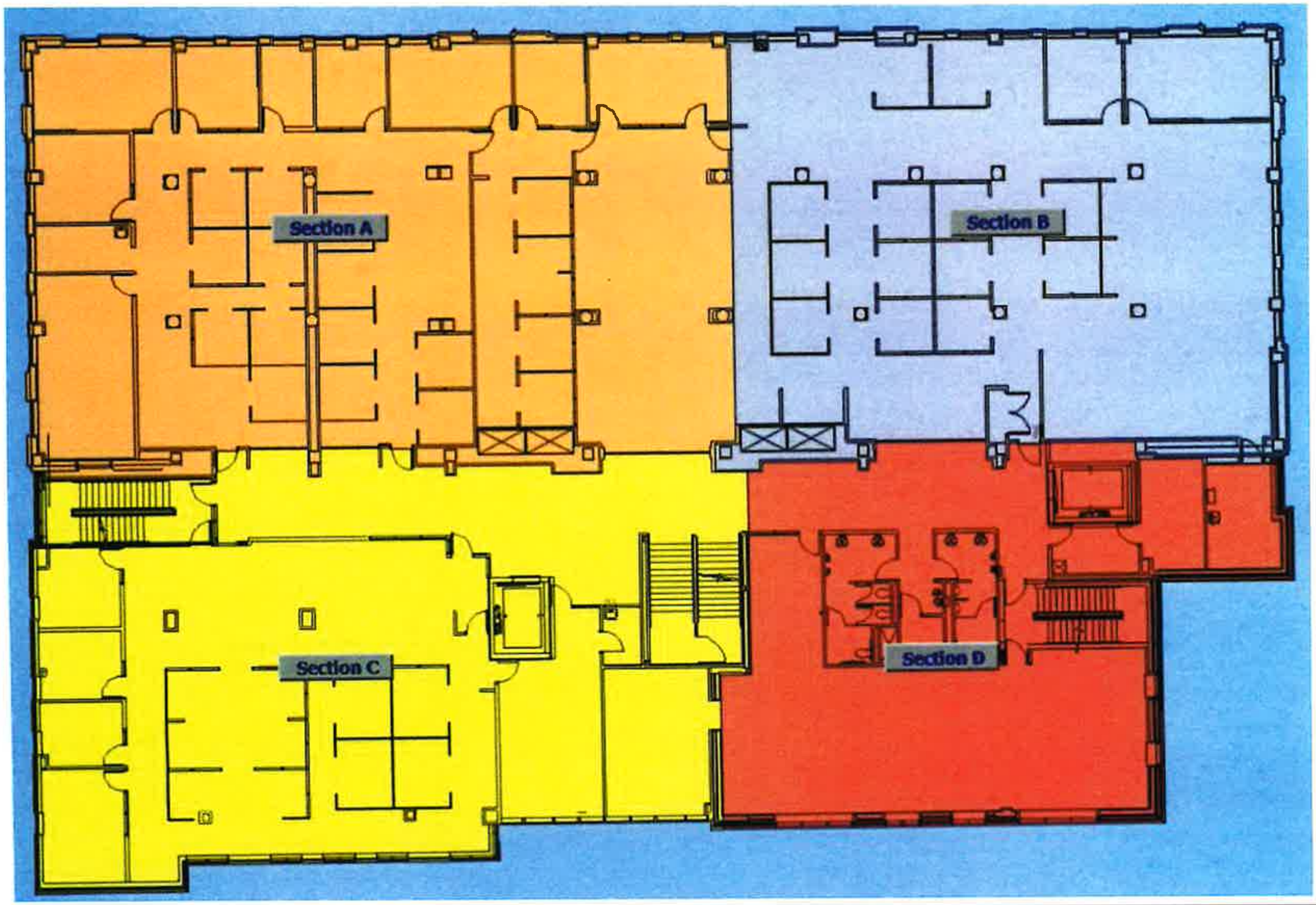

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Manager:	TLR	Project No.	P06237082
Drawn by:	Client	Scale:	Not to Scale
Checked by:	TLR	File Name:	Exhibits
Approved by:	JRB	Date:	June 2023

Terracon

2640 12th Street SW Cedar Rapids, Iowa 52404
PH. (319) 366-8321 FAX. (319) 366-0032

2nd Floor Map

Proposed Lead-Containing Paint Survey
Jean Oxley Building
Cedar Rapids, Iowa

Exhibit

2

Terracon

Reference Number: P06237082

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Linn County ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Jean Oxley Building Lead Paint Survey project ("Project"), as described in Consultant's Proposal dated 06/07/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Linn County**
By:	James Baxter Date: **6/27/2023**	By:	Date:
Name/Title:	**James R. Baxter / Group Manager, Industrial Hygiene Services**	Name/Title:	**Louis J. Zumbach / County Supervisor**
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