

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, June 7, 2023

10 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Pledge of Allegiance****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Consent Agenda

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

Reports**Resolutions****Contract and Agreements**

Approve and sign a 28E Agreement with the City of Central City for a hot mix asphalt (HMA) maintenance project on shared portions of Central City Road.

Approve recommendations of the Linn County Opioid Settlement Committee and authorize Chair to sign individual contracts, and authorize the release of payment to the following organizations upon receipt of their respective contracts:

- Linn County Sheriff's Office – Portable respirators - \$27,060.00
- Cedar Rapids Community School District – Narcan Storage & Signage - \$3,469.76
- His Hands Free Clinic – Information & Medication Resources - \$3,500.00
- Linn County Public Health – Naloxone is Harm Reduction Program - \$150,000.00

Approve and authorize Chair to sign the following contracts effective July 1, 2023 through June 30, 2024:

- DCAT4-24-12 Management and Fiscal Services between the Department of Health and Human Services and the Linn County, for \$101,789.00
- DCAT4-24-15 Professional Development Trainings and Coordination Services between the Department of Health and Human Services and the Linn County, for \$10,000.00
- 3rd Amendment to ACFS 21-057 Iowa Child Abuse Prevention Program (ICAPP) Parent Development Services between the Department of Health and Human Services and the Linn County, for \$46,963.00
- 2nd Amendment to DCAT4-23-011 Wraparound and Non-Licensed Support Services between the Department of Health and Human Services and the Linn County, for \$8,500.00
- 4th Amendment to DCAT4-22-017 Linn County Community for Change Equity Team between the Department of Health and Human Services and the Linn County, for \$1000.00
- 3rd Amendment to DCAT4-22-016 Protective Program between the Department of Health and Human Services and the Linn County, for \$40,935.00
- 10th Amendment to DCAT4-19-066 Community Partnership for Protecting Children between the Department of Health and Human Services and the Linn County, for \$20,000.00

Approve and authorize Chair to sign an amendment to the Emergency Rental Assistance (ERA2) subaward agreement between Linn County and Willis Dady Emergency Shelter, Inc. for the Linn County Overflow Shelter – Homeless Housing Stability Services.

Authorize Chair to sign contract 5884HC08 between Iowa Department of Public Health and Linn County Community Services for HIV Client Services Program for the contract period April 1, 2023 through March 31, 2024, totaling \$948,527.

Approve a purchase order PO475 to Tesco Specialty Vehicles LLC for a Mobile Medical Unit for the Public Health Department in the amount of \$384,497.00

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Third and Final Consideration on an ordinance amending the Code of Ordinances (case PA23-0005), Linn County, Iowa, by amending provisions in Chapter 107, Unified Development Code, relating to:

- Simplifying requirements for minor site plans
- Allowing for a boundary adjustment between a non-buildable outlot and an adjacent parcel after a Land Preservation Parcel Split has been completed
- Clarifying setback requirements for detached accessory structures proposed to be located in front of a dwelling
- Changing the approval process for public campgrounds from a Conditional Use Permit to a Major Site Plan
- Updating the definition of a Two-Family Dwelling to help clarify how these units differ from Accessory Dwelling Units

Discuss and decide on resolution authorizing the transfer of \$10,000 from the Board of Supervisors appropriations to the Risk Management appropriations.

Discuss and decide on resolution authorizing the transfer of \$75,000 from the Board of Supervisors appropriations to the Medical Examiner appropriations.

Claims

Discuss and decide on claims.

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Correspondence

Appointments

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.

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

COUNTY AND CITY PROJECT AGREEMENT

This agreement entered into this _____ day of _____, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Central City, hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that the County plan, design, let for bidding, and inspect a contracted maintenance project to repair with hot mix asphalt (HMA) the existing pavement, shoulder, and apply pavement markings on a shared portion of Central City Road, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Central City and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway maintenance project and, said cooperative actions include the following:

- 1) SCOPE OF WORK - Design, let and construct improvements to Central City Road per plans and specifications produced by the Linn County Engineer. Work is to include asphalt pavement repair, granular shoulder, pavement marking, staking, and inspection.
- 2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.
- 3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.

- 4) ADMINISTRATION - The County shall be responsible for the administration of this project.
- 5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.
- 6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.
- 7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost of construction based on proposed plans and attached project estimate for the portion of the project within their corporate limits as they exist at the time the project is complete. Due to the simplicity and the small amount of work being completed, an administration fee will not be charged. Payment shall be made within 30 days of receipt of detailed invoice.
- 8) TERMINATION: -
- a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
 - b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed by Linn County on the _____ day of _____, _____, and by the City of Central City on the _____ day of _____, _____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF CENTRAL CITY

ATTEST:

ATTEST:

LINN COUNTY AUDITOR

CITY OF CENTRAL CITY - CITY CLERK

CONTRACT DECLARATIONS AND EXECUTION

Intergovernmental Contract: Non-State Agency

RFP or Informal Solicitation #	Contract #
N/A	DCAT4-24-012

Title of Contract
Decat Management and Fiscal Services

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

Agency of the State (hereafter “Agency”)	
Name/Principal Address of Agency: Iowa Department of Health and Human Services 1305 E. Walnut Des Moines, IA 50319-0114 Notice of Future Address Change: It is anticipated the main offices of the Department of Health and Human Services will be moving to the Lucas State Office Building at 321 E. 12 th Street, in Des Moines, Iowa, by the end of 2024. The Agency will share the date of this change of address with contractors at a later date.	Agency Billing Contact Name / Address: Cathy Ryan LCCS- Fiscal 1240 26th Ave Ct. SW Cedar Rapids, IA. 52404 Phone: (319) 892-5603
Agency Contract Manager (hereafter “Contract Manager”) /Address (“Notice Address”): Kristi Tisl 411 3rd Street SE, Suite 300 Cedar Rapids, IA 52401 Phone: 319-892-6701 E-Mail: ktisl@HHS.state.ia.us	Agency Contract Owner (hereafter “Contract Owner”) / Address: Matt Majeski 1240 26th Ave Ct. SW Cedar Rapids, IA. 52404 E-Mail: mmajesk@HHS.state.ia.us

Contractor: (hereafter “Contractor”)	
Legal Name: Linn County Board of Supervisors	Contractor’s Principal Address: LCCS - Fiscal 1240 26th Ave Ct. SW Cedar Rapids, IA. 52404
Tax ID #: 426004338	Organized under the laws of: Iowa

Contractor's Contract Manager Name/Address ("Notice Address"): Louis Zumbach 932 2nd St SW Cedar Rapids, IA. 52404 Phone: (319) 892-5714 E-Mail: louis.zumbach@linncountyiowa.gov	Contractor's Billing Contact Name/Address: Cathy Ryan LCCS- Fiscal 1240 26th Ave Ct. SW Cedar Rapids, IA. 52404 Phone: (319) 892-5603
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Contract Information	
Start Date: 07/01/23	End Date of Base Term of Contract: 06/30/26
Possible Extension(s): The Agency shall have the option to extend this Contract up to 2 additional 1-year extensions.	
Contract Contingent on Approval of Another Agency: No	ISPO Number: N/A DoIT Number: N/A
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	Contract Include Sharing SSA Data? No
Contractor a Business Associate? No	Contractor a Qualified Service Organization? No
Contractor subject to Iowa Code Chapter 8F? No	Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No
Contract Payments include Federal Funds? No	

Contract Execution

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

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

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

Board: The Decategorization Governance Board, IAC 153.12(3), is the group that enters into and implements a Decategorization Project agreement.

Coordinator: An individual who provides administrative support as determined by the Decategorization Governance Board, on behalf of the Contractor.

1.2 Contract Purpose.

Coordination services to assist the Linn County Decategorization Board in carrying out its roles and responsibilities in implementing Decategorization Projects including fiscal monitoring.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

through the Coordinator, shall satisfy the following requirements and deliverables to achieve the goals of the Board:

- a) Provide Linn County staff coverage sufficient to meet fiscal and contract monitoring duties.
- b) Coordinate and complete HHS/Decat contract procurement processes.
- c) Monitor and review Decat funded program performance.
- d) Coordinate and facilitate Decat Board meetings.
- e) Maintain master Decat files.
- f) Support relevant child welfare and/or juvenile delinquency prevention professional development trainings.
- g) Linn County Community Services fiscal staff will provide fiscal monitoring services, review GAX, invoice and documentation for accuracy, original signature and then process for payment.
- h) Complete the required contract training provided by HHS through the Bureau of Service Contract Support.
- i) Carry out procedure established in the Iowa code, chapters 21 and 22, pertaining to open meetings and maintain Board minutes and Board records, per code.
- j) Assist the Board with maintaining written rules of operation.
- k) Assist the Board with coordination of project planning, decategorization services decisions, and budget planning activities with the Service Area Manager and the Chief Juvenile Court Officer for the Decategorization Board.
- l) Assist the Board with completing the Decategorization Project Annual Services Plan that describes a comprehensive overview of Decategorization Projects during the state fiscal year.
- m) Assist the Board with completing the Annual Decategorization Project Progress report, which summarizes the Decategorization Projects' progress toward achieving the objectives of their plan during the previous state fiscal year.
- n) Assist the Board with the fiscal management of Decategorization Board funding pool allocations. This will include the tracking and monitoring of all funds received, funds expended, and funds transferred.
- o) Develop and implement community needs assessment activities as a means of gathering data to assist the Board in planning to achieve Board priorities.
- p) Actively participate in community planning activities with other planning groups.

1.3.2 Performance Measures.

- 1) Coordinate and facilitate at least 6 Decat Board meetings per fiscal year.
- 2) Schedule Decat funded program presentations with Board at least 4 times per state fiscal year.
- 3) Provide Decat funded program Progress Report Summaries for Board review at least 3 times per state fiscal year.

year.

