

CONTRACT DECLARATIONS AND EXECUTION

RFP or Informal Solicitation #	Contract#
ACFS-20-005	ACFS-20-005
Title of Contract	
Parent Partners	

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 Human Services 1305 E. Walnut Des Moines, IA 50319-0114	Agency Billing Contact Name/ Address: Holly Karr-White Wapello CountyDHS P.O.Box457 Ottumwa, Iowa 52501 Phone: (641) 684-3918
Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): Sandy Lint Hoover State Office Bldg. 1305 East Walnut St. Des Moines, IA50319-0114	Agency Contract Owner (hereafter "Contract Owner")/ Address: Jana Rhoads Hoover State Office Bldg. 1305 E. Walnut St. Des Moines, IA 50319-0114
E-Mail: slint@dhs.state.ia.us	E-Mail: jrhoads@dhs.state.ia.us
Phone: 515-281-7269	
Contractor: (hereafter "Contractor")	
Legal Name: Children and Families of Iowa	Contractor's Principal Address: 1111 University Avenue Des Moines, IA 50314
Tax ID#: 42-0680416	Organized under the laws of: State of Iowa
Contractor's Contract Manager Name/Address ("Notice Address"): Janice Schroeder 1111 University Avenue Des Moines, IA 50314	Contractor's Billing Contact Name/Address: Janice Lane 1111 University Avenue Des Moines, IA 50314 Phone: (515) 697-7920
Phone: (515) 697-7920	
E-Mail: janicel@cfiowa.org	

Contract Information	
StartDate: 07/01/19	End Date of Base Term of Contract: 06/30/21
Possible Extension(s): The Agency shall have the option to extend this Contract up to 4 additional 1-year extensions.	
Contractor a Business Associate? Yes	Contractor subject to Iowa Code Chapter 8F? Yes
Contract Include Sharing SSA Data? No	Contractor a Qualified Service Organization? Yes
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	Contract Contingent on Approval of Another Agency: No
Security & Privacy Office Data Confirmation Number: ISPO-18-13	
Contract Payments include Federal Funds? Yes The contractor for federal reporting purposes under this contract is a: Subrecipient DUNS#: 040608754 The Name of the Pass-Through Entity: Iowa Department of Human Services	
CFDA#: 93.556	Federal Awarding Agency Name: Health and Human Services or Children's Bureau
Grant Name: Promote Safe and Stable Families	

Contract Execution


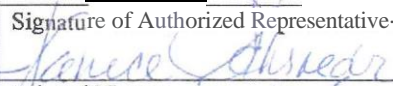
This Contract consists of this Contract Declarations and Execution Section, the attached Certifications (if any), Special Terms, General Terms for Services Contracts, and all Special Contract Attachments. In consideration of the mutual covenants in this Contract and for other good and valuable consideration, 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, Children and Families of Iowa		Agency, Iowa Department of Human Services	
Signature of Authorized Representative: <i>Janice Schroeder</i>	Date: 5/23/2019	Signature of Authc <i>Jen-vR Foxhoven</i>	Printed Name: Jen-vR Foxhoven
Printed Name: Janice Schroeder		Printed Name: Jen-vR Foxhoven	
Title: Executive Director		Title: Director	

Iowa Code Chapter 8F

AB 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:
	5/23/19		5/23/2019
Printed Name:	MICHAEL J. DAYTON	Printed Name:	JANICE SCHROEDER
Title:	BOARD CHAIR	Title:	CEO

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

Definitions in this section correspond with capitalized terms in the Contract.

"**Administrative Costs**" means the costs that may include, but are not limited to such categories as: salary and benefits for administrators and support staff, rent and lease payments, utilities, data collection and data processing costs (excluding administering surveys and processing of data specifically related to Scope of Work 1.3.1.1 through 1.3.1.4), printing, communications equipment and services, and other costs necessary to support the delivery of services.

"**Agency**" means the Iowa Department of Human Services.

"**Agency Parent Partner Liaison(s) or Agency Liaison(s)**" means an Agency staffperson(s) who has been identified by the Agency to be the primary contact(s) for the Parent Partner Coordinator and Parent Partners for addressing needs and concerns within the Service Area.

"**Bidders**" means the organizations that submit Proposals in response to this Request for Proposals (RFP).

"**Bid Proposal or Proposal**" means the bidder's proposal submitted in response to the RFP.

"**Collaboration**" means when communities, agencies, and local organizations join together to provide comprehensive services based on common goals and shared resources. Instead of focusing on individual agendas, collaborative partnerships establish common goals that address problems that lie beyond any single agency or organization's purview yet concern them all. Partners agree to pool resources, jointly plan, implement, and evaluate new services and procedures, and delegate individual responsibility for the outcomes of their joint efforts.

"**Continuing Support Parent Partner Pilot**" means providing an identified demonstration site with continuing mentoring supports, with parents who have substance abuse issues, five to six months after the child protective case has closed.

"**Contractor(s)**" means the organization that has executed a contract with the Agency to provide Parent Partner Approach. This term refers to the organization that is named as the responsible party in the contract and whose authorized representative has signed the contract.

"**Contract Manager or Contract Monitor**" means the Agency staff person or persons accountable to the Contract Owner, acting under the direction and guidance of the Contract Owner for a specific RFP and contract.

"**Contract Owner**" means a manager or administrator within the Agency who has overall responsibility, accountability and authority for the direction and management of the procurement for a specific RFP and contract.

"**Culturally Responsive**" means the ability of individuals and systems to respond respectfully and effectively to people of all cultures, classes, races, ethnic backgrounds, sexual orientations, and faiths or religions in a manner that recognizes, affirms, and values the worth of individuals, families, tribes, and communities, and protects and preserves the dignity of each.

"**Deliverables**" means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through,

Contractor (or any agent, Contractor or subcontractor of Contractor) in connection with any contract resulting from the RFP.

"Family Case Plan" means the individualized, written plan developed by the family decision making team that is designed to achieve safety, permanency, and well-being for a child and family in as expeditious manner as possible. The plan documents compliance with federal requirements and identifies goals, strengths, needs, services, time frames for meeting goals, objectives, desired outcomes, responsibilities for all parties, and reviews progress.

"In-Home Parent Partner Pilot" means providing an identified demonstration site Parent Partner supports to parents who are court-involved for child protection reasons and their children have remained in the home.

"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 accepted by the Agency, such as a General Accounting Expenditure (GAX) form.

"Iowa Parent Partner Approach Handbook: Governing Philosophy, Policy & Protocol or Handbook" means the document attached to this RFP as Attachment F. This document sets forth governing standards, policy and procedures developed to provide continuity and consistency for the Parent Partner program fidelity.

"Lead Parent Partner" means a Parent Partner who has at least two years direct experience as a Parent Partner, has demonstrated the ability to assist the Parent Partner Coordinator, and is approved by the Contract Manager.

"Mental Health Professional or Licensed Clinician" means an individual that meets all of the following conditions: holds at least a master's degree in a mental health field, including but not limited to, psychology, counseling and guidance, social work; holds a current Iowa license required by Iowa licensure law; and has at least two years of post-degree experience supervised by a Mental Health Professional in assessing and treating mental health problems and mental illness.

"Mentoring or Mentor Supports" means providing peer supports from a Parent Partner who has had a similar experience and can provide insights, guidance and hope based on their own experience navigating the child welfare system.

"One-On-One" means the Parent Partner meets with participant face-to-face for approximately one hour or more to provide support and there are no other activities (court hearing, AA meeting, Family Team Decision-Making) taking place at the time of this meeting.

"Parent Partners" means an individual who at one time had their children removed for safety concerns and have since been successfully reunified with their children and are now approved to mentor families whose children are currently removed. See Attachment F for additional Parent Partner eligibility criteria.

"Parent Partner Coordinator or Coordinator" means a person certified to provide oversight and coordination of a Parent Partner Program and day-to-day tasks such as job assignments and programmatic issues.

"Parent Partner Program/Approach" means an approach designed to promote innovative change in social work practice that is unique because it not only celebrates individuals who have overcome obstacles through change, recovery, and accountability, but also uses their skills to mentor families who are currently navigating through the Agency as their children are in foster or kinship care. Parent Partners demonstrate advocacy and effective communication, while holding families accountable in meeting their Family Case Plan goals to provide better outcomes around re-abuse and reunification.

"Parent Partner Management Team" means Contractor's team of statewide leadership staff and the Contract Manager who share in the decision making process regarding the management of the Parent Partner Approach.

"Parent Partner Service Area Steering Committee(s)" means Service Area committee(s) that provides feedback and guidance on Parent Partner Program implementation. Membership is comprised of Parent Partners, Coordinators, Agency Liaisons, and child welfare partners (i.e. domestic violence, substance abuse, mental health, law enforcement, etc.).

"Parent Partner State Advisory Committee" means a statewide committee that provides feedback and guidance on the Parent Partner implementation and success. Membership is comprised of Parent Partners, Coordinators, Contractor Administrators, Contract Manager, and Agency Liaisons.

"Participant" means a parent is involved in the Parent Partner Approach and receiving support as mentee.

"Pilot or Pilot Project" means a small scale implementation conducted in order to evaluate feasibility, time cost, adverse events and improve upon the design prior to full-scale implementation.

"RFP" means the Request for Proposals or Request for Bids (and any Addenda or Attachments thereto) that the Agency issues as part of a formal competitive procurement process for the purpose of soliciting qualified services and scope of work as specified, for the purpose of entering into a contract with the chosen Bidder or Bidders.

"Service Area" means a group of counties the Agency has identified to provide for improved, localized administration of programs. The 99 Iowa counties are divided into five Service Areas.

1.2 Contract Purpose.

The purpose of this Contract is to provide management and implementation of the Parent Partner Approach to supports families involved with the Iowa Department of Human Services (Agency) protective services beginning on July 1, 2019. Contractor will provide the following: development, delivery, and ongoing management of the Parent Partner Approach. Contractor will also provide assistance in establishing Parent Partners on various committees and in presenting DRS/community training and community outreach throughout the state.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide development, delivery, and ongoing management of the Parent Partner Approach. As part of this approach, the Contractor shall provide: Parent Partner mentoring; assistance in establishing Parent Partners on various committees; presentations to Agency/community statewide; training and guidance for Parent Partners; coordinate committees; and other aspects necessary for implementation.

1.3.1.1 Management, Implementation and Work Plan

- A.** Contractor shall provide a work plan and annual budget describing the Parent Partner implementation process for all counties. The work plan shall contain at a minimum:
1. Tasks and subtasks, durations, resources, milestones for Parent Partner and Coordinator recruitment, training, peer support, committee meetings, community outreach, and other items identified in the Deliverables;
 2. Target dates for all milestones including the number of Coordinators, Lead Parent Partners, Parent Partners and families involved;
 3. Strategies and measurements for ensuring the program requirements are met;
 4. Protocols for quality assurance;
 5. All milestone dates identified in the work plan shall be met unless prior approval is received from Contract Manager; and
 6. Annual itemized budget.

1.3.1.2 Parent Partner Operations

A. Target Population

The Contractor shall provide Parent Partner mentoring supports for the Target Population as described in the following section:

1. Out of home placements:

- a. Contractor shall provide mentoring supports to 1,900 parents in all counties for each year of the Contract. Priority for these mentoring supports are families whose children have been removed from their parent's care and/or parents who can only reside with their children under special conditions directed by the courts (e.g. substance abuse treatment or relative care is present). Rural and urban areas shall have the same percentage of the targeted population served.
- b. The contractor shall meet 475 of the mentoring supports for each quarter of the contract year.

2. Pilots: In-Home and Continuing Supports

- b. Contractor shall provide mentoring to 30 parents per year, who participate in court ordered child protective services and the children remain in the home with their parent(s).
- c. Contractor shall provide Continuing Support mentoring to 20 parents per year with known substance abuse after the parents' case is closed.
- d. Agency shall determine if Pilot projects shall be discontinued, remain the same or increase in numbers served based on available funds and Pilot outcomes.
- e. Mentoring provided to the Pilot sites shall be identified and approved by Contract Manager.

B. Parent Partner Program Fidelity:

The Contractor shall maintain the fidelity of the Parent Partner Approach and meet the standards set forth in the Iowa Parent Partner Approach Handbook: *Governing Philosophy, Policy & Protocol and the Iowa Parent Partner Approach Practice Manual*. See Section 3.1.

The Contractor shall implement the following protocol designed to promote fidelity:

1. Contractor shall implement a referral process for families that is easily accessible to potential participants and coordinated with Agency staff. Referrals shall be provided by Agency staff and/or an Agency-approved entity. If the Contractor receives referrals from an entity not approved by the Agency, the Contractor shall receive the Agency's Contract Manager approval prior to accepting the referral.
2. Coordinator shall match a Parent Partner with the family no later than two working days after referral. The Parent Partner must meet with the family within two working days of being assigned and at least twice with the participant One-On-One before the intake is completed. Contractor has up to 90 days to complete the Participant Profile form. See Section 3.4.
3. If the Agency and/or Agency approved entity requests a Parent Partner to attend a Family Team Decision-Making (FTDM) meeting before a formal referral is made, the Parent Partner Coordinator will assign a Parent Partner to attend this meeting if the potential participant agrees. This could be considered a referral for on-going mentoring supports per participant's request.
4. Coordinator and/or Lead Parent Partner shall meet with the family within 90 days of the initial referral date and complete the Participant Profile (Referral/Intake) form per instructions. The information obtained is entered into the database within 30 days of completing the form. Contractor shall utilize a voluntary intake that is engaging and strength-based. See Section 3.4.
5. After the intake is complete, the Parent Partner will meet with the Participant at least two to four times per month based on the Participant's needs. Contractor shall ensure the Parent Partner meets with the assigned Participant and offers supports. The Contractor shall be responsible for assuring the Parent Partner works with the family to complete the Self-Assessment Form (Entry) per instructions no later than 30 days after intake. The information obtained is entered into the database within 30 days of completing the form. See Section 3.5.
6. Contractor shall remain flexible with the number of One-On-One and other face-to-face Parent Partner contacts. The Coordinator/Parent Partner case consultation and the family's needs shall determine frequency and types of contacts. Contractor shall track Parent Partner activity on the Parent Partner Activity Tracking form per instructions and ensure that relevant information is entered into the database within 30 days of completing the form. See Section 3.6.
7. When a family is exiting the program, Contractor shall complete the Self-Assessment form (Exit), Parent Partner Participant Feedback (Exit) form, and Fidelity Checklist and Participant Outcomes forms per instructions and enter relevant information into the database within 30 days of completing the form. See Section 3.7, 3.8 and 3.9.

C. Parent Partner Community Outreach:

Contractor shall provide opportunities for Lead Parent Partners, Parent Partners, and Parent Partners in Training to participate in community and state child welfare opportunities including but not limited to:

- Committees related to child welfare;
 - Child Welfare Agency New Worker orientation;
 - Community Partnerships for Protecting Children (CPPC);
 - Speaking engagements and program awareness;
 - Mount Pleasant Prison Parent Partner DHS Orientation; and
 - Other meetings, trainings and activities.
1. Contractor shall develop a central point(s) of coordination and implementation when responding to request for a participant in a community and/or Agency outreach activity.

2. Contractor shall assess the request and match the most appropriate participant with the activity based on individual skills, knowledge and geographic location.
3. Contractor shall prep the participant prior to the activity and follow-up afterwards.
4. Contractor shall ensure that the participant follows through with assignment.
5. Contractor shall track outreach activities and enter these activities in the database within 30 days of completing the Parent Partner Monthly Activity Tracking forms. See Section 3.6.
6. Contractor shall maintain or exceed comparable level of community outreach identified in Parent Partner Quick Stats, State Fiscal Year 2018. For current levels see Section 3.2.

D. Flexible Funding

1. Contractor shall provide flexible funding to parents for the purpose of meeting the specific needs of families when there are no other available resources to meet these needs. This service will be provided only to parents who are currently being mentored by a Parent Partner. These funds cannot be utilized when there is a similar, readily available resource within the community.
2. Contractor shall develop a protocol, subject to the approval of the Parent Partner Management Team, for equal distribution statewide based on population and need. The protocol shall include but not be limited to a referral/approval process, types of items to be funded, time frame for expenditures, statewide distribution, and other related protocol items.
3. Contractor shall receive approval from the Contract Owner and Contract Manager of the written protocol before utilizing these funds. Contractor shall record this approval on the Exceptions and Approval Tracking log. Contractor shall track and record all expenditures. Contractor shall submit monthly updates on the utilization of the flex-fund expenditure and quarterly summary describing the impact of these funds.

E. Parent Partner Pilots

1. Contractor shall deliver an In-home Pilot Project subject to Agency approval prior to implementation. Contractor shall provide mentoring supports to 30 parents who are receiving court ordered child protective services in instances in which the children remain at home with their parent(s). The location of the In-home Pilot will be determined by the Agency and will start July 1, 2019.
2. Contractor shall develop and implement a Continuing Supports Pilot subject to Agency approval prior to implementation. The location of the Continuing Supports Pilot will be determined by the Agency and will begin July 1, 2019. Contractor shall provide mentoring supports to 20 parents who have substance abuse issues, for five to six months after the child protective and court case closes. Mentoring supports shall start within one month of the court cases closing.
3. Contractor shall develop separate work plans for each pilot. These work plans shall include but are not necessarily limited to:
 - communication strategies with Agency, Parents and Parent Partner staff;
 - written referral process;
 - written procedures and protocols; and
 - develop data collection tools needed and/or work with Agency's database contractor to revise database as needed.

4. For the Continuing Support Parent Partner Pilot, Contractor shall develop a separate tracking mechanism to include but not limited to names, dates, ID number, contracts and attempts, and measureable behavior specific outcomes.
5. Contractor shall submit the implementation plan and tracking form to the Contract Manager for approval.
6. Contractor shall submit quarterly updated work plans with progress notes to the Contract Manager and Contract Monitor no later than 15 days following the end of each quarter.

F. Parent Partner Recruitment and Eligibility Criteria:

All parents must meet eligibility criteria set forth in the Iowa Parent Partner Approach Handbook: *Governing Philosophy, Policy & Protocol*, before being considered a potential Parent Partner mentor. See Section 3.1. In addition to this, the Contractor shall:

1. accept referrals for potential Parent Partner mentors from the Agency.
2. recruit potential Parent Partners from diverse racial and ethnic backgrounds.
3. obtain referrals from other sources but shall not use the non-Agency referred potential Parent Partner until the Agency authorizes the referral.
4. train and coach all Parent Partners accordance with the obligations set forth in Section 3.1.
5. assure that Parent Partners complete all requirements before mentoring and submit approval process documentation once all training and coaching is completed. For more information see Section 3.3.

G. Parent Partner Reimbursement:

Continuity of services through the Parent Partner program is critical to the Program's success, and the relationship between the specific Parent Partner and those being served contributes to continuity. As such, the Contractor shall compensate Parent Partners, Parent Partners in Training, Parent Partners in Training Mentoring, and Lead Parent Partners at a competitive retention and reimbursement rate for time and expenses for all Parent Partner related activities, including but not limited to mentoring supports, training, presentations, conferences and meetings. Contractor may vary Parent Partner compensation rates as necessary to foster the continuity of services, to maintain Parent Partner relationships with those being served, and to maintain comparable retention rates throughout the state.

H. Parent Partner Coordinators and Lead Parent Partners

Contractor shall provide an adequate number of qualified Parent Partner Coordinators and Lead Parent Partners to sustain statewide implementation and operations to support Parent Partners. For Parent Partner Coordinator and Lead Parent Partners responsibilities see Section 3.I.

1. The Contractor shall provide Coordinators with the following minimum qualifications:
 - a. Iowa Parent Partner Coordinator Certification within six months of employment. See Section 3.1.
 - and**
 - b. a Bachelor Degree in human services or a related field from an accredited four year college recognized by the Council for Higher Education Accreditation (CHEA) with minimum of two years of full time experience in Child Welfare Services; *or*
 - c. a Masters Degree in human services or related field from an accredited college or university; *or*
 - d. an Associate of Arts Degree plus four years of full time experience in Child Welfare Services;

- e. candidates who do not meet education requirements but have a combination of education and experience will be reviewed on an individual basis by the Agency Contract Manager and/or Owner.
2. Parent Partner Coordinators
Contractor shall provide an adequate number of qualified Parent Partner Coordinators to sustain statewide implementation and operations to support Parent Partners.
3. Contractor shall maintain the following Parent Partner/Coordinator ratio:

Coordinator	Lead Parent Partner	ff of Cases	# Parent Partners	Maximum ff of cases per Parent Partner
Fulltime Coordinator	No Lead Parent Partner	150	10	15
Fulltime Coordinator	Lead Parent Partner	225	15	15
½ Coordinator (20-30 hrs. per week)	No Lead Parent Partner	75	5	15
½ Coordinator (20-30 hrs. per week)	Lead Parent Partner	105	7	15

I. Administration

Contractor shall provide administration staff to manage all aspects of the Parent Partner Approach identified herein. Leadership administrative staff shall have the following minimum qualifications:

1. Bachelor's Degree in human services or a related field from an accredited four year college recognized by the Council for Higher Education Accreditation (CHEA) with minimum of four years of full time experience in Child Welfare Services with at least two of these years in administration; or
2. A Master's Degree in human services or related field from an accredited college or university with two years of **full** time experience in Child Welfare Services.
3. Candidates who do not meet education requirements but who have a combination of education and experience will be reviewed on an individual basis by the Contract Manager and/or Owner.

J. Mental Health Support for Parent Partners

Contractor shall provide a master-level Licensed Clinician to facilitate monthly group support sessions for Parent Partners. The Licensed Clinician shall be available as needed for individual sessions to assist with assessing needs and to facilitate problem solving. For additional requirements see Section 3.1.

1.3.1.3 Training, Steering Committees and Support

A. Required Parent Partner Training

Contractor shall provide required training for all individuals who will be providing mentoring services under the Parent Partner program.

1. Contractor shall provide the training known as the Building a Better Future (BABF). See Section 3.1. The training shall be a three-day course for all Parent Partners, Coordinators and Agency staff involved with the Parent Partners and/or Parent Partners assigned to families on their caseload. The training

shall have Parent Partner, Agency and Community partners/providers equally represented. This training shall be implemented with two approved trainers, a Parent Partner and a professional well versed in the Parent Partner program. See Section 3.1.

2. Contractor shall ensure BABF trainers complete the required criteria to become an approved trainer. Contractor shall only use trainers who have been approved through coaching and mentoring by a master trainer and approved by the Contract Manager. For more information on trainer qualification see Section 3.1.
3. Contractor shall assure that each Parent Partner receives all the supplemental training, identified in Section 3.1. These trainings may be provided by a qualified professional who demonstrates the ability and commitment to meeting the training objectives identified in Section 3.1. All supplemental training (other than BABF) may be delivered individually, in a group setting, or by media.
4. Contractor shall assure that all Parent Partners receive trainings one through five before One-On-One mentoring can begin and remaining trainings by the end of one year.
5. Contractor shall provide a minimum of seven BABF and all supplemental trainings per year.
6. Contractor shall coordinate Parent Partner trainings including, but not limited to: recruiting participants, securing a location, scheduling appropriate trainers, and providing training materials and supplies.
7. Contractor shall disseminate training certificates to participants and track required trainings for each Parent Partner.
8. Contractor shall submit required Parent Partner documentation for state approval, training sign-in sheets and daily and overall evaluations, trainer bios, and training materials to Agency Contract Manager and Agency Contract Monitor.

B. Career Development

Contractor shall develop a plan and assist Parent Partners in the multi-faceted career development program.

1. The plan shall include but not be limited to a referral process, equal access for Parent Partners statewide, identification services and supports being offered, and any other items related to implementation of career development.
2. Programming shall be in partnership with existing resources including but not limited to Workforce Development, community colleges, county extensions and other related resources.
3. Programming options shall include but not be limited to providing education on all economic supports available to assist Parent Partners, financial education, resume and interviewing skill development, and career selection education.
4. Contractor shall submit the plan to the Contract Manager for approval.
5. The progress of implementation according to the Agency approved plan shall be included in the quarterly reports.

C. Parent Partner Management Team

The Parent Partner Management Team shall meet monthly and consist of the Contractor leadership staff from each Service Area, Statewide Coordinator, and Agency's Contract Manager. The Parent Partner Management Team shall have at least three former Parent Partners. If the Contractor's leadership does not have at least three former Parent Partners, Contractor shall appoint a current Parent Partners Lead or a Parent Partner to the management team.

D. Parent Partner Service Area Steering Committees

In Collaboration with Agency staff, Contractor shall establish Parent Partner Service Area Steering Committee(s) that meet at least quarterly to discuss implementation strategies and progress of activities. Each Service Area shall have at least one steering committee but may require more. Contractor shall be responsible for all coordination and logistics including, but not limited to: scheduling, securing a location, developing and implementing agenda, recording meeting minutes, and providing necessary materials. See Section 3.1.

E. Parent Partners' Policy and Practice Recommendation Team

Contractor shall develop a protocol and structure for incorporating statewide Parent Partners collective feedback on recommendations for child welfare policy and practice changes. This structure shall integrate feedback from the local program, Parent Partner Service Area Steering Committees and Advisory Committee. Contractor shall develop and implement a team of Parent Partners with representation from each service areas. This team shall meet quarterly to discuss and compile recommendations and meeting minutes shall serve as documentation and shall be submitted quarterly to the Contract Manager. Annually, formal recommendations for child welfare policy and practice changes shall be submitted to the Contract Manager.

F. Parents Partner Advisory Committee

Contractor shall be responsible for coordinating the Parent Partner Advisory Committee, semi-annually in the Des Moines area. Three representatives (Parent Partner, Coordinator and Agency Liaison) from each Parent Partner program shall attend and provide feedback on implementation process, training improvement, policy recommendation and peer support activities. Contractor shall coordinate all aspects of the advisory committee including, but not limited to: scheduling, notifying participants; securing and paying for the location; developing and implementing agenda meeting minutes; providing necessary materials; and disseminating and collecting feedback and evaluations. See Section 3.1.

G. Annual Summit

Contractor shall organize an annual summit in the Des Moines area. Contractor shall coordinate a planning committee and facilitate four to six summit planning committee meetings (face-to-face and/or conference calls) that include Parent Partners to assist in identifying topics, keynote speakers, workshops, presenters, etc. Contractor shall coordinate all aspects of the summit including, but not limited to: scheduling the event; recruiting participants; securing and paying for the location; retaining presenters; developing and implementing agenda; necessary materials and disseminating and collecting evaluations.

H. Maintain SharePoint, Database and Materials

1. Contractor shall maintain the established Parent Partner Agency's SharePoint in cooperation with the Agency Contract Manager.
2. Contractor shall manage the Parent Partner SharePoint by posting and updating relevant materials, establishing a calendar of events, and assisting with access to the SharePoint.
3. Contractor shall communicate and coordinate with the Agency and the Agency's Database Contractor, University of Nebraska-Lincoln (UN-L), to ensure the database is functioning correctly.

4. Contractor shall coordinate with Agency's Database Contractor, UN-L, to assist in identifying and resolving any issues.
5. Contractor shall instruct and monitor appropriate staff on how to utilize the database and ensure that data is being entered accurately.
6. Contractor shall revise existing forms and materials and develop new documents pertaining to the management of the program as needed based on feedback from the Service Area Steering and State Advisory Committee, with approval by the Contract Manager.
7. Contractor shall provide each Parent Partner with the Parent Partner Practice Guide, toolkits, folders and any other items needed to be used for mentoring.

1.3.1.4 Reporting, Evaluation and Quality Assurance

- A. Contractor shall complete, collect, track and maintain files for all the required forms identified in Parent Partner Program Fidelity, Section 1.3.1.2.B.
 1. Protocols shall be developed and followed for handling confidential information. This protocol will be submitted to Contract Manager for approval.
 2. All completed form information shall be entered into the database within 30 days of completion.
- B. Contractor shall submit monthly, quarterly and annual reports.
 1. Monthly reports shall give updates on targeted activities identified in the approved work plan and submitted with monthly Invoices by the 15th of each month.
 2. Quarterly reports (See Section 3.10) shall be submitted by January 15, April 15, July 15 and October 15 each year.
 3. Annual reports shall include a summary of the collected information for each of the four quarters and be submitted no later than August 15 each year.
- C. Annually, the Contractor shall evaluate the data entered from the outcome forms and write an analysis of the scores accumulated on the Family Self-Assessment (Exit), Fidelity Checklist & Family Outcome and Family Feedback surveys. This evaluation shall be submitted with the Annual report no later than August 15 of each year.
- D. Monthly, the Contractor shall ensure clients are receiving face-to-face visits by developing and implementing a protocol to conduct random phone audits.
 1. Contractors' leadership shall conduct weekly and monthly phone audits and document these phone calls.
 2. Quarterly, Contractor shall submit a summary of the phone audits with the quarterly report.

Agency Responsibilities.

Agency will provide Contractor access and instructions to the Parent Partner database and SharePoint. Agency will provide Contractor relevant Parent Partner materials that have been developed including, but not limited to: manuals, forms, and evaluation.

1.3.2 Performance Measures.**A. Performance Measure**

Contractor shall submit the draft work plan and itemized budget identified in Section 1.3.1.1A to the Agency no later than 15 days after execution of the Contract. Contractor shall obtain the Agency's acceptance of the work plan no later than 30 days following execution of the Contract. The Contractor shall submit a current work plan and annual itemized budget prior to the yearly contract renewal date to the Agency. The Contractor shall obtain Agency's acceptance of the work plan no later than 60 days following execution of the renewal.

B. Performance Measure

Contractor shall provide mentoring supports that conform to the following contractual requirements: 95% of the 1,900 parents served statewide identified in Section 1.3.1.2 A1 shall complete the Parent Partner Self-Assessment (Entry) form and 80% of the 1,900 parents served, and were being mentored when the DHS case closed, shall complete the Parent Partner Self-Assessment form (Exit).

C. Performance Measure

100% of the quarterly reports shall be submitted to the Contract Manager within 15 days of the end of each quarter. An annual report shall be submitted by August 15 each year. Reports will demonstrate ongoing active supports for children and families served.

D. Performance Measure

Contractor shall ensure that 95% of the following forms are completed and the information is entered in the database within 30 days of completing the forms.

- Participant Profile (Referral/Intake)
- Self-Assessment (Entry)
- Self-Assessment (Exit)
- Fidelity Checklist & Family Outcome
- Parent Partner Monthly Activity Tracking Form

E. Performance Measure

Contractor shall ensure that 85% of families of 1,900 parents served statewide identified in Section 1.3.1.2 A1 will have improved Family Self-Assessment scores on their Exit Self-Assessment compared to their Retrospective Self-Assessment on at least three of the self-assessment measures. Improved scores are defined as a "one" scale point or greater improvement.

F. Performance Measure

The Contractor shall implement 100% of the quantity of activities identified for each of the Outreach Activities in Section 3.2, Parent Partner Quick Stats, State Fiscal Year 2018.

G. Performance Measure

1. Contractor shall submit 95% of all the training documentation including training outline, trainer bios, and sign-in sheets to Contract Manager within 30 days of completion of the identified training or event.
2. Contractor shall submit training participant evaluations on all trainings organized by the Contractor to the Contract Manager within 30 days of completion. A summary of the participant evaluations shall be included. On a Likert scale of five, participants overall score shall be an average of 3.5 or better.

1.3.2 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:
 - Contract Manager reviews all documentation and confirms all documentation was received within identified timeframes. Database entries will be monitored by Contract Manager to ensure consistency and verify accuracy. All evaluations for families, Parent Partners and training participants will be monitored to ensure that Performance Measures are met. Site visits, monthly and quarterly reports will be utilized to monitor the numbers of families being served.

1.3.3.2 Agency Review Clause. 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 semi-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 \$18,570,000.00 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>
07/01/19 - 06/30/20	\$3,095,000.00
07/01/20 - 06/30/21	\$3,095,000.00
07/01/21 - 06/30/22	\$3,095,000.00
07/01/22 - 06/30/23	\$3,095,000.00
07/01/23 - 06/30/24	\$3,095,000.00
07/01/24 - 06/30/25	\$3,095,000.00

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

1.3.4.2 Payment Methodology.

The Contractor may Invoice the Agency in twelve equal monthly installments of the amount set forth in the Payment Table above for the current state fiscal year for work performed pursuant to Section 1.3, Scope of Work. Each month, the Contractor may Invoice for 90% of the total monthly amount. The Agency will withhold the remaining 10% of the monthly amount.

For each quarter of the contract year that the Contractor meets the quarterly expectation of the Mentoring Supports as defined in 1.3.1.2(A)(1) "Out of Home Placements," as strictly and solely determined by the Agency, the Contractor may Invoice for the retained value the Agency withheld for the previous quarter. The Contractor shall not be paid more than \$3,095,000.00 for each fiscal year that they meet this measure.

The Agency reserves the right to increase and/or decrease funding based on the outcomes of the pilots and/or the availability of funding.

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. 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 External Funds. In the interest of providing a uniform state program, Contractor shall restrict funding for the Parent Partner's program to only those funds provided through this Contract, with the sole exception that the Agency may, in its sole discretion, provide prior written approval for Contractor's receipt of anything of value provided by third parties on a case-by-case basis.

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 Business Associate Agreement. The Contractor, acting as the Agency's Business Associate, performs certain services on behalf of or for the Agency pursuant to this Contract that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Agency's website:

<http://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

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

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

SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

1.1 Definitions. Definitions in this section correspond with capitalized terms in the Contract.

"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 General Terms for Services Contracts, the Special Terms, and any Special Contract Attachments, 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.

"Force Majeure" means 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. 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.

"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 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.

1.2 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.

1.3 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.

1.4 Compensation.

1.4.1 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.

1.4.2 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.

1.4.3 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.

1.5 Termination.

1.5.1 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:

1.5.1.1 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;

1.5.1.2 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;

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

1.5.1.4 The Contractor terminates or suspends its business;

1.5.1.5 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;

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

1.5.1.7 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;

1.5.1.8 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;

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

1.5.1.10 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.

25.2 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.

25.3 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:

- 25.3.1** 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
- 25.3.2** 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

25.3.3 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

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

25.3.5 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.

25.4 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.

25.5 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.

1.6 Reserved. (Change Order Procedure)

1.7 Indemnification.

1.7.1 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:

1.7.1.1 Any breach of this Contract;

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

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

1.7.1.4 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;

1.7.1.5 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.

1.8 Insurance.

1.8.1 Insurance Requirements. The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract, which includes any extensions or renewals

thereof. The Contractor's insurance shall, among other things:

1.8.1.1 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.

2.8.1.2. 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

2.8.1.3 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.

1.8.2 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.

1.8.3 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.

1.8.4 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.

1.9 Ownership and Security of Agency Information.

1.9.1 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.

1.9.2 Foreign Hosting and Storage Prohibited.

Agency Information shall be hosted and/or stored within the continental United States only.

1.9.3 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.

1.9.4 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.

2.9.5 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.

2.9.6 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 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 protocols and procedures. By way of example only, see Iowa Code 8B.23, <http://secureonline.iowa.gov/links/index.html>, and <https://ocio.iowa.gov/home/standards>.

2.9.7 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.

2.9.8 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.

2.9.9 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.

2.9.10 Contractors that are Business Associates. If the Contractor is the Agency's Business Associate, and there is a conflict between the Business Associate Agreement and this Section 2.9, the provisions in the Business Associate Agreement shall control.

1.10 Intellectual Property.

1.10.1 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.

2.10.2 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.

2.10.3 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 2.10, *Intellectual Property*.

2.10.4 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.

2.11 Warranties.

2.11.1 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 2.11.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

2.11.2 Contractor represents and warrants that:

2.11.2.1 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;

2.11.2.2 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

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

2.11.3 The Contractor represents and warrants that:

2.11.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and **2.11.3.2** The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

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

The warranty provided in this Section 2.11.3 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.

2.11.4 The Contractor represents and warrants that the Deliverables shall:

2.11.4.1 Be free from material Deficiencies; and **2.11.4.2** 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.

2.11.5 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.

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

2.11.7 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.

2.12 Acceptance of Deliverables.

2.12.1 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.

2.12.2. Reserved. (Acceptance of Software Deliverables)

2.12.3 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.

2.13 Contract Administration.

2.13.1 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).

2.13.2 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.

2.13.3 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.

2.13.4 Compliance with the Law. 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.

2.13.4.1 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.

2.13.4.2 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 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

2.13.4.3 Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.13.4 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.

2.13.4.4 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.

2.13.4.5 If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor

acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

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

2.13.6 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.

2.13.7 Amendments. This Contract may only be amended by mutual written consent of the parties, with the exception of (1) the Contract end date, which may be extended under the Agency's sole discretion, and (2) the Business Associate Agreement, which may be modified or replaced on notice pursuant to Section 1.5, *Business Associate Agreement*. 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.

2.13.8 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.

2.13.9 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.

2.13.10 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.

2.13.11 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.

2.13.12 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.

2.13.13 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.

2.13.14 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.

2.13.15 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.

2.13.16 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.

2.13.17 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.

2.13.18 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.

2.13.19 Notice. With the exception of the Business Associate Agreement, as set forth in Section 1.5, *Business Associate Agreement*, 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.

2.13.20 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.

2.13.21 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.

2.13.22 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.

2.13.23 Authorization. The Contractor represents and warrants that:

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

2.13.23.2 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.

2.13.24 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.

2.13.25 Records Retention and Access.

2.13.25.1 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 or flowa 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, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

2.13.25.1.1 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.

2.13.25.1.2 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.

2.13.25.1.3 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.

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

2.13.25.2 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.

2.13.26 Audits. Local governments and non-profit subrecipient entities that expend \$750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200. A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See the OMNI Circular, Section 200.330, Subrecipient and Contractor Determinations for a discussion of subrecipient versus contractor (vendor) relationships. The Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within two (2) Business Days following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

2.13.27 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.

2.13.28 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.

2.13.29 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.

2.13.30 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 2.7, *Indemnification*, and all subparts thereof; (5) Section 2.9, *Ownership and Security of Agency Information*, and all subparts thereof; (6) Section 2.10, *Intellectual Property*, and all subparts thereof; (7) Section 2.13.10, *Choice of Law and Form*; (8) Section 2.13.16, *Joint and Several Liability*; (9) Section 2.13.20, *Cumulative Rights*; (10) Section 2.13.24 *Successors In Interest*; (11) Section 2.13.25, *Records Retention and Access*, and all subparts thereof; (12) Section 2.13.26, *Audits*; (13) Section 2.13.27, *Reimbursement of Audit Costs*; (14) Section 2.13.35, *Repayment Obligation*; and (15) Section 2.13.39, *Use of Name or Intellectual Property*.

2.13.31 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.

2.13.32 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.

2.13.33 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. 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.

2.13.34 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.

2.13.35 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.

2.13.36 Reporting Requirements. If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

2.13.37 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.

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

2.13.39 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.

2.13.40 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.

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

2.14 Contract Certifications. The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency

within twenty-four (24) hours from the date of discovery.

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

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

2.14.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

By signing this Contract, the Contractor is providing the certification set out below:

2.14.2.1 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.2 The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

2.14.2.3 The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Agency for assistance in obtaining a copy of those regulations.

2.14.2.4 The Contractor agrees by signing this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

2.14.2.5 The Contractor further agrees by signing this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

2.14.2.6 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

2.14.2.7 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

2.14.2.8 Except for transactions authorized under Section 2.14.2.4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.9 The Contractor certifies, by signing this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

2.14.3 Restriction on Lobbying.

This section is applicable to all federally-funded contracts.

Title 45 of the Code of Federal Regulations, Part 93 sets conditions on the use of Federal funds supporting this Contract. The Contractor shall comply with all requirements of CFR Part 93 which is incorporated herein as if fully set forth. No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an employee of the agency (as defined in 5 U.S.C.552(f)), a member of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

2.14.3.1 The Contractor shall file with the Agency a certification form, set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.

2.14.3.2 The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR §93.100 if paid for with appropriated funds. All disclosure

forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

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

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

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

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

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

2.14.4 Certification Regarding Drug Free Workplace

2.14.4.1 Requirements for Contractors Who are Not Individuals. If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

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

2.14.4.1.2 Establishing a drug-free awareness program to inform employees about:

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

2.14.4.1.3 Making it a requirement that each employee to be engaged in the performance of such

contract be given a copy of the statement required by Subsection 2.14.4.1.1;

2.14.4.1.4 Notifying the employee in the statement required by Subsection 2.14.4.1.1 that as a condition of employment on such contract, the employee will:

- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

2.14.4.1.5 Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction;

2.14.4.1.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

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

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

2.14.4.3 Notification Requirement. The Contractor shall, within thirty (30) days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

- 2.14.4.3.1** Take appropriate personnel action against such employee up to and including termination; or
- 2.14.4.3.2** Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

2.14.5 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 a conflict of interest. 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:

- 2.14.5.1** Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or
- 2.14.5.2** 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
- 2.14.5.3** 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.

2.14.6 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.

2.14.7 Certification Regarding Iowa Code Chapter

SF. If the Contractor is or becomes subject to Iowa Code chapter 8F during the entire term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:

2.14.7.1 As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

2.14.7.2 The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

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

2.14.7.3.1 Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

2.14.7.3.2 Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

2.14.7.3.3 Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

2.14.7.3.4 Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

2.14.7.3.5 Any changes in the information submitted in accordance with Iowa Code §8F.3

2.14.7.3.6 A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in

full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

2.14.7.3.7 In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

2.14.8 Reserved. (*Food and Nutrition Services Funded Contract*).

