

BOARD OF SUPERVISORSDistrict 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, May 24, 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.

Resolutions

Resolutions to approve 28E Agreements with the City of Palo for Building Services and Rental Housing/Property Maintenance Inspections.

Resolution authorizing the transfer of \$1,052,181 from the General Basic fund to the Secondary Roads fund.

Resolution authorizing the transfer of \$8,564,303 from the General Supplemental fund to the General Basic fund.

Resolution authorizing the transfer of \$2,605,479 from the Rural Services fund to the Secondary Roads fund.

Contract and Agreements

Approve and authorize Chair to sign an updated rates sheet for Options of Linn County and the Mental Health/Disability Services of the East Central Region for July 1, 2023 through June 30, 2024.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the City of Springville for the Springville Emmons Recreational Park Improvement Project in the amount of \$139,052.00.

Approve and authorize Chair to sign agreement(s) with Continuant for Mitel phone system maintenance \$5,872.48 (monthly), phone line service \$7,916.75 (monthly), and professional services (one-time costs) effective July 1, 2023 through June 30, 2024.

Approve and authorize Chair to sign, an Agreement between Linn County and collectively L&L Murphy, Associates and Grant Consulting LLC for consulting and advisory services

Approve, and authorize the Chair to sign, a Memorandum of Agreement with the members of the Urban County Coalition relating to developing, communicating, and advocating for issues of common interest

Approve and authorize Chair to sign a contract number JUV-24-TR-6-001, entitled Tracking, Monitoring & Intervention, between Linn County, State of Iowa Juvenile Court Services, and the Iowa Department of Human Services, effective July 1, 2023 through June 30, 2024 for an amount not to exceed \$690,816.00.

Approve and authorize Chair to sign a Second Amendment to contract number SOLO CJJP-22-6-001, entitled In-Home Day Treatment, between Linn County, Juvenile Court Services for the 6th Judicial District of Iowa (JCS), effective July 1, 2023 through June 30, 2024 for an amount not to exceed \$222,568.00

Approve and authorize Chair to sign an Electronic Monitoring Agreement between Linn County and Juvenile Court Services for the 6th Judicial District Juvenile Court Services, effective July 1, 2023 through June 30, 2024 for an amount of \$8.50 per day.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Proclamation recognizing the valued contributions of 2 Lisbon-Mount Vernon Ambulance Service volunteers

Discuss and approval of finance plan for issuance of General Obligation Land and Water Legacy Bonds, Series 2023A in the amount of \$9,490,000

Discuss and approval of Preliminary Official Statement for issuance of General Obligation Land and Water Legacy Bonds, Series 2023A.

Discuss and authorize Chair to sign a Provider Contract Service Rate Sheet for the Linn County Mental Health Access Center from the East Central Region for Fiscal Year 2024

Discuss and decide on a Vacancy Form requesting a Home Health Care Aide Team Lead for the Home Health Department

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

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.

RESOLUTION # _____

Linn County and City of Palo Agreement for Construction Code Administration

WHEREAS, the Board of Supervisors, Linn County, Iowa, pursuant to Iowa Code Chapter 28E, proposes that Linn County enter into an agreement with the City of Palo, Iowa under the title *Linn County and City of Palo Agreement for Construction Code Administration*, and;

WHEREAS, the purpose for such agreement is to provide for the administration of the construction codes of the City of Palo by Linn County in order to protect the public health, safety, and welfare, and;

WHEREAS, such agreement is in the best interests of Linn County and the City of Palo;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, that Linn County, Iowa will join pursuant to Iowa Code Chapter 28E, with the City of Palo, Iowa into an agreement entitled *Linn County and City of Palo Agreement for Construction Code Administration*.

Passed and approved this 24th day of May, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers

Kirsten Running-Marquardt

ATTEST:

Joel Miller, Linn County Auditor

LINN COUNTY RESOLUTION # _____

**Linn County and City of Palo Agreement
For
Rental Housing and Property Maintenance Inspections**

WHEREAS, the Board of Supervisors, Linn County, Iowa, pursuant to Iowa Code Chapter 28E, proposes that Linn County enter into an agreement with the City of Palo, Iowa under the title *Linn County and City of Palo Agreement for Rental Housing and Property Maintenance Inspections*, and

AND WHEREAS, the purpose for such agreement is to provide for the administration of the property maintenance and housing codes of the City of Palo by Linn County in order to protect the public health, safety, and welfare, and

AND WHEREAS, such agreement is in the best interests of Linn County and the City of Palo, and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that Linn County, Iowa will join pursuant to Iowa Code Chapter 28E, with the City of Palo, Iowa into an agreement entitled *Linn County and City of Palo Agreement for Rental Housing and Property Maintenance Inspections*.

Passed and approved this _____ day of _____, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

ATTEST:

Joel D. Miller, Linn County Auditor

Resolution No. 051523B

Prepared by & to be returned to Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 (319) 892-5130

LINN COUNTY AND CITY OF PALO
AGREEMENT FOR CONSTRUCTION CODE ADMINISTRATION

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Palo, Iowa, shall be known as the *Linn County and City of Palo Agreement for Construction Code Administration*.

2. PURPOSE AND SCOPE

2.1. Purpose of Agreement. The purpose of this Agreement is to provide for the administration and enforcement of the Construction Codes of the City of Palo by Linn County to protect the public health, safety and welfare. It is the Intent that the same level of service shall be provided to the citizens of Palo as is currently provided to the citizens of the unincorporated areas of Linn County.

2.2. Scope of services. Linn County, through the Building Division of the Planning and Development Department, shall provide services to administer and enforce the Construction Codes of the City of Palo for all projects requiring inspections, plan review and certificates of occupancy as specified in the City's adopted Construction Codes.

3. DEFINITIONS:

As used in this Agreement, the following terms are defined:

Building Division: The Building Division of the Linn County Planning and Development Department.

Building Official: The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County *Construction Codes*.

City: The City of Palo, Iowa.

Construction Codes: The current version of Chapter 105, Buildings and Building Regulations: Article I (In General), Article II (Construction Regulations), Article III (Electrical Installations), Article IV (Mechanical Systems), and Article V (Plumbing); and the current version of Chapter 12, Fire Prevention and Protection; of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of permit application.

County: The County of Linn, Iowa.

Inspectors: The Combination Building Inspectors employed with the Linn County Building Division under the direction of the Linn County Building Official.

Permit: Permits issued in accordance with the referenced *Construction Codes* for work within the city limits of the City. The provisions of this Agreement are determined to supersede and fulfill the requirements of Chapter 155, Building Permits, for the City.

4. PROCEDURES AND FEES

4.1. Place of application. Permit applications shall be made with Linn County Planning and Development either online at bsaonline.com or in person at 935 2nd Street Southwest, Cedar Rapids, IA, in accordance with the County's procedures and requirements. When zoning approval is required, the County shall prepare a zoning site plan for city review. Upon approval, the City shall provide the County with a copy of the approved zoning site plan or zoning permit, and floodplain permit as applicable.

4.2. Permit issuance. The County shall issue permits in accordance with its procedures and requirements. Permits will be issued when the construction drawings have been reviewed by the Building Official or designee for compliance with the *Construction Codes*.

4.3. Fees. Permit and inspection fees shall be the same for City Permits as for County Permits and shall be determined in accordance with the Linn County Building Regulations Fee Schedule in effect at the time of this Agreement or as amended by Resolution of the Linn County Board of Supervisors. Fees are due and payable to Linn County Planning and Development at the time of application.

4.4. Active permits on effective date of Agreement. Any permit applied for prior to the effective date of this Agreement shall fall under the purview of the City and is not subject to the provisions of this Agreement. Upon request from the City, permits applied for prior to this agreement can be transferred to the County on a prorated basis as shown below:

- 100% for permit applications for which no plan review has been started and for which no permit has been issued;
- 70% for permits for which plan review had been started, or for permits that have been issued but for which no on-site inspection has been performed;
- All other permits that have been issued, have received one or more on-site inspections, but have not been finalized, will be assessed on a pro-rated basis as determined by the Building Official.

Such requests shall include the permit holder's name and address, the address where the construction is being performed, description of work, construction documents, and documentation of any inspections performed to date.

4.5 Fees for Saturday inspections. Saturday inspection fees will be charged to the individual requesting the inspection at one-and-one-half times the hourly rate based upon the current hourly wage rate of the personnel required, plus overhead costs for fringe benefits, office administration and transportation, with a (3) hour minimum charge, subject to change based on current fee and pay grade schedule. The County reserves the right to request an increase in charges if the current rate does not fully cover the County's costs. Saturday inspections must be requested at least 24 hours prior to the close of business on Friday.

4.6 Construction Codes incorporated by reference. The City hereby incorporates by reference into the *Code of Ordinances of the City of Palo, Iowa* the *Construction Codes* as defined in this Agreement, including future amendments and recodifications.

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Construction Codes*. Inspections shall include footings; setbacks; electrical service; gas piping; rough inspections for framing, electrical, mechanical, and plumbing work; final inspections; and all other inspections required by the *Construction Codes*.

5.2. Requests for inspections. Inspection requests shall be made by the permit applicant or an authorized representative. Requests may be made online or by telephone to the Linn County Building Division between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Twenty-four hour notice is required prior to an inspection.

5.3. Inspection times. Inspections will be conducted by the County Inspectors approximately between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Inspectors' schedules.

6. ENFORCEMENT

6.1. Administration of Construction Codes by County. Administration and enforcement of the *Construction Codes* shall be by the County in accordance with the administrative provisions of the *Construction Codes*.

6.2. Prosecution of violations by City. Prosecution of violations of the *Construction Codes* cited by the County in the enforcement of the *Construction Codes* shall be by the City.

7. ZONING & FLOODPLAIN MANAGEMENT

7.1. Zoning approval by City. Enforcement of the City zoning ordinance shall be by the City. The City shall provide copies of an approved zoning site plan / zoning permit for each new building or addition that increases the building footprint, or for any change in use or occupancy of any existing building.

7.2. Setback inspection. County Inspectors shall confirm that the location of new buildings or additions meet the minimum setbacks shown on the approved site plan during the footing inspection.

7.3. Information provided by City. The City shall provide to the Building Division copies of City maps or other information showing streets, addresses, zoning districts, property owners, and other pertinent information.

7.4 Enforcement of floodplain regulations by City. Enforcement of floodplain regulations shall be by the City in accordance with its adopted regulations. A copy of approved floodplain development permits, as required by the City's floodplain regulations, shall be provided to the County.

8. RECORDS

8.1. Records maintenance. The County shall maintain records of Permits, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner.

8.2. Permit activity reports. The County shall provide, if requested, quarterly reports to the City of permit activity in the City. The reports shall include the number and type of permits issued, and the valuation of the projects. Other information may be included in the reports as mutually agreed.

9. HOLD HARMLESS

The City of Palo shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this Agreement.

10. APPEALS

10.1. Appeals of determinations. Appeals of decisions or determinations of the Building Official relative to the application and interpretation of the *Construction Codes* shall be heard by the City's Building Board of Appeals

10.2. Written reports and determinations. The Building Official shall provide a written report to the Building Board of Appeals in advance of the hearing; the City shall provide written findings and decisions regarding the disposition of any appeal to the Building Official.

11. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

12. DURATION OF AGREEMENT; TERMINATION

12.1. Continuation and termination of Agreement. This Agreement shall continue until terminated by either the County or the City. Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

12.2. County not obligated after termination date. The County shall not be obligated to perform inspections after the termination date for permits that are applied for or issued prior to the termination date.

12.3 Partial refund of Linn County permit and inspection fees after termination date. Upon termination, Linn County permit and inspection fees will be refunded to the permit holder on a prorated basis as shown below:

- 100% for permit applications for which no plan review has been started and for which no permit has been issued;
- 70% for permits for which plan review has been started, or for permits that have been issued but for which no on-site inspection has been performed;
- Upon request, refunds will be issued on a pro-rated basis as determined by the Building Official for permits that have been issued and have received one or more on-site inspections, but have not been finalized.

13.EFFECTIVE DATE

The effective date of this amended Agreement is June 1, 2023.

City of Palo, Iowa

County of Linn, Iowa



Eric VanKirckhove, Mayor
City of Palo

Louis Zumbach, Chair
Linn County Board of Supervisors

5-16-23

Date

Date

Attest:



Lenna Goodale, City Clerk

Joel D. Miller, Linn County Auditor

Resolution No. 051523C

Prepared by & to be returned to Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 319-892-5130

**LINN COUNTY AND CITY OF PALO
AGREEMENT FOR RENTAL HOUSING AND PROPERTY MAINTENANCE
INSPECTIONS**

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Palo, Iowa, shall be known as the *Linn County and City of Palo Agreement for Rental Housing and Property Maintenance Inspections*.

2. PURPOSE AND SCOPE

2.1 Purpose of Agreement. The purpose of this Agreement is to provide inspection services for Rental Housing and Property Maintenance Regulations of the City of Palo to protect the public health, safety and welfare.

2.2 Scope of Services. Linn County, through the Building Division of the Department of Planning and Development, shall provide services to inspect rental housing units and determine property maintenance violations as specified in the City's adopted Rental Housing Code and Property Maintenance Code. The Code Official shall be at all times an employee of Linn County and not an employee or agent of the City of Palo.

3. DEFINITIONS

As used in this Agreement, the following terms are defined:

- Building Division:* The Building Division of the Linn County Department of Planning and Development.
- Code Official:* The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County *Rental Housing and Property Maintenance Codes*.
- City:* The City of Palo, Iowa.

Code: The current version of Chapter 105, Buildings and Building Regulations: Article VI and VII of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of the inspection or investigation.

County: The County of Linn, Iowa.

Code Compliance Officer: The Code Compliance Officer employed with the Linn County Building Division under the direction of the Linn County Building Official.

4. PROCEDURES AND FEES

4.1 Place of Registration. Landlord and property registration will be made at the City of Palo, 2800 Hollenbeck Rd., Palo, IA. The City shall remit to the County a copy of all registered residential rental properties.

4.2 Fees. Applicant fees are to be paid directly to the City by the applicant. Monthly, the County will bill the City for all rental & property maintenance services performed within the City. The bill will include an itemized list of the rental and property maintenance services that were performed. The City shall remit payment to the County within 30 days of receipt of the bill. All fees paid by the City to the County shall be retained by the County. The City of Palo agrees to pay Linn County for inspection services based upon Linn County's adopted fee schedule for rental housing and property maintenance as established by Resolution number 2022-9-146 approved by BOS.

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Property Maintenance and Housing Codes*. Weed and junk vehicle complaints shall be handled by the City.

5.2. Notification. Notification of required rental housing and property maintenance inspections shall be made by the county to the owner or authorized agent.

5.3 Inspection requests. Property maintenance inspection requests shall be made by the City to the County. Customers will be directed to contact the city with complaints, concerns, and requests relating to property maintenance. Requests may be made via email or by telephone to the Linn County Building Division between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Twenty-four hour notice is required prior to an inspection.

5.4 Inspection times. The Code Compliance Officer will conduct inspections between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Officer's schedules.

5.5 Certificate of Inspected Housing. A Certificate of Inspected Housing shall be issued by the county to the owner or authorized agent upon successfully passing inspection and valid for two (2) years once the residential rental unit has passed all required inspections per the Code.

6. ENFORCEMENT

Administration and enforcement of the Regulations shall be by the Code Official. Enforcement and prosecution of Code violations cited by the County shall be by the City.

7. RECORDS

7.1. Records maintenance. The County shall maintain records of Rental units, rental inspections, inspection results, certificates of inspected housing, property maintenance investigation requests, investigation results, and all notices of violations, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner.

7.2 Billing statements. The County shall provide monthly statements that will reflect the number and type of inspections performed, and the number of certificates of inspected housing issued, and the costs due to County from City.

8. HOLD HARMLESS

The City of Palo shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this agreement. The parties reserve any and all defenses and immunities that each possess under State law.

9. APPEALS

Appeals of decisions or determinations relative to the application and interpretation of the Rental Housing and Property Maintenance Regulations shall be through the City in accordance with the Code.

The City shall provide decisions and findings in writing to the County.

10. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

11. DURATION OF AGREEMENT

This Agreement shall continue until terminated by either the County or the City.

12. TERMINATION

Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

The County shall not be obligated to perform inspections after the termination date.

13. EFFECTIVE DATE

The effective date of this Agreement is June 1, 2023 or the date the certified Agreement is recorded at the Linn County Recorder, whichever is later.



Eric VanKerckhove, Mayor
City of Palo

Louis Zumbach, Chair
Linn County Board of Supervisors

Attest:



Lenna Goodale, City Clerk

Joel Miller, Auditor

RESOLUTION NO. 2023 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Secondary Roads fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of \$1,052,181 is ordered to be transferred from the General Basic fund to the Secondary Roads fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _____ day of May 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

I, Joel Miller, Linn County Auditor, certify that at a regular meeting of the Linn County Board of Supervisors the foregoing resolution was duly adopted by a vote of:

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2023 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Supplemental fund to the General Basic fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The sum of \$8,564,303 is ordered to be transferred from the General Supplemental fund to the General Basic fund, to replace FICA, IPERS and insurance costs paid from the General Basic fund.

Section 2. The Auditor has been directed to correct his books accordingly and to notify the Treasurer of this operating transfer, accompanying the notification with a copy of this resolution and the record of its adoption.

PASSED AND APPROVED this _____ day of May 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

I, Joel Miller, Linn County Auditor, certify that at a regular meeting of the Linn County Board of Supervisors the foregoing resolution was duly adopted by a vote of:

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2023 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the Rural Services fund to the Secondary Roads fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of \$2,605,479 is ordered to be transferred from the Rural Services fund to the Secondary Roads fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _____ day of May 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

I, Joel Miller, Linn County Auditor, certify that at a regular meeting of the Linn County Board of Supervisors the foregoing resolution was duly adopted by a vote of:

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor



Provider Contract: Service and Rate Attachment – FY2024

Effective July 1, 2023 – June 30, 2024

Provider: MHAC of Linn County
501 13th Street NW
Cedar Rapids, IA 52405

CSN#18153

Chart of Acct #	Procedure Code	Service	Approved FY2023 Rate	Unit of Service	Approved FY2024 Rate
44396		Access Centers – Operation Support (for example: triage, peer, psych/NP, prescriber services, safety tech, salaries, software		Annual MAX	\$1,450,000

Rates may be adjusted throughout the fiscal year to reflect Medicaid changes in rates and new services.

1. ECR is responsible for funding only those services and supports authorized in accordance with provisions described in the ECR Management Plan and identified in the Annual Service and Budget Plan of ECR Funded Services.
2. For ECR eligible services, all Medicaid/MCO floor rates will be honored unless a MH/DS of the East Central Region rate is established with a cost report.
3. Per the Iowa Health Link program transition, please indicate by a check mark which Managed Care Organization (MCO) you have contracted with for reimbursement through Iowa Medicaid fee-for-service: _____Amerigroup Iowa, Inc. _____Iowa Total Care
4. ECR's MH/DS fund will not be used to subsidize the cost of services provided to recipients of non-provider-enrolled and non-contracted MCO's.
5. Provider shall guard the security of all PHI, including ePHI by using recognized methods of encryption in transmitting ePHI and other confidential information to MH/DS of the East Central Region.
6. Must submit Crisis Services Output spreadsheet monthly.
7. Must submit a Demographic Information Sheet, including DOB and SSN if known, monthly with information on individuals utilizing the service.
8. Provider is responsible in assisting individuals to obtain Medicaid.

Signature

Date

Printed Name

Email

Phone Number

Secondary Name (If applicable)

Secondary Email (If applicable)

Phone Number

MHDS of the East Central Region

Mae Hingtgen, CEO

mhingtgen@ecriowa.us

Date

INSTRUCTIONS FOR POLICIES AND BILLING TO THE MHDS OF THE EAST CENTRAL REGION

Please ensure that all of the following are included on invoices sent to the Region.

- Name that matches the W-9 you submitted (if the name or address changes, please submit a new W-9)
- Mailing address
- Name and unique identifier of each individual served during the reporting period (if billed by person)
- CPT, COA code, and/or name of service(s) provided
- Number of units of service, unit rate (this should be the approved rate) and total cost of units provided to each individual
 - o If you would like a form with formulas to calculate totals, please e-mail claims@ecriowa.us and we will provide the form.
 - o If an individual has a co-pay, the total amount billed should be reduced, not the unit rate. It is very helpful if the invoice indicates the amount of co-pay.
- Total of the invoice-we match this total to the total in our system to ensure everything was entered correctly
- For RCFs, please send a copy of the CP calculator and a list of out of facility days for each individual.
- For utility bills, we must receive the bill (current or past) which shows the charge for the time for which the payment is requested. A past due bill is not enough since it doesn't show where the past due amount came from. Payment is based upon the dates of service, not the date of the bill.

Billing Timeline/Guidance

- Providers are expected to submit invoices within sixty (60) days of the service unless the provider is waiting for third party payment. No bill will be paid that is over one year old from the date of service rendered without specific approval from the CEO or unless there is a statutory obligation.
- Invoices can be submitted via e-mail or snail mail using the information below.

For further questions, please contact Claims:

- Claims@ecriowa.us
- MH/DS of the East Central Region
210 5th Ave NE
Independence, IA 50644
- 319-334-7450

Thank you for providing these important services to individuals in the East Central Region.



AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

Federal Awarding Agency: U.S. Department of the Treasury

Federal Award Number: SLFRP0336

Assistance Listing (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Fund

Federal Award Date: May 19, 2021

Subaward Number: ARPA2023-006

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	City of Springville
935 2 nd Street SW	304 Broadway St
Cedar Rapids, IA	Springville, IA 52336-9519
	UEI #: CTDDVLUBPJA4
Subaward Budget Period Start date: 5/1/2023 End date: 12/31/2024	
Period of Performance Start date: 5/1/2023 End date: 12/31/2024	
Amount of federal funds obligated by this action: \$139,052.00	
Total amount of the federal funds obligated to the Subrecipient: \$139,052.00	
Total amount of the federal funds committed to the Subrecipient: \$139,052.00	
Project Title: Springville Emmons Recreational Park Improvement Project	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to CITY OF SPRINGVILLE ("Subrecipient") for the **Springville Emmons Recreational Park Improvement Project**

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) 12/31/2026

3. Grant Funding.

The Subrecipient shall use the Subaward solely for the **Springville Emmons Recreational Park Improvement Project**.