4) Provide Decat funded program Expenditure Summary Reports for Board review at least 4 times per state fiscal year.

5) Submit required HHS Progress Report and Annual Plan by deadline 100% of the time.

6) Complete 100% of HHS required on site program reviews per state fiscal year.

1.3.3 Monitoring, Review, and Problem Reporting.

1.3.3.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

The Decat Board will assist the Contract Manager in monitoring the performance of the Contractor to ensure the Contractor is meeting the deliverables stated. Decat Staff will provide the following to the Decat Board, of which the local HHS Service Area Manager is a member:

- a) Summary of Budget Utilization, for Decat funded programs, at least 4 times per fiscal year.
- b) Progress report summary, from reports that are completed by Decat funded programs, which provides data on the scope of services and performance measures, will be provided to the Decat Board a minimum of three times per fiscal year.
- c) Arrange presentation, by Decat funded programs, to the Decat Board upon request of Board.
- d) Linn County Community Services staff, on behalf of Decat, will provide fiscal monitoring services on claims and then forward expeditiously for processing to the local HHS fiscal contact.

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

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

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

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

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

1.3.4 Contract Payment Clause.

1.3.4.1 Pricing. In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$305,367.00 during the entire term of this Contract, which includes any extensions or renewals thereof.

Payment will occur as follows:

Payment Table

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
07/01/23 - 06/30/24	\$101,789.00
07/01/24 - 06/30/25	\$101,789.00
07/01/25 - 06/30/26	\$101,789.00

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

1.3.4.2 Payment Methodology.

- a) Meet 4 or more performance measures = 100% of actual expenses.
- b) Meet 3 performance measures = 90% of actual expenses.
- c) Meet less than 3 performance measures = 50% of actual expenses.

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

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

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

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

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

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

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stopthiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

1.4 Insurance Coverage.

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

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$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

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Security Framework. The Contractor shall comply with either of the following:

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

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

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

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

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

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

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

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

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

1.6 Reserved. (Labor Standards Provisions.)

1.7 Reserved. (Additional Terms.)

SECTION 2. GENERAL TERMS FOR SERVICE CONTRACTS

2.1 Definitions. When appearing as capitalized terms in this Contract (including any attachments) the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“Applicable Law” means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

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

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

“Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

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

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Service Contracts, and the Contingent Terms for Service Contracts as these documents may be amended from time to time.

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” means all of the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Invoice” means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

“Solicitation” means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

“Special Contract Attachments” means any attachment to this Contract.

“Special Terms” means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts, the Contingent Terms for Service Contracts, and the Special Terms, the Special Terms shall prevail.

“Specifications” means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

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

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

2.4 Compensation.

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

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

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

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

2.5 Termination.

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

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

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

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

2.5.1.4 The Contractor terminates or suspends its business;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6 Indemnification.

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

2.6.1.1 Any breach of this Contract;

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

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

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

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

2.7 Insurance.

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

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

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

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

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

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

2.8 Ownership and Security of Agency Information.

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

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

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

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

2.8.5 Contractor Breach Notification Obligations. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach

of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

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

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

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

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

2.9 Intellectual Property.

2.9.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any

claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

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

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

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

2.10 Warranties.

2.10.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.

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

2.10.2 Contractor represents and warrants that:

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

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

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

2.10.3 The Contractor represents and warrants that:

2.10.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

2.10.3.2 The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

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

2.10.4 The Contractor represents and warrants that the Deliverables shall:

2.10.4.1 Be free from material Deficiencies; and

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

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

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

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

2.11 Acceptance of Deliverables.

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

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

2.12 Contract Administration.

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

2.12.2 Incorporation of Documents. To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the

conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

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

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

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

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

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

2.12.4.4 Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

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

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

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

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

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

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

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

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

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

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

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

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

2.12.16 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for

carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

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

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

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

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

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

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

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

2.12.23 Authorization. The Contractor represents and warrants that:

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

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

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

2.12.25 Records Retention and Access.

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

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

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

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

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

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

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

2.12.26 Audits.

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

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

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

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

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

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

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

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

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

2.12.32 Delays or Impossibility of Performance Based on a Force Majeure. Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a force majeure. The term "force majeure" as used in this Contract includes

an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: CONTINGENT TERMS FOR SERVICE CONTRACTS

3.1 Reserved. *(Federal Certifications and Terms)*

3.2 Reserved. *(Business Associate Agreement)*

3.3 Reserved. *(Qualified Service Organization)*

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

3.5 Reserved. *(Software Contracts)*

SPECIAL CONTRACT ATTACHMENTS

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

N/A

CONTRACT DECLARATIONS AND EXECUTION

Intergovernmental Contract: Non-State Agency

RFP or Informal Solicitation #	Contract #
N/A	DCAT4-24-015

Title of Contract
Professional Development Trainings and Coordination Services

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

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

Contractor: (hereafter “Contractor”)	
Legal Name: Linn County Board of Supervisors	Contractor’s Principal Address: LCCS - Fiscal 1240 26th Ave. Court SW Cedar Rapids, IA 52404-3402
Tax ID #: 426004338	Organized under the laws of: Iowa

Contractor's Contract Manager Name/Address ("Notice Address"): Louis Zumbach 935 2nd Street SW Cedar Rapids, IA 52404 Phone: (319) 892-5714 E-Mail: ben.rogers@linncountyiowa.gov	Contractor's Billing Contact Name/Address: Cathy Ryan 1240 26th Ave SW Cedar Rapids, IA 52404-3402 Phone: (319) 892-5603
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Contract Information	
Start Date: 07/01/23	End Date of Base Term of Contract: 06/30/24
Possible Extension(s): The Agency shall have the option to extend this Contract up to 1 additional 1-year extensions.	
Contract Contingent on Approval of Another Agency: No	ISPO Number: N/A
	DoIT Number: N/A
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	Contract Include Sharing SSA Data? No
Contractor a Business Associate? No	Contractor a Qualified Service Organization? No
Contractor subject to Iowa Code Chapter 8F? No	Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No
Contract Payments include Federal Funds? No	

Contract Execution

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

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

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

N/A.

1.2 Contract Purpose.

Professional development trainings and coordination services, conducted with providers and community partners of the Department of Health and Human Services, on issues related to child welfare.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

- a) Up to 1.0 FTE Staff to support professional development trainings and planning activities.
- b) Supports to include, but not limited to, contracting for qualified trainers or facilitators, interpreters, sign language services, venues, and materials.
- c) Relevant forms or reports that evaluate the impact of the event attended.
- d) Invoice and claims processing, and fiscal monitoring.
- e) Professional Development Scholarships for allocation of funds remaining after trainings for Department of Health and Human Services and Juvenile Justice System are provided.
- f) Claim process for reimbursement of Professional Development Scholarships. Scholarship participants are to be reimbursed at State approved rates.
- g) Progress Report on the form provided by Linn County Decat Board and by the deadline listed on the report.
- h) Submit an original signature on a HHS claim form (GAX) and documentation of expenses to Linn County Community Services fiscal staff. Linn County Community Services fiscal staff will submit 1 copy of the contract along with the first GAX.

1.3.2 Performance Measures.

- 1) At least one professional development training will be provided in Linn County, either virtually or in person.
- 2) At least 25 participants will attend each training provided.
- 3) 70% of training survey respondents will report an increase in skills, knowledge or awareness of the topic presented.
- 4) Report survey results, from each training provided, in the quarter the results are tabulated.
- 5) Provide summary report of planning activities supported each quarter.

1.3.3 Monitoring, Review, and Problem Reporting.

1.3.3.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

The Linn County Decat Board will assist the Contract Manager to monitor the performance of the Contractor. The local HHS Service Area Manager is a member of the Linn County Decat Board. Decat Board monitoring activities will include:

- a) Contractor Budget Utilization reviewed at least six (6) times during contract period.
- b) Contractor Progress Report reviewed at least three (3) times during contract period.
- c) Presentation to the Decat Board upon request of the Board.

d) Linn County Community Services fiscal staff will provide fiscal monitoring services on claims and documentation.

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

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

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

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

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

1.3.4 Contract Payment Clause.

1.3.4.1 Pricing. In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$20,000.00 during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

Payment Table

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
07/01/23 - 06/30/24	\$10,000.00
07/01/24 - 06/30/25	\$10,000.00

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

1.3.4.2 Payment Methodology.

Failure to meet the performance measures will result in a reduction of payment. Contractor will be reimbursed as follows:

- * Meet 3 or more performance measures = 100% of actual expenses.
- * Meet 2 performance measure = 90% of actual expenses.
- * Meet less than 2 performance measure = 50% of actual expenses.

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

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

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

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

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

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

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stopthiowa.org/certified-locations>, as required by Iowa Code §

80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

1.4 Insurance Coverage.

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

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$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

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Data and Security System Requirements.

1.5.2 Security Framework. The Contractor shall comply with either of the following:

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

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

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

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or

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

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

1.6 Reserved. (*Labor Standards Provisions.*)

1.7 Reserved. (*Additional Terms.*)

SECTION 2. GENERAL TERMS FOR SERVICE CONTRACTS

2.1 Definitions. When appearing as capitalized terms in this Contract (including any attachments) the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“Applicable Law” means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

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

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

“Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

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

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Service Contracts, and the Contingent Terms for Service Contracts as these documents may be amended from time to time.

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” means all of the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Invoice” means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

“Solicitation” means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

“Special Contract Attachments” means any attachment to this Contract.

“Special Terms” means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts, the Contingent Terms for Service Contracts, and the Special Terms, the Special Terms shall prevail.

“Specifications” means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

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

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

2.4 Compensation.

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

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

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

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

2.5 Termination.

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

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

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

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

2.5.1.4 The Contractor terminates or suspends its business;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6 Indemnification.

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

2.6.1.1 Any breach of this Contract;

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

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

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

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

2.7 Insurance.

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

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

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

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

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

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

2.8 Ownership and Security of Agency Information.

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

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

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

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

2.8.5 Contractor Breach Notification Obligations. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach

of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

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

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

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

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

2.9 Intellectual Property.

2.9.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any

claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

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

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

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

2.10 Warranties.

2.10.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.

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

2.10.2 Contractor represents and warrants that:

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

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

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

2.10.3 The Contractor represents and warrants that:

2.10.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

2.10.3.2 The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

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

2.10.4 The Contractor represents and warrants that the Deliverables shall:

2.10.4.1 Be free from material Deficiencies; and

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

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

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

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

2.11 Acceptance of Deliverables.

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

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

2.12 Contract Administration.

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

2.12.2 Incorporation of Documents. To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the

conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

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

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

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

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

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

2.12.4.4 Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

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

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

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

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

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

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

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

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

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

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

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

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

2.12.16 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for

carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

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

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

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

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

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

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

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

2.12.23 Authorization. The Contractor represents and warrants that:

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

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

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

2.12.25 Records Retention and Access.

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

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

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

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

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

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

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

2.12.26 Audits.

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

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

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

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

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

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

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

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

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

2.12.32 Delays or Impossibility of Performance Based on a Force Majeure. Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a force majeure. The term "force majeure" as used in this Contract includes

an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: CONTINGENT TERMS FOR SERVICE CONTRACTS

3.1 Reserved. *(Federal Certifications and Terms)*

3.2 Reserved. *(Business Associate Agreement)*

3.3 Reserved. *(Qualified Service Organization)*

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

3.5 Reserved. *(Software Contracts)*

SPECIAL CONTRACT ATTACHMENTS

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

N/A

Third Amendment to the Iowa Child Abuse Prevention Program (ICAPP)- Parent Development Services contract

This Amendment to Contract Number ACFS 21-057 is effective as of July 1, 2023, between the Iowa Department of Health and Human Services (Agency) and Linn County Board of Supervisors (Contractor).

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Contract Declarations and Execution Section, is amended via substitution to update the Agency and/or Contractor billing address and contact information as follows:

Agency of the State (hereafter “Agency”)	
Name/Principal Address of Agency: Iowa Department of Health and Human Services 1305 E. Walnut Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: Prevent Child Abuse Iowa 501 SW 7 th Ave, Suite G1 Des Moines, IA 50309 Phone: (515) 244-2200
Agency Contract Manager (hereafter “Contract Manager”) /Address (“Notice Address”): Shelley Horak Hoover State Office Bldg., 5th Floor NE 1305 E Walnut Street Des Moines, IA 50319-0114 E-Mail: shorak@dhs.state.ia.us	Agency Contract Owner (hereafter “Contract Owner”) / Address: Janee Harvey Hoover State Office Bldg., 5th Floor NE 1305 E Walnut Street Des Moines, IA 50319-0114 E-Mail: jharvey1@dhs.state.ia.us
Phone: 515-537-4581	
Notice of Future Address Change: It is anticipated the main offices of the Department of Health and Human Services will be moving to the Lucas State Office Building at 321 E. 12 th Street, in Des Moines, Iowa, by the end of 2024. The Agency will share the date of this change of address with contractors at a later date.	
Contractor: (hereafter “Contractor”)	
Legal Name: Linn County Board of Supervisors	Contractor’s Principal Address: 1240 26th Ave Ct. SW Cedar Rapids, IA 52404
Tax ID #: 42-6004338	Organized under the laws of: State of Iowa
Contractor’s Contract Manager Name/Address (“Notice Address”): Jeanette Shoop 1240 26th Ave Ct. SW Cedar Rapids, IA 52404 Phone: 319-892-5714 E-Mail: jeanette.shoop@linncountyiowa.gov	Contractor’s Billing Contact Name/Address: Cathy Ryan 1240 26th Ave Ct. SW Cedar Rapids, IA 52404 Phone: 319-892-5600 E-Mail: cathy.ryan@linncountyiowa.gov

Revision 2. Scope of Work Section 1.3.1.3 is amended to reflect changes to FSSD reporting requirements. Actual changes are denoted by a strikethrough for deleted language and red text for new language.

1.3.1.3 Parent Development Service Reporting

A. Deliverables

- a. Contractor shall collect and report data for all Participants.
 - i. Quarterly service reports are due by the 15th of the month, or the next Business Day, following the reporting period to the ICAPP Administrator, via the FSSD and/or as instructed by the ICAPP Administrator.
 - A. For Projects using the FSSD to report service data, Contractors shall submit additional reporting elements to the ICAPP Administrator, including but not limited to:
 - a. Summary of service data not collected via the FSSD;
 - b. Financial data on all other sources of funding;
 - c. Summary of meetings and activities conducted by the Council or Coalition;
 - d. A qualitative Project narrative; and
 - e. Summary of Contractor's Fidelity to the model identified in their Proposal.
 - B. Annually, the service report requires a summary of Participant satisfaction data.
 - ii. Projects providing home visits shall utilize the Home Visiting Review Form on the FSSD to document individual visits.
 - iii. Projects shall complete an Environment Record for each staff member by funding stream and program.

B. Performance Measures

- a. 100% of required service reports shall be submitted to the ICAPP Administrator as required for payment.
- b. 100% of those reports shall be submitted by the deadlines set in the Contract with the Agency:
 - i. Service reports are due by the 15th of the month, or the next Business Day, following the reporting period.
 - ii. Service reports shall be submitted by the Contractor regardless of whether or not services are provided in the quarter.
 - iii. Home Visiting Review Forms shall be submitted within 48 hours following the completion of the visit. Home Visiting Review Forms shall be submitted according to guidance provided in the FSSD Data Dictionary found at: <https://daiseyiowa.daiseysolutions.org/articles/iowa-data-dictionary/>.
 - iv. Environment Records shall be completed initially by July 30, 2023. Updates to Environment Records shall be completed within 10 calendar days following changes to program funding and/or staffing.

C. Monitoring Activities, to be conducted by ICAPP Administrator and/or Agency, for this measure may include, but are not limited to the following:

- a. Program Administrator collection of Contractor's quarterly reports (date-stamped when received);
- b. Verification and submission (by Program Administrator) of Contractor's approvable claims for payment to the Agency;
- c. Compilation of Program-wide data in quarterly Program reports (as prepared by Program Administrator); and
- d. Random monitoring site visits conducted by Program Administrator and/or Agency staff.

Revision 3. Scope of Work Section 1.3.1.4 is amended to reflect changes in the required evaluation tool for group-based and short-term home visitation projects. Actual changes are denoted with a strikethrough for deleted language and red text for new language.

1.3.1.4 Parent Development Project Evaluation

A. Deliverables

- a. Contractor shall collect and report enrollment data (i.e., demographics) for new Participants.
- b. Contractor shall collect and enter enrollment/baseline and follow-up evaluation data.
 - i. The **Retrospective** Protective Factor Survey (PFS-**2 Retro**) shall be utilized for families participating in short-term services or group-based services.
 - ii. The Life Skills Progression (LSP) tool shall be utilized for families participating in in-home (not short-term) services.
 - iii. Contractors serving families in a combination of the above methods (ie-both in-home and group-based) shall utilize the tool identified for the primary method of service delivery for the Program.
- c. Contractors shall adhere to requirements in the Iowa FSSD Data Dictionary for LSP (ECI funded program requirements) and PFS-**2 Retro** (ECI and DHS funded group-based parent education and short-term home visitation programs) located at: <https://daiseyiowa.daiseysolutions.org/articles/iowa-data-dictionary/>

B. Performance Measures

- a. Contractor shall collect and report enrollment data (i.e., demographics) for 100% of new Participants.
- b. Contractor shall collect and enter enrollment and follow-up surveys or assessment data in accordance with the appropriate tool as identified in Section 1.3.1.3(A)(b) at the following measures:
 - i. Contractor shall collect and enter enrollment ~~surveys/assessments (PFS or LSP)~~ on a minimum of 90% of new Participants.
 - ii. Contractor shall collect and enter follow-up ~~surveys/assessments (PFS or LSP)~~ on a minimum of 70% of Participants upon planned discharge, or annually for Participants engaged in programming on an ongoing basis.
 - iii. **Contractor shall collect and enter PFS-2 Retro surveys at planned discharge and at least annually for participants receiving ongoing for all group-based and short-term home visitation services.**
- c. Evaluation data collection and reporting will occur through the FSSD. If discharge surveys are not completed, there must be a corresponding discharge reason indicating the discharge was not planned. Data shall be entered through the FSSD by the 15th of the month following the quarter in which the data was collected.
- d. Contractor shall collect and submit to the ICAPP Administrator the results of Participant satisfaction surveys for a minimum of 50% of families upon planned

discharge from the Program, at the end of short-term services, or at least annually for those receiving long term or ongoing services.

- i. This will not be done via the FSSD. Contractor shall use a tool (either pen/paper or online), as provided by the Program Administrator.
- ii. A summary of Participant satisfaction surveys shall be submitted to the Program Administrator with the fourth quarter report.
- a. Compliance with Participant demographic data, Protective Factor Survey (PFS-2 Retro) data and Life Skills Progression data shall be calculated in proportion to amount of funding received from ICAPP for Projects using the DAISEY system that have blended funding.

C. Monitoring Activities, to be conducted by ICAPP Administrator and/or Agency, for this measure may include, but are not limited to the following:

- a. Program Administrator will compare YTD totals of data collected via the FSSD and quarterly service with the number of evaluations submitted.
- b. This measure will be reviewed quarterly for progress, but specific benchmarks are set for the end of each SFY, as well as the midpoint of each subsequent SFY to be used by the Agency in Contract renewal decision.

Revision 4. 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 Health and Human Services	
CFDA #: 93.556 Grant Name: Promoting Safe and Stable Families	Federal Awarding Agency Name: Department of Health and Human Services/Administration for Children and Families
CFDA #: 93.558 Grant Name: Temporary Assistance for Needy Families	Federal Awarding Agency Name: Department of Health and Human Services/Administration for Children and Families
CFDA #: 93.669 Grant Name: Child Abuse Prevention and Treatment Act	Federal Awarding Agency Name: Department of Health and Human Services/Administration for Children and Families

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.

Contractor, Linn County Board of Supervisors		Agency, Iowa Department of Health and Human Services	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name:		Printed Name: Janee Harvey	
Title:		Title: Division Director	

Council, Linn County CPPC	
Signature of Authorized Representative:	Date:
<i>Jeanette M. Shoop</i>	6/2/2023
Printed Name: Jeanette Shoop	
Title: Decat amd CPPC Grant Coordinator	

Page Break

Iowa Code Chapter 8F

As a condition of entering into this Contract with the Agency, the Contractor certifies that: 1) it has the information required by Iowa Code Chapter 8F and referenced in Section 2.14.6, Certification *Regarding Iowa Code Chapter 8F* available for inspection by the Agency and the Iowa Legislative Services Agency; and 2) the Contractor is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the Contractor and the requirements of Iowa Code Chapter 8F.

[Certification shall be signed by: 1) An Officer AND one member of the Board of Directors; OR 2) Two members of the Board of Directors; OR 3) The sole proprietor of the Contractor]

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

SECTION 3: SPECIAL CONTRACT ATTACHMENTS

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

Attachment 3.1 Awarded Project Overview Effective 7/1/2022

Attachment 3.2 Awarded Project Budget SFY 2023-2025

Second Amendment to the Wraparound and Non-Licensed Support Services Contract

This Amendment to Contract Number DCAT4-23-011 is effective as of July 1, 2023, between the Iowa Department of Health and Human Services (Agency) and Linn County Board of Supervisors (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. Agency of the State (hereafter “Agency”) is deleted and replaced as follows:

Name/Principal Address of Agency:

Iowa Department of Health and Human Services
1305 E. Walnut
Des Moines, IA 50319-0114

Notice of Future Address Change: It is anticipated the main offices of the Department of Health and Human Services will be moving to the Lucas State Office Building at 321 E. 12th Street, in Des Moines, Iowa, by the end of 2024. The Agency will share the date of this change of address with contractors at a later date.

Revision 3. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:

Louis Zumbach, Chair, Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404
Phone: 319-892-5714
E-mail: Louis.zumbach@linncountyiowa.gov

Revision 4. Section 1.3.4 , Pricing. The maximum amount the Contractor will be compensated is hereby amended to \$27,000.00 for the entire term of the Contract.

Revision 5. 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>
07/01/23 - 06/30/24	\$8,500.00
07/01/24 - 06/30/25	\$8,500.00

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

Revision 6. Section 1.5 Data and Security is deleted and replaced as follows:

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Security Framework. The Contractor shall comply with either of the following:

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

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).**1.5.3 Cloud Services.** The Contractor shall comply with either of the following:

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

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

Revision 7. Section 3.2, Business Associate Agreement. Replace the link (it is the same link) in both paragraphs of 3.2 with the following link:

<http://hhs.iowa.gov/HIPAA/baa>

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.

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

Fourth Amendment to the Linn County Community for Change Equity Team Contract

This Amendment to Contract Number DCAT4-22-017 is effective as of July 1, 2023, between the Iowa Department of Health and Human Services (Agency) and Linn County Board of Supervisors (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. Agency of the State (hereafter “Agency”) is deleted and replaced as follows:

Name/Principal Address of Agency:

Iowa Department of Health and Human Services
1305 E. Walnut
Des Moines, IA 50319-0114

Notice of Future Address Change: It is anticipated the main offices of the Department of Health and Human Services will be moving to the Lucas State Office Building at 321 E. 12th Street, in Des Moines, Iowa, by the end of 2024. The Agency will share the date of this change of address with contractors at a later date.

Revision 3. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:

Louis Zumbach, Chair, Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404
Phone: 319-892-5714
E-Mail: Louis.Zumbach@linncountyiowa.gov

Revision 4. Section 1.3.4, Pricing. The maximum amount the Contractor will be compensated is hereby amended to \$6,000.00 for the entire term of the Contract.

Revision 5. 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>
07/01/23 - 06/30/24	\$1,000.00

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

Revision 6. Section 1.5 Data and Security is deleted and replaced as follows:

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Security Framework. The Contractor shall comply with either of the following:

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

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

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

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

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

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.

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

Third Amendment to the Protective Program Contract

This Amendment to Contract Number DCAT4-22-016 is effective as of July 1, 2023, between the Iowa Department of Health and Human Services (Agency) and Linn County Board of Supervisors (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. Agency of the State (hereafter “Agency”) is deleted and replaced as follows:

Name/Principal Address of Agency:

Iowa Department of Health and Human Services
1305 E. Walnut
Des Moines, IA 50319-0114

Notice of Future Address Change: It is anticipated the main offices of the Department of Health and Human Services will be moving to the Lucas State Office Building at 321 E. 12th Street, in Des Moines, Iowa, by the end of 2024. The Agency will share the date of this change of address with contractors at a later date.

Revision 3. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:

Louis Zumbach, Chair, Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404
Phone: 319-892-5714
E-mail: Louis.zumbach@linncountyiowa.gov

Revision 4. Section 1.3.4 , Pricing. The maximum amount the Contractor will be compensated is hereby amended to \$125,805.00 for the entire term of the Contract.

Revision 5. 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>
07/01/23 - 06/30/24	\$40,935.00

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

Revision 6. 1.3.4.2, Payment Methodology, is deleted and replaced as follows:

The contractor will be paid an all-inclusive rate of \$39.93 per unit of service, not to exceed 1,000 units; however Emergency Wrap Around Services will be based on actual expenses with accurate documentation.

Failure to meet the performance measures will result in reduction of payment. Contractor will be reimbursed as follows:

- a) Meet 4 or more performance measures = 100% of actual expenses.
- b) Meet 3 performance measures = 90% of actual expenses.
- c) Meet less than 3 performance measures = 50% of actual expenses.

Revision 7. Section 1.3.4.7 Travel Expenses is added: If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>, and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stophtiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

Revision 8. Section 1.5 Data and Security is deleted and replaced as follows:

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Security Framework. The Contractor shall comply with either of the following:

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

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

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

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

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

Revision 9. Section 3, Contingent Terms for Service Contracts, at the end of Section 3.1., The following federal funds information is provided. Leave all other language as-is:

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

3.1.16 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

Revision 10. Section 3.2 Business Associate Agreement. Replace the link (it is the same link) in both paragraphs of 3.2 with the following link:

<http://hhs.iowa.gov/HIPAA/baa>

Revision 11. 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	
EAI #: TQ9YTRHJ1JW1	
The Name of the Pass-Through Entity: Iowa Department of Health and Human Services	
CFDA #: 93.556	Federal Awarding Agency Name: Department of
Grant Name: Promoting Safe and Stable Families	Health and Human Services / Administration for Children and Families

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.

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

Tenth Amendment to the Community Partnership for Protecting Children (CPPC) Contract

This Amendment to Contract Number DCAT4-19-066 is effective as of July 1, 2023, between the Iowa Department of Health and Human Services (Agency) and Linn County Board of Supervisors (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. Agency of the State (hereafter “Agency”) is deleted and replaced as follows:

Name/Principal Address of Agency:

Iowa Department of Health and Human Services

1305 E. Walnut

Des Moines, IA 50319-0114

Notice of Future Address Change: It is anticipated the main offices of the Department of Health and Human Services will be moving to the Lucas State Office Building at 321 E. 12th Street, in Des Moines, Iowa, by the end of 2024. The Agency will share the date of this change of address with contractors at a later date.

Revision 3. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:

Louis Zumbach, Chair, Linn County Board of Supervisors

935 2nd Street SW

Cedar Rapids, IA 52404

Phone: 319-892-5714

E-Mail: Louis.Zumbach@linncountyiowa.gov

Revision 4. Section 1.3.4, Pricing. The maximum amount the Contractor will be compensated is hereby amended to \$142,375.00 for the entire term of the Contract.

Revision 5. 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>
07/01/23 - 06/30/24	\$20,000.00

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

Revision 6. 1.3.4.7 Travel Expenses is deleted and replaced as follows:

Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such

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

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stophtiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

Revision 7. Section 1.5 Data and Security is deleted and replaced as follows:

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Security Framework. The Contractor shall comply with either of the following:

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

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

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

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

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

Revision 8. Section 3, Contingent Terms for Service Contracts, is amended as follows:

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

3.1.16 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

Revision 9. Section 3.2 Business Associate Agreement. Replace the link (it is the same link) in both paragraphs of 3.2 with the following link:

<http://hhs.iowa.gov/HIPAA/baa>

Revision 10. 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	
EAI#: TQ9YTRHJ1JW1	
The Name of the Pass-Through Entity: Iowa Department of Health and Human Services	
CFDA #: 93.556	Federal Awarding Agency Name: Department of
Grant Name: Promoting Safe and Stable Families	Health and Human Services/Administration of Children and Families

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.

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



AMENDMENT #1

ERA2 SUBAWARD AGREEMENT

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

Federal Award Number: ERAE0149

Assistance Listing (CFDA): 21.023 Emergency Rental Assistance

Federal Award Date: May 19, 2021

Subaward Number: ERA2-2021-004

Pass-Through Entity (PTE):	Subrecipient:
Linn County Community Services	Willis Dady Emergency Shelter, Inc.
1240 26 th Ave Court SW	1247 4 th Ave SE
Cedar Rapids, IA 52404	Cedar Rapids, IA 52403
	DUNS #: 806859187
Subaward Budget Period Start date: 11/15/2021 End date: 4/30/2023	
Period of Performance Start date: 11/15/2021 End date: 4/30/2023	
Amount of federal funds obligated by this action: \$200,000.00	
Total amount of the federal funds obligated to the subrecipient: \$200,000.00	
Total amount of the federal funds committed to the subrecipient: \$200,000.00	
Project Title: Linn County Overflow Shelter – Homeless Housing Stability Services	
Is Project for Research & Development? ☐ Yes ☒ No	

Amend as follows:

- Extension of Subaward Budget Period and Period of Performance

Request from Willis Dady to extend the dates of services to cover costs not reimbursed for 2022/2023 Overflow Shelter expenses with remaining funds from the previous year.

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

Dated this 2 day of June, 2023.

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

WILLIS DADY EMERGENCY SHELTER, INC

Authorized Representative

Date

Contract Declarations & Execution Page

CONTRACT #: 5884HC08	PROJECT TITLE: HIV Client Services Program
CONTRACTOR LEGAL NAME AND ADDRESS: Linn County Treasurer dba Linn County Community Services 1240 26th Avenue Court SW Cedar Rapids, IA 52404	PROJECT PERIOD: April 1, 2021 – March 31, 2027
STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: 00002127879	CONTRACT PERIOD: April 1, 2023- March 31, 2024
IOWA CODE CHAPTER 8F DESIGNATION: This contract is covered by Iowa Code chapter 8F	TOTAL CONTRACT AMOUNT: \$951,441.00 TOTAL APPROVED AMOUNT: \$948,527.00
	FUNDING SOURCE: FEDERAL: \$476,850.00 STATE: \$884.00 OTHER: \$470,793.00 Interagency State: \$0 Interagency Federal: \$0 Private/Fees/Other: \$0
	Federal Subrecipient Addendum Needed? YES
The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application. The Contractor has reviewed and agrees to the IDPH General Conditions Effective 7-1-2019, as posted on the Agency's website. The Contractor specifies no changes have been made to the Special Conditions or General Conditions.	
The parties hereto have executed this contract on the day and year last specified below.	
For and on behalf of the Agency: By: _____ Ken Sharp, Operations Deputy Division of Public Health	For and on behalf of the Contractor: By: _____ Insert Date (required if not a digital signature): _____

Special Conditions for Contract # 5884HC08

Article I- Identification of Parties:

This contract is entered into by and between the Iowa Health and Human Services (hereinafter referred to as Agency) and the Contractor, as identified on the contract face sheet.

State Agency Transition Period

Effective July 1, 2022, through July 1, 2023, the Iowa Department of Public Health (IDPH) and the Iowa Human Services (DHS) shall be in a transition period as the agencies develop and implement transition plans to merge the agencies and become a new state agency, the Iowa Health and Human Services (Iowa HHS). For purposes of this Agreement throughout the transition period, "Agency" means either IDPH or DHS or Iowa HHS. Throughout the transition period, IDPH and Iowa HHS shall have and may exercise all legal powers and duties of IDPH, including executing all contractual rights and obligations.

Effective July 1, 2023, the Iowa Department of Public Health (IDPH) and the Iowa Department of Human Services shall merge and become the Iowa Health and Human Services (Iowa HHS). For purposes of this Agreement on and after July 1, 2023, "Agency" means Iowa HHS. On and after July 1, 2023, Iowa HHS shall have and may exercise all legal powers and duties of the former IDPH, including executing all contractual rights and obligations.

Article II - Designation of Authorized State Official:

Ken Sharp, Director, Division of Public Health, is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Holly Hanson, Ryan White Part B Program Manager, at (515) 242-5316; Holly.Hanson@idph.iowa.gov.

Article III - Designation of Contract Administrator:

David Thielen has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to: David Thielen; telephone (319) 892-5610; David.Thielen@linncountyiowa.gov.

IowaGrants.gov. The Agency utilizes an electronic grant management system (IowaGrants.gov) for all contract activities. It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking site components including contractual forms such as work plans, personnel, budgets, and reporting forms, and claims submission.

The Contract Administrator designates Nichol Baker-Jones as the Grantee Contact in IowaGrants (www.iowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

Agency Personnel

Name	Title	Email Address
Randy Mayer	Bureau Chief	Randall.Mayer@idph.iowa.gov
Holly Hanson	Ryan White Part B Program Manager	Holly.Hanson@idph.iowa.gov
Megan Guthrie	Client Services Coordinator	Megan.Guthrie@idph.iowa.gov
Casey Ward	Client Services Coordinator	Casey.Ward@idph.iowa.gov

Key Contractor Personnel

Name	Title	Email Address
David Thielen	Executive Director	david.thielen@linncountyiowa.gov
Nichole Baker-Jones	Program Supervisor	nichole.baker-jones@linncountyiowa.gov
Staci Meade	Fiscal Contact	staci.meade@linncountyiowa.gov

The Contractor shall notify the Agency in writing within ten (10) working days of any change of Key Personnel identified in this section.

Article V - Statement of Contract Purpose:

Iowa's Ryan White Part B Program (RWPB) meets the health care needs of people living with HIV (PLHIV) by providing a comprehensive continuum of high-quality HIV core medical and support services, including a client-centered tiered system of case management that links Iowans to care and helps them to stay in care. It is critical that Iowa's RWPB program serves PLHIV from all ninety-nine counties in the state. Successful applicants will form a comprehensive network of service providers to ensure that PLHIV have access to the services needed to achieve optimal health outcomes and to reduce transmission of HIV.

Article VI - Description of Work and Services:

In compliance with the Agency-approved work plan within IowaGrants, the Contractor shall:

Provide Core Medical and Support Services as described in the RFP #58821018 and RFP #58822007

- Inform low-income individuals with HIV of the availability of services and how to access them.
- Meet the specific service needs of the population utilizing the Ryan White core medical and support services as defined in the links in Section 7 of RFP #58821018 and RFP #58822007.
- Ensure timely and coordinated access to core medical and support services that will address the diverse service needs of the population (mental health, substance use treatment, transportation, housing, etc.) through Contractor staff and collaboration with key partnerships.

- Provide the most appropriate level of client-centered case management for each client utilizing the four tiers of case management as well as other approaches, such as community-based case management, where appropriate.
- Engage, retain, and re-engage PLHIV in primary medical care, and assist with the Agency's efforts to link and engage PLHIV in care through the Data to Services Program.
- Identify barriers to medication adherence and what strategies will be used to assist clients in overcoming these barriers.
- Hire, train, and retain qualified staff who possess specific skills, such as active listening and motivational interviewing, to deliver case management, core medical, and support services. Ensure staff have required credentials, licenses, and/or language proficiencies, as well as the cultural competencies needed to work with priority populations, including those whose first language is not English.
- Monitor and comply with relevant service standards of care, and improve the quality of services that you have chosen to provide.
- Maintain partnerships between your agency and other key partners that include HIV medical providers, testing facilities, and HOPWA.
- Collect and report client-level data, consistent with HRSA requirements as described in section 2.05 of RFP #58821018 and RFP #58822007.

Benefit Coordination, if applicable

- Hire, train, and retain qualified staff who possess specific skills in benefit coordination.
- Ensure all PLHIV in Iowa have access to benefit coordination through Field Benefits Specialist staff and coordinate with case managers at your agency and other agencies.

Infrastructure Development, if applicable

- Maintain an HIV quality management program.
- Routinely identify agency needs in regards to quality management and quality improvement.
- Conduct HIV program data and performance management activities.
- Routinely identify needs regarding data and performance management.

Early Intervention Services (EIS):

Contractors awarded EIS funding must meet the additional expectations listed below:

- Quality Assurance Requirements
 - Ensure the use of standard HIV/HCV testing forms provided by the Agency (e.g., Minor's Consent form, Risk Assessment Form.)
 - Maintain accurate and confidential client records and data systems. Compliance with all applicable regulations of Iowa Codes 139A and 141A is required.
 - Participate in data collection, evaluation, and training activities sponsored by the Bureau of HIV, STI, and Hepatitis. The RWPB Program reserves the right to alter the nature and quantity of its reporting, meeting, and training requirements.
 - Ensure that all clinical staff performing HIV and hepatitis testing attend the Fundamentals of HIV Prevention Counseling training hosted by the Agency.

- Submit monthly quality assurance reports.

Databases:

- The Contractor shall use CAREWare, which is networked to all Ryan White Part B Program contractors, and overseen by the RWPB Program. The Contractor is responsible for seeking technical assistance, as needed, from the national CAREWare helpdesk operated by jProg, or from the RWPB Program's CAREWare vendors (AJ Boggs and jProg) on the use of CAREWare or related software issues. (See See Article XI(6) and Article XI for data-sharing terms for Contractor technical assistance activities). The RWPB Program is responsible for:
 - a) Assuring the protection and confidentiality of all data obtained through CAREWare in compliance with Agency security policies and applicable statutes.
 - b) Ensuring that new users complete the New CAREWare User Form to access CAREWare (Appendix A).
 - c) Ensuring that users are notified about database upgrades, temporary outages, or system errors.
 - d) Providing limited technical assistance related to software installation, user training, reporting functionality, and troubleshooting, including resetting locked user accounts.
 - e) Assuming the costs associated with maintaining the CAREWare database (including server fees, upgrades and IDPH personnel costs associated with the database administrators).
 - f) Providing a complete PHA client dataset back to the Contractor should this agreement be terminated by either party.
 - g) Assisting with data reporting to HRSA, as needed.
- The Contractor shall use Ryan White Electronic Management Information (REMI) System for all client files.

Quality Management Activities:

- The Contractor shall participate in statewide quality improvement and performance efforts, such as attending statewide meetings, running routine or special data reports as needed for performance measures and data-reporting purposes, and performing quality improvement activities, as needed, or requested.

Confidentiality:

- The Contractor shall not access or use or permit others to access or use the records and data contained within CAREWare and REMI in any way except for the purposes outlined in this agreement or for the Contractor's own internal data collection and reporting needs.
- The Contractor shall assure the protection and confidentiality of all data obtained through CAREWare and REMI in compliance with the Agency's privacy and security policies and applicable statutes.
- The Contractor shall ensure that each of the Contractor's staff members who have access to CAREWare and REMI have received confidentiality training and has signed a confidentiality statement prior to accessing CAREWare and REMI. The Contractor shall ensure that new users apply for a CAREWare and REMI login from the RWPB Program.

- The Contractor shall ensure that users comply with the Nondisclosure Agreement attached hereto as Appendix A.
- To the extent that the services carried out under this Agreement involve the use, disclosure, access to, or acquisition or maintenance of information that actually or reasonably could identify an individual, the Contractor shall a) maintain the confidentiality of such information as required by applicable local, state, and federal laws, rules, regulations, and policies; b) contact the Agency within 24 hours of a privacy or security incident that actually or potentially could be a breach of such information; and c) cooperate with the Agency in its investigation and potential reporting of such incident. To the extent that a breach of information is caused by the Contractor or one of its subcontractors or agents, the Contractor agrees to pay the cost of notification, and financial costs and/or penalties incurred by the Agency as a result of such breach.
- Data sharing may be suspended during an investigation of any reportable incident, at the discretion of the Agency. In the event of a breach, data sharing may be suspended until satisfactory assurances have been made that further breaches will not occur. The Agency may request the Contractor to take additional steps to mitigate the consequences of a breach. Failure by the Contractor to take such steps may result in the immediate termination of this Contract.

Data Requests:

- The Contractor shall make technical assistance and data requests as far in advance and routinely as possible to allow the Agency time to process them.

Permission to Access Records:

- The Agency's vendors (AJ Boggs and jProg) who provide secure hosting, maintenance and support services for CAREWare and REMI may have access to client-level data kept in CAREWare and REMI.

Article VII – Performance Measure:

- Measure: Contractors will implement a health equity work plan and report progress on goals, objectives, and activities via quarterly narrative reports.
- Incentive: An incentive of \$500.00 will be applied for all contractors who demonstrate the above measure has been completed.

The Contractor shall submit any documentation required for the performance measure into the progress reports component of the grant site within IowaGrants.gov.

Article VIII – Reports:

The Contractor shall complete and submit the following reports. Reports shall be submitted in the grant site located in IowaGrants.

Report Title	Form Frequency/Type	Date Due
Subcontracts- draft, unsigned	Type: Subcontract Documents	Draft subcontract due with submission of RFA. Final signed and executed subcontracts due by 5/15/2023
EIS Quality Assurance Reports (only if funded for EIS services).	Monthly	The 15th day of the following month.
FFATA Report (the FFATA report must be included and scheduled if FFATA reporting is required by the federal grant. Agency staff must input the information submitted to us on this form into the federal reporting system by the end of the month following the month of the award date. Example: if the award is made October 15 the filing must be made by November 30)	Type: FFATA Report	Submit within 15-30 days of the start date of the contract.
Quarterly Narrative Progress and Statistical Reports	Quarterly	Q1 due 8/4/2023 Q2 due 11/3/2023 Q3 due 2/2/2024 Q4 due 5/3/2024
Ryan White Services Report (RSR)	Annually, on HRSA website	March 2024

Article IX - Budget:

Iowa Ryan White Part B funding for this contract has federal, state and other funding. Federal and Other funding budgets are April 1, 2023 – March 31, 2024. The first State budget period is April 1, 2023 – June 30, 2023. No state funds will be carried over from one budget period to another.

The second state budget period is July 1, 2023 – March 31, 2024. Funding is available based on approved budget by Legislature. An anticipated amendment will occur after June 30, 2023, for the July 1, 2023 – March 31, 2024, approved amount.

Total approved for April 1, 2023, through March 31, 2024, is as follows:

A. Case Management

	Medical Case Management	\$77,738.00
	Non Medical Case Management	\$204,945.00
	Brief Contact Management	\$67,137.00
	Maintenance Outreach Support Services	\$884.00

	Case Management Supplies	\$12,861.00
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B. Core Medical Services

	Early Intervention Services (EIS)	\$0.00
	Health Insurance Premium and Cost Sharing Assistance (HIPCSA)	\$18,468.00
	Home and Community-Based Health Services	\$0.00
	Home Health Care	\$0.00
	Medical Nutrition Therapy	\$0.00
	Mental Health Services	\$0.00
	Oral Health Care	\$0.00
	Outpatient/Ambulatory Health Services (OAHS)	\$0.00
	Substance Abuse Outpatient Care	\$0.00

C. Support Services

	Child Care Services	\$0.00
	Emergency Financial Assistance	\$55,000.00
	Food Bank/Home Delivered Meals	\$51,200.00
	Health Education/Risk Reduction	\$0.00
	Housing	\$158,815.00
	Linguistic Services	\$2,640.00
	Medical Transportation	\$42,084.00
	Other Professional Services	\$0.00
	Outreach Services	\$0.00
	Psychosocial Support Services	\$0.00
	Referral for Health Care and Support Services	\$42,850.00
	Substance Abuse Services (residential)	\$0.00

D. Infrastructure Development

	Quality Management activities	\$0.00
	Data Management activities	\$0.00
	Planning and Coordination	\$31,350.00
	Capacity Building	\$0.00
	Supplies	\$624.00

E. Benefit Coordination

	Benefit Coordination	\$95,077.00
	Benefit Coordination Supplies	\$624.00
Administration		\$86,230.00
Total		\$948,527.00

1. This contract contains a potential incentive amount to be paid to the Contractor as described in the Performance Measure section of this contract. The following conditions shall apply to an incentive compensation:
 - a. The award amount listed within the IowaGrants grant site (budget form and award amount) may be higher than the total amount listed in the contract budget and the total amount listed on the face page of this contract.
 - b. Contractor expenditures shall not exceed the total amount listed in the contract budget(s).
 - c. If the performance measure is achieved, the incentive funds received by the contractor shall support program related activities.
2. Expenditure variance against direct cost budget-line amounts are allowed up to a maximum of 10% of the contractual amount on a cumulative basis not to exceed the contractual total. The Contractor shall submit a written justification and request for a contract amendment to the Agency prior to the obligation of an expense which will exceed the allowed 10% cumulative variance. The Contractor shall submit a written justification and request for a contract amendment when expenditures against a budget line not previously approved are anticipated.
3. The Contractor shall receive written approval from the Agency prior to spending the final three (3) percent of all funds awarded.

Article X - Payments:

1. Submission of Claims for contract period:
The Contractor shall complete and submit a claim for services rendered in accordance with this Contract. The claim shall be submitted monthly in the grant site located in [IowaGrants](#) within 45 days of the month of expenditures.

The Agency shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Agency may elect not to pay claims that are considered untimely.

2. End of State Fiscal Year Claims Submission:
Notwithstanding the timeframes above, and absent:
 - a. longer timeframes established in federal law or
 - b. the express written consent of the Agencythe Contractor shall submit all claims to the Agency by August 10 for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Agency may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the Agency may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

3. The Agency shall pay all approved invoices/claims in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The Agency will **not** reimburse the Contractor travel amounts in excess of limits established by [Iowa Department of Administrative Services](#), or for expenses at an in-state event if the lodging provider is not certified by the Iowa Agency of Public Safety's Human Trafficking Prevention Training.
 - a. Current in-state and out of state travel rate reimbursements can be found posted on the Agency's General Conditions for Service Contracts website (refer to Contract Declarations & Execution Page for link).
 - b. Before traveling in the state or prior to procuring space for a conference or meeting at a site where lodging is available under this contract, the Contractor must ensure that the selected lodging provider is certified by checking the following website: <https://stopthiowa.org/certified-locations>. This applies to all in-state lodging, conferences, meetings, or any other state funded event. Use of lodging providers who are not certified will not be reimbursed. Certification of a lodging provider will be verified by the Agency before reimbursing this expenditure in a claim.
5. Final payment may be withheld until all contractually required reports have been received and accepted by the Agency. At the end of the contract period, unobligated contract amount funds shall revert to the Agency.

Article XI – Additional Conditions

1. As a condition of the contract, the Contractor shall assure linkage with the local board of health in each county where services are provided. The Contractor will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.
2. The Contractor shall ensure all IowaGrants Grant Tracking site component information is accurate and current. This is inclusive of personnel, work plans, and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the Agency Program Contract Manager. If an update is approved by the Agency, an amendment to the contract may be required.
3. All work plan revisions must be approved by the Agency prior to implementation. Requests for work plan revisions must be received by the Agency through the correspondence component within the Grant Tracking site on or before March 1, 2024.
4. Certain types of expenses cannot be supported with the funds in this RFA. In no case may Ryan White funds be used to pay for:
 - Clinical trials;
 - Clothing;
 - Employment services;
 - Funerals;

- Household appliances;
- Needle exchanges, including the purchase of syringes or other drug paraphernalia;
- Pet food or pet products;
- Local or state taxes;
- International travel
- Direct maintenance expenses (tires, insurance, repairs, etc.) or any other costs associated with a privately owned vehicle; or
- Installation of permanent systems of filtration of all water entering a private residence.

In no case may Ryan White funds be used to make direct payments to a client, whether in the form of cash, checks, or prepaid cash cards (e.g., Visa gift cards). If direct provision of a service is not possible or effective, vouchers or similar programs, which may only be exchanged for a specific service or commodity, must be used to meet the clients' needs.

5. Data-Sharing Terms for Client Linkage and Re-engagement: The Agency may share limited HIV information with the Contractor as necessary to complete linkage and re-engagement activities. Data shall be limited to the minimum necessary to achieve the purpose of client linkage or re-engagement, and shall be shared with the minimum number of individuals necessary within the Contractor's organization. Additionally, as needed, the Contractor may share client details with the Agency to assist with linkage or re-engagement activities and to confirm details regarding patients' medical statuses. This data sharing is allowable according to the legal authorities outlined below.

- a. Legal Authority. HIV surveillance data are strictly confidential under Iowa law (Iowa Code Section 141A.9(1)). The information shall not be released, shared with an agency or institution, or made public upon subpoena, search warrant, discovery proceedings, or by any other means except as provided in Iowa Code Section 141A.9. Medical information secured pursuant to Iowa Code 141A may be shared with agents of the Agency that have a need for the information in the performance of their duties related to HIV prevention, disease surveillance, or care of persons with HIV, only as necessary to administer the program for which the information is collected or to administer a program within the other agency (Iowa Code Section 141A.9(8)). Confidential information transferred to other persons or entities under this subsection shall continue to maintain its confidential status and shall not be rereleased by the receiving person or entity (Iowa Code Section 141A.9(8)).

Iowa Code § 141A contains provisions related to HIV and disease reporting in Iowa. Persons diagnosed with HIV infection and/or AIDS are reportable to the Agency by medical providers and laboratorians (Iowa Code § 141A.6). Additionally, HIV-related test results shall be made available for release to the Agency in accordance with reporting requirements for an HIV-related condition (Iowa Code Section 141A.9(2)(e)).

- b. Aggregate Data Publication. Any publication or release of aggregate data shall comply with Agency confidentiality guidelines, including Disclosure of Confidential Public Health Information, Records, or Data Policy and Iowa Code Section 141A.Use of Data. The Contractor shall not disclose, release, sell, loan, or otherwise grant access to any confidential information transferred through this Contract during the period of this Contract or hereafter. Additionally, the Contractor shall not copy, remove, or transfer the data provided through this Contract for any reason and shall only access the confidential information throughout the term of this Contract.
- c. Additional Terms for Data Transferred to Contractor Pursuant to Data Sharing Agreement 588DSA2021-42 between Medicaid and the Bureau of HIV, STI, and Hepatitis.
 - i. The Contractor may, as an agent of the Agency, receive access to data and information within the CAREWare data system about individuals eligible for and/or receiving Medicaid services to complete the work and services of this Contract. Data provided to the Contractor shall be used solely in the performance of their duties related to HIV prevention, disease surveillance, or care of persons with HIV, as necessary to administer the program for which this information is collected. Data in CAREWare that originate from Iowa Medicaid may be used to confirm the receipt of HIV, STI, and hepatitis related services, provide linkage to or re-engagement in care, or ensure coordination of state safety-net services for people at risk for or diagnosed with HIV, STI, or hepatitis. Data provided through the Contract shall only be used to complete the work and services of this Contract and shall not be redisclosed by the Contractor without express written permission from the Agency.
 - ii. With respect to any data received through this Contract that originate with Iowa Medicaid, the Contractor shall comply with all terms within the Omnibus Data Use Agreement between Medicaid and the Bureau of HIV, STI, and Hepatitis (Agreement number 588DSA2021-42). These terms include, but are not limited to the following:
 - 1. The Contractor shall ensure that only the minimum number of members of its workforce with a legitimate business need for the data provided through this contract receive access to those data.
 - 2. The Contractor shall use appropriate safeguards to prevent use or disclosure of the data provided through this Contract for purposes beyond completing the work and services of this Contract.
 - 3. The Contractor shall immediately report to the Agency any use or disclosure of the data provided through this Contract not allowed for by this Contract of which the Contractor becomes aware.
 - 4. The Contractor must receive approval from the Agency for all proposed contracts or subcontracts that seek to authorize or allow access to the data

provided through this Contract. In the event the Agency approves a contract or subcontract, the Contractor agrees to include the Additional Data Terms of the Contract and terms of the Omnibus Data Use Agreement between Iowa Medicaid and the Bureau of HIV, STI, and Hepatitis (Agreement number 588DSA2021-42) within any contracts or subcontracts that allows the sharing of the above mentioned data.

d. Additional Terms for Immunization Data Transferred to Contractor Pursuant to Data Sharing Agreement 588DSA2021-35 between Iowa Health and Human Services, Bureau of Immunization and Tuberculosis and the Bureau of HIV, STI, and Hepatitis.

- i. Purpose. The Contractor may receive access to Iowa Immunization Registry Information System (IRIS) data, including the variables of vaccine administration date, vaccine name, CVX code, and manufacturer name, for the purpose of determining missing vaccinations for PLHIV and assisting individuals with getting vaccinations or referrals to a vaccine provider.
- ii. Legal Authority. The Agency may share IRIS information with the Contractor, as an agent bound to the Agency, to the extent that the information is necessary to perform a legally authorized function of the other Bureau pursuant to 641 IAC 7.11(4)(a)(5). The Contractor shall not use information obtained from the registry to market services to patients or nonpatients, to assist in bill collection services, or to locate or identify patients or nonpatients for any purposes other than those expressly provided in this Contract.
- iii. With respect to any data received through this Contract that originate with the IRIS data system, the Contractor shall comply with all terms within the Data Sharing Agreement 588DSA2021-35 between IowaHealth and Human Services, Bureau of Immunization and Tuberculosis and the Bureau of HIV, STI, and Hepatitis.

6. Data-Sharing Terms for HelpDesk Support: The Agency contracts with Jeff Murray's Program Shop, Inc. dba jProg (contract number 5881HC06) for assistance with ensuring CAREWare is customized to meet the needs of the Agency. As part of this work, jProg provides technical assistance for pharmacy and lab import tools and assists contractors with the integration of electronic health records in CAREWare. As an agent of the Agency, jProg is authorized to receive limited access to confidential data only as needed to perform the duties of their contract. Therefore, the Contractor may release limited information from CAREWare to jProg as necessary to complete the work and services described within this contract.

- a. Legal Authority. HIV surveillance data are strictly confidential under Iowa law (Iowa Code Section 141A.9(1)). The information shall not be released, shared with an agency or institution, or made public upon subpoena, search warrant, discovery proceedings, or by any other means except as

provided in Iowa Code Section 141A.9. Medical information secured pursuant to Iowa Code 141A may be shared with agents of the Agency that have a need for the information in the performance of their duties related to HIV prevention, disease surveillance, or care of persons with HIV, only as necessary to administer the program for which the information is collected or to administer a program within the other agency (Iowa Code Section 141A.9(8)). Confidential information transferred to other persons or entities under this subsection shall continue to maintain its confidential status and shall not be rereleased by the receiving person or entity (Iowa Code Section 141A.9(8)).

7. Guidance on Program Income:

- a. Collection of program income shall require prior approval from IDPH. See HRSA Ryan White HIV/AIDS Policy Clarification Notice PCN #15-03 (https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf) and Frequently Asked Questions to Policy Clarification Notices 15-03 and 15-04 (<https://hab.hrsa.gov/sites/default/files/hab/Global/faq15031504.pdf>), for guidance on program income.
- b. Clients that are eligible for ADAP shall be enrolled in the state ADAP unless there are extenuating circumstances that cause a hardship for the client.
- c. Program income, including 340B Drug Pricing Program savings generated as a 340B covered entity pursuant to receipt of Iowa's federal Ryan White Part B funds, is considered to be program income of the Contractor and not of RWPB.
- d. All program income shall be reported monthly to RWPB. This will minimally include a general ledger report showing all program income earned and all related expenditures of the program income on a monthly basis. If needed, IDPH may require additional financial reporting and backup documents to be provided to RWPB to ensure compliance with Ryan White Program requirements.
- e. Program income earned from April 1, 2022, to March 31, 2023, must be fully expended by the end of that cooperative agreement budget period and cannot be carried forward into the next budget period.
- f. Program income generated under this Ryan White Part B Program by the Contractor must be reinvested in Ryan White Part B services and coordination of care services related to Ryan White Part B only. This may include staff salaries, employee related expenses, medication costs, operating expenses, and administrative costs.
- g. Utilization of program income is limited to expenses determined to be allowable by RWPB. Program income records for Ryan White Part B and ADAP services shall be made available to RWPB for assurance that such revenues are used to support related services. The

Contractor shall have policies and procedures for handling Ryan White Part B revenue, including all program income.

Appendix A:



Kim Reynolds
GOVERNOR

Adam Gregg
LT. GOVERNOR

Kelly Garcia
DIRECTOR

Ryan White Data Systems – New User Form External User

First Name: Click or tap here to enter text.

Last Name: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Job Title: Click or tap here to enter text.

Organization: Click or tap here to enter text.

Indicate the systems for which the user needs a login (check all that apply):

- ☐ CAREWare ☐ Ryan White Electronic Management Information (REMI) System

NON-DISCLOSURE AGREEMENT

I understand that information maintained and managed by the Iowa Department of Health and Human Services (Iowa HHS) includes information that is confidential in nature and protected by the Code of Iowa and the Iowa Administrative Code.

I understand that information, including identifying and demographic data, is confidential and shall not be disclosed, except as authorized by state or federal law. I agree that I will use and disclose confidential information, records, and data only in connection with and for the purpose of performing my assigned duties with the Department and in accordance with my agency's contract with the IDPH General Conditions. I agree to not discuss, release, or otherwise disclose or disseminate any confidential information, records, and data except as expressly authorized by law.

I understand that it is my responsibility as a user of an Iowa HHS computer system to use reasonable measures to protect the information contained in the systems.

I understand that all passwords are confidential and that no password or security token is to be shared.

I acknowledge that if I violate this Agreement or the laws cited above, I may be subject to disciplinary action, possible civil penalties, and criminal prosecution. My signature below attests that I have read and understand this Agreement and agree to comply with the above terms.

New User Signature: _____ **Date:** _____

Supervisor Signature: _____ **Date:** _____

Please email this form to Katie Herting at Katie.Herting@idph.iowa.gov.

Updated February 2023

Prepared by Stephanie Lientz
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY ORDINANCE # _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY MODIFYING PROVISIONS IN CHAPTER 107: ARTICLE IV REGARDING MINOR SITE PLANS,
ARTICLE IV REGARDING MINOR BOUNDARY CHANGES AND LAND PRESERVATION PARCEL
SPLITS, ARTICLE V REGARDING DETACHED ACCESSORY STRUCTURE SETBACKS, ARTICLE VII
TABLE 107-147-1 REGARDING THE APPROVAL PROCESS FOR PUBLIC CAMPGROUNDS, AND
ARTICLE IX REGARDING DEFINITIONS FOR TWO-FAMILY DWELLINGS

BE IT ORDAINED by the Board of Supervisors, Linn County, Iowa as follows:

SECTION 1. SUBSECTION MODIFIED. Chapter 107, Article IV, Section 107-71 § (2) is hereby amended to read as follows:

- (2) Minor site plan requirements. Whenever this chapter requires submission of a minor site plan the applicant shall submit one copy, unless otherwise specified, of a site plan showing the data listed, preferably overlaid on a recent aerial photo of the property:
 - a. Required data to be shown.
 1. Address of property including street, city and zip code and/or parcel number(s)
 2. Existing lot lines.
 3. Location of all existing and proposed structures labeled as existing or proposed with the current or proposed use noted. Structures include:
 - (i) Buildings.

- (ii) Wells.
 - (iii) Septic tank and septic field locations.
 - (iv) Signs.
- 6. Distance from proposed structures to all lot lines.
- 7. Location of existing and proposed parking areas.
- 8. Other information deemed necessary by the zoning administrator.
- b. Review of minor site plans. Unless otherwise specified in this chapter, a minor site plan may be approved by the zoning administrator.

SECTION 2. SUBSECTIONS MODIFIED. Chapter 107, Article IV, Section 107-72 § (5)(b) & (c) are hereby amended to read as follows:

- (5) Minor boundary change.
 - b. Conditions.
 - 1. A minor boundary change shall not result in the creation of any additional buildable parcels or tracts. A parcel or tract is considered non-buildable if it cannot comply with the provisions of this chapter, including but not limited to the provisions for nonconforming lots and legal lots of record in section 107-49.
 - 2. No new violations of this chapter shall be created by the action.
 - 3. Such division of land shall not be in conflict with any other state or lawful municipal regulations regarding division of land.
 - 4. The plat of survey parcel(s) shall be considered non-buildable until such time as it comes into compliance with this chapter, and a note shall be filed on the plat of survey indicating this.
 - c. Application. An application for a minor boundary change shall be submitted on a form as established by the zoning administrator, along with an application filing fee as established by the board of supervisors. In addition, all of the following shall be submitted with the application and required fee:
 - 1. A review copy of the plat of survey, including the plat of survey number, describing the areas to be conveyed between the adjacent property owners;
 - 2. Any proposed or required easement agreement;
 - 3. An accompanying sketch plan that demonstrates all site and structure requirements for the zoning district in which the parcels of land are located can be maintained.
 - 4. If applicable, an amended land preservation parcel deed restriction, as described in section 107-72 (8)(b).

SECTION 3. SUBSECTIONS MODIFIED. Chapter 107, Article IV, Section 107-72 § (8)(b) (4) & (5) are hereby amended to read as follows:

4. The following provisions shall apply to the remaining land (i.e. "land preservation parcel") of the parent parcel:
 - (i) The land preservation parcel shall be designated as an outlot on the plat.
 - (ii) The land preservation parcel shall contain a minimum of ten net acres.
 - (iii) The land preservation parcel may not contain any principal dwelling or other principal structure, but may contain existing accessory buildings or structures (such as agricultural buildings) associated with the use of the land preservation parcel.
 - (iv) The land preservation parcel boundaries may be changed in the future through a minor boundary change process, with the recording of an amended deed restriction as described in subsection 5 below. The adjusted land preservation parcel shall meet all requirements described in section 107-72 (8).
5. The deed restriction attached to the land preservation parcel shall be recorded with the plat. The deed restriction will describe the limitations for future development of the land preservation parcel and will include, at a minimum, the following provisions:
 - (i) Other than as stipulated below, no new principal, conditional or accessory uses (including farm dwelling) shall be permitted on the land preservation parcel under the terms of the deed restriction as long as the restriction remains in place.
 - (ii) Subject to applicable zoning and building permit requirements, the deed restriction shall allow, on the land preservation parcel, the construction, reconstruction, alteration, or enlargement of accessory buildings or structures (such as agricultural buildings) associated with the use of the land preservation parcel.
 - (iii) If, in the future, the land preservation parcel subject to the deed restriction meets the county's development requirements in effect at the time development is proposed, the deed restriction may be removed through approval of such proposed development through appropriate platting and zoning applications, including the recordation of a document affirming that the conditions for development approval have been met and the restrictions no longer have force and effect.
 - (iv) If, in the future, the land preservation parcel is involved in a minor boundary change, an amended deed restriction with the updated legal description and including the same limitations for future development as described in this section shall be recorded. The

amended deed restriction shall include reference to the book and page of the previously recorded deed restriction.

SECTION 4. SUBSECTION MODIFIED. Chapter 107, Article V, Section 107-94 § (c)(2) b. 3. is hereby amended to read as follows:

3. Detached accessory structures may be allowed to the front of the principal structure provided the detached accessory structure maintains front yard, side yard and corner side yard principal structure setbacks for the zoning district where the structure is located. An accessory structure shall be considered to be located in front of the principal structure if any portion of the exterior wall of the accessory structure is closer to the front lot line than the exterior wall of the principal structure.

SECTION 5. SECTION MODIFIED. Chapter 107, Article VII, Section 107-147 Use Table, Table 107-147-1 is hereby amended to read as follows:

Institutional and Civic Uses		STD	AG	RR 1/2/ 3	VR	VM	USR	USR- MF	HC	GC	I	CNR	MH
Public Parks and Open Space	Other public recreation facilities, including public campgrounds and dog parks	107- 114(j)	<u>P-G</u>						<u>P-G</u>	<u>P-G</u>		<u>P-G</u>	
	<u>Other public recreation facilities, including dog parks</u>	<u>107- 114(j)</u>	<u>C</u>						<u>C</u>	<u>C</u>		<u>C</u>	

SECTION 6. SECTION MODIFIED. Chapter 107, Article IX, Section 107-180 is hereby amended by revising existing definitions, to read as follows:

Dwelling, two-family, means a building containing two dwelling units that doesn't meet the requirements of an Accessory Dwelling Unit. Also "Duplex."

Two-family dwelling means a building containing two dwelling units that doesn't meet the requirements of an Accessory Dwelling Unit. Also a duplex.

SECTION 7. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 9. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel D. Miller, Linn County Auditor

STATE OF IOWA
COUNTY OF LINN

This instrument was acknowledged before me on the ____ day of _____, 2023, by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

Planning & Zoning Commission on the 15TH day of MAY, 2023.

Public hearing and First consideration on the 30TH day of MAY, 2023.

Second consideration on the 31ST day of MAY, 2023.

Third consideration and final passage on the 7TH day of JUNE, 2023.

Published in the Gazette on the ____ day of _____, 2023.

RESOLUTION NO. 2023-06-

**A RESOLUTION APPROVING AN APPROPRIATIONS TRANSFER
WITHIN THE LINN COUNTY FISCAL YEAR 2023 ANNUAL BUDGET**

WHEREAS, the Linn County Board of Supervisors previously approved the Linn County Fiscal Year 2023 Annual Budget; and,

WHEREAS, it has been determined that it is necessary to transfer appropriations within the Administration area of said budget; and,

WHEREAS, sufficient appropriations are available to provide for the necessary transfer; and,

WHEREAS, said transfer is within the Administration service area, and is made by resolution of the Board of Supervisors in accordance with Iowa Code Section 331.434(6).

NOW, BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors that appropriations within the Linn County Fiscal Year 2023 Annual Budget are revised as follows:

Organization	Transfer
09 Risk Management	\$10,000
01 Board of Supervisors	(\$10,000)

PASSED AND APPROVED this _____ day of June 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

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 duly adopted the foregoing resolution by a vote of

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2023-06-

**A RESOLUTION APPROVING AN APPROPRIATIONS TRANSFER
WITHIN THE LINN COUNTY FISCAL YEAR 2023 ANNUAL BUDGET**

WHEREAS, the Linn County Board of Supervisors previously approved the Linn County Fiscal Year 2023 Annual Budget; and,

WHEREAS, it has been determined that it is necessary to transfer appropriations within the Public Safety and Legal Services area of said budget; and,

WHEREAS, sufficient appropriations are available to provide for the necessary transfer; and,

WHEREAS, said transfer is within the Public Safety and Legal Services service area, and is made by resolution of the Board of Supervisors in accordance with Iowa Code Section 331.434(6).

NOW, BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors that appropriations within the Linn County Fiscal Year 2023 Annual Budget are revised as follows:

Organization	Transfer
24 Medical Examiner	\$75,000
01 Board of Supervisors	(\$75,000)

PASSED AND APPROVED this _____ day of June 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

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 duly adopted the foregoing resolution by a vote of

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor