

WRAP-AROUND SERVICE LETTER OF AGREEMENT

Contract for Wrap-Around Services and Supports

In consideration of the mutual covenants contained in this Agreement, it is agreed as follows:

SECTION 1. IDENTITY OF PARTIES. This Agreement made by and between:

- ◆ The Department of Human Services, an agency of the state of Iowa authorized by *Iowa Code* Chapter 217, here referred to as the Department. The address of the Department is: _____.
- ◆ _____, here referred to as the Contractor. The address of the Contractor is _____.

SECTION 2. PURPOSE OF CONTRACT. The parties have entered into this Agreement for the purpose of retaining the Contractor to _____.

SECTION 3. COMPENSATION. The Department will pay the Contractor for the work described in Section 2 a fee of _____ per _____, not to exceed _____. If the Contractor owes any funds to the state of Iowa, payments under this contract will be held until satisfactory repayment terms have been implemented between the applicable state agency and the Contractor.

SECTION 4. DURATION. This Agreement shall become effective on _____. This Agreement shall remain in effect until _____, or until terminated in accordance with Section 5 of this Agreement.

SECTION 5. DEFAULT AND TERMINATION.

- 5.1 For Cause by the Department.** Failure by the Contractor to observe and perform any condition or obligation created by this Agreement, or failure of the Contractor's services to conform with any specifications noted in Section 2 shall constitute a default event.
- 5.2 Notice of Default.** If the Contractor causes a default event, the Department shall provide written notice to the Contractor requesting that the breach or noncompliance be immediately remedied. The Department may either terminate this Agreement immediately or enforce the terms and conditions of this Agreement.
- 5.3 For Cause by the Contractor.** Failure by the Department to observe and perform any condition or obligation created by this Agreement, or failure to make timely payment for the work performed under this Agreement shall constitute a default event.
- 5.4 Notice of Default.** If the Department causes a default event, the Contractor shall provide written notice to the Department requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues to be evidenced 15 days beyond the date of the written notice, the Contractor may either terminate this Agreement immediately or enforce the terms and conditions of this Agreement.
- 5.5 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Agreement to the contrary, and subject to the conditions in paragraph 5.6, the Department has the right to terminate this Agreement without penalty by giving 60 days written notice to the Contractor if:
- ◆ Funds are de-appropriated or not allocated.
 - ◆ The Department's authorization to conduct its business is withdrawn or there is a material alteration in the programs the Department administers.
- 5.6 Remedies of the Contractor in the Event of Non-Appropriation.** In the event of termination of this Agreement due to non-appropriation, the sole and complete remedy of the Contractor shall be payment for services completed before termination.

5.7 Mutual Agreement. With the mutual consent of both parties upon receipt and acceptance of written notice, the Agreement may be terminated on an agreed-upon date before the end of the term of this Agreement without penalty to either party. The termination date shall not be less than 30 days from the first of the month following the date of notification. The Contractor shall be paid for services completed before termination.

SECTION 6. INDEMNIFICATION. The Contractor agrees to defend, indemnify, and hold the state of Iowa and the Department harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the Department related to or arising from:

- ◆ Any violation of this Agreement.
- ◆ Any negligent acts or omissions of the Contractor.
- ◆ Any failure by the Contractor to comply with all local, state and federal laws and regulations.
- ◆ Any failure by the Contractor to make all reports and any payments required to conduct business in the state of Iowa, pay withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required of the Contractor.

SECTION 7. CONTRACT ADMINISTRATION.

- 7.1 Independent Contractor.** The status of the Contractor is that of an independent contractor. Neither the Contractor nor its employees are considered employees of the Department or eligible for any state employee benefits, including but not limited to, retirement benefits, insurance coverage or paid leave. The Contractor is responsible for payment of all taxes in connection with any income earned from this project.
- 7.2 Compliance With Equal Employment and Affirmative Action Provisions.** The Contractor shall comply with all federal, state, and local laws, rules, and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability.
- 7.3 Confidentiality.** Some data and activities of the Department are confidential. The Contractor shall preserve the confidentiality of such data and activities that are revealed to the Contractor in the performance of this Agreement. The Contractor shall maintain procedures for safeguarding the identified confidential information.
- 7.4 Third-Party Beneficiaries.** There are no third-party beneficiaries to the Agreement. This Agreement is intended only to benefit the Department and the Contractor.
- 7.5 Assignment and Delegation.** This Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
- 7.6 Integration.** This Agreement represents the entire Agreement between the parties. Neither party is relying on any representation that may have been made which is not included in this Agreement.
- 7.7 Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture, or other association of any kind between the parties. Each party is deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived from the Agreement. Unless specifically provided otherwise in this Agreement, neither party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party.
- 7.8 Notices.** Notices under this Agreement shall be in writing. The effective date for any notice shall be the date it is delivered (not the date of mailing). Notices shall be delivered to the address of the party as it appears above, unless the party has given proper notice of a change of address. Delivery may be by certified US Mail with return receipt requested or by recognized overnight delivery service, such as Federal Express or UPS.
- 7.9 Authorization.** Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement.

7.10 Records Retention and Access. The Contractor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the Department throughout the term of this Agreement. Records shall be maintained for a period of at least five years following the date of final payment or completion of any required audit, whichever is later.

The Contractor shall permit the auditor of the state of Iowa or any authorized representative of the state to access, 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 Agreement. Where federal funds are involved, the Contractor shall permit the same actions by the comptroller general of the United States or any other authorized representative of the United States government.

7.11 Additional Provisions. The parties agree that if they attach an addendum, rider or exhibit to this Agreement, then the attachment shall be deemed incorporated into the Agreement by reference.

7.12 Compliance With Laws and Regulations. The Contractor shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The Contractor declares that it has complied with all federal, state and local laws regarding business permit and licenses that may be required to carry out the work to be performed under this Agreement.

7.13 Personnel. The Department reserves the right to require the Contractor to replace its personnel or a subvendor's personnel that the Department finds to be unsuitable for work in the Department environment.

SECTION 8. CERTIFICATION REGARDING CONTRACTOR HISTORY. The Contractor certifies to the best of the Contractor's knowledge and belief that:

8.1 The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

8.2 Within the three-year period preceding this proposal, the Contractor has not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of anti-trust statutes; embezzlement; theft; forgery; falsification or destruction of records; making false statements; or receiving stolen property.

8.3 The Contractor is not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local government entity with commission of any of the offenses listed in paragraph 8.2.

8.4 Within the three-year period preceding this proposal, the Contractor has not had any federal, state, or local public transaction terminated for cause or default.

SECTION 9. EXECUTION. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration (the receipt, adequacy, and legal sufficiency of which are hereby acknowledged), the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

State of Iowa, Department of Human Services

By	By
Title	Title
Date	Date
Tax ID Number	