The County agrees to provide up to \$139,052.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for improvement to Emmons Recreational Park. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

The Subrecipient may submit invoices and or detailed reports to account for expenditure of funds to the County on a monthly basis, but no less than quarterly. Due dates for the quarterly reports are available on EXHIBIT A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget
Attn: Sonia Evans, Senior Accountant
935 2nd Street SW
Cedar Rapids, IA 52404
Sonia.evans@linncountyiowa.gov

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. Monitoring.

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level Subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

6. Maintenance of Records.

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

7. Closeout.

The closeout report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as require herein, unspent cash advances, program income balances, and

accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

8. Events of Default.

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement.
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement.
- c. Failure to comply with applicable federal, state, and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information.
- e. Engaging in conduct that has or may expose the other Party to liability.

9. Notice of Default.

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

10. Remedies.

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance.
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question.
- b. Temporarily withhold cash payment pending correction of the deficiencies

- c. Disallow all or part of the cost of the activity or action not in compliance.
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

11. Termination.

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

12. Procurement.

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

13. Conflicts of Interest.

Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

14. Modification.

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated, except in writing with the consent of both parties.

15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Notices

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely on the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

17. Defense and Indemnification.

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

18. Severability.

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

19. Status of Subrecipient.

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

20. Assignment.

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

21. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties for the **Springville Emmons Recreational Park Improvement Project** and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

The Subrecipient declares that to its best knowledge, it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Section 501.
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021.
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

23. Publications.

Subrecipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

24. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Treasury employee responsible for contract or grant oversight or management.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Seat Belt Use.

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

26. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

27. Certification Regarding Government-Wide Restrictions on Lobbying.

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, 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 grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. 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 Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

28. Eligibility.

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

29. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this 8th day of May, 2023.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

CITY OF SPRINGVILLE

Dee Wagman
Authorized Representative

5/8/2023
Date

EXHIBIT A

Statement of Work

Statement of work to include improvements to Emmons Recreational Park in Springville, Iowa. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
2021	4	October 1 - December 31	January 15, 2022
2022	1	January 1 - March 31	April 15, 2022
2022	2	April 1 - June 30	July 15, 2022
2022	3	July 1 - September 30	October 15, 2022
2022	4	October 1 - December 31	January 15, 2023
2023	1	January 1 - March 31	April 15, 2023
2023	2	April 1 - June 30	July 15, 2023
2023	3	July 1 - September 30	October 15, 2023
2023	4	October 1 - December 31	January 15, 2024
2024	1	January 1 - March 31	April 15, 2024
2024	2	April 1 - June 30	July 15, 2024
2024	3	July 1 - September 30	October 15, 2024
2024	4	October 1 - December 31	January 15, 2025
2025	1	January 1 - March 31	April 15, 2025
2025	2	April 1 - June 30	July 15, 2025
2025	3	July 1 - September 30	October 15, 2025
2025	4	October 1 - December 31	January 15, 2026
2026	1	January 1 - March 31	April 15, 2026
2026	2	April 1 - June 30	July 15, 2026
2026	3	July 1 - September 30	October 15, 2026
2026	4	October 1 - December 31	January 15, 2027

EXHIBIT A1

SHIVE-HATTERY, INC.					TABULATION OF BIDS					
Owner: City of Springville					04/05/23 @ 2:00PM					
Project Name: Emmons Recreational Park Improvements 2023 (Bid Pkg 3)					City of Springville City Council Chambers 304 Broadway Springville, IA 52336					
S-H Project #: 2192351					1 of 1					
NAME AND ADDRESS OF BIDDER					Shive-Hattery Estimate		Rathje Construction Co.		Taube Excavation	
					222 Third Avenue SE, Ste 300		305 44th Street		2737 Jordan's Grove Rd	
					Cedar Rapids, IA 52403		Marion, IA 52302		Marion, Iowa 52302	
Bid Security - 5%							YES		YES	
Bid Form							YES		YES	
Bidder Status Form							YES		YES	
Authorization to Transact Business Worksheet							YES		YES	
Addendum Number 1							YES		YES	
Addendum Number 2							YES		YES	
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
BASE BID										
(Items 1-21):										
1	2010-D-3	Topsoil, Respread	CY	919.0	\$ 9.00	\$ 8,271.00	\$ 16.00	\$ 14,704.00	\$ 15.77	\$ 14,500.00
2	2010-E-0	Grading - Class 10 Import	CY	9,736.0	\$ 11.00	\$ 107,096.00	\$ 17.00	\$ 165,512.00	\$ 105.00	\$ 102,228.00
3	2010-J-0	Modified Subbase, 6"	SY	4,146.0	\$ 7.50	\$ 31,095.00	\$ 6.50	\$ 26,949.00	\$ 7.50	\$ 31,095.00
4	4030-A-1	Pipe Culvert, Trenched, RCP, 18"	LF	23.0	\$ 90.00	\$ 2,070.00	\$ 42.00	\$ 966.00	\$ 67.39	\$ 1,550.00
5	4030-B-1	Pipe Apron, RCP, 18"	EA	2.0	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 900.00	\$ 1,800.00
6	7010-A-0	PCC Parking Lot, 6"	SY	4,130.0	\$ 50.00	\$ 206,500.00	\$ 43.80	\$ 180,894.00	\$ 48.37	\$ 199,800.00
7	7030-C-0	PCC Trail, 5"	SY	1,566.0	\$ 45.00	\$ 70,470.00	\$ 42.50	\$ 66,555.00	\$ 50.16	\$ 78,546.00
8	8020-B-1	Painted Pavement Markings, Solvent/Waterborn	STA	19.5	\$ 110.00	\$ 2,145.00	\$ 118.50	\$ 2,310.75	\$ 70.51	\$ 1,375.00
9	8020-C-1	Painted Symbols and Legends	EA	4.0	\$ 200.00	\$ 800.00	\$ 90.00	\$ 360.00	\$ 373.75	\$ 1,375.00
10	8040-A-0	Type A Sign, Sheet Aluminum	SF	8.0	\$ 50.00	\$ 400.00	\$ 20.00	\$ 160.00	\$ 171.87	\$ 1,375.00
11	8040-B-0	Steel 2" X 2" Perforated 14-Gauge Square Tubi	LF	48.0	\$ 10.00	\$ 480.00	\$ 34.00	\$ 1,632.00	\$ 28.65	\$ 1,375.00
12	9010-A-0	Permanent Seeding, Hydroseeding	AC	4.5	\$ 2,500.00	\$ 11,250.00	\$ 3,100.00	\$ 13,950.00	\$ 3,400.00	\$ 17,000.00
13	9010-A-0	Native Grass and Forb (Wildflower) Seeding M	AC	0.16	\$ 1,500.00	\$ 240.00	\$ 5,000.00	\$ 800.00	\$ 5,000.00	\$ 800.00
14	9040-D-1	Fiber Sock, 12", Installation and Removal	LF	425.0	\$ 4.00	\$ 1,700.00	\$ 2.75	\$ 1,168.75	\$ 2.50	\$ 1,062.00
15	9040-J-1	Rip Rap, Erosion Stone & Engineering Fabric	TON	5.0	\$ 20.00	\$ 100.00	\$ 75.00	\$ 375.00	\$ 130.00	\$ 650.00
16	9040-N-1	Silt Fence	LF	1,967.0	\$ 1.50	\$ 2,950.50	\$ 1.50	\$ 2,950.50	\$ 1.50	\$ 2,950.00
17	9040-D-1	Stabilized Construction Entrance	SY	140.0	\$ 13.00	\$ 1,820.00	\$ 14.50	\$ 2,030.00	\$ 7.14	\$ 1,000.00
18	9040-T-1	Inlet Protection Device, Surface-Applied, Install	EA	3.0	\$ 275.00	\$ 825.00	\$ 100.00	\$ 300.00	\$ 150.00	\$ 450.00
19	9060-B-1	Swing Gate	EA	2.0	\$ 2,500.00	\$ 5,000.00	\$ 1,975.00	\$ 3,950.00	\$ 1,225.00	\$ 2,450.00
20	11,010-A	Construction Staking (allowance)	LS	1.0	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00
21	11,020-A	Mobilization	LS	1.0	\$ 25,000.00	\$ 25,000.00	\$ 45,000.00	\$ 45,000.00	\$ 30,000.00	\$ 30,000.00
TOTAL						\$ 489,212.50		\$ 543,067.00		\$ 496,381.00
ALTERNATE 1 (Item 22):										
22	4040-A-0	Softball Field Construction	LS	1.0	\$ 125,500.00	\$ 125,500.00	\$ 251,814.00	\$ 251,814.00	\$ 219,770.00	\$ 219,770.00
TOTAL						\$ 125,500.00		\$ 251,814.00		\$ 219,770.00
ALTERNATE 2 (Items 23-30):										
23	4010-A-1	Sanitary Sewer, Trenched, PVC, 6"	LF	679.0	\$ 35.00	\$ 23,765.00	\$ 80.00	\$ 54,320.00	\$ 42.94	\$ 29,160.00
24	5010-A-1	Water Main, Trenched, DIP (OR PVC), 8"	LF	371.0	\$ 40.00	\$ 14,840.00	\$ 82.00	\$ 30,422.00	\$ 69.75	\$ 25,880.00
25	5010-C-2	Fittings, DIP (OR PVC), 8"	LB	500.0	\$ 15.00	\$ 7,500.00	\$ 6.00	\$ 3,000.00	\$ 16.40	\$ 8,200.00
26	5010-D-0	Water Service Stub, 1.5"	EA	2.0	\$ 1,250.00	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00	\$ 1,900.00	\$ 3,800.00
27	5020-A-0	Valve, Gate, 8"	EA	2.0	\$ 1,500.00	\$ 3,000.00	\$ 2,400.00	\$ 4,800.00	\$ 1,700.00	\$ 3,400.00
28	5020-C-0	Fire Hydrant Assembly	EA	1.0	\$ 4,000.00	\$ 4,000.00	\$ 6,800.00	\$ 6,800.00	\$ 5,000.00	\$ 5,000.00
29	6010-A-0	SW-301 Manhole	EA	3.0	\$ 4,000.00	\$ 12,000.00	\$ 5,000.00	\$ 15,000.00	\$ 7,500.00	\$ 22,500.00
30	7020-A-0	Pavement, HMA, 9"	SY	16.0	\$ 55.00	\$ 880.00	\$ 150.00	\$ 2,400.00	\$ 56.25	\$ 900.00
TOTAL						\$ 66,485.00		\$ 126,742.00		\$ 98,840.00
TOTAL BID (Items 1-30):						\$ 683,197.50		\$ 921,623.00		\$ 814,991.00
Noted Discrepancies					Engineer's Cost Opinion	\$ 683,189.00	Bid Proposal	\$ 923,173.00	Bid Proposal	\$ 814,392.00

Contractor Bid	
Base Bid	496,381.00
Alternate 1	Rejected
Alternate 2	98,840.00
Total project Cost	<u>\$ 595,221.00</u>

City Contribution	304,398.00	
County Grant - Economic & Community Development	22,500.00	
Donation - Church	16,000.00	
Springville Parks Fundraising	63,769.00	
County ARPA Funds	139,052.00	
LOST Funds	55,000.00	<i>City has approved more LOST for contingency</i>
	<u>\$ 600,719.00</u>	

EXHIBIT B

Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2011).

1. Compliance with Applicable Laws and Regulations.

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. *Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;*
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4. Certification Regarding Government-Wide Restrictions on Lobbying.

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, 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 grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. 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 Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.



Maintenance Advantage Plan PROPOSAL

Created by:

Zach

Crenshaw

zach.crenshaw@continuant.com

Prepared for:

Phil

Lowder

County of Linn, Iowa

 **Microsoft**
Solutions Partner
Modern Work

Specialist
Adoption and Change
Management
Calling for Microsoft Teams
Meetings and Meeting Rooms
for Microsoft Teams



Your Investment

Package
Other Base Plan Mitel v 8.9
Avaya Base Plan Esna 6510 v10.2
Optional Add-On Services
24/7 Onsite Incident Management

Total Monthly Charges \$5,872.48

One-time Charges	Price
Setup Fee	\$4,600.00

Total One-time Charges \$4,600.00

I have read and verified the attached Covered Locations & Equipment list.

Applicable taxes are not included.

Location & Covered Equipment

Location Name	Equipment & Services	Paid Monthly
Main Campus DOC: 06/01/2023	Mitel v8.9 - 2,000 user(s) - MAP - Other PBX Base Plan - MAP - 24/7 Onsite Incident Management Mitel MiContact Center V9.1.2 - 32 agent(s) - MAP - 24/7 Onsite Incident Management - Contact Center User (1-100 Agents) Avaya Esna 6510 V10.2 - 2,000 user(s) - MAP - Avaya VM Base Plan 24/7 Onsite Incident Management	\$ 5,872.48

Scope of Work

Maintenance Advantage Plan

The purpose of this Scope of Work is to document the scope of tasks Continuant shall undertake and responsibilities that Continuant shall assume as part of its obligation to provide Maintenance and Support to the Customer and to document the allocation of responsibilities between the Parties regarding certain operational processes.

Definitions

- **Authorized User** - An Authorized User is an individual whom the Customer's organization has authorized to request work, perform changes, and approve maintenance windows.
- **Covered Equipment** - Equipment, hardware, components and software to be maintained by Continuant is defined as Covered Equipment. All Covered Equipment items must be listed in the contract between Continuant and the Customer to be covered under the Maintenance Advantage Plan.
- **Customer Requirements Document (CRD)** - This is a document used by the Continuant Project Management Office (PMO) to document information about Covered Equipment, Customer contacts, and other important information required by Continuant to deliver services effectively.
- **Service Operation** - The phase of the contract term where all the Service Transition activities are complete. Service Operation commences upon agreement between Continuant and the Customer, once the Service Transition phase is complete.
- **Service Transition** - The phase of the contract term, just after contract signatures, where setup activities begin. Setup activities may include identifying Customer stakeholders, establishing remote access, documenting credentials, and activating event management.
- **Standard Business Days and Hours** - Business days are Monday through Friday, excluding Continuant-observed holidays. Business hours are 8:00am - 5:00pm local time.

Package Services

Service Desk

The Continuant Service Desk will be the primary communication point for services. The Customer will have several ways of interacting with the Service Desk, which will be identified during Service Transition.

Service Desk activities include the following:

- Perform initial analysis, troubleshooting, and diagnostics.
- Provide proactive communication of service delivery.
- Manage escalations to ensure timely and high-quality resolution.

- Management of the online service portal, available to Customers at: <https://continuant.service-now.com/sp>.

Technical Assistance Center (TAC)

Continuant makes technical support available to Customers via our team of engineers with Original Equipment Manufacturer (OEM) certifications. The TAC is designed to provide guidance to the Customer regarding general questions about their Covered Equipment.

- Does not require Continuant to perform changes or programming.
- Does not require onsite technical resources.
- Does not require a scheduled maintenance window.
- Does not require discovery.
- Can be completed in 15 minutes or less.

Continuant TAC will stop at 15 minutes. Any work which exceeds 15 minutes will be billed at Time & Material rates. Continuant will advise the Customer of the rates and obtain Customer approval before providing any further support.

Incident Management

Incident Management ensures that normal Service Operation is restored as quickly as possible, and the business impact is minimized. Continuant is responsible for prioritization and management of all incidents throughout the system's lifecycle.

Remote Incident Management

Remote Incident Management is provided 24/7 and ensures that normal Service Operation is managed through remote connectivity. This service requires the Customer to provide Continuant with remote access and login credentials to the Covered Equipment. Activities may include:

- Resolution of service disruptions and performance degradations on Covered Equipment.
- Remote diagnostics, troubleshooting, and remote support for onsite personnel.
- Management of Incident escalations to ensure timely and high-quality resolution of all cases.
- Remote labor to repair or replace Covered Equipment, including the subsequent testing to confirm the correct operation of the device and its operational interface with associated equipment, communication facilities and services.
- Closure of Incidents after receiving confirmation from the affected Authorized User that the Incident has been resolved.
- Retention of overall responsibility and ownership of all Incidents until the Incident is closed, subject to Customer approval.

Continuant may implement a firmware update or security patch to resolve an Incident. If firmware or security patches are not made publicly available by an Original Equipment Manufacturer (OEM), the Customer is

responsible for providing Continuant with a support contract or other form for Continuant to gain access to the firmware or patch.

8/5 Onsite Incident Management

Onsite Incident Management ensures that normal Service Operation is restored as quickly as possible through the dispatch of local technicians. The dispatched technicians provide diagnostics, troubleshooting and/or parts replacement (parts are not included unless they are covered under Hardware Replacement Services). Onsite Incident Management is provided Monday through Friday during Standard Business Hours (local time at the affected location) for all sites with Covered Equipment. The Customer is responsible for providing access to the site.

Incident Prioritization

Continuant classifies and prioritizes Incidents according to Impact and Urgency. Continuant will evaluate Incident Impact and Urgency to classify all Incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3) and Priority 4 (P4) Incident categories.

Impact Definitions

An Incident is classified according to its impact on the business (the size, scope, and complexity of the Incident). Impact is a measure of the business criticality of an Incident, often equal to the extent to which an Incident leads to the degradation of a service. The four Impact levels are:

1. **Widespread** – The entire inventory of Covered Equipment is affected (more than three quarters of individuals, sites or devices).
2. **Large** – Multiple sites are affected (between one-half and three-quarters of individuals, sites or devices).
3. **Localized** – A small number of sites, rooms, and/or users are affected (between one-quarter and one-half of individuals, sites or devices).
4. **Individualized** – A single user is affected (less than one-quarter of individuals, sites or devices).

Urgency Definitions

Urgency defines the criticality of the Incident to the Customer's business. Continuant will work with the Customer to understand and set the proper Urgency level. The four Urgency levels are:

1. **Critical** – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to the Customer's business or organization.
2. **High** – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to the Customer's business.
3. **Medium** – Non-critical business function is stopped or severely degraded. There is a possible financial impact to the Customer's business.
4. **Low** – Non-critical business function is degraded. There is little or no financial impact.

Continuant Incident Management Priorities Matrix

	Widespread	Large	Localized	Individualized
Critical	P1	P1	P2	P2
High	P1	P2	P2	P3
Medium	P2	P3	P3	P3
Low	P4	P4	P4	P4

Continuant will downgrade the Incident Priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Case will be resolved by Continuant or the Customer upon validation of the issue remediation and the system's returning to operational stability.

Event Management

Continuant will provide 24x7 Event Management that includes system monitoring and management of events for Covered Equipment, where applicable and possible. Continuant's Network Operations Center (NOC) will manage the Event Management services provided to the Customer. The Continuant NOC will identify critical components in the Customers' environment and define key event thresholds for the specific system components. Event Management requires the Customer to provide remote access and alerting capabilities to Continuant. This may include the Customer allowing the installation of Continuant software and/or servers. Continuant will provide structured levels of notifications to the Customer for significant events detected in the Customers' environment. Continuant Event Management will trigger Incident Management, where applicable.

Hardware Replacement

Continuant will provide Hardware Replacement on specified Covered Equipment. In the event of defective equipment, Continuant will make repairs or provide replacements of the defective equipment with either new equipment or a refurbished equivalent model at Continuant's discretion. Hardware Replacement includes parts within the telephone system (PBX) such as circuit packs, power supplies, processing elements and cabinetry, voicemail system (as applicable) and the primary server where the covered application resides. Telephone sets, Uninterruptible Power Systems (UPS), PCs, servers, modems, routers, switches, wireless access points, security appliances, or other devices supporting carrier, or PSTN services, are not included in this agreement unless specifically noted.

Change Control

Continuant will manage the control of change activities of the Covered Equipment. The primary goal of this process is to ensure that all potential risks of performing changes are documented and communicated. Continuant's Change Control responsibilities may consist of the following activities:

- Raise and record change.
- Assess the impact, benefit, and risk of proposed changes.
- Confirm business justification and obtain approval.

The three types of Changes are:

Standard – Standard Changes are defined as well-known, repeatable and thoroughly documented procedures. These procedures present a low risk to operations and business services as determined by a standard risk assessment. Standard Changes are preauthorized by the Customer to be implemented per terms agreed upon with the Customer. If the Service owner is concerned about the risk and/or potential impact of a change on other services, then a Normal or Emergency Change should be considered. A list of Standard Change templates may be provided upon request.

Normal – Normal Changes are defined as medium/high risk to business services and therefore must follow the normal change management process. The urgency of Normal Changes may be upgraded to accelerate the timeline for implementation given Customer business justification of an impending business impact.

Emergency – Emergency Changes are defined as high risk to the business and require implementation without proceeding through the normal Change Management process. They may be required to resolve a break/fix situation that has resulted in a service degradation or interruption in service. They may also be needed to address an imminent interruption in service. Emergency Changes should leverage existing Standard Change procedures where applicable to reduce the associated risk. These changes should also be related to a corresponding Incident where a service disruption or potential disruption has been recorded.

	Widespread	Large	Localized	Individualized
Critical	P1	P1	P2	P2
High	P1	P2	P2	P3
Medium	P2	P3	P3	P3
Low	P4	P4	P4	P4

Continuant will downgrade the Incident Priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Case will be resolved by Continuant or the Customer upon validation of the issue remediation and the system's returning to operational stability.

Service Level Management

Continuant's Service Level Management (SLM) tracks the performance of managing Incidents and Service Requests with Service Level Objectives (SLO). SLOs apply to work performed on Covered Equipment that is managed exclusively by Continuant. Continuant will adhere to the SLOs during Service Operation. SLOs do not apply during Service Transition.

The following metrics are tracked as SLOs:

- Time to Notify (TTN)
- Time to Restore (TTR)
- Time to Fulfill (TTF)

Time to Notify (TTN)

Continuant will respond to Incidents and Service Requests raised through the management platform by electronically notifying a specified Customer contact(s) within the TTN timeframe.

Case(s)	Time To Notify	SLO Target
All incidents and service requests.	15 minutes from case opened date/time.	99%

Time to Restore (TTR)

TTR is applicable only to Incident Cases. TTR refers to the time elapsed between the failure which caused the Incident and when Continuant restores the Covered Equipment to an acceptable operational state.

Incident Level	Time to Restore	SLA Target
P1 Incidents	4 Hours	95%
P2 Incidents	12 Hours	95%
P3 Incidents	72 Hours	95%
P4 Incidents	120 Hours	95%

Time to Fulfill (TTF)

TTF is only applicable to Service Request cases. Continuant has organized Service Requests into categories, based on the level of complexity and the amount of time required to complete the request. The chart below provides a breakdown of the Continuant SLOs for completing Service Requests within each category:

Service Request Category	Time to Fulfill*	SLO Target
Remote Simple	2 Business Days	95%
Remote Simple - Expedited	8 Hours	95%
Remote Complex	5 Business Days**	95%
On-Site Simple	3 Business Days	95%
On-Site Complex	5 Business Days**	95%
Project	No SLA, scheduled	No SLA

*From receipt of fully qualified and scheduled Change Request.

**SLO time commences upon Continuant receiving signed quote from Customer.

Business days are Monday through Friday, excluding Continuant-observed holidays.

SLO measurements exclude the following:

- Delays caused by the Customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources).
- Any mutually agreed upon schedule of activities that causes Service Levels to fall outside of measured SLOs defined obligations.
- Hardware Replacement delivery to the Customer's location, either from a Manufacturer Maintenance Agreement or Hardware Replacement services from Continuant.
- Delays or faults caused by third-party equipment, services or vendors in resolving the qualifying issue.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Acquisition and installation time of new software to be installed on the Covered Equipment due to software defects or bugs.

Customer Responsibilities

For Continuant to effectively deliver services, the Customer must provide information and/or access to Covered Equipment and sites for Continuant.

Customer Requirements Document

Continuant will send a Customer Requirements Document (CRD) to the Customer, which provides key information for Service Delivery. The Customer is responsible for filling out the CRD, which will include:

- Customer representative contact name.
- Authorized contacts to request support services.
- Location of the site(s) to be managed.
- Network connectivity detail and topology.
- Covered Equipment information:
 - Location and naming scheme.
 - As-built documentation and/or bill of materials.
 - Managed IP addresses and system details.
 - Simple Network Management Protocol (SNMP) community strings.
 - Telnet and password access.
 - Definition of Customer-specific support policies.
 - Maintenance contract or software support contract information.
- Letter of Authorizations for third-party vendors.

Continuant Remote Access and Event Management

The Continuant Access and Monitoring Platform will allow remote access and monitoring for all Covered Equipment supported by CMS (Continuant Managed Services). The access and monitoring platform includes a suite of management applications, consisting of software and hardware required for the delivery of services. Continuant requires the Customer to help facilitate the installation and management of the access and monitoring platform. The Access and Monitoring Platform is deployed on the Customer's network, in a single configuration instance or multiple instance configurations depending on the number, type, and location of the Covered Equipment. Any delay in establishing remote access or the deployment of the management applications may inhibit the ability for Continuant to deliver services.

The Access and Monitoring Platform is installed during Service Transition for the duration of the contract term. During the contract term, the Customer is granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the supplied access and monitoring platform. Installation of the remote Access and Monitoring Platform may require the following from the Customer:

- Network connectivity established per Continuant-supplied guidelines.
- Communications facilities and services, including internet and network configuration. These communication facilities and services must be maintained for the duration of the contract term.
- A resource person to support the installation activities of the hardware and software, which may include:
 - Racking
 - Connection to the network
 - Power connection to continuous uninterrupted power, suitable commercial power, and an Uninterruptible Power System (UPS) or other acceptable power back-up facilities.

The Customer will use reasonable efforts to provide and maintain the Access and Monitoring Platform in good working order. The Customer shall not, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any hardware or software in the platform. Should this occur as a result of the Customer's actions without first receiving written consent from Continuant, the Customer will be responsible for reimbursing Continuant for the cost to repair any damage caused to the platform. Under no circumstance will Continuant be held liable to the Customer or any other parties for the interruption of services, missed SLOs, or for any other loss, cost, or damage that results from the improper use or maintenance of the platform.

Unless otherwise agreed upon, title to all Monitoring Platforms shall remain in the possession of Continuant. The Customer must return all associated materials (hardware, software and documentation) to Continuant immediately upon expiration or termination of the contract term. Continuant expects that, at the time of removal, the platform shall be in the same condition as when installed, except what normal wear and tear is expected. The Customer shall reimburse Continuant for the depreciated costs of any platform equipment, whereby the condition of which is deemed beyond normal wear and tear.

Optional Add-On Services

24/7 Onsite Incident Management

Continuant will provide 24/7 onsite support that ensures normal service operation is restored as quickly as possible and the business impact is minimized through the dispatch of local technicians. Activities may include 24/7 dispatch of local technicians for diagnostics, troubleshooting and/or parts replacement (parts not included). Customer is responsible for 24/7 access to the premises. Onsite incident management will be billed at T&M rates. All dispatches are subject to a 2-hour minimum and trip charge.

Terms and Conditions

Coverage Service Exclusions. Coverage service does not include repair for damages, malfunctions, or performance characteristics caused by: (1) non-Continuant or Original Equipment Manufacturer ("OEM") software or facilities; use of non-Continuant or OEM furnished equipment, software, or facilities with the covered equipment; (3) use of equipment, software, or facilities not covered by Continuant's Coverage; (4) customer failure to follow Continuant's installation, operation, or maintenance instructions, including customer's failure to permit Continuant timely remote access to covered equipment; (5) failure or malfunction of equipment, software, or facilities not under Continuant's coverage; (6) actions of non-Continuant personnel; (7) power surge, outage, and/or electrical storm; (8) equipment misuse, abuse, or mishandling; (9) force Majeure conditions as stated in the agreement. Unless otherwise specified, coverage does not include batteries, tapes, and/or other consumables.

Service levels as defined in this SOW do not apply until system set-up, including remote access, has been completed by Continuant. Any delay by the customer that prevents Continuant's ability to set up and establish access to customer's system remotely may result in time and material charges for all Incident Management Services.

Continuant does not warrant uninterrupted or error-free operation of the covered equipment. In addition, Continuant is not obligated to provide coverage if customer modifies or uses the covered equipment outside of manufacturer's specifications or for any equipment with a pre-existing condition. Any maintenance issues discovered by Continuant or brought to Continuant's attention by customer will be considered pre-existing until the coverage setup process is completed by Continuant. Customer-initiated system additions, product moves, or system programming changes or additions are not included under coverage. Continuant will perform repair or other services not under coverage at Continuant's standard rates for such service. Customer shall notify Continuant prior to relocating covered equipment to a different physical address. Additional charges will apply if Continuant incurs costs as a result of relocation of covered equipment.

Customer Responsibilities. Customer agrees to: (1) provide the proper environment, electrical, and network connections; provide remote access to the equipment under coverage, and/or a work space for covered equipment; (3) maintain a procedure external to the software program(s) and host equipment for reconstruction of lost or altered files, data, and programs; (4) provide Continuant a list of any covered equipment with pre-existing conditions, that is, equipment suspected or known to have problems or issues in the past; (5) provide passwords necessary to access customer's equipment under coverage; and (6) authorize Continuant, its employees, and affiliates to act on customer's behalf regarding non-financial or contractually obligating matters with related 3rd party providers and vendors as necessary to provide the coverage.

Let's Get Started

Proposal Information

Contract Term (Months): 12

MSA Number: GS-35F-552AA

Tentative Commencement Date: 06 / 01 / 2023

Proposal Number: 12354961067

Billing Contact

Full Name:

Phone Number:

Email:

Signer Info

Full Name:

Counter Signer

Full Name: Doug Graham

Title:

Title: CEO

Entity:

Entity: Continuant Inc.

Customer

Signature:

Counter

Signature:

Date: _____

Date: _____

This proposal will expire in 30 days.



Gold Communications
Gold Collaboration and Content
Gold Cloud Productivity
Gold Windows and Devices



CONSULTING AND ADVISORY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of May, 2023 by and between Linn County, Iowa ("County"), located at 935 2nd Street SW, Cedar Rapids, Iowa 52404, and collectively L&L Murphy, Associates, located at 531 6th Street NW, Oelwein, Iowa, 50662 and Grant Consulting LLC, located at 1285 33rd Street SE, Cedar Rapids, Iowa 52401 (collectively "L&L/Grant").

RECITALS

WHEREAS, the County is a political subdivision of the State of Iowa and is one of the several counties making up the State of Iowa, and is charged with duties, responsibilities, and powers as provided for in the Constitution of the State of Iowa and the Code of Iowa; and

WHEREAS, increased communication between the County and the Iowa Legislature and executive branch, and the United States Congress and executive branch will further and enhance said duties, responsibilities, and powers; and

WHEREAS, the County and L&L/Grant propose to increase and improve communication between the County and the Iowa Legislature and executive branch, and the United States Congress and executive branch by using the services of L&L/Grant.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby agree as follows:

- 1. Nature of Services.** L&L/Grant shall perform consulting and advisory services on behalf of the County. As part of L&L/Grant's services, L&L/Grant will make suggestions, consult with the County, and perform such other services the County may require from time to time. L&L/Grant shall register as lobbyists before the General Assembly of the State of Iowa, and the Executive Branch the State of Iowa, the United States Congress, and the Executive Branch of the United States, as prescribed by law, to communicate and advocate the interests of the County on such issues and matters deemed by the County to affect and be of interest to its residents. Such services may include, but are not limited to, advocating for the passage of funding streams and statutory language, legislation that will affect the discharge of the duties, responsibilities, and powers of the County, and the welfare of its residents. L&L/Grant will work in conjunction with the Board of Supervisors and other elected officials of the County, as well as other Linn County officers and employees as designated by the Board of Supervisors. L&L/Grant will coordinate with and report on a regular basis to the County designee. L&L/Grant will provide ongoing consultation with both the Board of Supervisors and its designee(s), as appropriate, to maximize legislative activity to achieve the goals set forth in this Agreement. L&L/Grant shall abide by the laws of the State of Iowa regarding registration, reporting, and disclosure requirements for individuals lobbying the legislature for compensation. L&L/Grant assumes responsibility for timely filing of all appropriate information for L&L/Grant, as the lobbying firm, and the County, as the client.

L&L/Grant will assist the County specifically in maintaining and expanding the Urban County Coalition and will coordinate the activity of said organization.

L&L/Grant will provide, in conjunction with the designated board members and staff, coordination and monitoring services for federal legislation of interest to the County and, when appropriate, coordination of activities with federal lobbying firms as directed by the County.

2. **Time Devoted to the Project.** In the performance of the services required by this Agreement, the services and hours L&L/Grant is to provide on any given day will be entirely within L&L/Grant's control and the County will rely on L&L/Grant to devote such time, or subcontract with appropriate services, as is reasonably necessary to fulfill the spirit and purpose of this Agreement.
3. **Payment.** The County will pay L&L Murphy Consulting a total of Thirty Thousand Dollars (\$30,000) and Grant Consulting a total of Thirty Thousand Dollars (\$30,000) in monthly installments upon the submission of an invoice by L&L on behalf of L&L/Grant. Said payments include payment for Linn County's participation in the Urban County Coalition.
4. **Term & Renewal.** This Agreement will commence on July 1, 2023, and will terminate on June 30, 2024. The County and L&L/Grant may renew this Agreement for an unlimited number of successive one-year periods on terms mutually agreeable to the County and L&L/Grant.
5. **Status of Consultant.** This Agreement calls for the performance of services by L&L/Grant as independent contractors and L&L/Grant will not be considered employees of the County for any purpose. As independent consultants, L&L/Grant shall advise the County about clients of L&L/Grant that may pose a conflict of interest with the interest(s) of the County.
6. **Warranty & Indemnification.** L&L/Grant represents and warrants that it is competent to perform the services specified in this Agreement. L&L/Grant agrees to defend, hold harmless, and indemnify the County from any actions, claims, lawsuits, costs, or expenses, including attorney's fees, arising out of work performed, or to be performed, by L&L/Grant pursuant to this Agreement.
7. **Governing Law.** This Agreement is governed by the laws of the State of Iowa, and all obligations are enforceable in accordance therewith.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

LINN COUNTY, IOWA

L&L MURPHY, ASSOC. CONSULTING
& GRANT CONSULTING, LLC

By: _____
Louis J. Zumbach, Chairperson

By: Larry Murphy
Larry Murphy, L&L Consulting

Date: _____

Date: 05/15/2023

By: Gary Grant
Gary Grant, Grant Consulting

Date: 05/15/2023

**URBAN COUNTY COALITION
MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between Black Hawk County, Iowa; Dubuque County, Iowa; Johnson County, Iowa; Linn County, Iowa; and Scott County, Iowa (the "Counties") to serve as a voluntary agreement to develop, communicate, and advocate jointly for issues of common interest to the Iowa Legislature, the executive branch of the State of Iowa, and other appropriate agencies, departments, and organizations, and to collaborate on strategic planning for the joint development of regional solutions to issues of common interest.

RECITALS

WHEREAS, the Counties are governmental jurisdictions vested with the authority to exercise any power and perform any function deemed appropriate to protect and preserve the rights, privileges, and property of their respective counties and residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of their respective residents; and

WHEREAS, the Counties acknowledge and agree that developing, communicating, and advocating for the interests of their respective counties and residents, and engaging in collaborative strategic planning to jointly develop regional solutions to issues of common interest is appropriate and prudent and will further and enhance their respective functions; and

WHEREAS, the Counties agree they have common interest in issues deliberated on and regulated by the Iowa Legislature, the executive branch of the State of Iowa, and other agencies, departments, and organizations; and

WHEREAS, the Counties desire voluntarily to collaborate on developing and advocating for issues of common interest and to collaborate on strategic planning to jointly develop regional solutions to issues of common interest.

NOW, THEREFORE, the Counties hereby agree as follows:

1. The Counties will continue as members of the Urban County Coalition ("Coalition").
2. Linn County will serve as the "lead agency" for the purpose of providing a legal entity for entering into any contracts or agreements for the benefit of the Coalition and will serve as the fiscal agent for the Coalition.
3. Linn County agrees to include in its contract with L&L Murphy Associates and Grant Consulting, LLC a section stating that L&L Murphy Associates and Grant Consulting, LLC will assist Linn County in maintaining the Coalition and will coordinate the activity of said organization.
4. Black Hawk, Johnson, and Scott Counties will each appoint two members of their Board of Supervisors, and Dubuque and Linn Counties will each appoint one member of their Board of Supervisors, to participate on the Coalition Steering Committee for the purpose of planning strategies and making recommendations for the operation of the Coalition, subject to the direction of their respective Boards of Supervisors.

5. Each County will designate a staff member to help facilitate the operation of the Coalition.
6. Each County will authorize signature by its chairperson to this Agreement and authorize the payment of \$25,000 in Fiscal Year 2024 and subsequent fiscal years for continued membership in the Coalition. Linn County agrees to provide monthly statements of membership dues owing and each County agrees to pay Linn County its membership dues within 30 days of receipt of a statement.
7. This Agreement is effective on the latest date of the signatures below and will automatically renew for subsequent one-year periods coinciding with the fiscal year unless a County, prior to the end of a current fiscal year, provides at least 30 (thirty) days written notice to the other Counties of its decision to withdraw from the Coalition.
8. This Agreement may be modified at any time by written agreement of the Counties.
9. Nothing in this Agreement shall be interpreted to limit or otherwise affect any authorities, powers, rights, or privileges of the individual Counties.

IN WITNESS WHEREOF, Black Hawk County, Dubuque County, Johnson County, Linn County and Scott County have executed this Agreement on the dates set forth below:

BLACK HAWK COUNTY

By: _____
Chairperson, Board of Supervisors

Date: _____

LINN COUNTY

By: _____
Chairperson, Board of Supervisors

Date: _____

DUBUQUE COUNTY

By: _____
Chairperson, Board of Supervisors

Date: _____

SCOTT COUNTY

By: _____
Chairperson, Board of Supervisors

Date: _____

JOHNSON COUNTY

By: _____
Chairperson, Board of Supervisors

Date: _____

CONTRACT DECLARATIONS AND EXECUTION (“CD&E”)

Intergovernmental Contract: Yes. Type: Non-State Agency

Solicitation Type/Number	Contract #
RFP: N/A	#JUV-24-TR-6-001

Contract
Tracking
The Contract is comprised of and includes this Contract Declarations and Execution section (“CD&E”), the Special Terms (Section 1), the General Terms for Services Contracts (Section 2), and if specified by the terms of the Contract or if otherwise applicable, the Special Contract Attachments, and the Contingent Terms for Services Contracts. All of the foregoing documents and terms and conditions are incorporated by reference into and made a part of the Contract.

Contract Information	
Start Date: July 1, 2023]	Expiration Date of the Initial Term: June 30, 2024
Possible Extension(s): The IJB will have the sole option to extend this Contract for up to 5 additional 1-year extensions. See Section 2.2 of the General Terms for Services Contracts.	
Will Contractor access, collect, receive, store, maintain, transmit or otherwise Process Personal Data? Yes The terms “Process” and “Personal Data” are defined in Section 2.1 of the General Terms.	Will Contractor share Personal Data with the IJB? Yes

The Contract must be signed by all parties before the Contractor performs or provides any Deliverables. The IJB is not obligated to make payment for any services or Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. Any such services or Deliverables shall be considered gratuitous, and Contractor waives any claim, right or entitlement to compensation for any services or Deliverables performed or provided prior to execution of the Contract by both parties. This Contract is entered into by the following parties:

Iowa Judicial Branch (hereafter “IJB”)	
Principal Address of IJB: Iowa Judicial Branch Judicial Building 1111 East Court Avenue Des Moines IA 50319	IJB Contract Owner (hereafter “Contract Owner”) and Person to whom Contractor will send Notices: Christopher L. Wyatt, Chief Juvenile Court Officer 211 8 th Avenue SW Cedar Rapids, Iowa 52404-2132 Email: christopher.wyatt@iowacourts.gov

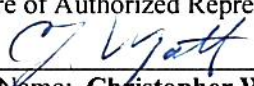
Contract Administrator: Mary Loops 211 8 th Ave SW Cedar Rapids, Iowa 52404-2132 Email: mary.loops@iowacourts.gov

Contractor: (hereafter “Contractor” or “Provider”)	
Legal Name: Linn County Community Services (LCCS)	Contractor’s Principal Address: ATTN: LCCS Core Financial 1240 26 th Ave Court SW Cedar Rapids, Iowa 52404

Tax ID #: 42600433	Organized under the laws of: Iowa
Contractor's Contract Manager Name/Address ("Notice Address"): Dawn Schott, Director Linn County Juvenile Detention Center 800 Walford Rd, SW Cedar Rapids, Iowa 52404 (319) 892-5735 Dawn.schott@linncountyiowa.gov	Contractor's Billing Contact Name/Address: Phone Staci Meade, Finance Management Director Linn County Community Services 1240 26 th Ave Ct, SW Cedar Rapids, Iowa 52404 (319) 892-5607 Staci.meade@linncountyiowa.gov

Contract Execution

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

Juvenile Court Services, 6th Judicial District of Iowa	Iowa Judicial Branch
Signature of Authorized Representative: 	Signature of Authorized Representative:
Printed Name: Christopher Wyatt, Chief Juvenile Court Officer	Printed Name: Robert Gast, State Court Administrator
Date: <u>5/18/22</u>	Date:

Linn County Community Services
Signature of Authorized Representative:
Printed Name:
Date:

Iowa Code Chapter 8F

If the Contractor is or becomes subject to Iowa Code chapter 8F during the term of the Contract, including any extensions or renewals thereof, the Contractor will comply with Section 2.12.46 of the General Terms for Services Contracts. In addition, the Contractor hereby makes the following certification: As a condition of entering into the Contract with the IJB and by signing the Contract, the Contractor certifies and agrees that: (1) it has the information required by Iowa Code Iowa Code § 8F.3 available for inspection by the IJB and the Iowa Legislative Services Agency; and (2) the Contractor is in full compliance with and will at all times fully comply with Iowa Code chapter 8F, and all contractual agreements to which Contractor is a party.

Per Iowa Code Iowa Code § 8F.3(2), the certification above shall be signed by: (1) an officer AND director; (2) two directors; or (3) the sole proprietor of the Contractor, whichever is applicable.

Contractor, by:	Contractor, by:
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

SECTION 1: SPECIAL TERMS

1.1 Definitions.

“General Terms” means the General Terms for Services Contracts (Section 2) described in Section 1.6.1 below.

All other capitalized terms not defined herein shall have the meaning set forth in the General Terms.

1.2 Contract Purpose.

The purpose of the Contract is to provide tracking services to delinquent youth in the Sixth Judicial District of Iowa for Juvenile Court Services in Benton, Iowa, Johnson, Jones and Linn Counties.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor will perform, provide and deliver the following services and other Deliverables in accordance with and subject to the terms, conditions, Specifications, Performance Standards (including those set forth in Section 1.3.5 below), delivery dates, deadlines and other requirements set forth in the Contract, including the Special Terms:

1.3.1.1 Contractor shall provide tracking services to delinquent youth who have been referred for the service. A referral will be made by JCS to a centralized email address and Contractor shall respond within 24 hours. Tracking services shall be provided to delinquent youth and families in their home. Upon receipt of referral, tracking staff assigned to the case shall notify JCO of the assignment.

1.3.1.2 Contractor shall provide intense supervision which includes face to face, telephone contacts, and/or electronic communication. Tracking services shall include curfew checks, monitoring of school attendance, employment obligations, Court appearances, and compliance with Court-ordered expectations which may include collection of urine specimens, fitting of electronic monitoring devices, monitoring the movement of youth and follow up on possible infractions of rules and procedures. JCS will provide Contractor with a copy of the necessary Court Order for urine collection and electronic monitoring.

1.3.1.3 Tracking services shall include crisis management which may address conflict or problems within the home or school setting.

1.3.1.4 Tracking services shall provide set up and monitoring of community service obligations and/or restitution provisions, and problem solve for ongoing community service problems.

1.3.1.5 Tracking services shall include transportation of youth to medical appointments, Court hearings, and scheduled appointments as required by the JCO. Services shall also include transporting youth to an out of home placement and/or transportation back to the youth's home.

1.3.1.6 Tracking staff shall maintain weekly contact with youth's parent or guardian either in person, by telephone or email with a minimum of 2 face to face contacts per month or as directed by the youth's JCO.

1.3.1.7 Tracking staff shall maintain weekly contact with youth's JCO either in person, by telephone or email. Staff shall communicate relevant case information to the JCO regarding the youth. Tracking staff shall provide weekly summary reports to JCS. Tracking staff shall provide a minimum of one in person contact with JCS per month.

1.3.1.8 Tracking staff shall testify in Court and provide case updates to the Court as requested.

1.3.1.9 Contractor shall provide JCS with weekly reports on youth who are receiving tracking services.

In performing its duties and obligations under the Contract, the Contractor and the Deliverables will meet or exceed all applicable Performance Standards and Specifications set forth in the Contract. Contractor will perform, provide and deliver all Deliverables within the boundaries of the United States.

1.3.2 Specifications. N/A

1.3.3 Minimum and/or Maximum Number of Recipients. N/A

1.3.4 Qualifications and Background/Criminal History Checks.

1.3.4.1 All staff and personnel (including Contractor Personnel) who perform or provide services and Deliverables under the Contract will meet and possess the following minimum qualifications and skills: staff will have a minimum of an Associate's degree in social science or a related field and with 1 year experience working with delinquent youth or with law enforcement. Contractor will provide ongoing professional and technical development and training to all such staff and personnel.

1.3.4.2 Contractor will complete, at its expense, annual background checks, including criminal history, for each person (including Contractor Personnel) who has any direct contact with recipients or who performs or provides services and other Deliverables to or for Recipients. These background investigations should cover, at a minimum, the following: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks. In cases where a person does not pass or the background and criminal history check reveals any concerns, the Contractor will contact the IJB and work with the IJB to develop a corrective action plan or reassign the person or case.

1.3.4.3 Please see Section 2.12.28 of the General Terms (Qualifications and Background Investigation) for additional requirements.

1.3.4.4 Contractor will take all steps necessary or advisable to ensure the safety, personal security and well-being of all Recipients and will be fully responsible and liable for all damages, fines, penalties, losses, expenses (including medical-related expenses), settlement amounts, attorneys fees, and other amounts of any kind associated with any claims or causes of action that may be brought by or on behalf of Recipients relating to or arising out of either Contractor's performance of the Contract or any services or Deliverables performed or provided by or on behalf of Contractor or Contractor Personnel.

1.3.5 Performance Standards.

1.3.5.1 All youth who have been referred for tracking services via the centralized email address shall be contacted by Contractor within 24 hours. Contractor will ensure Tracker has made contact with JCO assigned to the case.

1.3.5.2 Contractor shall provide a weekly summary report to JCS on all referred youth.

1.3.5.3 Contractor shall keep a copy of the Court Order in the youth's file (paper or electronic) for all urine collection and electronic monitoring.

1.3.6 Monitoring, Review and Problem Reporting.

1.3.6.1 IJB Monitoring. The Contract Manager may utilize the following methods to monitor Contractor's performance: (1) review and assess Invoices and supporting documentation submitted by Contractor in accordance with the General Terms; (2) take such other action and utilize such other methods as it deems necessary or advisable to monitor and evaluate Contractor's compliance with the terms, conditions, and requirements of the Contract.

1.3.6.2 IJB Review. The IJB will use the results of its monitoring activities and processes and relevant data to assess the Contractor's overall performance and compliance with the Contract. In addition, the IJB (or other Governmental Entities) may conduct Contract Compliance Reviews, On-site Reviews and audits in accordance with the terms of the Contract. By way of example, see Sections 2.12.25 to 2.12.27 of the General Terms. As part of such reviews and audits, the IJB may require the Contractor to provide additional information, materials or data, and the IJB may request and consider information from other sources. The IJB may require one or more meetings with the Contractor to discuss the outcome of a review or audit and any concerns or Deficiencies identified by the IJB, or any Governmental Entity.

1.3.6.3 Review Meetings. The Contractor will meet with the IJB and its representatives when requested by the Chief Juvenile Court Officer (and more frequently if required by the IJB) to discuss progress made by the Contractor in the performance of this Agreement, the status of Deliverables being performed or provided, and any problems or Deficiencies. At each review meeting, the Contractor will provide a status report, which will include, at minimum,

the information described in Section 1.3.6.4. At the next scheduled meeting following any meeting at which either party has identified a problem or Deficiency, the Contractor will provide a report setting forth the corrective action steps undertaken or to be undertaken to resolve the problem or Deficiency, together with the anticipated completion dates of such corrective action steps. Any party may recommend alternative courses of action or changes that will facilitate resolution. The IJB has the final authority to approve all proposed corrective action steps, and the IJB has the sole discretion to determine whether the problem or Deficiency has been resolved to the IJB's or the Recipient's satisfaction.

1.3.6.4 Status Reports. Contractor will provide the IJB with status reports as requested, which that describe, at a minimum, the activities, including the status of Deliverables, any Deficiencies or other problems or concerns identified or encountered and their disposition, and any other information the IJB may request. The Contractor's proposed format and level of detail for its status reports shall be subject to the IJB's approval.

1.3.5.3 Problem Reporting Omissions. The IJB's receipt of a report that identifies any problems or Deficiencies shall not relieve the Contractor of any obligation under the Contract or waive any other right or remedy of the IJB. The IJB's failure or inability to identify the extent of a problem or Deficiency or the damages incurred because of a problem or Deficiency shall not act as a waiver of performance or damages due under the Contract.

1.3.6.4 Addressing Deficiencies. To the extent either party identifies any problems or Deficiencies related to any Deliverables or the Contractor's performance under the Contract, and notwithstanding other remedies available to the IJB under the Contract, the IJB may require the Contractor to develop and comply with a corrective action plan acceptable to the IJB to resolve the problems or Deficiencies.

1.3.7 Compensation and Payment Methodology.

1.3.7.1 Generally. See Section 2.4 of the General Terms, which sets forth terms, provisions and requirements applicable to compensation, Invoices and payment and various rights and remedies of IJB.

1.3.7.2 Fees. Contractor shall be paid for the costs of the tracking service divided equally over 12 months. If the tracking program is at a reduced staff of 6.2 Full Time Employees (FTEs) Contractor shall be paid at a rate of \$49,072 per month. If program is fully staffed (7.2 FTEs), Contractor shall be paid at a rate of \$57,568 per month.

1.3.7.3 Maximum Amount. Subject to terms and conditions of the Contract and Contractor's compliance therewith, \$690,816.00 is the maximum amount of compensation to which Contractor may be entitled under the Contract, including all extensions or renewals thereof. This Section 1.3.7.3 is intended to establish a limit on the maximum amount of compensation that may be paid under the Contract and does not create any legal or binding obligation on the IJB to pay the maximum amount.

1.3.7.4 Invoices. See Section 2.4.2 of the General Terms relating to the Contractor's submission of Invoices. The Contractor will submit to the IJB an Invoice monthly in accordance with the terms set forth in the Contract, including Section 2.4.2 of the General Terms. The Contractor will submit each Invoice no later than the 15th of each month after the service period.

1.3.7.5 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 IJB; the Contractor will submit all Invoices to the IJB for payment within 45 calendar days of the state fiscal year end for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

1.3.7.6 Payment of Invoices. Section 2.4.3 of the General Terms applies to the IJB's payment of Invoices. If the Contractor fails to meet any of the Performance Standards set forth in the Contract, including those set forth in Section 1.3.5 above, or if the IJB determines that the results of any corrective action taken or required to be taken by the Contractor have failed to satisfactorily resolve an identified problem or Deficiency, the IJB may reduce the amount it pays to the Contractor for each Invoice by 10% of the total amount claimed or charged until such time as: (1) the IJB has determined that the Contractor has achieved or met such Performance Standards or the results of any further corrective actions taken by the Contractor have satisfactorily resolved the problem or Deficiency; or (2) the Contract expires or is terminated. The foregoing shall not be considered an exclusive remedy, and the IJB may seek and pursue any other remedies available to it, whether under the Contract, at law, or in equity.

1.3.7.7 Reimbursable Expenses. None – See Section 2.4.9 of the General Terms

1.4 Insurance and Other Security.

1.4.1 Contractor will comply with Section 2.7 of the General Terms, which establishes Contractor's duties and obligations relating to insurance. The following are the types and amounts of insurance coverages required pursuant to Section 2.7. of the General Terms:

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

1.4.2 Fidelity Bond/Criminal Insurance. N/A

1.4.3 Performance Bond. N/A

1.5 Data and Security. If the Contract involves Personal Data or Confidential Information, or if the Contractor accesses, collects, receives, stores, transmits or otherwise Processes Personal Data, Contractor will comply with Special Contract Attachment 1, Data and Information Security Provisions, in addition to any other relevant terms set forth in the Contract.

1.6 General Terms.

1.6.1 General Terms for Service Contracts ("Section 2"). The General Terms for Services Contracts attached hereto or set forth below as Section 2 are incorporated by reference into and made a part of the Contract.

1.6.2 Contingent Terms for Service Contracts ("Section 3"). If any federal funds are used to make any payments to Contractor under the Contract or if Yes is specified in the table below under "Contingent Terms for Services Contracts Apply," the version of the Contingent Terms for Services Contracts posted to the IJB's website that is in effect as of the date of the last signature in the CD&E, or a more current version if agreed to by amendment, is incorporated by reference into and made a part of the Contract.

SPECIAL CONTRACT ATTACHMENT 1

DATA AND INFORMATION SECURITY PROVISIONS

(To be covered by a contract amendment at a later date)

SECTION 2

GENERAL TERMS FOR SERVICES CONTRACTS

Version: Effective July 1, 2023

2.1 Definitions. When appearing as capitalized terms in the Contract, the following defined terms (and the plural thereof, when appropriate) have the meanings set forth in this Section 2.1.

“Applicable Law” means Chapter 70 (defined below) and 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, supplements, and additions to the foregoing. The term “Applicable Law” includes all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code chapter 216 and Iowa Code § 19B.7), the administrative rules of the Iowa Department of Administrative Services (“DAS”) and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or suppliers. The term “Applicable Law” also includes: (1) the Americans with Disabilities Act, as amended and all related rules and regulations; (2) the applicable provisions of § 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 State of Iowa Chief Information Officer; (3) all laws, rules, regulations, orders, and policies applicable to Personal Data; the protection, storage, access, transmission, location, and disclosure of Personal Data; Security Breaches; and the notification of Persons affected by Security Breaches; (4) the Iowa Department of Administrative Services State Accounting Policy and Procedures Manual; (5) HIPAA; and (6) any laws, rules, regulations, policies and procedures specified in the Special Terms, the Contingent Terms for Service Contracts, and Special Contract Attachments.

“BAA” or **“Business Associate Agreement”** means any business associate agreement referenced in the CD&E or the Special Terms or otherwise utilized or agreed to by the parties in connection with the Contract. The parties acknowledge and agree that, notwithstanding anything to the contrary in the Contract or in any other agreement by or between the parties, the IJB is not a covered entity under HIPAA, and the IJB shall not be bound by or have any duties or obligations whatsoever under a Business Associate Agreement.

“Bid Proposal” or **“Proposal”** means the Contractor’s proposal submitted in response to the Solicitation if the Contract arises out of a Solicitation.

“Business Day” means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code § 1C.2.

“Case File” means a file, including an electronic file, that includes referral information, information generated during assessment, documentation of court proceedings, other eligibility determinations, case plans, and case reports, including quarterly progress reports. Contractor’s Case Files also include records of Contractor-Recipient contact that document the provision of services and Deliverables.

“CD&E” means the Contract Declarations and Execution section or page(s) of the Contract.

“Chapter 70” means Iowa Court Rules, Chapter 70, entitled Iowa Rules of Juvenile Court Services Directed Programs adopted by the Iowa Supreme Court. For the sake of clarity, Chapter 70 includes all rules, requirements and obligations applicable to providers, claimants and contractors under Chapter 70.

“Chief Juvenile Court Officer” means a person appointed as a Chief Juvenile Court Officer under Iowa Code § 602.1217. The term “Chief Juvenile Court Officer” may also be referred to in the Contract as “CJCO”.

“Contingent Terms for Service Contracts” means the Contingent Terms for Service Contracts identified in or required by the Special Terms.

“Contract” means the collective documentation memorializing the terms of the Contract between the IJB and the Contractor and includes the CD&E, these General Terms, the Special Terms, the Special Contract Attachment(s), and the Contingent Terms for Service Contracts, as such documents may be amended from time to time.

“Contract Administrator” means the person identified as such in the CD&E. If the CD&E does not identify a Contract Administrator the term “Contract Administrator” as used in the General Terms shall mean the person identified in the CD&E as the Contract Manager, and if no Contract Manager is identified in the CD&E, it shall mean the person specified as the Project Manager.

“Contractor” means the party identified as the Contractor on the CD&E. The term “Contractor” includes and may be referred to in the Contract as a **“Provider”** or **“Claimant”**. All such terms shall be considered synonymous. For purposes of this Contract and Chapter 70, the Contractor shall be deemed a Provider and a Claimant in all cases where those terms are used.

“Contract Compliance Review” shall have the meaning set forth in Chapter 70.

“Contract Manager” means the person identified as such in the CD&E.

“Contractor Personnel” means Contractor’s employees, officers, directors, board members, agents, affiliates, contractors, independent contractors, temporary staff and any Third Parties hired or engaged by Contractor, or any other staff or personnel acting on behalf of or at the direction of Contractor or any contractor or subcontractor of Contractor who perform or provide services or Deliverables under the Contract.

“Deficiency” means a defect, flaw, anomaly, bug, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including 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 the services, goods, products, work, reports, logs, tracking information, items, materials, deliverables, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor or Contractor Personnel in connection with the Contract.

“Documentation” means any and all 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 or the Contract, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Eligible Provider” shall mean a contractor or provider that meets all of the eligibility requirements under Chapter 70 for being an “Eligible Provider”.

“General Terms” means these General Terms for Services Contracts. The term “General Terms” may also be referred to as Section 2 in the Contract.

“Governmental Entity” means any Governmental Entity, as defined in Iowa Code § 8A.101, or any successor provision to that section, including the IJB. The term Governmental Entity also includes all departments, agencies, independent agencies, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, the Iowa General Assembly, and other units, branches, or entities of government (including any state government and the government of the United States).

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, and all applicable or related rules (including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and part 164), regulations, and guidance, and any amendments thereto.

“IJB Confidential Information” means any confidential or proprietary information provided or disclosed by the IJB to the Contractor 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. The term “IJB Confidential Information” includes any and all summaries, compilations, derivative works, data sets, reports, or other materials that contain IJB Confidential Information.

“Invoice” means a Contractor’s claim for payment submitted: (1) in accordance with Section 2.4.2 of the Contract or Rule 70.206 of Chapter 70; and (2) on or using a General Accounting Expenditure (GAX) form or such other form as may be requested or approved by the IJB.

“Juvenile Court Officer” means a person appointed as a juvenile court officer under Iowa Code § 602.7202, and unless the context otherwise requires, includes a Chief Juvenile Court Officer. The term “Juvenile court Officer” may also be referred to in the Contract as “JCO”.

“Juvenile Court Services” or “JCS” means a unit of the Iowa Judicial Branch in which juveniles adjudicated by the Iowa Juvenile Court as delinquent or youth at risk of entering the court system receive services as directed by a Chief Juvenile Court Officer, a Juvenile Court Officer, or other IJB or court personnel.

“On-site Review” shall have the meaning set forth in Chapter 70.

“Performance Standards” shall mean all performance standards, measures and metrics set forth in the Contract, including those set forth in the Special Terms.

“Person” shall have the meaning set forth in Iowa Code § 4.1 or any successor provision.

“Personal Data” means any information or personally identifiable information: (1) relating to an identified or identifiable Person or Recipient; or (2) that could be used to identify a Person or Recipient, including Social Security or other government-issued identification numbers, account security information, financial account information, credit/debit/gift or other payment card information, tax information, account passwords, intellectual property. The term “Personal Data” also includes: (1) any personal information, personally identifiable information (or similar terminology) as defined under any law, statute, directive, regulation, standard, interpretation (including any and all legislative and/or regulatory amendments or successors thereto) regarding privacy, data protection, information security obligations, collecting or storing personal information and data, or the Processing of personal data and information; (2) “Protected Health Information” or “PHI,” as defined under HIPAA; (3) “Personal Information” as defined in and protected by Iowa Code chapter 715C; (4) Substance abuse treatment information protected by 42 U.S.C. § 290dd-2, 42 C.F.R. part 2 and Iowa Code §§ 125.37, 125.93; (5)

Mental health treatment and information concerning particular individuals protected by Iowa Code chapters 228 and 229; (6) HIV/AIDS diagnosis and treatment information protected by Iowa Code § 141A.9; (7) information pertaining to Medicaid applicants and recipients: 42 U.S.C. § 1396a(a)(7); 42 C.F.R. §§ 431.300 - .307; Iowa Code § 217.30; and (8) any other laws relating to Personal Data that are specified elsewhere in the Contract.

“Process” or “Processing” when used in any provision of the Contract involving or relating to Personal Data shall mean any use of or access to Personal Data, or any operation or set of operations performed upon the Personal Data, whether or not by automatic or electronic means, including the collection, recording, organization, use, transfer, disclosure, storage, handling, manipulation, combination and deletion of Personal Data.

“Recipient” means an “Eligible Child” (as defined in Rule 70.101(9) of Chapter 70) or other referred juvenile and, if applicable, parents and family members, foster care providers, legal guardians, guardians ad litem or other legal representatives of an Eligible Child or referred juvenile, and any other Person who is receiving or has received services or other Deliverables performed, provided or delivered by or on behalf of, or otherwise made available by or through, Contractor under the Contract. The term “Recipient” includes and may be referred to in the Contract as a **“Client”** or **“Participant”** or **“Youth”**. All such terms shall be considered synonymous.

“Scope of Work” means the Scope of Work set forth in the Special Terms and any amendments thereto to which the parties have agreed in writing.

“Security Breach” means the unauthorized acquisition of, or access to, or use of, Personal Data, IJB Confidential Information, Deliverables, or Systems by an unauthorized person that compromises or may compromise the security, confidentiality, or integrity of Personal Data, IJB Confidential Information, Deliverables, or Systems, including instances in which Contractor Personnel access Systems or Personal Data in an unauthorized or impermissible manner or in violation of their user or access rights or privileges. The term **“Security Breach”** also includes: (1) any breach of security, confidentiality, or privacy or any breach or misuse of, or unauthorized access to, Personal Data or Systems as defined by any Applicable Law; or (2) any other event that compromises the physical, technical, administrative, or organizational safeguards put in place by Contractor or Contractor Personnel relating to the protection of the security, confidentiality, or integrity of Personal Data or IJB Confidential Information.

“Solicitation” means the formal or informal procurement (and any addenda thereto) identified in the CD&E that was issued to solicit the Bid Proposal leading to the Contract.

“Special Contract Attachments” means any Special Contract Attachments identified in or required by the terms of the Contract, including the Special Terms, along with any other document the IJB attaches to the Contract that provides additional terms and conditions applicable to the Contractor or the performance of its duties and obligations under the Contract.

“Special Terms” means Section 1 of the Contract entitled “Special Terms” that contains terms specific to the Contract, including the Scope of Work, compensation and payment methodology, Performance Standards, etc.

“Specifications” means all specifications, requirements, technical standards, performance standards, performance measures, representations, and any other criteria related either to the Deliverables (or Contractor’s performance) stated or expressed in the Contract, the Documentation, the Solicitation, and the Bid Proposal (excluding any Bidder exceptions), and any specifications, standards (including any IT standards issued by the State, the State Office of the Chief Information Officer, or any Governmental Entity). Specifications shall include any specifications, standards, requirements, or criteria stated or set forth in Applicable Law. The Specifications are incorporated into the Contract by reference and made a part of the Contract as if fully set forth in the Contract.

“State” means the State of Iowa, the IJB, and all State of Iowa Governmental Entities.

“Systems” means any computers, mainframes, servers, equipment, hardware, data centers, networks, platforms, storage devices, systems, information or IT systems, or other devices or property of any kind in which any information or data (including Personal Data) is collected, accessed, received, stored, maintained, transmitted, processed (including Processed), or used.

“Third Party” means a Person (including any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to the Contract.

2.2 Term. The term of the Contract shall begin and end on the dates specified in the CD&E, unless extended or terminated earlier in accordance with the provisions of the Contract. The IJB may, in its sole discretion, extend the term of the Contract upon the same terms and conditions by exercising any applicable extension or renewal term described in the CD&E by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or any renewal term.

2.3 Scope of Work.

2.3.1 Contractor will perform, provide and deliver all Deliverables in accordance with and subject to the terms, conditions, Specifications, delivery dates, deadlines and other requirements set forth in the Contract, including

those set forth in the Special Terms. In performing its duties and obligations under the Contract, Contractor will meet or exceed all Performance Standards, metrics and Specifications set forth in the Contract, including those set forth in the Special Terms. Contractor will perform, provide and deliver all Deliverables within the boundaries of the United States.

2.3.2 The IJB may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning its performance, provision and delivery of the Deliverables and Contractor's other duties and obligations under the Contract. Contractor will comply with such instructions and requests to the satisfaction of the IJB. Contractor will use its best efforts to timely correct any Deficiencies discovered either by Contractor or the IJB.

2.4 Compensation.

2.4.1 In consideration of Contractor performing, providing and delivering the Deliverables in accordance with the terms and conditions of the Contract, Contractor shall be entitled to receive the fees or other compensation associated with such Deliverables as specified in the Special Terms, subject to the terms and conditions of the Contract. The IJB will not be obligated to pay any other compensation, fees, expenses, costs, charges or other amounts to Contractor in connection with the Contract. Any work performed or Deliverables provided by Contractor and not specifically authorized by the IJB in writing shall be considered gratuitous, and Contractor waives any claim, right or entitlement to compensation for any such work or Deliverables. Unless otherwise agreed to by the IJB in writing, the Contractor shall not be compensated on a time and materials basis. Notwithstanding anything in the Contract to the contrary, Contractor is not entitled to payment for any Deliverables performed or provided under the Contract if the IJB reasonably determines that such Deliverables have not been satisfactorily or completely performed or provided or there is a material Deficiency with respect to such Deliverables. Contractor is not entitled to payment for any Deliverables for which Contractor fails to provide adequate documentation substantiating Contractor's entitlement to compensation or payment as determined by the IJB in its sole discretion. In no event shall the IJB be obligated to pay Contractor any fees, costs, compensation or other amounts in excess of the amount specified in the Special Terms, unless the IJB otherwise agrees to pay such fees, costs, compensation other amounts pursuant to a written and executed amendment to the Contract. No payment, including final payment, shall be construed as or constitute: (1) the IJB's acceptance of any Deliverables with Deficiencies or incomplete work; or (2) a waiver by the IJB of any rights or remedies it may have to enforce the terms of the Contract, and Contractor will remain responsible for full performance in strict compliance with the terms and conditions of the Contract. By making any payments under the Contract, the IJB does not waive its ability to challenge any payment or reimbursement made by IJB. Contractor's acceptance of the last payment from the IJB shall operate as a release of any and all claims related to the Contract that Contractor may have or be capable of asserting against the State. The IJB will not make any advance payments for any Deliverables provided by Contractor pursuant to the Contract unless expressly provided for in the Special Terms, and such advance payment is permitted under Applicable Law.

2.4.2 Invoices. Contractor will submit an Invoice to IJB timely in accordance with the Special Terms, Chapter 70 and all other requirements set forth in the Contract. Each Invoice shall reflect the fees applicable to the units of services and Deliverables actually performed or provided by Contractor during the prior period covered by the Invoice in accordance with the terms, conditions and Specifications of the Contract, including the Special Terms. Contractor shall ensure that each Invoice will include the following items, if applicable: (1) pertinent referrals from a Juvenile Court Officer or other appropriate IJB staff person, along with all approved invoices; (2) a list specifying each eligible Recipient for whom a claim is made or to whom services were provided and the number of units of service provided with respect to each such Recipient; and (3) a list of the dates and times during which each service or other Deliverables were provided to such Recipients. Contractor will include with or attach to each Invoice appropriate documentation as necessary to substantiate the claims, fees or charges included on the Invoice and all information reasonably requested by the IJB. Prior to submitting an Invoice, Contractor will thoroughly review the Invoice and attachments to ensure it complies with Rule 70.206 of Chapter 70, Applicable Law, and all of the other requirements set forth in this Section 2.4.2.

2.4.3 Payment. The IJB or the Contract Administrator will review each Invoice for compliance with the Contract and Applicable Law. Subject to the terms, conditions and provisions of the Contract and Contractor's compliance therewith, the IJB will pay all approved and undisputed amounts in arrears and in conformance with Iowa Code § 8A.514 and Iowa Administrative Code rule 11—41.1(2), and all other applicable laws, rules, regulations, policies and requirements. The IJB may pay in less than sixty (60) days, as provided in Iowa Code § 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514. Notwithstanding anything herein to the contrary, the IJB shall have the right to dispute any Invoice submitted for payment and withhold payment of any disputed amount if the IJB believes the Invoice is inaccurate or incorrect in any way.

2.4.4 Offset Against Sums Owed by the Contractor. If the Contractor owes the IJB or the State any sum under the terms of the Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the IJB or the State may, in its sole discretion, offset any such sum against: (1) any sum invoiced by, or owed to, the Contractor under the Contract, or (2) any sum or amount owed by the IJB or the State to the Contractor, unless otherwise required by law. Any amounts due to the IJB or the State as damages may be deducted by the IJB from any money or sum payable by the IJB or the State to Contractor pursuant to the Contract. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

2.4.5 Withholding. In addition to pursuing any other remedy provided herein or by law, the IJB may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the IJB or work stoppage by the Contractor, if the IJB determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in the Contract or has failed to timely perform, provide or deliver any Deliverable in accordance with the terms of the Contract; (2) Contractor is not making timely and sufficient progress towards the completion or performance of any Deliverables; (3) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (4) the Contractor has failed to perform Close-Out Event(s). The IJB may also withhold payments as provided in the Special Terms. No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the IJB under the Contract.

2.4.6 Erroneous Payments and Credits. Contractor will promptly pay or refund to the IJB the full amount of any overpayment, erroneous payment or unallowable expense within ten (10) Business Days after either discovery by the Contractor or notification by the IJB of the overpayment, erroneous payment or unallowable expense

2.4.7 Correction/Cure. The IJB may, without any obligation, correct any Deficiencies with respect to any Deliverable or cure any Contractor default under the Contract without prejudice to any other remedy it may have if Contractor fails to correct such Deficiencies as required in the Contract or if Contractor otherwise defaults or fails to perform any provision of the Contract within the time period specified in a notice of default from the IJB. The IJB may provide or procure the services reasonably necessary to correct any Deficiencies or cure any Contractor default, in which event the Contractor will reimburse the IJB for the actual costs incurred by the IJB for such services (or for the reasonable value of the time expended by any IJB or State employees who provide such services). In addition, Contractor will cooperate with the IJB, or any Third Parties retained by the IJB who assist in curing such default, including by allowing access to any pertinent Deliverables, materials or work product of Contractor. Contractor will pay to the IJB all expenses incurred by the IJB to cure and correct such Deficiencies within ten (10) Business Days after receiving IJB's written notice demanding payment.

2.4.8 Error Correction. With respect to each notice from the IJB to Contractor during the term of the Contract that notifies Contractor that any Deliverable delivered by Contractor (whether or not previously accepted or approved by the IJB) contains or experiences a Deficiency, Contractor will, at no cost to the IJB, promptly (i) correct the Deficiency or re-perform the services or provide replacement Deliverables to the IJB's satisfaction; and (ii) provide the IJB with all applicable or related Documentation with respect to the foregoing.

2.4.9 Reimbursable Expenses. Except as otherwise provided in the Special Terms, there shall be no reimbursable expenses associated with the Contract separate from the compensation referred to in this Section 2.4 and in the Special Terms. Contractor will be solely responsible for all costs, charges and expenses it incurs in connection with its performance under the Contract including travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Contractor. If reimbursement is expressly provided for in the Special Terms, the following terms and conditions shall apply to and govern expense reimbursement:

Subject to any applicable laws, rules, policies and procedures, the IJB will reimburse Contractor for the reasonable and actual costs of transportation, meals and lodging incurred by Contractor with respect to any travel requested by the IJB; provided, however, that: (i) Contractor submits all of its anticipated travel and other costs to the IJB in advance of any travel for the IJB's prior approval; and (ii) notwithstanding the IJB's approval, any reimbursement for allowable transportation, meals and lodging will not exceed the maximum reimbursement rates applicable to board, commission, advisory council and task force members, including those set forth in the State Accounting Policy and Procedures Manual 210.245 and 210.305 (or any successor provisions) or such other rates and limitations as may later be established by the Iowa Department of Administrative Services (or any other State Governmental Entity) or by the Iowa General Assembly. Contractor agrees to utilize the most economical mode of transportation available and will comply with any other travel policies, procedures or requirements applicable to contractors of the State of Iowa. Contractor will submit original and itemized receipts and any other supporting documentation as the IJB may request with respect to all costs and expenses submitted by Contractor for reimbursement. The IJB reserves the right to audit all reimbursement requests and to

withhold or deny reimbursement for Contractor's failure to comply with the requirements of this section and the laws, rules and travel policies and procedures of the State.

2.4.10 Monitoring and Review. The IJB will monitor and review Contractor's performance under the Contract to ensure compliance with the Contract. Such review and monitoring may include the IJB's: (1) review and assessment of Invoices and reports furnished by the Contractor pursuant to the Contract; (2) performance of Contract Compliance and On-Site Reviews in accordance with the terms of the Contract; and (3) any other review and monitoring activities described in the Special Terms.

2.4.11 Reimbursement. If an audit, Contract Compliance Review or On-Site Review shows that any amounts paid under the contract were not spent, used or paid in accordance with the terms and provisions of the Contract, Contractor will be liable for reimbursement to the IJB of all such amounts within ten (10) Business Days after the IJB has notified the Contractor of such non-compliance and has requested reimbursement or re-payment.

2.4.12 Return of Prepaid Amounts. Notwithstanding any provision in the Contract to the contrary, Contractor will refund to the IJB, within ten (10) Business Days of the effective date of termination of the Contract for any reason, any prepaid fees, funds or other amounts paid by the IJB for any Deliverables or services that were either not been performed or provided by or on behalf of the Contractor or received by the IJB.

2.4.13 Failure to Pay Amounts Due. If Contractor fails to timely pay, repay, reimburse or refund any amounts it is required to pay the IJB under this Section 2.4 (or any other provision of the Contract), the IJB may charge Contractor interest at the rate of one percent (1%) per month compounded on the outstanding balance each month after the date the payment, repayment, reimbursement or refund is due, or the maximum amount allowed by law, whichever is greater. The IJB may, in its sole discretion, elect to apply any such amounts against any fees or other amounts payable by the IJB under the Contract.

2.4.14 Section 2.4 and the Special Terms. Notwithstanding anything or any provision to the contrary in the Special Terms, this Section 2.4 and the duties, obligations, rights and remedies set forth herein shall apply to the Contract and the parties. If there is any conflict between the terms of Section 2.4 and those set forth in the Special Terms, the terms in Section 2.4 shall control.

2.4.15 Section 2.4 and Contractor's duties, obligations and liability under Section 2.4 shall survive termination or expiration of the Contract.

2.5 Termination.

2.5.1 Termination for Cause by the IJB. The IJB may terminate the Contract upon written notice for the breach by the Contractor or Contractor Personnel of any material term, condition or provision of the Contract, if such breach is not cured within the time period specified in the IJB's notice of breach (or any subsequent notice or correspondence delivered by the IJB to the Contractor) provided that cure is feasible, as determined by the IJB in its sole discretion. In addition, the IJB may terminate the Contract effective immediately without penalty or liability and without incurring any further obligation to the Contractor, and without providing 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 the Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.5.1.2 The Contractor or any Contractor Personnel have committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, illegal acts 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 the Contract is suspended, terminated, revoked, or forfeited;

2.5.1.6 The Contractor has failed to comply with any Applicable Law, or the IJB learns or believes that Contractor or Contractor Personnel are or have been the subject of a criminal, regulatory, or administrative investigation or proceeding;

2.5.1.7 The IJB determines or believes the Contractor or Contractor Personnel have engaged in conduct that: (1) has or may expose the IJB or the State to material liability; (2) has caused or may cause a Recipients' or other person's life, health, or safety to be jeopardized or put at risk in any way; (3) the IJB determines to be inappropriate contact with or treatment of a Recipient; (4) violates or allegedly violates any laws, rules or regulations, whether of a criminal or civil nature; or (5) that creates a conflict of interest or the appearance of a conflict of interest that the IJB determines is inappropriate or unacceptable;

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 Laws or any provisions of the Contract pertaining to confidentiality, privacy, Personal Data, or data security;

2.5.1.10 The IJB has determined or suspects that any Security Breach or any other incident involving unauthorized access to or use of any data, information, Personal Data, Confidential Information, Deliverables, Systems, or other property has occurred; or

2.5.1.11 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 the 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 IJB may terminate the Contract in whole or in part without penalty or liability 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 the Contract to the contrary, and subject to the limitations set forth below, the IJB will have the right to terminate the Contract without penalty and or liability and without incurring any further obligation to the Contractor as a result of any of the following:

2.5.3.1 The legislature or governor fail in the sole opinion of the IJB to appropriate funds sufficient to allow the IJB to either meet its obligations under the Contract or to operate as required and to fulfill its obligations under the 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 IJB to make any payment hereunder are insufficient or unavailable for any other reason as determined by the IJB in its sole discretion; or

2.5.3.3 If funding for early intervention and follow up programs/ graduated sanctions services and/or non- contracted/ court-ordered services are exhausted in any judicial district where Contractor is performing or providing services or other Deliverables.

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

2.5.3.5 If the IJB's duties, programs or responsibilities are modified or materially altered;

2.5.3.6 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 IJB's ability to fulfill any of its obligations under the Contract; or

2.5.3.7 If any other event or circumstance occurs that impacts or affects the ability of the IJB, the State or any Governmental Entity to continue to operate, use, maintain or pay for any Deliverables.

The IJB will provide the Contractor with written notice of termination pursuant to this Section 2.5.3.

2.5.4 Other remedies. The IJB's right to terminate the Contract shall be in addition to and not exclusive of other remedies available to the IJB, and the IJB will 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. If this Contract is terminated for any reason by either party (except for termination by the IJB pursuant to Sections 2.5.1 and 2.5.3) the IJB will pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily performed, provided and delivered in accordance with the provisions of the Contract up to and including the date of termination of the Contract and for which the IJB is obligated to pay pursuant to the Contract. If the IJB terminates the Contract pursuant to Section 2.5.3, the IJB's obligation to pay the Contractor such amounts shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper substantiation of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the IJB and shall not be construed to require the IJB to pay any compensation or other amounts under the Contract if the Contractor breaches the Contract, or the IJB terminates the Contract pursuant to Section 2.5.1, or the IJB withholds any amounts in accordance with the terms of the Contract. The IJB will not be liable under any circumstances (regardless of whether the Contract has or has not been terminated) for any of the following:

2.5.5.1 The payment of unemployment compensation to the Contractor's employees or any other Contractor Personnel;

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 or expires;

2.5.5.3 Any costs incurred by the Contractor in its performance or anticipated performance of the Contract, including startup costs, overhead, financial commitments 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 the Contract; or

2.5.5.5 Any amounts for any Deliverables that are or were in progress but have/had not been provided to or received by the IJB.

2.5.5.6 Any taxes the Contractor may owe in connection with the performance of the Contract, including 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 at any time upon IJB's request (hereafter, "Close-Out Event"), the Contractor will, unless otherwise instructed or requested by the IJB, do the following:

2.5.6.1 Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and if requested by IJB, furnish a report within thirty (30) days of the expiration date or effective date of termination, describing the status of all work performed under the Contract and such other matters as the IJB may require;

2.5.6.2 Immediately cease using and return to the IJB any property, data (excluding Personal Data), information, Confidential Information, or materials, whether tangible or intangible, provided by the IJB to the Contractor;

2.5.6.3 Cooperate in good faith with the IJB 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 IJB any payments made by the IJB for Deliverables that were not performed or provided by the Contractor;

2.5.6.5 Immediately deliver to the IJB any and all Deliverables for which the IJB 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; and

2.5.6.6 Comply with all instructions and requests made by the IJB.

Section 2.5.6 and Contractor's duties, obligations and liability under Section 2.5.6 shall survive expiration or termination of the Contract.

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

2.5.8 Survival. Sections 2.5.4, 2.5.5 and 2.5.6 and Contractor's duties, obligations and liability under such sections shall survive expiration or termination of the Contract.

2.6 Indemnification.

2.6.1 By the Contractor. The Contractor and its permitted assigns will 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 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 the Contract, including any claims related to, resulting from, or arising out of:

2.6.1.1 Any violation or breach of any term or condition of the Contract by or on behalf of Contractor or Contractor Personnel;

2.6.1.2 Any negligent, intentional, or wrongful act or omission of the Contractor or any Contractor Personnel;

2.6.1.3 Contractor's performance or attempted performance of the Contract, including any performance or attempted performance of the Contract by Contractor Personnel;

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;

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;

2.6.1.6 The furnishing or making of any statement, representation, warranty, or certification in connection with the Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.6.1.7 Any claim for violation or infringement of any statutory or common law rights or any other rights of any Person and including any claims or causes of action involving torts, personal injury, defamation, or rights of publicity, privacy, confidentiality, misappropriation or security;

2.6.1.8 Any claim of medical, legal or professional malpractice;

2.6.1.9 Any Security Breach or any other incident involving unauthorized access to or use of any Personal Data, Confidential Information, information, data, Deliverables, Systems or other property has occurred;

2.6.1.10 Any failure of Contractor or any Contractor Personnel to comply with Applicable Laws; or

2.6.1.11 Any claim that Contractor has engaged inappropriate, abusive, harmful or otherwise improper behavior or conduct towards or with respect to a Recipient.

2.6.2 Contractor's obligations under this Section 2.6 are not limited to third-party claims but shall also apply to any claims that either party may assert against the other, regardless of cause or fault.

2.6.3 Contractor will be liable for any personal injury or damage to property caused by the fault or negligence of the Contractor or any Contractor Personnel. Contractor agrees that IJB and the State will not, under any circumstances, be liable for injuries suffered by Recipients, Contractor, or Contractor Personnel related to either the Contractor's performance under the Contract or the performance, provision and delivery of any Deliverables.

2.6.4 Section 2.6 Contractor duties, obligations and liability under Section 2.6 shall survive the termination or expiration of the Contract and shall apply regardless of the date any potential claim or loss is made or discovered by the IJB or any other Indemnitee.

2.7 Insurance.

2.7.1 Insurance Requirements. The Contractor (and each contractor or subcontractor of Contractor) will maintain in full force and effect during the term of the Contract (including all extensions and renewals thereof), with insurance companies licensed or admitted to business in the State of Iowa, insurance covering its work and the performance, provision and delivery of Deliverables during the entire term of the Contract, which includes any extensions or renewals thereof. The Contractor's insurance shall, among other things:

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

2.7.1.2 Be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of the Contract regardless of the date the claim is filed or expiration of the policy (or includes extended reporting period or tail coverage acceptable to the IJB if an insurance carrier only issues the policy on a claims made basis);

2.7.1.3 Provide a waiver of any subrogation rights that any of its insurance carriers might have against the IJB and the State on the policies for all coverages required by the Contract. The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the IJB pursuant to Section 2.7.3; and

2.7.1.4 Not be reduced, amended (to the detriment of the State), or canceled without the prior written approval of the IJB (unless a cancelled policy is being simultaneously replaced by another policy meeting the requirements of this Section 2.7).

2.7.2 Types and Amounts of Insurance Required. Unless otherwise requested by the IJB in writing, the Contractor will cause to be issued insurance coverages of the types and in the amounts set forth in the Special Terms.

2.7.3 Certificates of Coverage. The Contractor will submit certificates of insurance to the IJB within five (5) Business Days after the execution of the Contract. Such certificates shall certify: (1) the types and the amounts of coverage; (2) that all insurance coverages are in force before the Contractor starts work; (3) that the insurance coverages apply to, among other things, the work, activities, products and liability of the Contractor related to the Contract; (4) that the State of Iowa and the IJB are named as additional insureds or loss payees on the policies of insurance or are designated as such by endorsement as required herein; and (5) that no cancellation or modification of the insurance shall be made without at least thirty (30) days prior written notice to the IJB. The Contractor will ensure that no required insurance policies shall be reduced, canceled or amended without first obtaining the prior written approval of the IJB. The certificates shall be subject to approval by the IJB.

2.7.4 Responsibility of Contractor. The IJB's approval or acceptance of the insurance certificates shall not relieve Contractor of any obligation under the Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the term of the Contract, including all renewals and extensions thereof. Contractor (and

Contractor's contractors and subcontractors) will be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor will have no claim or other recourse against the State for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor (and its contractors and subcontractors). Notwithstanding any other provision of the Contract, Contractor will be fully responsible and liable for meeting and fulfilling all of its obligations under Section 2.7 of the Contract.

2.7.5 Filing of Claims. If either IJB or the State suffers a loss or is unable to file a claim under any policy of insurance required under the Contract, the Contractor will, at the IJB's request, immediately file a proper claim under such policy. Contractor will provide the IJB with proof of filing of any such claim and keep the IJB fully informed about the status of the claim. In addition, Contractor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the IJB and the State. Contractor will pay to the IJB and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor's receipt of such proceeds or payments; provided that such payment shall not exceed the amount of the loss sustained, incurred, asserted or claimed by the State.

2.7.6 Proceeds. If IJB or the State suffers a loss that may be covered under any of the insurance policies required under this Section 2.7, neither the Contractor nor any subsidiary or affiliate thereof will have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the IJB and the State have fully recovered all losses, damages or expenses sustained or incurred by them (subject to applicable policy limits), and Contractor hereby assigns to the IJB and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under the Contract.

2.7.7 Notice of Third-Party Claims. Contractor will provide prompt notice to the IJB of any Third-Party claims related to the Contract. If the claim matures to litigation, the Contractor will keep the IJB regularly informed of the status of the lawsuit, including any substantive rulings and settlements. The Contractor will confer directly with the IJB about and before any substantive settlement negotiations.

2.7.8 Survival. Section 2.7 and Contractor's duties, obligations and liability under Section 2.7 shall survive the termination or expiration of the Contract.

2.8 Confidential Information

2.8.1 Confidentiality Obligation. Contractor and Contractor Personnel may have access to, collect, receive, or process IJB Confidential Information or Personal Data in connection with the Contract. Contractor and Contractor Personnel may only access, use and Process IJB Confidential Information and Personal Data solely to the extent necessary to carry out the Contractor's express duties and obligations under the Contract, and Contractor and Contractor Personnel will hold such information and data in the strictest confidence. Contractor and Contractor Personnel will at all times preserve the confidentiality of all Confidential Information and Personal Data and will maintain procedures for properly securing and safeguarding all such information and data. Contractor will designate one individual who shall remain the responsible authority in charge of all IJB Confidential Information and Personal Data collected, accessed, used, Processed, or disseminated by Contractor in connection with the performance of the Contract. Contractor will provide adequate direction, supervision and training to all Contractor Personnel to ensure compliance with the terms of the Contract and this Section 2.8. If required by the IJB, Contractor and Contractor Personnel will execute confidentiality or non-disclosure agreements to obtain access to certain IJB Confidential Information. Contractor will comply with the State's policies and procedures related to the access, storage and protection of IJB Confidential Information. Under no circumstances may the Contractor or any Contractor Personnel access IJB Confidential Information or Personal Data from outside of the United States and its protectorates, and any such access is prohibited.

If Contractor receives a request for access to any IJB Confidential Information, Contractor will immediately communicate such request to the IJB for consideration and handling. Contractor may only disclose IJB Confidential Information as expressly authorized by law and only with the prior written consent of the IJB, either during or after the term of the Contract. The Contractor will immediately report to the IJB any unauthorized use or disclosure of IJB Confidential Information or Personal Data. The Contractor may be held civilly or criminally liable for improper use or disclosure of IJB Confidential Information or Personal Data.

Except as expressly permitted in this Section 2.8, the Contractor and Contractor Personnel will not at any time (including during the term of the Contract and after termination or expiration of the Contract) use, copy, access, reproduce, modify, aggregate,

compile, summarize, publish, distribute, disclose, disseminate, sell, transfer, license, exploit, prepare derivative works from, or otherwise use, in any manner whatsoever, any IJB Confidential Information without the IJB's prior written permission.

2.8.2 Security Questionnaire Upon the IJB's request, Contractor will provide the IJB with a completed contractor/vendor security risk assessment questionnaire on a form required or approved by the IJB.

2.8.3 Foreign Hosting and Storage Prohibited. Contractor will only host and store IJB Confidential Information and Personal Data within the continental United States.

2.8.4 Owner of Personal Data. Contractor acknowledges and agrees that it is and shall be considered the owner of all Personal Data for all purposes, regardless of whether the Contractor collects such data or receives it from Recipients, the IJB, or from any other sources. Contractor will comply with all Applicable Laws relating to Personal Data, including those related to the protection and security of Personal Data and notification in the event of any Security Breach involving or affecting Personal Data or Persons.

2.8.5 Contractor Breach Notification Obligations. The Contractor agrees to comply with all Applicable Laws that require the notification of individuals if a Security Breach or unauthorized access to or use or disclosure of Personal Data or IJB Confidential Information occurs, or any other events occur requiring notification in accordance with Applicable Law. In the event of a breach of the Contractor's security obligations, a Security Breach, or other event requiring notification under Applicable Law, the Contractor agrees to follow IJB directives, which may include assuming responsibility for informing all such individuals in accordance with Applicable Laws, and to indemnify and hold harmless the IJB and the State from and against any claims, damages, or other harm related to the foregoing.

2.8.6 Compliance of Contractor Personnel. The Contractor and Contractor Personnel will comply with the IJB's and the State's security and personnel policies, procedures, and rules, including any procedure which the IJB's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the IJB in the investigation of any Security Breaches that may involve the Contractor or Contractor Personnel. All services will be performed in accordance with State Information Technology security standards and policies as well as IJB security policies and procedures. By way of example only, see Iowa Code 8B.23, and <https://ocio.iowa.gov/home/standards>. Contractor will be fully responsible and liable for ensuring that all Contractor Personnel comply with the terms, conditions and requirements of Section 2.8 and Special Contract Attachment 1, Data and Information Security Provisions. Contractor will include appropriate provisions in its contracts with Contractor Personnel obligating them to fully comply with all of the terms, conditions and requirements of Section 2.8.

2.8.7 Subpoena. If a subpoena or other legal process is served upon the Contractor for records containing IJB Confidential Information, the Contractor will promptly notify the IJB and cooperate with the IJB in any lawful effort to protect or prevent disclosure of the IJB Confidential Information.

2.8.8 Return and/or Destruction of Information. Upon the IJB's request, the Contractor agrees to comply with all IJB directives regarding the return or destruction of IJB Confidential Information. Upon the IJB's request, the Contractor will return and transmit IJB Confidential Information that is specifically identified or requested by the IJB through a secure electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the IJB. Following the IJB's verified receipt of the IJB Confidential Information, the Contractor will, upon the IJB's written request, physically or electronically destroy or erase all residual IJB Confidential Information regardless of format from the Contractor's Systems and any other storage media except as otherwise required by Applicable Law. 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 Contractor Personnel sites. To the extent Contractor is required to destroy specific IJB Confidential Information pursuant to this Section 2.8.8, Contractor will ensure that such IJB Confidential Information will be permanently deleted and will not be recoverable, in accordance with National Institute of Standards and Technology ("NIST") approved methods. Any requested destruction of IJB Confidential 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 IJB 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 any IJB Confidential Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the IJB

with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement of the parties that the return and/or destruction of the information is not possible or feasible, the Contractor will make the IJB Confidential Information inaccessible. The Contractor will not use or disclose such retained IJB Confidential Information for any purposes other than those expressly permitted by the IJB. The Contractor will provide to the IJB a detailed description as to the procedures and methods used to make the IJB Confidential Information inaccessible no later than thirty (30) days after making the information inaccessible. If the IJB provides written permission for the Contractor to retain the IJB Confidential Information in the Contractor's Systems, the Contractor will extend the protections of the Contract to such information and limit any further uses or disclosures of such information.

2.8.10. Non-Exclusive Equitable Remedy. Contractor acknowledges and agrees that due to the unique nature of IJB Confidential Information and Personal Data that any breach or threatened breach of any of Contractor's duties and obligations under Section 2.8 shall immediately give rise to continuing irreparable injury or harm to the IJB or others that is inadequately compensable in damages at law. Accordingly, and without prejudice to any other remedy available to the IJB, the IJB shall be entitled to injunctive relief without posting any bond, without the necessity of proving actual loss, and without demonstrating an inadequate remedy at law. Contractor waives all requirements that must be satisfied before the IJB may seek injunctive relief. Any breach of this Section 2.8 shall constitute a material breach of the Contract and be grounds for immediate termination of the Contract, in the exclusive discretion of the IJB.

2.8.11. Additional Remedies in the event of a Security Breach. Upon the State's determination that a Security Breach has occurred, Contractor and Contractor Personnel will fully cooperate with the State in mitigating and responding to such Security Breach. Notwithstanding any provision in Contract to the contrary, Contractor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees, and any and all other amounts of any kind or nature whatsoever (including the reasonable value of time of the Iowa Attorney General's Office or the costs, expenses and attorney fees of other counsel retained by the State) related to, arising out of, or incurred by or on behalf of the State as a result of, any Security Breach, including any costs associated with the following: notifying affected individuals and businesses or reporting to applicable regulators or Governmental Entities; opening and closing accounts, printing new checks, embossing new cards; forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for assisting affected individuals; credit-monitoring services and identity-theft insurance for any Person whose information has or may have been acquired or compromised; and all other costs associated with corrective or other actions that are taken to mitigate or address the Security Breach. The State will be entitled to approve the content and means of delivery of any such notifications or reports. Contractor will reimburse and pay to the State all expenses, fees, damages, losses, settlements and all other amounts incurred by the State within thirty (30) days of the date of any written demand or request is delivered to Contractor.

2.8.12. 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, or if the Contractor is otherwise considered a Qualified Service Organization under Applicable Law, the Contractor acknowledges and agrees that it is fully bound by and will comply with 42 C.F.R. Part 2 and 42 USC § 290dd-2. 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 the Contract has the same meaning as the definition set forth in 42 C.F.R. § 2.11.

2.8.13. Survives Termination or Expiration. Section 2.8 and Contractor's duties, obligations, and liability under Section 2.8 shall survive termination or expiration of the Contract.

2.9 Information Security. If Contractor accesses, collects, receives, stores, transmits or otherwise Processes Personal Data, Contractor will comply with Special Contract Attachment 1, Data and Information Security Provisions and any other provisions in the Special Terms relating to Personal Data, IJB Confidential Information or data security. Section 2.9 and Contractor's duties, obligations, and liability under this Section 2.9 shall survive termination or expiration of the Contract

2.10 Representations, Warranties and Covenants.

2.10.1 Contractor represents and warrants that during the term of the Contract, the Deliverables shall, in whole and in part: (i) be free from material Deficiencies; and (ii) meet, conform to or operate in accordance with all Specifications and in accordance with terms of the Contract. Contractor will, 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 thirty (30) days of receiving IJB's notice of such Deficiencies. If Contractor is unable to repair, correct or replace such Deliverable to the IJB's

satisfaction, Contractor will refund the fees or other amounts paid for the Deliverables and any services related thereto. The foregoing shall not constitute an exclusive remedy under the Contract, and the IJB will be entitled to pursue any other available contractual, legal or equitable remedies. Contractor will be available at all reasonable times to assist the IJB with questions, problems and concerns about the Deliverables, to inform the IJB promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing or being provided in accordance with the provisions of the Contract and provide the IJB with all materials and Documentation with respect to such repaired or corrected Deliverable. Section 2.10.1 and Contractor's duties, obligations and liability under Section 2.10.1 shall survive termination or expiration of the Contract.

2.10.2 Contractor represents and warrants that it is fully aware of the IJB's requirements and intended purposes and uses for the Deliverables as set forth in the Contract and in the Solicitation (if any), and the Deliverables will satisfy such requirements in all material respects and are fit for their intended purposes and uses.

2.10.3 Contractor represents and warrants that it meets the definition of and requirements for an Eligible Provider under Chapter 70.

2.10.4 Contractor represents, warrants and covenants that all services and Deliverables to be performed or provided under the Contract will be performed or provided in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms, conditions and Specifications of the Contract and the highest standards of performance applicable to Contractors and service providers in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of the Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. If IJB notifies Contractor of any services performed in violation of this standard, Contractor will re-perform the services at no cost to the IJB, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, Contractor will reimburse the IJB any fees or compensation the IJB paid to the Contractor for the unsatisfactory services or other Deliverables. Section 2.10.4 and Contractor's duties, obligations and liability under Section 2.10.4 shall survive termination or expiration of the Contract.

2.10.5 Contractor represents, warrants and covenants that it is knowledgeable about and will comply with all Applicable Laws during the term of the Contract. For the sake of clarity, Contractor will comply with all duties, obligations and requirements set forth in Chapter 70 that apply to providers and claimants.

2.10.6 Contractor represents, warrants and covenants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under the Contract or otherwise constitute a conflict of interest.

2.10.7 Contractor represents, warrants and covenants that all services and other Deliverables will at all times comply with all Applicable Laws during the term of the Contract.

2.10.8 Contractor represents and warrants is not in arrears with respect to the payment of any monies due and owing the State or any Governmental Entity thereof including the payment of taxes and employee benefits, and covenants and warrants it will not become so during the term of the Contract, or any extensions or renewals thereof. Contractor represents that its accounting system is adequate to comply with the Contract.

2.10.9 The Contractor represents and warrants that all obligations that Contractor owes or may owe to Third Parties relating to the Contract are or will be fully satisfied by the Contractor so that the IJB will not have any obligations with respect thereto.

2.10.10 Contractor represents, warrants and covenants that it is the owner and custodian of all Personal Data and will be responsible for securing and safeguarding such data, investigating, responding to and mitigating any Security Breaches involving such data, notifying all Persons affected or potentially affected by such breach, and complying with all Applicable Laws regarding Personal Data and Security Breaches.

2.10.11 All warranties made by Contractor in the Contract, whether or not the Contract specifically denominates Contractor's promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the IJB, shall not be construed as limiting or negating any warranty provided by law, including warranties which arise through course of dealing or usage of trade. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. Contractor's warranties provided in this Section 2.10 are in addition to and not in lieu of any other warranties provided in the Contract. All warranties provided for in the

Contract shall be cumulative, shall be deemed consistent and not in conflict, and are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the IJB.

2.11 Obligations of Contractor Personnel. Contractor acknowledges the Contract contains provisions that establish duties, obligations and requirements of, or applicable to, Contractor Personnel. Notwithstanding anything to the contrary in the Contract, Contractor agrees it will be fully responsible and liable for ensuring that all Contractor personnel meet, satisfy and comply with: (1) all such duties, obligations and requirements; and (2) any contractual duties and obligations of Contractor that Contractor assigns or delegates to Contractor Personnel. Contractor further agrees that it will: (a) provide adequate supervision of and training to all Contractor Personnel to ensure that Contractor Personnel comply with all terms and provisions of the Contract and Applicable Law; and (b) ensure that all Contractor Personnel are fully qualified, have no criminal convictions, and possess all licenses, certifications and other credentials required either by the Contract or Applicable Law. Section 2.12.11 and Contractor's duties, obligations and liability under this Section 2.12.11 shall survive termination or expiration of the Contract.

2.12 Contract Administration.

2.12.1 Independent Contractor. The status of Contractor shall be that of an independent contractor. Contractor will not hold itself out as an employee or agent of the IJB. The IJB will not provide Contractor with office space, support staff, equipment, tools, or supervision beyond the terms of the Contract. Neither Contractor nor any Contractor Personnel are eligible for any State employee benefits, including retirement benefits, insurance coverage or the like. Contractor and Contractor Personnel shall not be considered employees of the IJB or the State for any purpose, including for federal or State tax purposes. The IJB will not withhold taxes on behalf of Contractor or Contractor Personnel. Contractor will be responsible for payment of all taxes in connection with the Contract.

2.12.2 Incorporation of Documents. To the extent the Contract arises out of a Solicitation, the parties acknowledge that the Contract incorporates by reference the Solicitation and the Bid Proposal together with any clarifications, attachments, appendices, or amendments to the Solicitation and the Bid Proposal; provided, however, that none of Contractor's exceptions, objections or proposed modifications in its Bid Proposal (collectively "Contractor Exceptions") respecting the Solicitation or any contract terms and conditions that are a part of or attached to the Solicitation, shall be incorporated into or made a part of the Contract unless expressly set forth in the Contract. The terms and conditions of the Solicitation and the Bid Proposal are made contractual obligations of Contractor, except that any Contractor Exceptions shall not be deemed to limit, modify or otherwise affect any of the contractual obligations of Contractor or the IJB under the Contract unless expressly stated in the Contract. 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; and (3) the Bid Proposal (excluding any Contractor Exceptions that are not expressly made a part of the Contract). The references to the parties' obligations that are set forth in the 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 the Contract shall not be construed as creating a conflict and shall not relieve the Contractor of any duties or obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered or stated in the Bid Proposal that 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 IJB are expressly stated in the Contract. The Bid Proposal does not create any express or implied obligations of the IJB.

2.12.3 Notification of Events. Contractor will notify the IJB in writing if any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:

2.12.3.1 Contractor files or permits the filing against it 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;

2.12.3.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

2.12.3.3 Making an assignment for the benefit of creditors;

2.12.3.4 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 Contractor's performance of its obligations under the Contract;

2.12.3.5 An order is entered approving an involuntary petition to reorganize the business of Contractor for all or part of its property;

2.12.3.6 A writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Contractor is issued by any court or administrative agency against all or any material portion of Contractor's property;

2.12.3.7 Taking any action to authorize any of the foregoing;

2.12.3.8 Contractor or Contractor Personnel have experienced a Security Breach or any breach in security, unauthorized access to any data or to any Systems operated by or on behalf of Contractor or Contractor Personnel, or any other event or incident occurs that affects Personal Data; or

2.12.3.9 Contractor or Contractor Personnel have become the subject of or are otherwise involved in a criminal, regulatory, or administrative investigation or proceeding.

2.12.4 Compliance with the Law; Nondiscrimination in Employment. The Contractor and Contractor Personnel will comply at all times with Applicable Law. Upon the IJB's or DAS' written request, Contractor will submit to a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. Contractor and Contractor Personnel will also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under the Contract. If the Contractor contracts with Third Parties for the performance of any of the Contractor's obligations under the Contract in accordance with Section 2.12.9, the Contractor will ensure such Third Parties are bound by the terms and conditions contained in this Section 2.12.4 and will make the provisions of this section a part of its contracts with any Third Parties providing services or other Deliverables related to Contractor's performance of the Contract. Notwithstanding anything in the Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.12.4 shall be regarded as a material breach of the Contract, and the IJB may cancel, terminate, or suspend, in whole or in part, the Contract. The IJB or the State may further declare the Contractor ineligible for future state contracts, or the Contractor may be subject to other sanctions as provided by law or rule.

2.12.5 Procurement. The Contractor will use procurement procedures that comply with Applicable Law.

2.12.6 Non-Exclusive Rights. The Contract is not exclusive. The IJB reserves the right to hire other contractors to perform or provide Deliverables similar or identical to those described in the Special Terms during the term of the Contract, including any extensions or renewals thereof.

2.12.7 Amendments. Except as provided herein or in the Special Terms, the Contract may only be amended by mutual written consent of the parties. Amendments will be executed on a form approved by the IJB. Without limiting the foregoing, an amendment shall be required whenever there is a change in the amount of contracted dollars, contract duration, program description, or any other terms of the Contract. Notwithstanding anything to the contrary in the Contract, the IJB has the right to unilaterally amend the Contract to: (1) renew or extend the term of the Contract in accordance with Section 2.2; and (2) to make any changes the IJB determines, in its sole discretion, are necessary to comply with Applicable Law or to correct any errors or inconsistent/conflicting terms in the Contract. The Contractor agrees to execute and comply with the terms of any amendment made by the IJB in accordance with the preceding sentence. Any attempt by Contractor to amend the Contract by use of terms and conditions in an Invoice or other ancillary transactional documents shall be void and not binding on the IJB. To the extent that language in an ancillary transactional document conflicts with the terms of the Contract, the terms of the Contract shall control.

2.12.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the IJB, the State and the Contractor.

2.12.9 Use of Third Parties. None of the services to be provided by Contractor pursuant to the Contract will be subcontracted or delegated to or provided by any contractor, subcontractor or other Third Party (the foregoing Persons and Third Parties shall be referred to in this Section 2.12.9 as either a "Subcontractor" or "Subcontractors") without the prior written consent of the IJB, which consent the IJB may withhold in its sole discretion. If the IJB provides such consent, the Contractor will select and utilize only those Subcontractors that are capable of meeting or exceeding all of the requirements set forth in the Contract. Contractor will oversee each such approved Subcontractor's compliance with such requirements and will be fully and financially responsible to the IJB for any failure of a Subcontractor to meet such requirements. The IJB's consent shall not be deemed in any way to create or establish any additional obligation of the IJB, whether financial or otherwise. Any subcontract to which the IJB has consented shall be in writing and shall in no way alter the terms and conditions of the Contract. All subcontracts and Subcontractors shall be subject to the terms and conditions of the Contract and to any conditions of approval that the IJB may deem necessary. Contractor is solely liable for any and all payments that may be due to a Subcontractor. Contractor will indemnify and hold harmless the IJB and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's or a Subcontractor's breach of any subcontract into which Contractor enters, including Contractor's failure to pay any amounts due to any Subcontractor. All duties, obligations, and responsibilities of the Contractor under the Contract will also apply to such Subcontractors, and Contractor will include in all of its subcontracts a clause that so states. Contractor will ensure that all subcontracts contain provisions equivalent to those in the Contract which allow the IJB to access and receive copies of the Subcontractor's books, documents, and records and to conduct Contract Compliance Reviews, On-site Reviews, inspections, and audits as required of Contractor under the Contract. No subcontract or delegation of work shall relieve or discharge Contractor from any obligation, provision, or liability under the Contract. Contractor will remain responsible for such performance and will be fully responsible and liable for all acts or omissions of any Subcontractor. Any action of a Subcontractor, which, if done by Contractor, would constitute a breach of the Contract, shall be deemed a breach by Contractor and have the same legal effect. Section 2.12.9 and Contractor's duties, obligations and liability under this Section 2.12.9 shall survive termination or expiration of the Contract.

2.12.10 Choice of Law and Forum. The Contract shall be governed in all respects by and construed in accordance with the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with Contract, including after expiration or termination of the Contract, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Contractor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of the Contract shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IJB or the State, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. Section 2.12.10 and Contractor's duties, obligations and liability under Section 2.12.10 shall survive termination or expiration of the Contract.

2.12.11 Assignment and Delegation. The Contractor may not assign, transfer or convey, in whole or in part, the Contract or any interest therein without the prior written consent of the IJB. For purposes of construing this clause, a transfer of a controlling interest in Contractor, a merger, sale or consolidation of Contractor, or a sale of substantially all of Contractor's assets shall be considered an assignment. Contractor agrees that it will provide the IJB with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Contractor and of any proposed merger, sale or consolidation of Contractor. The Contractor may not delegate any of its obligations or duties under the Contract without the prior written consent of the IJB. Contractor agrees that it will not use this Contract, or any portion thereof, for collateral or to otherwise secure any financial obligation of Contractor or any affiliate thereof without the prior written consent of the IJB. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any compensation, reimbursements or other amounts that the IJB may pay to the Contractor under the Contract. The IJB may assign, transfer, or convey the Contract, in whole or in part, to any Governmental Entity that succeeds the IJB's duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the IJB to which the Contract or the Deliverables relate.

2.12.12 Integration. The Contract represents the entire agreement between the parties concerning the subject matter hereof, and neither party is relying on any representation that may have been made which is not included in or otherwise a part of the Contract. Notwithstanding anything in the Contract to the contrary, no shrink-wrap, click-wrap, click-through, click-accept, browse-wrap, sneak-wrap, online terms or website terms ("Additional Terms") provided with or related to any Deliverables,

products, software or services hereunder or contained in any hypertext or other link contained in the Contract, any Invoice, or other document, shall be binding on the IJB, even if IJB's use of such Deliverables, products, software or services requires an affirmative "acceptance" of those Additional Terms or any linked terms before access is permitted. All such Additional Terms shall be of no force and effect and shall be deemed rejected by IJB in their entirety. Contractor acknowledges that it has thoroughly read the Contract and all related attachments, schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein, to accept same freely and without coercion of any kind, and to proposed modifications. Accordingly, neither party to the Contract shall be considered the drafter of the 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. The parties agree that if an attachment, addendum, rider, schedule, appendix or exhibit is attached to the Contract or any section or part thereof by the IJB, and referred to herein, then the same shall be deemed incorporated herein by reference.

2.12.13 Headings, Captions, and Terms The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of the Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in the Contract refer to the Contract as a whole and not to any particular provision of the Contract.

2.12.14 Further Assurances and Corrective Instruments. Upon IJB's request, Contractor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

2.12.15 Not a Joint Venture. Nothing in the 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 the Contract. IJB has no obligation to pay or share in the payment of any losses or damages incurred or sustained by the Contractor.

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 Contractor's obligations under the Contract, for any default or breach of this Contract by or on behalf of Contractor, and for any fiscal or financial liabilities of Contractor. Section 2.12.16 and Contractor's duties, obligations and liability under Section 2.12.16 shall survive termination or expiration of the Contract.

2.12.17 Supersedes Former Contracts or Agreements. The Contract supersedes all prior contracts or agreements between the IJB (or any predecessor of the IJB) and the Contractor for the Deliverables to be performed, provided and delivered in connection with the Contract.

2.12.18 Waiver. All waivers hereunder must be made in writing by a duly authorized representative of the Party against whom the waiver is to operate, and the failure by a party at any time to require the other party's performance of any obligation under the Contract shall not affect the right subsequently to require performance of that obligation. Any waiver, in whole or in part, of any provision of this Contract shall not be considered to be a waiver of any other provision. Any 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 permitted or required under the Contract shall be in writing and may be hand-delivered, emailed, sent by registered or certified mail (return receipt requested), or sent by a nationally recognized overnight courier, and shall be addressed to each party's respective representative(s) identified in the CD&E as the person(s) designated to receive notice. 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: (1) At the time it is actually received in the case of hand delivery or email; (2) within one day in the case of overnight delivery by a nationally recognized courier with guaranteed next-day delivery; or (3) on the date shown on the return or read receipt.

2.12.20 Cumulative Rights. The various rights, powers, options, elections and remedies of the State provided in the Contract shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law and shall in no way affect or impair the right of the State to pursue any other available contractual,

equitable or legal remedy. The election by the IJB or the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. Section 2.12.20 shall survive the termination or expiration of the Contract.

2.12.21 Severability. If any provision of the 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 the Contract.

2.12.22 Time is of the Essence. Time is of the essence with respect to the Contractor's performance of its obligations under the Contract and the Contractor's performance and provision of services and other Deliverables. The Contractor will ensure that all personnel providing Deliverables to the IJB are responsive to the IJB'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 the Contract.

2.12.23.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of the Contract and the 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. Section 2.12.24 shall survive termination or expiration of the Contract.

2.12.25 Records Retention and Access

2.12.25.1 Financial and Service Records. The Contractor will maintain accurate, current, and complete financial, service and other records which sufficiently and properly document, substantiate and calculate all fees, charges, reimbursements, and other amounts invoiced, claimed or submitted by the Contractor during the entire term of the Contract (including any extensions or renewals thereof). Contractor will maintain such records for a period of at least seven (7) years following the later of: (1) date Contractor has fully performed and provided all Deliverables or has otherwise completed and satisfied its duties and obligations under the Contract; (2) the date the Contract expires or terminates; or (3) the completion of any required audit. 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. Contractor will maintain all financial, services and other records necessary to document the performance and provision of all services and Deliverables under the Contract and will maintain a Case File that documents the provision of Deliverables to and for each Recipient to whom Contractor provides Deliverables or for whom a claim for payment or compensation is made. Contractor will comply with all requirements regarding record keeping set forth in Rule 70.207 of Chapter 70. Upon the request of the IJB, Juvenile Court Services, the Iowa Department of Inspections and Appeals, the Auditor of State ("State Auditor"), or their designee (each a "State Auditing Authority"), the Contractor will permit the requesting State Auditing Authority (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, review, audit, excerpt and transcribe all records (including all records specifically described in this Section 2.12.25.1), books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices, payments, services and Deliverables provided by Contractor, Recipients to or for whom services or Deliverables were provided, or any other documentation or materials pertaining to the Contract, wherever such records may be located. At the request of a State Auditing Entity, the Contractor will deliver and provide, at no charge, complete copies of such books, documents and records to the IJB or its designee in such formats and within such time period as may be specified by the IJB in its request. IJB may agree that the foregoing shall be satisfied by providing virtual and secure access to all such books, documents and records in a manner acceptable to the IJB. The Contractor will not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination or the delivery of such books, documents and records. The Contractor will require its Contractor Personnel to agree to the same provisions of this section. When state or federal law or the terms of the Contract require compliance with Iowa Code Chapter 34A, 2 CFR Part 200 or any other provisions relating to the proper use of government funds and audit requirements for federal funds, the Contractor will comply with all such provisions and requirements and will further comply with the following additional records retention and access requirements:

2.12.25.1.1 Records of financial activity will include records that adequately identify the source and application of funds. When the terms of the 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 will 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, will 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 Contractor submits to the IJB.

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

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

2.12.25.3 Section 2.12.25 and Contractor's duties, obligations and liability under Section 2.12.25 shall survive termination or expiration of the Contract.

2.12.26 Audits.

2.12.26.1 The IJB may require, at any time and at its sole discretion, that recipients of State or federal funds have an audit performed by an independent auditor satisfactory to the IJB. The Contractor will submit one (1) copy of the audit report to the IJB within thirty (30) days of its issuance, unless a specific exemption is granted in writing by the IJB. The Contractor will submit with the audit report a copy of the separate letter to management setting forth any material findings and addressing any deficiencies in internal controls, if provided by the auditor. The Contractor will comply with other prescribed compliance and review procedures requested by the IJB.

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

2.12.26.3 Reimbursement of Audit Costs. If the State Auditor notifies the IJB of an issue or finding involving the Contractor's noncompliance with Applicable Law or Contract provisions governing the funds paid or distributed under the Contract, the Contractor will bear the cost of the State Auditor's review or audit and any subsequent assistance provided by the State Auditor to determine compliance. The Contractor will reimburse the IJB for any costs the IJB pays to the State Auditor for any review or audit conducted by the State Auditor.

2.12.26.4 Section 2.12.26 and Contractor's duties, obligations and liability under Section 2.12.26 shall survive termination or expiration of the Contract.

2.12.27 Contract Compliance and On-Site Reviews. Contractor agrees that upon the IJB's request, the IJB (or its designee) may conduct Contract Compliance Reviews and On-Site Reviews (individually, a "Review" and collectively, "Reviews") at any time during the term of the Contract and after termination or expiration of the Contract. The objectives of such reviews include the following: (1) to examine and verify contractual, service and financial records, referral documentation, and Case Files (including documentation of all direct contact with Recipients); and (2) to assess and evaluate the Contractor's compliance with the terms of the Contract, Applicable Law (including Chapter 70 and State and federal laws regarding IJB Confidential Information and Personal Data), and any other requirements, policies and procedures applicable to the Contract and Contractor's compliance with the foregoing. Contractor will permit the IJB to conduct On-Site reviews during business hours at the Contractor's location(s) where Recipients are served or receive services or other Deliverables. The Contractor will permit the IJB to conduct Contract Compliance Reviews virtually, and the Contractor shall ensure that all Contractor and Recipient records will be available to be securely reviewed by the IJB. IJB will provide Contractor with at least ten (10) Business Days' notice in advance of a Review. Contractor agrees it shall be subject to and fully cooperate with the IJB or its designee during all Reviews and will comply with the IJB's reasonable requests and any requirements set forth in Chapter 70 regarding Reviews. Contractor will promptly correct any deficiencies identified during a Review and will promptly implement

any recommendations and corrective plans requested by the IJB or its designee. Contractor will not impose any charges or fees in connection with any Review. Section 2.12.27 and Contractor's duties, obligations and liability under Section 2.12.27 shall survive termination or expiration of the Contract.

2.12.28 Staff Qualifications and Background Investigation. The Contractor will be responsible for assuring that all Contractor Personnel and any other Persons acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under Applicable Law. The Contractor will provide standards for service providers who are not otherwise licensed, certified, or accredited under Applicable Law. The IJB reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor and Contractor Personnel. These background investigations may include the following: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks for Contractor Personnel who will have any direct contact with Recipients or who provide services to or for Recipients. By entering into the Contract, the Contractor explicitly authorizes the IJB to conduct background investigations. The Contractor will fully cooperate with the IJB in obtaining authorization(s) on IJB forms and any required waivers or releases in a timely manner. Based on the results of these background investigations, the IJB may determine, in its sole discretion, to either not enter into a Contract, not extend a Contract, or to terminate the Contract in accordance with the Contract's termination provisions, including Section 2.5.1.7 of the Contract.

2.12.29 Obligations Beyond Contract Term. All obligations of the IJB and the Contractor incurred or existing under the Contract as of the date of expiration or termination shall survive the expiration or termination of the Contract. Any of Contractor's obligations under the Contract that by their nature would continue beyond the termination or expiration of the Contract shall survive termination or expiration of the Contract. Section 2.12.29 shall survive termination or expiration of the Contract

2.12.30 Counterparts. The parties agree that the 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 Contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

2.12.31 Delays or Impossibility of Performance Based on a Force Majeure. Neither party will 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 the 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, earthquakes, and similar catastrophic events or causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the party seeking to be excused by a force majeure event. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor or any Contractor Personnel claims or court orders that restrict Contractor's ability to provide the Deliverables contemplated by the Contract; severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and coronavirus disease (COVID-19), variations or strains thereof, and any prior or subsequent developments related to SARS-CoV-2 or COVID-19 or variations or strains thereof, or any other virus or illness-causing agent; pandemics; epidemics; strikes; labor unrest; supply chain disruptions; Internet outages; viruses; malware, Trojan Horses; worms; cancelbots; denial of service attacks; hacking; intrusions; security breaches; or any other similar item, malicious code or action that might interfere with or adversely affect the Deliverables, any servers, computer hardware, devices or IT infrastructure, Systems, or data. If a delay results from a Contractor Personnel's or supplier's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contractor unless such Contractor Personnel or supplier is prevented from timely performance by a "force majeure" as defined in the Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor will 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 IJB. 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 will make every effort to minimize the time of nonperformance due to the unforeseen events. Dates by which the Contractor's performance obligations are scheduled to be met shall be extended only for a period of time equal to the time lost due to any delay caused by the force majeure event.

2.12.32 Iowa Code Chapter 8F. If the Contractor is or becomes subject to Iowa Code chapter 8F during the term of this Contract, which includes any extensions or renewals thereof, the Contractor will comply with Iowa Code chapter 8F and with all of the following:

2.12.32.1. The Contractor agrees that it will maintain and provide the information described in Iowa Code § 8F.3 to the IJB or the Legislative Services Agency upon request. The Contractor will not impose a charge for making information available for inspection or providing information to the IJB or the Legislative Services Agency.

2.12.32.2 Pursuant to Iowa Code § 8F.4, the Contractor will file an annual report with the IJB and the Legislative Services Agency within ten (10) months following the end of the Contractor's fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain all information required by Iowa Code § 8F.4.

12.12.32.3 Contractor will be required to submit such information as requested by the IJB or the Legislative Services Agency relating to the Contractor's expenditure of State and federal moneys.

2.12.32.4 The Contractor will comply with Iowa Code chapter 8F with respect to any subcontracts it enters into with Third Parties. Contractor will forward to the IJB all certifications and other compliance documentation it receives from the subcontractor.

Section 2.12.32 and Contractor's duties, obligations and liability under Section 2.12.32 shall survive termination or expiration of the Contract.

2.12.33 Publications. The Contractor will not publish or distribute any final or interim report, document, form, or other material developed as a result of the Contract without the express written consent of the IJB, which IJB may withhold in its sole discretion. IJB may condition its consent upon the right to review and comment upon any publication, impose confidentiality restrictions and limitations, and require that the publication include a statement or credit approved by the IJB, such as, by way of example and not of limitation, that the publication was created in connection with a contract with the IJB, and that it does not necessarily reflect the opinions, findings, or conclusions of the IJB.

2.12.34 Repayment Obligations.

2.12.34.1 If the IJB determines that it has paid or reimbursed Contractor any fees, charges or other amounts claimed, charged, invoiced or requested by Contractor: (1) for which inadequate documentation was provided by Contractor to substantiate the amounts paid or reimbursed by the IJB; or (2) for noncovered services or Deliverables, the Contractor will be liable for such amounts and will repay such amounts to the IJB. IJB will provide Contractor with a written notice that identifies the claims, the amount of each claim that was either for noncovered services/Deliverables or was inadequately documented or substantiated, and the repayment amount Contractor must pay to the IJB in accordance with this Section 2.12.34.1.

2.12.34.2 If a State or federal audit takes exception to any Deliverables provided or any expenditures made under the Contract for which State or federal reimbursement/funding has been paid, or if State and/or federal funds are deferred and/or disallowed as a result of any audits (or expended in violation of the laws, rules or regulations applicable to the expenditure of such funds), the Contractor will be liable to the IJB and the State (or any other applicable Governmental Entity, including the United States Department of Justice) for the full amount of any such reimbursement or any claim disallowed (or the amount of funds expended in violation of applicable laws, rules and regulations) and for all related penalties incurred. If the IJB or any federal agency concludes that Contractor has been paid for any cost that is unallowable, unallocable, or unreasonable under the Contract, Contractor will be liable to the IJB and the State for such cost. IJB will provide Contractor with a written notice that identifies the claims, the amounts of the claims that are not adequately documented or substantiated, or the unallowable, unallowable or unreasonable costs, and the repayment amount Contractor must pay to the IJB in accordance with this Section 2.12.34.2.

2.12.34.3 The Contractor will pay to the IJB all repayment amounts (or other amounts) for which the Contractor is liable under Sections 2.12.34.1 or 2.12.34.2 within thirty (30) days of receiving the IJB's written notice and demand for repayment. If Contractor fails to timely pay or refund any amounts due the IJB under this Section 2.12.34, the IJB may charge Contractor interest of one percent (1%) per month compounded on the outstanding balance each month after the date payment or refund is due, or the maximum amount allowed by law, whichever is greater. The IJB may, in its sole discretion, elect to apply any amounts due to the IJB under this Section 2.12.34 against any amounts payable by the IJB under the Contract. The requirements of this Section 2.12.34 shall apply to the Contractor, its affiliates and Contractor Personnel.

2.12.34.4 Section 2.12.34 and Contractor's duties, obligations and liability under Section 2.12.34 shall survive termination or expiration of the Contract.

2.12.35 Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, the IJB, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or Contractor Personnel's 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 Publicity and Use of Name or Intellectual Property. During the Term of the Contract and at all times after the termination or expiration of the Contract, Contractor will not make any media release or other public announcement relating to or referring to the Contract without the IJB's prior written consent. Contractor will acquire no right to use, and will not refer to or use, without the IJB's prior written consent, the terms or existence of the Contract or the names, trade names, trademarks, service marks, artwork, designs, copyrighted materials or other intellectual property of the IJB or the State or any Governmental Entity: (a) in any advertising, publicity, press release, personal list, presentation or promotion; (b) to express or to imply any endorsement of Contractor or Contractor's services by the State; or (c) in any manner other than expressly in accordance with the Contract. Section 2.12.37 and Contractor's duties, obligations and liability under Section 2.12.37 shall survive termination or expiration of the Contract

2.12.38 Taxes. Contractor will be responsible for paying any taxes incurred by or assessed against Contractor in connection with its performance of the Contract, and the IJB shall have no liability or responsibility of any kind for the payment of any taxes. The IJB and the State are exempt from Federal excise taxes, State and local sales, use and other taxes, and the State will not be responsible for paying any taxes, including taxes levied on the Contractor's employees' wages.

2.12.39 No Minimums Guaranteed. The Contract does not guarantee: (1) any level or amount of utilization; (2) any minimum level of purchases; or (3) any minimum amount of compensation.

2.12.40 Conflict of Interest. The Contractor represents, warrants, and covenants that during the term of the Contract, no relationship exists or shall exist between the Contractor and the IJB that is a conflict of interest. No employee, officer, or agent of the Contractor or any subcontractor will 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 the Contract. The Contractor will establish safeguards to prevent Contractor Personnel, 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. If the Contractor becomes aware of any circumstances that may create a conflict of interest, the Contractor will immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor will promptly notify the IJB of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Contractor will submit such notification to the IJB in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered. If the IJB determines that a conflict or appearance of a conflict exists, the IJB may take any action that the IJB 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;

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 IJB determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor will be liable for any costs incurred by the IJB as a result of the conflict of interest.

2.12.41 Certification Regarding Sales and Use Tax. By executing the Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue and 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 Iowa Code § 423.1(43). The Contractor also acknowledges that the IJB may declare the Contract void if the above certification is false.

2.12.42 Sovereign Immunity. The IJB and the State do not waive sovereign immunity by entering into the Contract and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations for any claim arising out of or related to the Contract.

2.12.43 Attorney's Fees and Expenses. If the IJB determines that Contractor has breached any of the terms or conditions of the Contract or has failed to satisfy or meet any of its obligations under the Contract, Contractor will, within thirty (30) days from the date Contractor receives IJB's written notice or demand, pay to the IJB all costs and expenses (including the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of the IJB) incurred by the IJB in enforcing the Contract or any of its rights and remedies with respect thereto. Section 2.12.43 and Contractor's duties, obligations and liability under Section 2.12.43 shall survive termination or expiration of the Contract.

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

2.12.45 Unenforceable Terms. Notwithstanding any terms or conditions set forth in the Contract, or in any amendment, attachment, schedule or exhibit thereto, or in any other document, agreement, or other terms or conditions related to the Contract, Contractor acknowledges and agrees that the IJB shall not at any time be bound by or subject to any terms, conditions or provisions of any kind: (1) that are contrary to, prohibited by, or not authorized by, any laws, rules or regulations applicable to the IJB; (2) that establish or impose any duties or obligations on IJB or any limitations or provisions that are contrary to, prohibited by, or not authorized by, any laws, rules or regulations applicable to IJB; (3) to which IJB does not have express statutory or other legal authority to agree; (4) that are unenforceable against IJB under State or federal law; or (5) that limit the ability of the IJB to recover damages or seek any contractual, legal, equitable or other available remedies from or against the Contractor. Section 2.12.45 shall survive termination or expiration of the Contract.

Second Amendment to the SOLO In-Home Day Treatment Services Contract

This Amendment to Contract Number CJJP-22-6-001 is effective as of July 1, 2023, between the Juvenile Court Services for the 6th Judicial District of Iowa (JCS) or (Agency), and Linn County (Contractor).

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Contract Duration. The Contract is hereby extended from July 1, 2023, through June 30, 2024.

Revision 2. Section 1.3.4.1 Pricing, Pricing. The maximum amount the Contractor will be compensated is hereby amended to \$742,307.00 for the entire term of the Contract.

Revision 3. Section 1.3.4.1, Payment Table. Contract payments are amended as follows:

<u>Payment Table</u>	
<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
07/01/21 – 06/30/22	\$165,637.00
07/01/22 - 06/30/23	\$204,102.00
07/01/23 - 06/30/24	\$222,568.00
07/01/24 - 06/30/25	\$50,000.00
07/01/25 - 06/30/26	\$50,000.00
07/01/26 - 06/30/27	\$50,000.00

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

Revision 4. Section 1.3.4.1 Pricing is hereby deleted in its entirety and replaced as follows:

1) For the Contract period of July 1, 2023 to June 30, 2024:

(i) \$1.21 per billable Solo services unit will be paid for the Johnson County program. \$1.37 per billable Solo services unit will be paid for the Benton, Iowa and Tama County program.

(ii) A billable unit is defined as one (1) minute of work.

(iii) Up to 15 hours of training shall be paid by JCS for the professional development of the Solo service providers. This rate will appear on the invoice as training and will be billed at the same rate as providing the Solo services.

2) The maximum JCS will pay Contractor is \$222,568.00 for the contract year. Contractor shall be paid from monthly invoices.

3) JCS will not pay Contractor for services in excess of these limits. JCS will establish maximum monthly and yearly payment limits for subsequent years of the contract by contract amendments.

4) This section does not guarantee Contractor a specific rate of utilization under the contract.

Revision 5. Federal Funds. The following federal funds information is provided

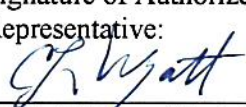
Contract Payments include Federal Funds? Yes	
The contractor for federal reporting purposes under this contract is a: Subrecipient	
UEI#: TQ9YTRHJ1JW1	
The Name of the Pass-Through Entity: Iowa Department of Human Rights	
CFDA #: 16.540	Federal Awarding Agency Name: Office of Juvenile Justice and Delinquency Prevention (OJJDP)
Grant Name: 06JD21-22F	
CFDA #: 16.540	Federal Awarding Agency Name: Office of Juvenile Justice and Delinquency Prevention (OJJDP)
Grant Name: 06JD22-23F	

Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Juvenile Court Services, 6th Judicial District of Iowa		Linn County	
Signature of Authorized Representative: 	Date: 5/18/23	Signature of Authorized Representative:	Date:
Printed Name: Christopher L. Wyatt, Chief Juvenile Court Officer		Printed Name: Louis Zumbach, Board of Supervisors Chair	

ELECTRONIC MONITORING AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2023 by and between Linn County Board of Supervisors and Sixth Judicial District Juvenile Court Services.

1. Parties

- a) The Linn County Board of Supervisors (Contractor) administrative office is located at 935 2nd Street S.W., Cedar Rapids, Iowa 52404
- b) Sixth Judicial District Juvenile Court Services (JCS) administrative office is located at 211 8th Avenue S.W., Cedar Rapids, Iowa 52404.

2. Purpose

JCS has retained the Contractor, specifically Linn County Juvenile Detention & Diversion Services, to provide electronic monitoring devices to youth under the supervision of Juvenile Court Services in Linn, Johnson, Iowa, Jones and Benton Counties.

3. Term

The term of this agreement is effective July 1, 2023 to June 30, 2024.

4. Terms and Conditions

- a) Contractor will provide electronic monitoring (EM) units at the rate of eight dollars and fifty cents (\$8.50) per day.
- b) This rate will cover the replacement cost of EM units required as result of loss or damages.
- c) It is understood by all parties that a child cannot be placed on an electronic monitoring device unless a Court order has been issued authorizing the use of electronic monitoring.

5. Monthly Billings

All billings to Sixth Judicial Juvenile Court Services will be initiated by Linn County Community Services Finance Division. On a monthly basis, a General Accounting Expenditure (GAX) form and supporting documentation will be submitted to the JCS Contract Administrator/Accountant who will verify the billing for accuracy and authorize payment for services rendered. The GAX and supporting documentation must comply with all applicable rules concerning payment of such claims. By submitting an invoice, Contractor represents to JCS that the monitor units being billed are in compliance with section 4 of this document. All payments will be sent directly to the LCCS Administrative Office (State assigned Vendor I/3 # 00003047303) at 1240 26th Avenue S.W., Cedar Rapids, Iowa 52404.

SIXTH JUDICIAL DISTRICT JUVENILE COURT SERVICES

By: 
Christopher Wyatt
Chief Juvenile Court Officer

5/18/23
Date

LINN COUNTY BOARD OF SUPERVISORS

By: _____
Louis Zumbach
Board of Supervisors Chair

Date

LINN COUNTY



PROCLAMATION

Recognizing the outstanding and life-saving career of Jim Wallace and his 27 years as a volunteer paramedic with the Lisbon-Mount Vernon Ambulance

Whereas, The Linn County Board of Supervisors wishes to recognize Jim Wallace for his 27 years of exemplary service to the Lisbon-Mount Vernon Ambulance Services as a volunteer paramedic. Volunteer paramedics, EMT's and first responders are oftentimes the lifeline for residents having a medical emergency in small rural communities within Linn County; and

Whereas, Volunteer first responders can be called out for an emergency during all hours of the day or night, requiring timely response often at the expense of spending time with family and they enter into unknown situations often times during the worst moments of a person's life. Jim is known for his calm and compassionate demeanor and has been a shining example of what it means to be a community volunteer for the next generation of first responders; and

Whereas, Jim has demonstrated outstanding leadership skills throughout his 27 years as a mentor, trainer, and educator and has held leadership positions with the Lisbon-Mount Vernon Ambulance Service, including the governing council for over 15 years and he continues to teach and instruct the next generation of EMT and Paramedic professionals and continually worked to ensure the vehicles and equipment were in top order to ensure the ambulance service and their crews could respond to any emergency at any time; and

Whereas, Jim was a friend and mentor to another Lisbon-Mount Vernon Ambulance volunteer named Dan Rogers who considered Jim one of the most thoughtful, compassionate, and caring individuals he had the privilege of knowing.

Now therefore, the Linn County Board of Supervisors, extends its deepest and sincere appreciation for Jim's dedication to service above self and for his 27 years of selfless devotion, sacrifice, and compassion towards his fellow citizens as a volunteer paramedic.

Linn County Board of Supervisors

Chairperson



LINN COUNTY



PROCLAMATION

Recognizing the outstanding and life-saving career of Terri Durgin and her 26 years as a volunteer paramedic with the Lisbon-Mount Vernon Ambulance

Whereas, The Linn County Board of Supervisors wishes to recognize Terri Durgin for her 26 years of volunteer service as a paramedic with the Lisbon-Mount Vernon Ambulance Service. Volunteer paramedics, EMT's, and first responders are oftentimes the lifeline for residents having a medical emergency in small rural communities within Linn County. Terri has training, devotion to service, commitment to responding to calls and being a pillar of the community defines her character and sets the standard for citizens striving to improve the community in which they live; and

Whereas, as a volunteer paramedic, Terri and her fellow volunteers often respond to emergency calls at all hours of the day or night, often responding to emergency calls at the expense of spending time with their families, walk into unknown situations and often are providing care and comfort during someone's darkest hour of need; and

Whereas, Terri and several other first responders travelled to Haiti to set up and establish a medical clinic to provide emergency and routine health care for Haitians impacted by the earthquake and devastation. These individuals often had to walk several days to reach the clinic to receive medical care; and

Whereas, Terri has demonstrated outstanding leadership skills throughout her 26 years as a mentor, trainer, and educator and has held leadership positions with the Lisbon-Mount Vernon Ambulance Service as Chief of the Service, serving on the governing council for 15 years and she continues to teach and instruct the next generation of EMT and Paramedic professionals. One of her mentees was a volunteer named Dan Rogers who considered Terri and others within the Lisbon-Mount Vernon Ambulance Service among the finest, smart, and compassionate people he had ever known.

Now therefore, the Linn County Board of Supervisors, extends its deepest and sincere appreciation for Terri's dedication to service above self and for her 26 years of selfless devotion, sacrifice, and compassion towards her fellow citizens as a volunteer paramedic.

Linn County Board of Supervisors

Chairperson





FINANCE PLAN SUMMARY

Linn County, Iowa
May 24, 2023



D|A DAVIDSON

FIXED INCOME CAPITAL MARKETS

Paul Donna, Managing Director
612-499-3066 | pdonna@dadco.com
3140 Harbor Lane | Suite 125 | Plymouth, MN 55447

Overview

- ✓ **Linn County desires funding for water and land conservation and park and outdoor recreation purposes pursuant to an election held on November 8, 2016. Projects funded from the 2023 bond proceeds include various water quality and land protection improvements, park improvements and trail projects.**
- ✓ **The County will issue tax-exempt bonds over a period of 20 years payable from a debt service tax levy.**
- ✓ **The bonds will be a general obligation of the County whereby the County pledges to levy ad valorem taxes against all taxable property in the County without limit as to rate or amount.**
- ✓ **Sealed bids on the bonds will be received on behalf of the County at 11:00 a.m. on June 13, 2023 at the offices of D.A. Davidson in Des Moines, Iowa. The Board of Supervisors shall meet at 11:00 a.m., on June 14, 2023.**
- ✓ **Closing on the bonds is expected to occur on July 6, 2023.**



SOURCES & USES OF FUNDS

Sources:

Bond Proceeds:	
Par Amount	9,490,000.00
Premium	901,526.45
	10,391,526.45

Uses:

Project Fund Deposits:	
Project Fund	10,232,500.00
Delivery Date Expenses:	
Cost of Issuance	78,990.00
Underwriter's Discount	75,920.00
	154,910.00
Other Uses of Funds:	
Additional Proceeds	4,116.45
	10,391,526.45

- ✓ A “premium” pricing structure is assumed and those dollars are used as a source of funds to reduce the borrowing amount.
- ✓ Costs of issuance are estimated and include all closing costs and third-party fees required for the transaction.
- ✓ Underwriters discount is the estimated compensation allowed per the bidding parameters and is based on current market information



ESTIMATED BOND PRICING

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Serial Bonds:								
	06/01/2027	365,000	5.000%	2.290%	110.115			
	06/01/2028	390,000	5.000%	2.300%	112.502			
	06/01/2029	410,000	5.000%	2.310%	114.814			
	06/01/2030	430,000	5.000%	2.320%	117.052			
	06/01/2031	450,000	5.000%	2.370%	118.898			
	06/01/2032	475,000	5.000%	2.400%	118.660	C	2.639%	06/01/2031 100.000
	06/01/2033	500,000	5.000%	2.450%	118.264	C	2.872%	06/01/2031 100.000
	06/01/2034	525,000	5.000%	2.540%	117.556	C	3.094%	06/01/2031 100.000
	06/01/2035	550,000	5.000%	2.690%	116.386	C	3.324%	06/01/2031 100.000
	06/01/2036	575,000	5.000%	2.890%	114.847	C	3.557%	06/01/2031 100.000
	06/01/2037	605,000	5.000%	3.050%	113.633	C	3.735%	06/01/2031 100.000
		5,275,000						
Term Bond Maturing 2039:								
	06/01/2038	635,000	4.000%	3.610%	102.664	C	3.776%	06/01/2031 100.000
	06/01/2039	660,000	4.000%	3.610%	102.664	C	3.776%	06/01/2031 100.000
		1,295,000						
Term Bond Maturing 2041:								
	06/01/2040	685,000	4.000%	3.780%	101.492	C	3.883%	06/01/2031 100.000
	06/01/2041	715,000	4.000%	3.780%	101.492	C	3.883%	06/01/2031 100.000
		1,400,000						
Term Bond Maturing 2043:								
	06/01/2042	745,000	4.000%	3.890%	100.741	C	3.946%	06/01/2031 100.000
	06/01/2043	775,000	4.000%	3.890%	100.741	C	3.946%	06/01/2031 100.000
		1,520,000						
		9,490,000						
Dated Date								
06/28/2023								
Delivery Date								
06/28/2023								
Last Maturity								
06/01/2043								
Arbitrage Yield								
3.308298%								
True Interest Cost (TIC)								
3.565210%								
Net Interest Cost (NIC)								
3.734010%								
All-In TIC								
3.644089%								
Average Coupon								
4.401877%								



ESTIMATED DEBT SERVICE

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2024			399,923.75	399,923.75
06/01/2025			432,350.00	432,350.00
06/01/2026			432,350.00	432,350.00
06/01/2027	365,000	5.000%	432,350.00	797,350.00
06/01/2028	390,000	5.000%	414,100.00	804,100.00
06/01/2029	410,000	5.000%	394,600.00	804,600.00
06/01/2030	430,000	5.000%	374,100.00	804,100.00
06/01/2031	450,000	5.000%	352,600.00	802,600.00
06/01/2032	475,000	5.000%	330,100.00	805,100.00
06/01/2033	500,000	5.000%	306,350.00	806,350.00
06/01/2034	525,000	5.000%	281,350.00	806,350.00
06/01/2035	550,000	5.000%	255,100.00	805,100.00
06/01/2036	575,000	5.000%	227,600.00	802,600.00
06/01/2037	605,000	5.000%	198,850.00	803,850.00
06/01/2038	635,000	4.000%	168,600.00	803,600.00
06/01/2039	660,000	4.000%	143,200.00	803,200.00
06/01/2040	685,000	4.000%	116,800.00	801,800.00
06/01/2041	715,000	4.000%	89,400.00	804,400.00
06/01/2042	745,000	4.000%	60,800.00	805,800.00
06/01/2043	775,000	4.000%	31,000.00	806,000.00
	9,490,000		5,441,523.75	14,931,523.75

- ✓ The 20-year repayment schedule was developed with the County's Finance Department to meet the County's overall debt management plan objectives and best match the useful life of the assets being financed. Interest only payments through 12/1/2026 allows the County to manage the total tax rate for debt service.

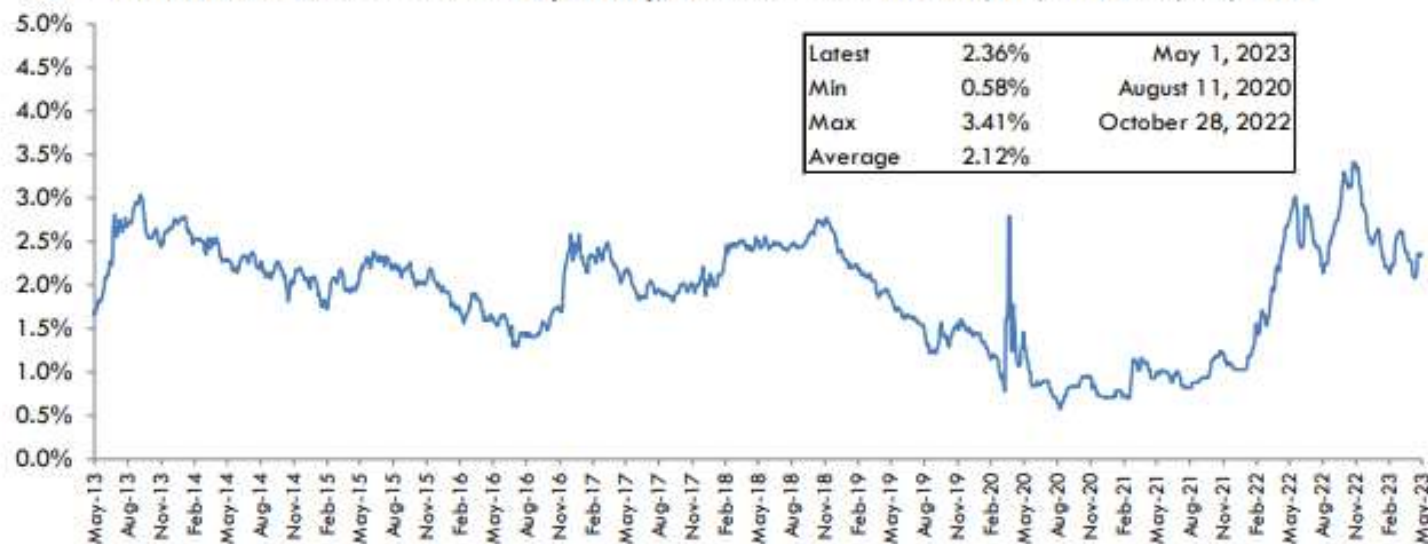


MUNICIPAL MARKET UPDATE

"AAA" MUNICIPAL MARKET DATA INDEX (MMD), 20-YEAR MATURITY: 05/01/2013-05/01/2023



"AAA" MUNICIPAL MARKET DATA INDEX (MMD), 10-YEAR MATURITY: 05/01/2013-05/01/2023



CURRENT MARKET OVERVIEW



The Municipal market took a rapid turn to higher rates last week as growing market concerns and anticipation regarding the debt ceiling and the Fed's next rate decision loom. Following the Fed's latest rate hike, the market has anticipated the Fed will hold rates at next month's FOMC meeting, however, last week the market saw growing speculation that the Fed could raise rates again. Another hawkish stance from the Fed sent Treasuries higher and Muni's fell in line, as AAA MMD benchmark yields rose by 16-36 basis points across the curve, with the larger increases on the very front end. Low supply, the main factor that has kept Muni's in check as of late, is slowly moving away from the market as new issuance is expected to accelerate over the next month with current 30-day visible supply numbers over \$11.3 billion. Growing outflows from Municipal Bond funds also played a role in the negative performance for Muni's last week, as the market saw its 14th consecutive week of outflows, totaling \$187 million, and nearly \$8.5 billion pulled from the market in that timeframe. As we move into the week ahead, Treasuries are weaker and Muni's are steady. High volatility is expected to remain throughout the Municipal market as we await a resolution to debt ceiling talks in Washington.

No matter your timing, the size of your project or the market environment, our full-service capabilities will deliver elevated results through specialized and innovative solutions. We are a group of trusted finance professionals with critical knowledge and expertise to help navigate all of your financing needs. Our impassioned team is committed to your project's success, positively impacting the communities we serve.

LINN COUNTY, IOWA

General Obligation Land and Water Legacy Bonds, Series 2023A

Proposed Timeline

Prepared: May 22, 2023

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Financing

Monday, May 15th (COMPLETED)

- Conference/Zoom Call with Moody's

Tuesday, May 16th (COMPLETED)

- Draft of Revised Appendix A of POS circulated for review
- Notice of Sale sent to County for publication

Thursday, May 18th (COMPLETED)

- Comments to POS provided to Dorsey and Davidson

**Wednesday, May 24th
Board Meeting:**

- Board approves POS/Finance Plan and Notice of sale

Week of May 29th

- Moody's credit rating received/POS posted

Tuesday, June 13th

- Pricing Proposals received on the Bonds

**Wednesday, June 14th
Board Meeting:**

- Consider bond purchase proposals and formal award of bonds

**Thursday, July 6th
(No meeting required)**

- Closing / delivery of funds to County





Provider Contract: Service and Rate Attachment – FY2024

Effective July 1, 2023 – June 30, 2024

Provider: Options of Linn County
1240 26th Avenue Court SW
Cedar Rapids, IA 52404

CSN#3317

Chart of Acct #	Procedure Code	Service	Approved FY2023 Rate	Unit of Service	Approved FY2024 Rate
50367	T2020 U1	Day hab, daily ECR (T2020 U1) ID	\$73.20	Daily	\$73.20
50367	T2020 U2	Day hab, daily ECR (T2020 U2) ID	\$76.81	Daily	\$76.81
50367	T2020 U3	Day hab, daily ECR (T2020 U3) ID	\$87.48	Daily	\$87.48
50367	T2020 U4	Day hab, daily ECR (T2020 U4) ID	\$88.72	Daily	\$88.72
50367	T2020 U5	Day hab, daily ECR (T2020 U5) ID	\$103.31	Daily	\$103.31
50367	T2020 U6	Day hab, daily ECR (T2020 U6) ID	\$126.33	Daily	\$126.33
50367	T2021	Day hab, Adult, 15 min	\$4.57	15 Min	\$4.57

Rates may be adjusted throughout the fiscal year to reflect Medicaid changes in rates and new services.

1. ECR is responsible for funding only those services and supports authorized in accordance with provisions described in the ECR Management Plan and identified in the Annual Service and Budget Plan of ECR Funded Services.
2. For ECR eligible services, all Medicaid/MCO floor rates will be honored unless a MH/DS of the East Central Region rate is established with a cost report.
3. Per the Iowa Health Link program transition, please indicate by a check mark which Managed Care Organization (MCO) you have contracted with for reimbursement through Iowa Medicaid fee-for-service: ☐ Amerigroup Iowa, Inc. ☐ Iowa Total Care
4. ECR's MH/DS fund will not be used to subsidize the cost of services provided to recipients of non-provider-enrolled and non-contracted MCO's.
5. Provider shall guard the security of all PHI, including ePHI by using recognized methods of encryption in transmitting ePHI and other confidential information to MH/DS of the East Central Region.
6. Provider must assist individuals to obtain and maintain Medicaid. If applicable, provider must assist individuals to obtain Medicaid for Employed People with disabilities within 3 months from the start of supported community living or peer services.
7. As an East Central Region provider, priority shall be given to ECR consumers over non-ECR residents when daily supported community living openings become available.

Signature

Date

Printed Name

Email	Phone Number
-------	--------------

Secondary Name (If applicable)	
--------------------------------	--

Secondary Email (If applicable)	Phone Number
---------------------------------	--------------

MHDS of the East Central Region Mae Hingtgen, CEO mhingtgen@ecriowa.us	Date
--	------

INSTRUCTIONS FOR POLICIES AND BILLING TO THE MHDS OF THE EAST CENTRAL REGION

Please ensure that all of the following are included on invoices sent to the Region.

- Name that matches the W-9 you submitted (if the name or address changes, please submit a new W-9)
- Mailing address
- Name and unique identifier of each individual served during the reporting period (if billed by person)
- CPT, COA code, and/or name of service(s) provided
- Number of units of service, unit rate (this should be the approved rate) and total cost of units provided to each individual
 - o If you would like a form with formulas to calculate totals, please e-mail claims@ecriowa.us and we will provide the form.
 - o If an individual has a co-pay, the total amount billed should be reduced, not the unit rate. It is very helpful if the invoice indicates the amount of co-pay.
- Total of the invoice-we match this total to the total in our system to ensure everything was entered correctly
- For RCFs, please send a copy of the CP calculator and a list of out of facility days for each individual.
- For utility bills, we must receive the bill (current or past) which shows the charge for the time for which the payment is requested. A past due bill is not enough since it doesn't show where the past due amount came from. Payment is based upon the dates of service, not the date of the bill.

Billing Timeline/Guidance

- Providers are expected to submit invoices within sixty (60) days of the service unless the provider is waiting for third party payment. No bill will be paid that is over one year old from the date of service rendered without specific approval from the CEO or unless there is a statutory obligation.
- Invoices can be submitted via e-mail or snail mail using the information below.

For further questions, please contact Claims:

- Claims@ecriowa.us
- MH/DS of the East Central Region
210 5th Ave NE
Independence, IA 50644
- 319-334-7450

Thank you for providing these important services to individuals in the East Central Region.



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☒ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Home Health Care Aide Team Lead

DEPARTMENT: Home Health 0124M

SHIFT/HOURS: M-F 8-4:30 (flexible based on client need)

NUMBER OF POSITIONS: 1

VACANCY DATE: Upon BOS approval

NEW POSITION FUNDING SOURCE(S):

Funding from vacant 1 FTE and .5 FTE Aide positions

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☒ OTHER: Adding Team Lead to assist with essential functions of the program including but not limited to compliance, customer service, training and team support

DURATION OF POSTING (must remain open a minimum of 10 days): 10 days

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☒ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: David Fisher
DEPARTMENT HEAD

5/16/23

DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa Powell
HUMAN RESOURCES DIRECTOR

5-16-23

DATE

APPROVED BY: Samuels
FINANCE/BUDGET DIRECTOR

5/16/23

DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE