

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Wednesday, June 5th, 2024** at 9:00 A.M. in the public meeting room at the Des Moines County Courthouse.

8:30 AM -Work Session: Board of Supervisors: Review of Weekly Business

PUBLIC NOTICE – the meeting can be viewed by live stream at <https://desmoinescounty.iowa.gov/live/> Anyone with questions during the meeting may email the Board of Supervisors at board@dmccounty.com OR call 319-753-8203, Ext 4

TENTATIVE AGENDA:

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Correspondence
5. Discussion / Vote:
 - A. Requesting Assistance in Obtaining a Grant for the Workforce Housing Tax Credits
 - B. DCAT4-25-011 – Systems of Care Mental Health Wrap-Around Contract
 - C. Approval of Department Letters of Appointment FY2024/2025
 - D. Resolution #2024-031 and Final Plat of 1st Addition to Frank Timber Subdivision
 - E. Resolution #2024-032 Terminating the 28E Agreement with the Iowa Precinct Atlas Consortium
 - F. Accounts Payable Claims
 - G. Personnel Actions –
 1. Local Health (1)
 2. Conservation (1)
 - H. Reports –
 1. Veterans Affairs Monthly Report, May 2024
 - I. Minutes for Regular Meeting on May 28th, 2024
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Session Following the Meeting:

BOS / County Engineer

RE: Road Tour

CONTRACT DECLARATIONS AND EXECUTION

Intergovernmental Contract: Non-State Agency

RFP or Informal Solicitation #	Contract #
N/A	DCAT4-25-011

Title of Contract
Systems of Care Mental Health Wrap-around

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

Contractor: (hereafter "Contractor")	
<p>Legal Name: Des Moines County</p>	<p>Contractor's Principal Address: PO Box 248 Burlington, Iowa 52601</p>
<p>Tax ID #: 426004310</p>	<p>Organized under the laws of: Iowa</p>
<p>Contractor's Contract Manager Name/Address ("Notice Address"): Tom L. Broeker PO Box 248 Burlington, Iowa 52601 Phone: (319) 753-8203 E-Mail: broekert@dmcounty.com</p>	<p>Contractor's Billing Contact Name/Address: Tami Gilliland 615 South Jefferson Street Sigourney, Iowa 52591 Phone: (641) 622-2383</p>

Contract Information	
Start Date: 07/01/24	End Date of Contract: 06/30/25
Possible Extension(s): N/A	
Contract Contingent on Approval of Another Agency: No	ISPO Number: N/A
	DoIT Number: N/A
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	Contract Include Sharing SSA Data? No
Contractor a Business Associate? Yes	Contractor a Qualified Service Organization? No
Contractor subject to Iowa Code Chapter 8F? No	Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No
Contract Payments include Federal Funds? No	

Contract Execution

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

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

Contractor, Des Moines County	Agency, Iowa Department of Health and Human Services
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name: Tom L. Broeker	Printed Name: Matt Majeski
Title: Des Moines County Board of Supervisors Chairperson	Title: Service Area Manager
Date:	Date:

Jefferson/Keokuk/Van Buren/Washington Decategorization Board
Signature of Authorized Representative:
Printed Name: Dale House
Title: Board Chairperson
Date:

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

"Contract Monitor" means: Decategorization Project Executive Director. The person with whom the Contractor should first contact concerning this contract. All billings, reports, and other documentation shall be sent to this person. Contact and mailing information: Tammy Wetjen-Kesterson, Decat Executive Director Jefferson/Keokuk/Van Buren/Washington Decat Project, 744 Clinton Ave, Marengo, Iowa 52301, phone (319) 321-5730, email: jkbwdecatandcppc@gmail.com.

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

"Decat Board" means: The Jefferson/Keokuk/Van Buren/Washington Decategorization Project Governance Board, established under Iowa Code Section 232.188 and Iowa Administrative Code Chapter 153. The Decat Board is comprised of representatives of County Boards of Supervisors for Jefferson, Keokuk, Van Buren, and Washington Counties, Iowa Department of Health and Human Services, and the 8th Judicial District Juvenile Court Services, and is responsible for the management of funds allocated to the Jefferson/Keokuk/Van Buren/Washington Decategorization Project.

"Systems of Care" is a spectrum of community-based services and supports for children and youth with or at risk for mental health or other challenges and their families. The services are organized into a coordinated network, build partnerships with families and youth, and addresses cultural and linguistic needs, in order to help them to function better at home, in school, in the community and throughout life. Examples of services provided under the Systems of Care model include education to families regarding available mental health and physical health services; coordination and monitoring of additional services; in-home visitation; and support and advocacy in school and professional settings.

1.2 Contract Purpose.

The parties have entered into this Contract for the purpose of retaining the Contractor to provide Systems of Care services to families with minor children in Appanoose, Davis, Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Mahaska, Monroe, Van Buren, Wapello, and Washington Counties not served through existing programs and funding sources.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

1.3.1.(A). Contractor will ensure services will be provided through a Systems of Care model, to families with children ages 3 through 17 years old, living in Appanoose, Davis, Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Mahaska, Monroe, Van Buren, Wapello, and Washington Counties.

1.3.1.(B). Contractor will develop and implement a referral process for organizations serving families and children in Appanoose, Davis, Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Mahaska, Monroe, Van Buren, Wapello, and Washington Counties. Referrals to this program may be received from a variety of helping service professionals including health care, mental health care, educators, Iowa Department of Health and Human Services, Juvenile Court Services, family support programs, and law enforcement.

1.3.1.(C). Families shall be contacted within 72 hours of referral.

1.3.1. (D). Prior to initiating services, the Contractor shall verify that served families have no other means of paying for services such as Medicaid, private insurance, or other government payment sources such as Medicaid, Family, Safety, Risk, Permanency (FSRP), and Behavioral Health Intervention Services.

1.3.1. (E). System of Care Services shall be provided face-to-face, by phone and by email when appropriate.

1.3.1. (F). A customer satisfaction survey to be utilized near the end of the fiscal year to assess client satisfaction with the program.

1.3.1. (G). The Contractor will provide complete and accurate billings with appropriate backup documentation.

1.3.1(H). The Contractor will provide complete and accurate quarterly reports by:

- Fiscal Year 1st Quarter- October 20th
- Fiscal Year 2nd Quarter- January 20th
- Fiscal Year 3rd Quarter- April 20th
- Fiscal Year 4th Quarter- July 20th

1.3.1(I). The Contractor will submit a year-end performance report to the Contract Monitor by July 20, that at a minimum includes:

- a. Number of families and children served by age, service type and county
- b. Number of children that remained in the home during participation
- c. Number of parents that formally entered or re-entered the HHS system
- d. Number of youth that remained in school while enrolled in the program
- e. Problems and barriers to success of program will be noted in quarterly report
- f. Success story or profile of program or participants
- g. Results of program evaluations completed by referring organizations and program participants
- h. Number of referrals made for additional services and community supports, such as Early Access, mental health, physical health, dental services, housing, food, educational, child care, respite care, and other services that support overall child welfare.

1.3.2 Performance Measures.

1.3.2.(A). 85% of clients do not re-offend while being treated within this fiscal year.

1.3.2. (B). 85% of school age clients remained in school through the current school year.

1.3.2. (C). 85% of clients remained in the home (were not placed outside the home or hospitalized).

1.3.2. (D). 90% of families will receive education regarding available mental health services, and support and advocacy in school and professional settings.

1.3.2. (E). 100% of all billings submitted will be accurate and have appropriate documentation.

1.3.2. (F). 100% of all quarterly and year-end reports submitted will be accurate and be received by deadline.

1.3.3 Monitoring, Review, and Problem Reporting.

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

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

On a monthly basis:

- a. The Contract Monitor will reconcile the monthly reimbursement/expenditure claims for timeliness and accuracy and to ensure documentation supports the reimbursement request.
- b. The Contract Monitor will document verification of expenses by initialing and dating all GAX statements and presenting them to the Agency's Contract Manager for payment.
- c. The Contract Monitor will analyze the Contractor's year-to-date utilization and projected year-end utilization of contract funds.

On a quarterly basis:

- d. The Contract Manager or designee will validate the Contractor's performance by inspection of required progress reports to determine if the Contractor satisfactorily provided the deliverables and met performance measures as described in the Scope of Work section.

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

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

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

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

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

1.3.4 Contract Payment Clause.

1.3.4.1 Pricing. In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$30,000.00 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>
07/01/24 - 06/30/25	\$30,000.00

1.3.4.2 Payment Methodology.

In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated \$30,000.00 at the following rates for direct services:

- \$25.84 per unit for case management services
- \$26.39 per unit for Individual Behavioral Intervention Services
- \$25.84 per unit for Behavioral Intervention Services with family
- \$25.84 per unit for meeting participation (Individual Education Plans, Probation, Court)
- \$149.71 Initial Evaluation
- \$118.97 60-minute individual therapy
- \$108.16 45-minute individual therapy
- \$70.59 30-minute individual therapy
- \$112.53 Family therapy
- \$62.77 Group therapy
- \$138.33 60-minute crisis services
- \$53.30 Each additional 30 minutes of crisis services

Expenses for direct services related to therapeutic recreation activities, which are submitted with appropriate documentation, will be reimbursed at actual cost.

The Contractor will be reimbursed for expenses with documentation showing expense and payment. Those would include: Systems of Care services in Section 1.3.1(A)., outreach materials and supplies, mileage with submission of mileage sheet, staff training and travel cost associated with training.

There are no indirect fees for the Contractor.

Claims are due the 20th of the month after the end of month of service.

Payment aligns with contract performance expectations and other terms and conditions of this contract. Payment shall be withheld, in the event that required quarterly program performance reports or planning, and implementation reports are delinquent or proper documentation is not

provided, until such time as the delinquency is corrected.

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 before making payment. The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 1st, the Contractor may submit the late claim(s). The Agency may require a justification from the Contractor for the untimely submission. The Agency may reimburse the claim if funding is available after the end of the state fiscal year. If funding is not available after the end of the state fiscal year, the Agency may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

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

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

1.4 Insurance Coverage.

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

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million

	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

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

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

- Provide certification of compliance with a minimum of one of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, HIPAA/HITECH, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and annually thereafter. Passed means no unresolved high or critical findings.

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

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

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: NIST 800-53, NIST Cybersecurity Framework, HITRUST, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire.

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

1.5.5 Business Associate. If the Contractor is designated as a Business Associate through this Contract, the Contractor agrees to follow Section 3.2 of the Contingent Terms for Service Contracts. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum ("BAA"), and any amendments thereof, as posted to the Agency's website: <https://hhs.iowa.gov/media/2904/download?inline=>.

1.6 Reserved. (Labor Standards Provisions.)

1.7 Reserved. (Additional Terms.)

**IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SECTION 2. GENERAL TERMS FOR SERVICE CONTRACTS WITH NON-IOWA STATE
AGENCIES**

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

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

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results 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 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 Chapter 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”** or **“Application”** 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, subjects, or applicants of Agency services and recipients of Contract services including, but not limited to protected health information (45 C.F.R. § 160.103), personal information (Iowa Code § 715C.1(11)), reportable disease information (Iowa Code § 139A.3, 641 IAC chapter 1), medical records (Iowa Code § 22.7(2)), immunization information (641 IAC 7.11), public health information (Code of Iowa, Title IV), substance use treatment information (42 CFR Part 2), 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.

“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 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 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.

“Equipment” means as any item costing \$5,000 or more and having an anticipated life of one year or more.

“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.

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

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

2.2 Duration of Contract. The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the

end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.

2.3 Scope of Work. The Contractor shall provide the necessary facilities, materials, services, and qualified personnel to satisfactorily perform and provide all work and services set forth in this Contract. The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

2.4 Compensation.

2.4.1 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

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

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

2.5 Termination or Suspension.

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

2.5.1.1 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

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

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

2.5.1.4 The Contractor terminates or suspends its business;

2.5.1.5 The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

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

2.5.1.7 The Agency determines or believes the Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

2.5.1.8 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors 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 related to work under this Contract;

2.5.1.9 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

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

Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or

- Taking any action to authorize any of the foregoing.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.5.5 Any amount or form of payment that would violate State or federal law; or

2.5.5.6 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 or otherwise maintain or provide any property or data, records, or materials, whether tangible or intangible, provided by the Agency to the Contractor, as directed by the Agency.

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. The Contractor shall ensure a smooth transition of services to clients, regardless of whether this Contract terminates prior to or upon the expiration date of the Contract. If the Contractor fails to ensure a smooth transition of services to clients, the Agency may, at its sole discretion, place the Contractor on a publicly available list of contractors barred from entering into any contract with the Agency.

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 or that the Agency determines do not satisfy its Acceptance Tests.

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.

2.5.6.6 Address any equipment purchased with Agency funds with the Agency. Title to any Equipment purchased in whole or in part with Agency funds through this Contract resides with

the Agency. Upon Contract expiration or termination the Agency reserves the right to transfer title to the Equipment to the State, the Contractor, or another contractor.

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

2.5.8 Suspension. When, as determined by the Agency, a Contractor has materially failed to comply with the terms and conditions of the Contract, the Agency may suspend the Contract, in whole or in part, upon written notice. The notice of suspension will state the reason(s) for the suspension, any corrective action required, and the effective date.

2.5.8.1 The Agency shall have the right to suspend the contract without penalty by providing ten (10) days written notice to the Contractor if any of the following conditions exist:

- The legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract;
- Adequate funds are de-appropriated, reduced, or not allocated or available or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason;
- The Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department; or
- The Department's duties are substantially modified.

2.5.8.2 A suspension shall be in effect until the Contractor has provided evidence satisfactory to the Agency that corrective action has been or will be taken, until the contract is terminated; or until sufficient funding is reallocated to the Agency, as determined by the Agency in its sole discretion.

2.5.8.3 Obligations incurred by the Contractor during the suspension period shall not be allowed unless expressly authorized in the notice of suspension or otherwise expressly approved by the Agency.

2.6 Indemnification.

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

2.6.1.1 Any breach of this Contract;

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

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

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

2.6.1.5 Any failure by the Contractor to comply with all federal, state, and local laws and regulations applicable to this Contract; or

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

2.7 Insurance.

2.7.1 Insurance Requirements. 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. Insurance shall be provided through companies licensed by the State of Iowa, through statutorily authorized self-insurance programs, through local government risk pools, or through any combination of these. The Contractor's insurance shall, among other things:

2.7.1.1 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.

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

2.7.1.3 Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation.

The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

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

2.7.3 Certificates of Coverage. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate

that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

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

2.8 Ownership and Security of Agency Information.

2.8.1 Ownership and Disposition of Agency Information. Any information, records, or data either supplied by the Agency to the Contractor, or collected by the Contractor, in the course of the performance of this Contract shall be considered the property of the Agency ("Agency Information"). The Contractor shall not use Agency Information for any purpose other than providing services under the Contract. The Contractor shall not disclose, sell, assign, lease, or otherwise provide Agency Information to third parties, except as expressly authorized through this Contract, and the Contractor shall not allow commercial exploitation of Agency Information by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment or equipment/media.

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

2.8.3 Access to Agency Information that is Confidential Information. The Contractor and its employees, agents, and subcontractors may have access to Agency Information that is Confidential Information only to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with the State's policies, procedures, and standards, and all restrictions, obligations, and responsibilities of the Contractor with regard to Confidential Information 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 Contractor shall maintain written documentation of all agents and subcontractors with access to Agency Information that is also Confidential Information and provide this documentation to the Agency upon request. In all instances, access to Confidential Information from outside of the continental United States, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

2.8.4 No Disclosure of Confidential Information. The Contractor shall maintain the confidentiality of and protect from unauthorized disclosure all Agency Information that is Confidential Information. The Contractor shall not disclose any Confidential Information collected, maintained, or used in the course of performance of the Contract only except as expressly permitted herein or required by law and this Contract. The Contractor shall not link any data provided by the Agency with any other data systems or data sets without prior written permission from the Agency. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

2.8.5 Contractor Breach Notification Obligations. The Contractor shall immediately report to the Agency Contract Manager any unauthorized access or disclosure of Confidential Information. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s)

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

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

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

2.8.8 Return and/or Destruction of Information. Notwithstanding Contractor's obligations for maintaining records expressly contained herein, including 2.12.25.2, 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. The Contractor shall comply with these directives within thirty (30) days unless another timeframe is mutually agreed upon by the parties. 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 Intellectual Property.

2.9.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title, and interest in and to all Deliverables and all intellectual property and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for

any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

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

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

2.9.4 Publications. Unless expressly authorized by the Contract, the Contractor shall not publish in any format any final or interim report, document, form, presentation, or other material developed as a result of this Contract without the express written consent of the Agency as requested through the Contract Manager. Any publication containing Agency Information shall follow all Agency confidentially policies and procedures. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

2.10 Warranties.

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

2.10.2 Contractor represents and warrants that:

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

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

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

2.10.3 The Contractor represents and warrants that:

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

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

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

2.10.4 The Contractor represents and warrants that the Deliverables shall:

2.10.4.1 Be free from material Deficiencies; and

2.10.4.2 Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Special Terms. 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 Deliverables 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 Deliverables.

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

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

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

2.11 Acceptance of Deliverables.

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

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

2.12 Contract Administration.

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

purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

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

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

2.12.4 Compliance with the Law; Nondiscrimination in Employment. The Contractor, its employees, agents, and subcontractors shall comply 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 or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

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

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

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

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

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

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

2.12.7 Amendments. With the exception of the Contract end date, which may be extended in the Agency's sole discretion, this Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

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

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

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

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

2.12.12 Integration and Order of Precedence. 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. In the event of a conflict between or among the provisions of the Contract, the conflict shall be resolved according to the following priority, ranked in descending order with the governing language from the Contract document listed first in the following list: (1) Written amendment mutually executed by the parties or as executed in accordance with Section 2.2, Duration of Contract; (2) Special Terms; (3) General Terms and Conditions for Service Contracts; (4) Contingent Terms for Service Contracts; (5) Solicitation; (6) Bid Proposal.

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

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

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

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

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

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

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

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

2.12.20 Cumulative Rights. The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive

of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

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

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

2.12.23 Authorization. Each signatory to the Contract or subsequent Contract amendments and the Contractor represents and warrants that:

2.12.23.1 The signatory has the right, power, and authority to enter into this Contract and to bind the party represented by the signatory to this Contract, and the Contractor has the right, power, and authority to perform its obligations under this Contract.

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

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

2.12.25 Records Retention and Access.

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

of government funds, the Contractor shall comply with these additional records retention and access requirements:

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

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

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

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

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

2.12.25.3 Contractual Records. The Contractor agrees to provide to the Agency, upon request, all records related to the Contract including but not limited to client records, statistical information, data, board and other administrative records, and financial records including budget, accounting activities, financial statements, and audit information. This includes records related to the Contract that may be in the possession of the Contractor's agents or subcontractors.

2.12.25.4 Equipment Records. The Contractor shall maintain inventory control records and maintenance procedures for all Equipment purchased in whole or in part with Agency funds or obtained from state surplus or the Agency. Equipment records shall include the following for each item: state tag number (or Contractor inventory number if no state tag has been assigned); description; physical location; name of the Contract purchased under; percentage of the total cost of item paid for by Agency funds; and, if available, vendor name, manufacturer's serial number, purchase price, date of acquisition, date of disposition, disposition price, and type of disposition.

A control system (including an annual physical inventory) shall be implemented and maintained to ensure adequate safeguards to prevent loss, damage, or theft of Equipment. Any loss, damage, or theft shall be investigated, fully documented, and reported to the Agency. The Contractor shall also report suspected theft to local law enforcement. Where the Contractor is authorized to sell the Equipment, sale procedures shall provide for competition to the extent practicable and result in the highest possible disposition price.

2.12.26 Audits.

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

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

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

2.12.27 Staff Qualifications and Background Investigation. 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 law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under applicable 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, partners, managerial, and supervisory personnel and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services. These background investigations may include, but may not be limited to: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks for specific categories of persons who have direct contact with the Agency's clients or provide services for the Agency's clients. By entering into this Contract, the Contractor explicitly authorizes the Agency to conduct background investigations. The Contractor shall fully cooperate with the Agency in obtaining authorization(s) on Agency forms and any required waivers or releases in a timely manner. Based on the results of these background investigations, the Agency may determine, in its sole discretion, to either not enter into a Contract, not extend a Contract, or to terminate the Contract in accordance with the Contract's termination provisions.

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

2.12.29 Obligations Beyond Contract Term. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract.

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

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

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

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

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

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

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

2.12.34 Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any

claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

**IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SECTION 3: CONTINGENT TERMS FOR SERVICE CONTRACTS**

3.1 Federal Funds. HHS receives federal funding. As a recipient of federal funds, HHS and its subrecipients, contracting partners, and subcontractors must adhere to federal legislation passed by Congress, as well as codified regulations implemented through administrative requirements, executive orders, and other federal law when executing the funding and contract scope of work. Any revisions to applicable provisions of federal or state law and implementing regulations, and policy issuances and instructions, except as otherwise specified in this Contract, apply as of their effective date. If any terms of this Contract are determined to be inconsistent with rule or law, the applicable rule or law provision shall govern.

3.1.1 Federal Terms. 2 C.F.R. Part 200. Specific to the Code of Federal Regulations (C.F.R.) Title 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, specific language must be included in agreement articles, such as this Contract. Detailed in 2 C.F.R. Part 200, Appendix II, in addition to other provisions required by federal law, including but not limited to 45 C.F.R. Part 75, all contracts made by a non-federal entity under the federal awards must contain provisions covering the following, as applicable. The below provisions attempt to satisfy the requirements of 2 C.F.R. Part 200. This Contract does not encompass every federal law, regulation, or requirement that may apply to this Contract. By signing this Contract, the Contractor agrees to all applicable terms contained within 2 C.F.R. Part 200 and any other applicable federal requirement. If the Contractor or its Subcontractors violate this or any law, they may be subject to civil and/or criminal penalties, etc. as stated therein.

3.1.1.1 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. By signing the Contract, the Contractor certifies, to the best of its knowledge, understanding, and belief, that:

3.1.1.1.1 No Federal Funds Used. No federal appropriated funds have been paid or will be paid in what the undersigned believes to be a violation of 31 U.S.C. 1352, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, the modification of any federal contract, grant, loan, or cooperative agreement, or in any activity designed to influence legislation or appropriations pending before Congress.

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

3.1.1.1.3 Certification. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and will require that all sub-recipients certify and disclose accordingly. This certification is a

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

3.1.1.2 Clean Air Act (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall comply with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act (42 U.S.C. 1857(h)), 508 of the Clean Water Act (33 U.S.C. 1368), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15).

3.1.1.3 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall comply with the Contract Work Hours and Safety Act, as applicable.

3.1.1.4 Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall comply with the Copeland "Anti-Kickback" Act, as applicable. If the Contractor or its Subcontractors violate this law, they may be subject to criminal penalties, etc. as stated therein.

3.1.1.5 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay

wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall comply with the Davis-Bacon Act, as applicable.

3.1.1.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By signing this Contract, the Contractor certifies that it and its principals and subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

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

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

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

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

3.1.1.8 Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41

C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The Contractor shall comply with Equal Employment Opportunity, to the extent applicable.

3.1.1.9 Procurement of Recovered Materials. In the performance of this Contract, in accordance with 2 C.F.R. 200.323, Procurement of Recovered Materials, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

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

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

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

3.1.1.11 Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 C.F.R. 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization

regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The Contractor certifies that it will comply with 37 C.F.R. Part 401, to the extent applicable to this Contract.

3.1.2 Federal Financial Assistance Acknowledgment. The Contractor acknowledges that federal financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal awarding policies, procedures, and directives.

The Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the federal awarding agency may reserve 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.

In accordance with, but not limiting to, 45 C.F.R. 95.617, the Contractor shall ensure that the Agency has all ownership rights in software or modifications thereof and associated documentation designed, developed or installed pursuant to the Contract. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, software and associated documentation designed, developed or installed in whole or in part with federal funds pursuant to this Contract.

3.1.3 Federal Law Contractor Certifications. By signing this Contract, the Contractor certifies its compliance, to the extent applicable, with the following:

- The Constitution of the United States.
- Medicaid Laws. Title XIX of the Social Security Act (42 U.S.C. 1396 et. seq.), applicable provisions of 42 C.F.R. 431.200 et. seq. and 42 C.F.R. part 438; waivers or variances approved by CMS; and the Rehabilitation Act of 1973.
- Pro-Children Act of 1994.
- Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 67, subpart F, for programs, as defined at 28 C.F.R. Part 67 sections 67.615 and 67.620.
- 2 C.F.R. 200 Subpart F—Audits of Federally-Funded Contracts: Audit of Non-Federal Entity.
- USDA's regulation regarding nondiscrimination (7 C.F.R. parts 15, 15b), Title VI of the Civil Rights Act of 1964 (Public Law 83-352), section 11(c) of the Food Stamp Act of 1977, as amended, the Food Stamp Act of 1977, as amended, the Age Discrimination, Act of 1975 (Public Law 95-135) and the Rehabilitation Act of 1973 (Public Law 93-112, section 504) and all requirements imposed by regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the Food Stamp Program.

3.1.4 Audits of Federally-Funded Contracts: Audit of Non-Federal Entity. Non-federal entities, as that term is defined in 45 C.F.R. § 75.2, that expend \$750,000 or more in a fiscal year

in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single audits must be completed and the data collection form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after the Contractor's receipt of the auditor's report(s), or nine months after the end of the audit period. The Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing material findings, if provided by the auditor, promptly following receipt by Contractor. The Contractor shall also submit one (1) copy of the final audit report to the Agency within thirty (30) days after the Contractor's receipt thereof, if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. The requirements of this subsection shall apply to the Contractor as well as any subcontractors.

When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing are not required for those compliance requirements. However, the auditor must report a significant deficiency or material weakness in accordance with 2 C.F.R. § 200.516 Audit findings, assess the related control risk at the maximum, and consider whether additional compliance tests are required because of ineffective internal control.

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

3.1.5 Contractor Employee Whistleblower Protections. The Contractor must comply with 41 U.S.C. 4712 which provides "employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal" for "whistleblowing." In addition, whistleblowing protections cannot be waived by any agreement, policy, form or condition of employment.

3.1.5.1 Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of a law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract) or grant.

3.1.5.2 To qualify under the statute, the employee's disclosure must be made to:

- A member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants, contracts, subgrants, and subcontracts.

3.2 Business Associate Agreement. If the Contractor performs certain services on behalf of or for a designated HIPAA-covered component of the Agency and meets the definition of business associate in 45 CFR 160.103, then the Contractor is a business associate of the Agency for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 C.F.R. part 160 and 164. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum ("BAA"), and any amendments thereof, as posted to the Agency's website: <http://hhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

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

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

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

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

3.4.1. 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.

3.4.2 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.

3.4.3 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:

3.4.3.1 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.

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

3.4.3.3 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.

3.4.3.4 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.

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

3.4.3.6 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.

3.4.3.7 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.

3.5 Software Contracts.

3.5.1 Software Funded with Federal Funds. All software or modifications thereof and associated documentation designed, developed, or installed using federal funds is subject to 45 C.F.R. § 95.617.

3.5.2 Change Order Procedure. The Agency may at any time request a modification to Deliverables related to software using a change order. The following procedures for a change order shall be followed:

3.5.2.1 Written Request. The Agency shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.

3.5.2.2 The Contractor's Response. The Contractor shall submit to the Agency a firm cost proposal for the requested change order within five (5) Business Days of receiving the change order request.

3.5.2.3 Acceptance of the Contractor Estimate. If the Agency accepts the cost proposal presented by the Contractor, the Contractor shall provide the modified Deliverable subject to the cost proposal included in the Contractor response. The Contractor's provision of the modified Deliverables shall be governed by the terms and conditions of this Contract.

3.5.2.4 Adjustment to Compensation. The parties acknowledge that a change order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract.

3.5.3 Acceptance of Software Deliverables. Except as otherwise specified in the Scope of Work, all Deliverables pertaining to software and related hardware components ("Software Deliverables") shall be subject to the Agency's Acceptance Testing and Acceptance, unless otherwise specified in the Scope of Work. Upon completion of all work to be performed by the Contractor with respect to any Software Deliverable, the Contractor shall deliver a written notice to the Agency certifying that the Software Deliverable meets and conforms to applicable Specifications and is ready for the Agency to conduct Acceptance Testing; provided, however, that the Contractor shall pretest the Software Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Agency. At the Agency's request, the Contractor shall assist the Agency in performing Acceptance Tests at no additional cost to the Agency. Within a reasonable period of time after the Agency has completed its Acceptance Testing, the Agency shall provide the Contractor with written notice of Acceptance or Non-acceptance with respect to each Software Deliverable that was evaluated during such Acceptance Testing. In the event the Agency provides notice of Non-acceptance to the Contractor with respect to any Software Deliverable, the Contractor shall correct and repair such Software Deliverable and submit it to the Agency within ten (10) days of the Contractor's receipt of notice of Nonacceptance so that the Agency may re-conduct its Acceptance Tests.

In the event the Agency determines, after re-conducting its Acceptance Tests with respect to any Software Deliverable that the Contractor has attempted to correct or repair pursuant to this section, that such Software Deliverable fails to satisfy its Acceptance Tests, then the Agency shall have the continuing right, at its sole option, to: (1) require the Contractor to correct and repair such Software Deliverable within such period of time as the Agency may specify in a written notice to the Contractor; (2) refuse to accept such Software Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Software Deliverable (or receive a refund of any fees or amounts already paid with respect to such Software Deliverable); (3) accept such Software Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Agency's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Software Deliverable or the costs likely to be incurred by the Agency to correct such Deficiencies; or (4) terminate this Contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 2.5.1, Termination for Cause by the Agency, of this Contract, the Agency may terminate this Contract pursuant to this section without providing the Contractor with any notice or opportunity to cure provided for in the termination provisions of this Contract. The Agency's right to exercise the foregoing rights and remedies, including termination of this Contract, shall remain in effect until Acceptance Tests are successfully completed to the Agency's satisfaction and the Agency has provided the Contractor with written notice of Final Acceptance.

3.5.4 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.

**Des Moines County, Iowa
Board of Supervisors**

**Tom Broeker, Chair
Jim Cary, Vice Chair
Shane McCampbell, Member**



**513 N Main St
PO Box 784
Burlington, IA 52601**

**Phone: 319-753-8203
Fax: 319-753-8227**

Date: May 16, 2024
Department: Board of Supervisors
To: Board of Supervisors
RE: FY2025 Salaries and Annual Appointments

Employee/Position	Hours in Pay Period	FY24 Hourly Rate	FY24 Salary	FY24 Budget
Tom Broeker 0001-01-9000-000-10010	75	\$21.81	\$42,700.92	\$42,700.92
Jim Cary 0001-01-9000-000-10010	75	\$21.81	\$42,700.92	\$42,700.92
Shane McCampbell 0001-01-9000-000-10010	75	\$21.81	\$42,700.92	\$42,700.92
Cheryl McVey 0001-99-9000-000-10010	75		\$61,656.37	\$61,656.37



Office of the
Des Moines County Attorney

100 Valley Street • Burlington, Iowa 52601
Office (319) 753-8209 • Fax (319) 753-8219
E Mail: dmca@dmcounty.com

June 3, 2024

Sara Doty
Des Moines County Auditor

RE: Appointments 2024-2025

Dear Sara,

Listed below are the Des Moines County Attorney's Office employee names, titles, salaries, and account numbers as requested for fiscal year 2024-2025 payroll.

Lisa Schaefer, County Attorney	0001-04-1100-000-10010	\$134,795.00
Christopher Scarborough, Senior Asst. County Attorney	0001-04-1100-000-10020	\$ 89,319.00
Erin Stensvaag, Asst. County Attorney	0001-04-1100-000-10020	\$ 89,319.00
Trent Henkelvig, Asst. County Attorney	0001-04-1100-000-10020	\$ 82,971.00
Terri Quartucci, Asst. County Attorney	0001-04-1100-000-10020	\$ 83,897.00
New Attorney, Asst. County Attorney	0001-04-1100-000-10020	\$79,047.00
Legal Intern,	0001-04-1100-000-10020	\$8,000.00
Diana Schneden, Victim Witness Coordinator	0001-04-1100-000-10050	\$ 51,129.00
Lisa Harris, Victim Witness Coordinator	0001-04-1100-000-10050	\$ 51,129.00
Kathy Gibb, Office Administrator	0001-04-1100-000-10050	\$ 51,378.00
Hayley Hamelton, Records Specialist	0001-04-1100-000-10050	\$ 46,222.00
Kay Hagen, Receptionist/Records	0001-04-1100-000-10050	\$ 37,676.00
Danielle Cassidy, Legal Secretary	0001-04-1100-000-10050	\$38,078.00
Tammy Taylor, Collections Clerk/Reception	0001-04-1100-000-10030	\$ 40,408.00
* Investigator	0001-04-1010-000-10020	\$ 22.38/ hr
* part time employee		

Sincerely,

Lisa K. Schaefer
Des Moines County Attorney



Des Moines County Auditor's Office
Sara Doty, Auditor & Commissioner of Elections

513 N Main Street
PO Box 784
Burlington, IA 52601

Phone: 319-753-8232
Fax: 319-753-8227

Date: May 16, 2024
Department: Auditor
To: Board of Supervisors
RE: FY25 Salaries and Annual Appointments

Employee/Position	Hours in Pay Period	FY25 Salary	FY25 Hourly Rate
Sara Doty	75	\$84,565.91	43.20
Cheryl McVey	75	\$32,346.45	48.02
Karla Cornick	75	\$65,115.75	33.26
Susan Poling	75	\$59,196.14	30.24
Angie Paytes	75	\$40,408.57	20.64
Chanra Bliesener	75	\$42,429.00	21.68

Des Moines County Treasurer's Office

Janelle Nalley-Londquist, Treasurer
513 N. Main Street, Suite 13; P.O. Box 248
Burlington, IA 52601

Motor Vehicle Department

Michelle Reynolds, Deputy
Gina Beckman, Deputy
dmcmv@dmcounty.com
Phone: (319) 753-8273



Property Tax Department

Debra Moore, Deputy
Julie Howe, Deputy
dmctax@dmcounty.com
Phone: (319) 753-8252

www.iowatreasurers.org

May 28, 2024

Board of Supervisors
Court House
Burlington, IA 52601

Dear Board Members,

For the Fiscal Year 2024-2025, please honor the following appointments in the Treasurer's Office. Clerk wages are per union contract.

TREASURER'S OFFICE – Appointments for 2024 – 2025 Fiscal Year

<i>Name</i>	<i>Title</i>	<i>Expenditure Account #</i>	<i>Salary</i>
Debra Moore	1 st Deputy-Tax	0001-03-9020-000-10020	\$67,436.40
Julie Howe	2 nd Deputy-Tax	0001-03-9020-000-10020	\$58,278.37
Jodie Johnson	Clerk I-Dual-Tax/Vehicle	0001-03-9020-000-10030	\$42,429.00
Michelle Reynolds	1 st Deputy-Vehicle	0001-03-8100-000-10020	\$67,436.40
Gina Beckman	2 nd Deputy-Vehicle	0001-03-8100-000-10020	\$59,943.46
Jillian Allen	Clerk II-Vehicle	0001-03-8100-000-10030	\$35,894.76
Alana Capps	Clerk II-Vehicle	0001-03-8100-000-10030	\$40,408.57
Jennifer Phillips	Clerk II-Vehicle	0001-03-8100-000-10030	\$30,268.14
Kay Levinson	Clerk I-Dual-Tax/Vehicle	0001-03-8100-000-10030	\$42,429.00

Sincerely,



Janelle Nalley-Londquist,
Des Moines County Treasurer

Des Moines County, Iowa

Auditor and Commissioner of Elections

Sara Doty, Auditor

513 N Main Street
PO Box 784
Burlington, IA 52601

Phone: 319-753-8232

Fax: 319-753-8227

Date:
Department: Sheriff's Office
To: Board of Supervisors
RE: FY2024/2025 Salaries and Annual Appointments

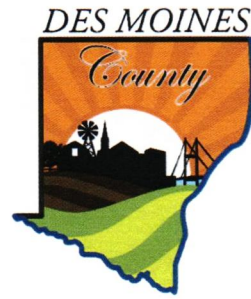
Employee/Position	Hours in Pay Period	FY25 Hourly Rate	FY25 Salary
Matthew Breckon 8/24/2005 0001-05-1000-000-10020	80.00	\$34.35	\$71,727.17
Sean Phillips 4/4/2016 0001-05-1000-000-10020	80.00	\$34.35	\$71,727.17
Thomas Seitz 4/23/2019 0001-05-1000-000-10020	74.77	\$36.85	\$71,727.17
Keaton Hoschek 12/28/2020 0001-05-1000-000-10020	74.77	\$35.69	\$69,469.41
Brandon McLeland 3/8/2021 0001-05-1000-000-10020	74.77	\$35.69	\$69,469.41
Jon Gates 8/23/2021 0001-05-1000-000-10020	74.77	\$33.90	\$65,995.90
Zander Schweiss 8/24/2021 0001-05-1000-000-10020	74.77	\$33.90	\$65,995.90
Blake Cheesman 12/28/2021 0001-05-1000-000-10020	74.77	\$33.90	\$65,995.90
Joshua Fane 1/3/2023 (started at 36mo) 0001-05-1000-000-10020	74.77	\$35.69	\$69,469.41
Kolton Atkins 4/22/20219 0011-05-1000-000-10020	74.77	\$36.85	\$71,727.17
Dilan Beaird 8/14/2017 0011-05-1000-000-10020	74.77	\$36.85	\$71,727.17
Adam Plein 9/2/2008 0001-05-1000-000-10080	74.77	\$40.90	\$79,617.16
Dave Hamma 3/11/2004 0001-05-1000-000-10080	74.77	\$40.90	\$79,617.16
Eric Blodgett 8/30/2004 0001-05-1000-000-10090	80.00	\$41.91	\$87,507.15
Ryan Luttenegger 12/21/2009 0001-05-1010-000-10020	80.00	\$34.35	\$71,727.17
Derek Gordy 8/27/2012	80.00	\$34.35	\$71,727.17

Employee/Position	Hours in Pay Period	FY25 Hourly Rate	FY25 Salary
0001-05-1010-000-10020 David Murguia 8/26/2012	80.00	\$38.13	\$79,617.16
0001-05-1010-000-10020 Klay Foster 4/27/2023	74.77	\$30.33	\$59,048.96
0011-05-1000-000-10020 Brett Haubrich 4/28/2023	74.77	\$30.33	\$59,048.96
0011-05-1000-000-10020			
Mary Beik	75.00	\$26.25	\$51,378.65
0001-05-1060-000-10030 Erica Thomson	75.00	\$21.68	\$42,429.00
0001-05-1060-000-10030 Katie Meeker	75.00	\$20.64	\$40,408.57
0001-05-1060-000-10030 Monika Ryan	75.00	\$20.24	\$39,616.21
0001-05-1060-000-10030 Gwen Baltisberger	59.50	\$19.15	PT / hourly
0001-05-1060-000-10100 Theresa Tripp	75.00	\$26.25	\$51,378.65
0001-05-1060-000-10050			
Bradley Siegfried 4/2/2001	80.00	\$41.91	\$87,507.15
0001-05-1060-000-10090			
Chad McCune 9/6/1994	80.00	\$53.56	\$111,839.21
0001-05-1060-000-10020			
Kevin Glendening 4/2/2001	80.00	\$63.01	\$131,575.54
0001-05-1060-000-10010			
Stephen Heyland	42.00	\$21.27	PT / hourly
Mark Lumbeck	40.00	\$21.27	PT / hourly
Charles Thompson	17.00	\$21.27	PT / hourly
Wayne Smith	17.00	\$21.27	PT / hourly

Kevin Glendening, Sheriff

Employee/Position	Hours in Pay Period	FY25 Hourly Rate	FY25 Salary
80 hrs= wage / 261 days / hours in work day			
74.77 hrs= 365 / 9 x 6 x 8 (hours in a day)=1946.66			
Sgts are 111% of top pay deputy			
Lts are 122% of top pay deputy			

Natalie Steffener
Des Moines County Recorder/Registrar
513 N. Main Street
Burlington, IA 52601
Phone: (319)753-8221
steffenern@dmcounty.com



Date: May 21, 2024
Department: Recorder
To: Board of Supervisors
RE: FY2024/2025 Salaries and Annual Appointments

Employee	FY25 Salary
Natalie Steffener, Recorder 0001-07-8110-000-10010	\$82,710.26
Jennifer Patterson, 1 st Deputy 0001-07-8110-000-10020	\$56,242.98
Renae Hardin, 2 nd Deputy 0001-07-8110-000-10020	\$48,799.05
Kathryn Beach, Clerk 1 0001-07-8110-000-10030	\$42,429.00



SECONDARY ROAD DEPARTMENT DES MOINES COUNTY, IOWA

Roads and Bridges for Des Moines County

13522 Washington Road
West Burlington, IA 52655

Phone (319) 753-8241
Fax (319) 753-8740

May 8, 2024

TO: Sara Doty, County Auditor

FROM: Brian J. Carter, P.E. & P.L.S., County Engineer

SUBJECT: FY 2025 Appointments

The following are appointments for FY 2025:

Devon Bell	Assistant to the Engineer	\$ 79,954
Mark Beik	Road Superintendent	76,495
Jeff Chase	Road Superintendent	76,495
Rebecca Purchase	Administrative Assistant	60,322
Travis Sours	Survey Chief	68,722
Adrianna Wykert	Office Manager	45,126
Brian Carter	County Engineer	144,550



**DES MOINES COUNTY
OFFICE OF VETERANS AFFAIRS**

**910 Cottonwood Ct. Suite 1000
Burlington, IA 52601
Ph: (319)752-7171 Fax (319)754-8556**

Des Moines County Auditor
513 N. Main St.
Burlington, IA 52601

Sara:

This is to advise you that the current annual salary of the Veterans Affairs Administrator is \$39,149.00 per year. After a 3.25% raise becomes effective July 1, 2024, the salary will be \$40,422.00. This salary is paid 100% by Veterans Affairs.

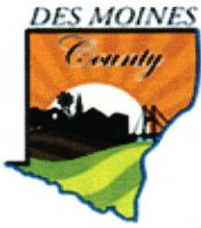
There are three Veteran Affairs Commissioners (Arne Hausknecht, Marilyn Box, and Thomas Rowley) They meet monthly and are paid \$25 per meeting.

Sincerely,

Brooke Marland



SERVING DES MOINES COUNTY VETERANS



Des Moines County
513 N Main St
PO Box 784
Burlington, IA 52601

Date: May 22, 2024
Department: Des Moines County Conservation
To: Board of Supervisors
RE: FY2025 Salaries and Annual Appointments

Employee/Position	Hours in Pay Period	FY24 Hourly Rate	FY25 Salary
Chris Lee-Director 0027-22-6100-000-10010	80	\$34.77	\$72,605.65
Jeff Breuer-Admin Asst 0027-22-6100-000-10050	80	\$24.31	\$50,756.16
Tanner Grimm-Ops Supervisor 0027-22-6110-000-10020	80	\$25.48	\$53,202.24
Tanner Gebhardt-Nat Resource Mgr 0027-22-6110-000-10030	80	\$21.97	\$45,864.00
Derek Hester-Conservation Tech 0027-22-6110-000-10070	80	\$21.38	\$44,640.96
Brandon Roland-Conservation Tech 0027-22-6110-000-10070	80	\$21.38	\$44,640.96
Marcus Nack-EE Manager 0027-22-6120-000-10070	80	\$26.36	\$55,036.80
Jacklyn Goodman-Naturalist 0027-22-6120-000-10090	80	\$19.92	\$41,583.36



Des Moines County
513 N Main St
PO Box 784
Burlington, IA 52601

Date: May 23, 2024
Department: Local Health
To: Board of Supervisors
RE: FY2025 Salaries and Annual Appointments

Employee/Position	Hours in Pay Period	FY25 Hourly Rate	FY25 Salary
Holly Barksdale-HH Coordinator/Nurse 0001-23-3000-000-10040 (50%) 0001-23-3040-000-10020 (50%)	80	\$31.15	\$65,037.86
Stacia Thompson -Nurse 0001-23-3000-000-10040 (25%) 0001-23-3030-000-10040 (75%)	80	\$27.24	\$56,868.91
Jennifer Hartman-Secretary 0001-23-3040-000-10060	80	\$19.39	\$40,487.93
Julie Melchior-Secretary 0001-23-3040-000-10040	80	\$19.18	\$40,051.13
Joyce King-Certified Nursing Assistant 0001-23-3060-000-10040	80	\$16.59	\$34,637.96
Ronald Lee-Nurse 0001-23-3000-000-10040	80	\$27.45	\$57,305.71
Lisa McGinity-Immunizaion Coord/Nurse 0001-23-3000-000-10040	80	\$28.38	\$59,254.51
Christa Poggemiller-Admin 0001-23-3040-000-10010	80	\$45.40	\$94,792.01
Julie Shaw-Certified Nursing Assistant 0001-23-3060-000-10040	80	\$16.29	\$34,013.96
Nancy Stewart-Certified Nursing Assistant	80	\$16.29	\$34,013.96

0001-23-3060-000-10040

Brigitte Davis-Nurse 0001-23-3000-000-10040	80	\$27.24	\$56,868.91
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Part Time-CNA	48	\$15.94	\$19,968.00
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KEVIN GLENDENING SHERIFF

Des Moines County Correctional Center
3630 Bauer Drive
Burlington, IA 52601
Phone: 319-753-8275
Fax: 319-753-8708



May 29, 2024

Sara Doty
Des Moines County Auditor
513 N. Main St.
Burlington, Iowa 52601

Re: Departmental Appointments FY 2024-2025

The following is a list of appointments, line item and pay for the Des Moines County Correctional Center for fiscal year 2024-2025.

Douglas L. Ervine	Jail Administrator	10010	85% of Sheriff
Colter Levinson	AJA	10020	111% top deputy wage
Correctional Officers	Sergeant	1008	Start \$57,735.33 06 Mo \$59,545.28 12 Mo \$64,517.27
Cassandra Belknap	Dietary Manager	10060	\$46,551.88
Judy Stuecker	Administrative Asst.	10030	\$51,378.65
Full Time Correctional Officers		10050	CWA Contract
Part Time Correctional Officers		10100	Start \$14.53 hr 06 Mo \$17.69 hr 12 Mo \$18.32 hr 18 Mo \$19.12 hr 24 Mo \$20.00 hr 36 Mo \$21.05 hr

Part Time On-Call Cooks	1006	Start	\$16.00 hr
		06 Mo	\$16.28 hr
		12 Mo	\$16.58 hr
Part Time Kitchen Assistants	1006	Start	\$9.97 hr
		03 Mo	\$10.94hr
		06 Mo	\$11.34 hr
		12 Mo	\$12.46 hr
Transportation Officers	10100	Start	\$17.69 hr
		06 Mo	\$20.00 hr
		12 Mo	\$21.19 hr

This list of appointments and pay will be for fiscal year 2024-2025.

Sincerely,

Douglas L. Ervine
Jail Administrator

Des Moines County Auditor's Office
 Sara Doty, Auditor & Commissioner of Elections
 513 N Main Street
 PO Box 784
 Burlington, IA 52601

513 N Main Street
 PO Box 784
 Burlington, IA 52601

Phone: 319-753-8232
 Fax: 319-753-8227

Date: May 29, 2024
 Department: Correctional Center
 To: Board of Supervisors
 RE: FY2024/2025 Salaries and Annual Appointments

Employee/Position	Hours in Pay Period	FY25 Hourly Rate	FY25 Salary
Ervine, Douglas 0001-29-1050-000-10010	80	\$53.56	\$111,839.21
Levinson, Colter 0001-29-1050-000-10020	80	\$38.13	\$79,617.16
Whalen, Ed 0001-29-1050-000-10080	76.85	\$32.29	\$64,517.27
Davis, Jacques 0001-29-1050-000-10080	76.85	\$32.29	\$64,517.27
Dolph, Joseph 0001-29-1050-000-10080	76.85	\$32.29	\$64,517.27
Jeffries, Nick 0001-29-1050-000-10080	76.85	\$32.29	\$64,517.27
Stuecker, Judy	75	\$26.25	\$51,378.65
Ogorzalek, Patrick 0001-29-1050-000-10050	77.11	\$26.54	\$53,287.41
Kelly, Ceaira 0001-29-1050-000-10050	77.11	\$25.47	\$51,128.19
Hayes, Michael 0001-29-1050-000-10050	77.11	\$27.94	\$56,101.97
Stewart, Owen 0001-29-1050-000-10050	77.11	\$24.84	\$49,868.07
Coey, Angela 0001-29-1050-000-10050	77.11	\$26.03	\$52,259.27
Thye, Brandon 0001-29-1050-000-10050	77.11	\$24.84	\$49,868.07
Reynolds, Cody 0001-29-1050-000-10050	77.11	\$27.06	\$54,336.04
Carpenter, Holly 0001-29-1050-000-10050	77.11	\$27.06	\$54,336.04

Teel, Breanna 0001-29-1050-000-10050	77.11	\$25.47	\$51,128.19
Koenig, Bradley 0001-29-1050-000-10050	77.11	\$27.94	\$56,101.97
Brown, Andrew 0001-29-1050-000-10050	77.11	\$24.84	\$49,868.07
Foster, Dominick 0001-29-1050-000-10050	77.11	\$24.21	\$48,614.34
Huffman, Tracie 0001-29-1050-000-10050	77.11	\$27.94	\$56,101.97
Dunham, Austin 0001-29-1050-000-10050	77.11	\$27.94	\$56,101.97
Pleasant, James 0001-29-1050-000-10050	77.11	\$26.54	\$53,287.41
Hulett, Tammy 0001-29-1050-000-10050	77.11	\$27.94	\$56,101.97
May, Hillary 0001-29-1050-000-10050	77.11	\$27.94	\$56,101.97
Belknap, Cassandra 001-29-1050-000-10060	80	\$22.59	\$46,551.88
Davis, Caitlyn 001-29-1050-000-10060	12	\$16.58	PT/Hourly
Forquer, Rita 001-29-1050-000-10060	25	\$12.46	PT/Hourly
Calhoun, Jessica 001-29-1050-000-10060	25	\$16.00	PT/Hourly
High, John 0001-29-1050-000-10100	30	\$21.19	PT/Hourly
Smith, Wayne 0001-29-1050-000-10100	13	\$21.19	PT/Hourly
Grimshaw, Brett 0001-29-1050-000-10100	10	\$21.19	PT/Hourly
Williams, John 0001-29-1050-000-10100	10	\$21.19	PT/Hourly

Douglas L. Ervine, Jail Administrator

Des Moines County GIS Commission



Des Moines County, IA
513 N. Main St.
Burlington, IA 52601
Phone/Fax (319)753-8759
gis@dmcounty.com

May 06, 2024

To: Sara Doty

From: Austin Roelfs, GIS Coordinator

RE: Fiscal Year 2024/2025

GIS Department

Austin Roelfs GIS Coordinator
Administrators/ Executive Director..... Fiscal Year (2024-2025) \$68,468
Acct # 0003-33-9120-000-10010

Alex Engel GIS Technician
AssistantFiscal Year (2024-2025) \$42,130
Acct # 0003-33-9120-000-10020



Des Moines County
513 N Main St
PO Box 784
Burlington, IA 52601

Date: May 22, 2024
Department: Maintenance
To: Board of Supervisors
RE: FY2025 Salaries and Annual Appointments

Employee/Position	Hours in Pay Period	FY24 Hourly Rate	FY25 Salary
Rodney Bliesener Maintenance Director	75	\$40.26	\$78,810.47
Jack Brissey Assistant	75	\$27.58	\$53,980.44
Gauge Johnson Lead Maintenance	75	\$22.15	\$43,358.63
Alex Schnedler Lead Maintenance	75	\$21.80	\$42,674.78



Des Moines County

Information Technology Department

513 N. Main Street
Burlington, IA 52601
PH: 319.753.8238

E-Mail: dmcinfotech@dmcounty.com

June 1st, 2024

Board of Supervisors
Court House
Burlington, IA 52601

Dear Board Members:

As of July 1, 2024, please honor the following appointments in the Information Technology Department for fiscal year 2024-2025.

Information Technology Department – Appointments for 2024-2025 Fiscal Year

Name	Title	Expenditure Account #	Letter of Appointments as per Board Discussion w/ IT Director	Longevity
Gerst, Colin	IT Director	0001-52-9110-000-10010	\$103,250.00	\$2,240.00
Mehmert, Brandon	IT Deputy Director	0001-52-9110-000-10020	\$72,849.00	\$1,640.00
Mason, Stuart	IT Network Admin	0001-52-9110-000-10020	\$64,556.00	\$1,640.00
Miller, Jesse	IT Systems Admin	0001-52-9110-000-10020	\$63,964.00	\$840.00

Sincerely:

Colin Gerst
Des Moines County
IT Director



Mental Health Agency of Southeast Iowa (MHASEI)
Mental Health and Disability Service Region
Appanoose, Davis, Des Moines, Henry, Jefferson, Keokuk, Lee,
Louisa, Mahaska, Monroe, Van Buren, Wapello,
& Washington Counties

Des Moines County Auditor

513 North Main Street

Burlington, IA. 52601

The following are the Annual Appointments for Des Moines County Community Services per the MHASEI Governing Board.

Ken Hyndman-CDS

Salary effective July 1, 2024, approved on 2/14/24

\$100,970.30 (Longevity included in salary)

Account # 0016-60-9040-000-10000

Patty Brooks-Administrative Assistant

Salary effective July 1, 2024, approved on 2/14/24

\$60,522.80 (Longevity included in salary)

Account# 0016-60-9040-10000

Ted Kuechmann-Advocate

Salary effective July 1, 2024, approved on 2/14/24

\$62,450.96 (Longevity included in salary)

Account#0016-60-9040-000-10000

April Broadhurst-Advocate

Salary effective July 1, 2024, approved on 2/14/24

\$62,450.96 (Longevity included in salary)

Account#0016-60-9040-000-10000



Mental Health Agency of Southeast Iowa (MHASEI)
Mental Health and Disability Service Region
Appanoose, Davis, Des Moines, Henry, Jefferson, Keokuk, Lee,
Louisa, Mahaska, Monroe, Van Buren, Wapello,
& Washington Counties

Respectfully Submitted,

Tami Gilliland

Mental Health Agency of Southeast Iowa



Office of the Des Moines County Assessor

Courthouse – 513 N Main Burlington, Iowa 52601
Telephone (319)753-8224 Fax (319)208-5648

Matthew J. Warner
County Assessor

May 8, 2024

Des Moines County Auditor
513 N Main St
Burlington, IA 52601

Dear Sara,

The following salaries and longevity pay for the employees of the Des Moines County Assessor's Office, for fiscal year 2024-2025, were approved by the Conference Board on February 22nd 2024. Since the Conference Board oversees our office, there is no need for further approval by the Board of Supervisors.

Sincerely,

Matthew J. Warner
Assessor

<u>NAME</u>	<u>2023-2024 SALARY</u>	<u>2024-2025 SALARY</u>	<u>LONGEVITY</u>
Matthew J Warner ASSESSOR 4100-69-0500-000-10010	\$87,831	\$96,614	\$2,440
Brandi G Martin CHIEF DEPUTY 4100-69-0500-000-10020	\$65,873	\$72,461	\$2,240
Andrea Bowen DEPUTY 4100-69-0500-000-10020	\$55,000	\$67,630	\$840
Steve Etko APPRAISER 4100-69-0500-000-10050	\$54,600	\$57,330	\$840



Shannon Prado
Coordinator

Burlington • Danville • Mediapolis • Middletown • West Burlington • Des Moines County

TO: Sara Doty

FR: Shannon Prado

DT: May 6, 2024

RE: APPOINTMENTS

Following is a list of the appointments for the 2024 fiscal year personnel in the Emergency Management Agency Office:

Coordinator (Paid, full-time)	Shannon Prado	4000-70-0530-000-10010	\$63,035.42
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The Emergency Management Commission is made up of the following representatives (membership to the Commission is established by Iowa State Code and is uncompensated) and subject to change January 1, 2025:

Municipality/Agency	Representative	Alternate(s)
City of Burlington	Jon Billups, Mayor	Lynda Graham-Murray, Mayor Pro-Tem
City of Danville	Jerry Strause, Mayor	Joe Huff, Council Member
City of Mediapolis	Vollie Rifner, Council Member	Ray Wilson, City Representative
City of Middletown	Stephanie Gerst, Mayor	Vacant
City of West Burlington	Ron Teater, Mayor	Gregg Mandsanger, City Administrator
Board of Supervisors	Tom Broecker, BOS Chair	Shane McCampbell, BOS Member
Sheriff's Office	Kevin Glendening, Sheriff	Chad McCune, Chief Deputy

**DES MOINES COUNTY
BOARD OF SUPERVISORS
RESOLUTION #2024-031**

WHEREAS Section 354.8 of the Code of Iowa states that a governing body shall certify by resolution the approval of a subdivision plat, and,

WHEREAS the Final Plat for **1st Addition to Frank Timber Subdivision** has been reviewed for conformance to applicable County standards by the Des Moines County Auditor, Health Department, Secondary Roads Department, and Land Use Department and has been duly recommended by the aforementioned entities for approval,

NOW THEREFORE, BE IT RESOLVED: That the Board of Supervisors hereby approves the Final Plat of **1st Addition to Frank Timber Subdivision**, with the following condition:

- Due to sight distance issues, the existing entrance from Mediapolis Road within 100 feet of the western boundary of Lot 2 shall not be used for residential purposes. Any future residence(s) shall use one of the other existing entrances to the property.

Approved and adopted this 5th day of June, 2024.

DES MOINES COUNTY BOARD OF SUPERVISORS

Tom L. Broeker, Chair

Jim Cary, Vice Chair

Shane McCampbell, Member

ATTEST: _____

Sara Doty, County Auditor

Index Legend Pg. 1 of 2

Location: parcel of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 23 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 24, T-72N, R-2W, Des Moines County, Iowa

Surveyor: Brian J. Carter, P.L.S. #16733
12bcarter@gmail.com, 319-394-9403

Return To: Carter Engineering, LLC
160th Avenue, Morning Sun, Iowa 52640

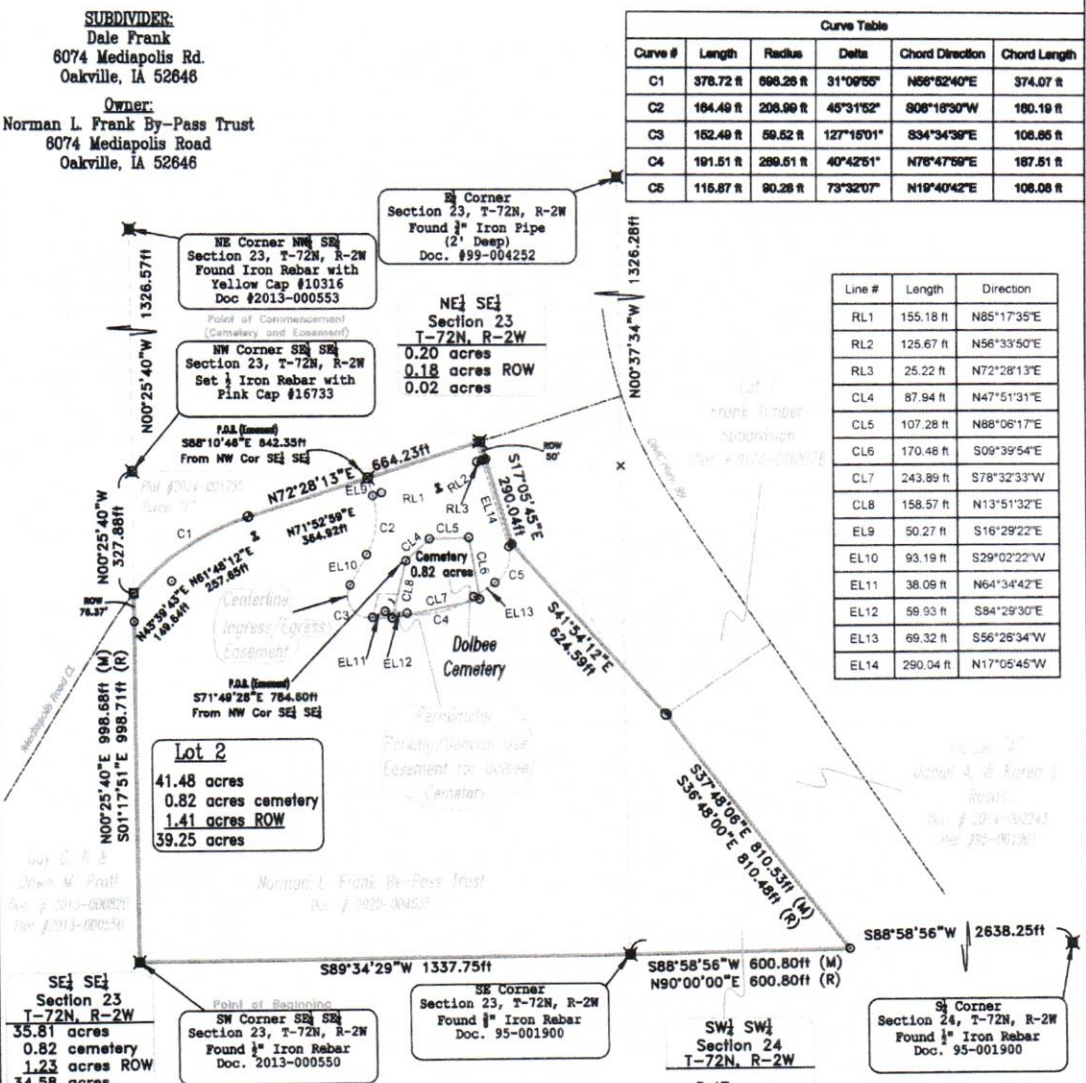
Requestor: Dale Frank

Proprietor: Norman L. Frank By-Pass Trust

Survey Completed: 4 May 2024

Carter Engineering, LLC. 22980 180th Ave., Morning Sun, IA. 52640 Phone (319) 394-9403

Final Plat of 1st Addition to Frank Timber Subdivision



LEGEND

- Found 1/2" Iron Rebar
- Found 1/2" Iron Rebar w/cap #18733 Pink
- Set MAG Nail
- Fnd. MAG Nail
- Set 1/2"x30" Iron Rebar w/cap #18733 Pink
- Found Stone/Iron Section Corner as noted
- ⊗ Fnd. Cut "X" in PCC
- ⊗ Placed Cut "X" in PCC
- × Position Calculated not set
- ⊗ Set Section Corner as noted
- ⊗ Found R.O.W. Rail

400 0 200 400

Scale 1" = 400 ft

Date 5/4/24 Drawn By bjc No. 24-4

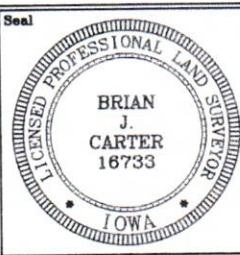
BASIS OF BEARINGS: Iowa Regional Coordinate System, Zone 12

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Brian J. Carter, P.E. & P.L.S. License No. 16733

My license renewal date is December 31, 2024.

Pages or sheets covered by this seal: 2



Index Legend

Location: parcel of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 23 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 24, T-72N, R-2W, Des Moines County, Iowa

Surveyor: Brian J. Carter, P.L.S. #16733
12bcarter@gmail.com, 319-394-9403

Return To: Carter Engineering, LLC
180th Avenue, Morning Sun, Iowa 52640

Requestor: Dale Frank

Proprietor: Norman L. Frank By-Pass Trust

Survey Completed: 4 May 2024

Carter Engineering, LLC. 22980 180th Ave., Morning Sun, IA. 52640 Phone (319) 394-9403

DESCRIPTION of Lot 2:

A parcel of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, T-72N, R-2W of the 5th P.M., Des Moines County, Iowa, more particularly described as follows:

Beginning at an iron rebar at the SW Corner SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23, Thence N00°25'40"E 998.68 feet along the west line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23 to the centerline of Mediapolis Road, Thence 378.72 feet along a non-tangential curve and the centerline of Mediapolis Road, being concave southeasterly with a radius of 696.26 feet, having a central angle of 31°09'55", with a chord bearing N56°52'40"E and a length of 374.07 feet, Thence N72°28'13"E 664.23 feet along the centerline of Mediapolis Road, Thence S17°05'45"E 290.04 feet along the west line of Lot 1 of Frank Timber Subdivision, Thence S41°54'12"E 624.59 feet along the west line of Lot 1 of Frank Timber Subdivision to the northwest corner of Parcel "A", Thence S37°48'06"E 810.53 feet along the west line of Parcel "A" to the south line of said Section 24 and the southwest corner of said Lot "A", Thence S88°58'56"W 600.80 feet along the south line of said Section 24 to the southeast corner of said Section 23, Thence S89°34'29"W 1337.75 feet along the south line of said Section 23 to the Point of Beginning, Containing 40.66 acres, more or less, including 1.41 acres, more or less, of existing road right-of-way, subject to Dolbee Cemetery Ingress/Egress easement, Dolbee Cemetery Parking/General Use easement and any other easements or agreements of record and also excluding the following description for Dolbee Cemetery;

DESCRIPTION for Dolbee Cemetery:

A cemetery plot of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, T-72N, R-2W of the 5th P.M., Des Moines County, Iowa, more particularly described as follows:

Commencing at an iron rebar at the NW Corner SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23, Thence S71°49'28"E 784.60 feet to an iron rebar on the west line of said cemetery and the Point of Beginning, Thence N47°51'31"E 87.94 feet, Thence N88°06'17"E 107.28 feet, Thence S09°39'54"E 170.48 feet, Thence S78°32'33"W 243.89 feet, Thence N13°51'32"E 158.57 feet along the east line of parking/general use easement to the Point of Beginning. Containing 0.82 acres, more or less, subject to any other easements or agreements of record.

EASEMENT DESCRIPTION for the centerline of a 20' wide Ingress/Egress Easement:

Commencing at an iron rebar at the NW Corner SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23, Thence S88°10'46"E 642.35 feet to a cut "X" on the centerline of Mediapolis Road and the Point of Beginning, Thence S16°29'22"E 50.27 feet to the right-of-way line, Thence 164.49 feet along a tangential curve and the centerline of existing rock path, being concave westerly with a radius of 206.99 feet, having a central angle of 45°31'52", with a chord bearing S06°16'30"W and a length of 160.19 feet, Thence S29°02'22"W 93.19 feet, Thence 152.49 feet along a tangential curve, being concave northeasterly with a radius of 59.52 feet, having a central angle of 127°15'01", with a chord bearing S34°34'39"E and a length of 106.65 feet, Thence N64°34'42"E 38.09 feet, Thence S84°29'30"E 59.93 feet, Thence 191.51 feet along a tangential curve, being concave northerly with a radius of 269.51 feet, having a central angle of 40°42'51", with a chord bearing N76°47'59"E and a length of 187.51 feet, Thence S56°26'34"W 69.32 feet, Thence 115.87 feet along a tangential curve, being concave northwesterly with a radius of 90.28 feet, having a central angle of 73°32'07", with a chord bearing N19°40'42"E and a length of 108.08 feet, Thence N17°05'45"W 290.04 feet to the centerline of Mediapolis Road, said segment being parallel to and 10 feet westerly from the west line of Lot 1 Frank Timber Subdivision.

DESCRIPTION for Parking/General Use Easement

Commencing at iron rebar at the southwest corner of Dolbee Cemetery, extending westerly 53.38 feet to the east end of Ingress/Egress curve (C3), Thence northeasterly 67.08 feet parallel to the west line of Dolbee Cemetery, Thence easterly 53.38 feet to the west line of Dolbee Cemetery, Thence southerly 67.08 feet along the west line of Dolbee Cemetery.

SURVEYORS NOTES:

- *Centerline information for Mediapolis Road was derived from field evidence and 2016 Plans (STP-S-CO29(77)--5E-29) in the County Engineers office.
- *ROW Easement information was identified using field evidence and acquisition document for Ping recorded 6-27-67.
- *Dolbee Cemetery description found in Des Moines County Recorders Office Plat Bk. 2, Pg. 107. Used existing fences and original description to create new description. Approved with cemetery Trustee.

NOTES REQUIRED BY DES MOINES COUNTY

1. MINIMUM BUILDING SETBACK FOR ANY STRUCTURE:
FRONT YARD = 30'
SIDE YARD = 15'
2. ROAD WAIVER: IN ADDITION TO THE CLAIMS EXEMPTED PURSUANT TO SECTION 670.4(7) OF THE IOWA CODE DEALING WITH PUBLIC ROADS, DES MOINES COUNTY IS NOT INVOLVED IN THE MAINTENANCE OF THIS PRIVATE RIGHT-OF-WAY AND IS FURTHER HELD HARMLESS FOR ANY COSTS IN MAINTAINING SAID ROAD SYSTEM OR RIGHT-OF-WAY OR FOR ANY OTHER DAMAGES SUSTAINED PERTAINING TO THE USE OF SAID ROAD SYSTEM OR RIGHT-OF-WAY.
3. UTILITY EASEMENTS SHALL CONSIST OF ALL PLATTED STREETS OR ROADS, AND A 7.5 FOOT WIDE STRIP ALONG EACH SIDE OF ALL INTERIOR LOT LINES, AND A 25 FOOT WIDE STRIP ALONG AND ADJACENT TO ALL PLATTED STREETS AND ROADS, AND A 15 FOOT WIDE STRIP OF LAND ON ALL LOTS, 7.5 FOOT EITHER SIDE OF THE UTILITY SERVICE AS BUILT, FROM THE POINT OF ORIGIN TO THE POINT OF SERVICE ENTRANCE.

RESOLUTION #2024-032
TERMINATING THE 28E AGREEMENT WITH THE
IOWA PRECINCT ATLAS CONSORTIUM

WHEREAS, The **Des Moines County Board of Supervisors** has approved the purchase of new Election equipment that requires a new program to be used dated July 1, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the **Des Moines County Board of Supervisors** hereby approves the Termination of the 28E Agreement between Des Moines County and Iowa Precinct Atlas Consortium dated July 2, 2013.

APPROVED and ADOPTED this 5th day of June, 2024.

DES MOINES COUNTY BOARD OF SUPERVISORS

Tom L. Broecker, Chair

Jim Cary, Vice Chair

Shane McCampbell, Member

ATTEST:

Sara Doty, County Auditor

Have Board approve by resolution. Return one signed signature page in envelope provided.

28E AGREEMENT

FOR

IOWA PRECINCT ATLAS CONSORTIUM

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and hereby join together to form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as the Iowa Precinct Atlas Consortium ("IPAC").

SECTION 1: IDENTITY OF THE PARTIES

- 1.1 The undersigned counties are political subdivisions and constitute "public agencies" as defined in Iowa Code section 28E.2.
- 1.2 The Auditors of the undersigned counties shall be hereinafter collectively referred to as "Members."

SECTION 2: PURPOSE

The parties enter into this 28E Agreement to provide an organizational structure to purchase a copyright license for distribution and use within Iowa in order to facilitate the Members' use of the computer software programs known as Precinct Atlas and Absentee Atlas, also known as Absentee Precinct Atlas or Satellite Atlas, as well as related software and hardware components (hereinafter collectively referred to as "Precinct Atlas"). Each Member county shall be obligated under such copyright license entered into by IPAC. In addition, IPAC shall engage in any other related activity in which an Iowa 28E organization may lawfully be engaged. IPAC shall comply with all provisions of Iowa Code Chapter 28E, including subjecting itself to open meeting and public record requirements, with the notice and publication requirements set forth in Iowa Code Section 28E.6 (2013).

SECTION 3: TERM AND TERMINATION

- 3.1 Effective Date. This Agreement shall be effective when the undersigned initial Members' counties, as listed in Exhibit "A," execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8.
- 3.2 Term. The term of this Agreement shall be perpetual, unless terminated by the following process:
 - a) Approval by a majority the Board of Directors; and
 - b) Submission of the matter to the Board of Supervisors of the county of each Member. An explanation of the reasons for the termination shall be sent to the Board of Supervisors of the county of each Member. Each such county

desiring to vote upon termination shall do so by resolution of the Board of Supervisors and return of the same to the President of the IPAC Board of Directors within thirty (30) days of the date the copy of the proposed termination is mailed. Any county not voting upon the proposed termination within this time shall be considered to have approved the termination. In order for termination to occur, it must be approved by seventy-five percent (75%) of the Member counties.

- c) Alternatively, termination will be deemed to be approved in the event any laws are enacted that prohibit the use of Precinct Atlas by the Member counties.

3.3 Effective Date of Termination. If termination is approved pursuant to Section 3.2 on or before January 31 in any fiscal year, then the termination shall be effective the following July 1. If termination is approved after January 31 in any fiscal year, then the termination shall not be effective until one year after the following July 1.

3.4 Distribution of Assets. In the event IPAC is terminated pursuant to this Agreement, cash and cash equivalents (after payment of all just debts, obligations and liabilities of IPAC) shall be apportioned among the current Member counties based upon a pro rata percentage of each Members' fees under this Agreement for the fiscal year of termination. All property of IPAC other than cash and cash equivalents (after payment of all just debts, obligations and liabilities of IPAC), shall be delivered, assigned and conveyed to the entity that is providing support services of Precinct Atlas to IPAC.

SECTION 4: MEMBERS

4.1 Initial Members. Initial Members shall be the Auditors of the counties which have executed, approved and adopted this Agreement through a resolution by the county's Boards of Supervisors by July 31, 2013.

4.2 Member Fees. For the fiscal years ending June 30, 2014 and June 30, 2015, each Member county shall pay a fee equal to \$1,500 plus two (2) cents per registered voter as of May 1 of the applicable year. Fees for subsequent fiscal years shall be set by the IPAC Board by the end of each calendar year for the upcoming fiscal year. Member fees are due and payable July 31 of each year.

4.3 Rollover of Unspent Memorandum of Understanding Fees. Any Initial Members which were participants in the memorandum of understanding of the previously unincorporated Iowa Precinct Atlas Association of County Auditors hereby agree to have all funds associated with its fees paid to Cerro Gordo County remaining with the unincorporated association on July 1, 2013 transferred to IPAC.

- 4.4 Additional Members. After July 31, 2013, new Members may be admitted only if all of the following occur:
- a) The President of the IPAC Board approves admitting the new Member, including the effective date of membership;
 - b) The new Member's county executes, approves and adopts, through a resolution by the county's Board of Supervisors, this Agreement, subsequent amendments thereto and the bylaws in effect at that time; and
 - c) The new Member's county pays the member fees for the current fiscal year.
- 4.5 Member Voting. Every Member in attendance at either an annual or special meeting of IPAC Members shall be entitled to one vote on any question or resolution presented to the Members during the meeting. Proxy voting shall not be allowed, except that a Member's staff person shall be allowed to vote in the place of an absent County Auditor. A Member shall be considered in attendance for purposes of voting only by being present in person at a meeting – participation via phone or other electronic means shall not be considered being present for purposes of voting.
- 4.6 Quorum. A majority of the Members shall constitute a quorum. A quorum must be present in order for the Members to conduct business.
- 4.7 Action. In order for an action to be approved, it must be approved by a majority of the Members present at a meeting, unless a higher threshold is required by a specific provision in this Agreement or the bylaws.
- 4.8 Member Meetings. The IPAC annual meeting shall be held in conjunction with the summer conference of the Iowa State Association of County Auditors. Other conferences, schools, and special meetings of the Members shall be called by the President or by a majority vote of the Board. The President shall promptly give notice of meetings and copies of agendas to all the Members.
- 4.9 Member Withdrawal. A Member county may voluntarily withdraw from IPAC by providing the Board of Directors with written notice. A Member county that withdraws will not receive any refund of fees, regardless of when in the fiscal year the Member county withdraws. If the IPAC Board of Directors receives notice of withdrawal prior to January 31 of any fiscal year, then the Member county will be under no obligation to pay fees associated with the next fiscal year. If the IPAC Board of Directors receives notice of withdrawal after January 31 of any fiscal year, then the Member county will still be obligated to pay the fees associated with the next fiscal year. Upon receipt of notice to withdraw, any Member or other representative of the Member's county that is serving in an elected or appointed IPAC position shall be deemed to have resigned from the position. Any Member which withdraws under this Section 4.9 must discontinue use of Precinct Atlas on the first day in which the Member county's fees expire and will remove Precinct Atlas from all systems (as required under IPAC's license for use of Precinct Atlas with

Cerro Gordo County) of the withdrawing Member county by the same date. If the withdrawing Member later wants to be re-admitted to IPAC, it must go through the process set forth in Section 4.4.

4.10 Member Removal. Upon approval by a majority of the Board of Directors, a Member may be removed for any of the following reasons:

- a) a Member's county breaches the licensing agreement between IPAC and Cerro Gordo County;
- b) a Member's county is 60 days delinquent in paying its fees under this Agreement;
- c) otherwise "for cause," which shall only be for serious delinquencies.

If a Member is removed under Section 4.10(c), such removal shall only be effective after approval by both the Board of Directors and the Members. Members removed under this Section 4.10 shall be required to pay fees in the same manner as a Member withdrawing under Section 4.9. Upon removal, any Member or other representative of the Member's county that is serving in an elected or appointed IPAC position shall be deemed to have resigned from the position and the removed Member must discontinue use of Precinct Atlas and remove Precinct Atlas from all systems (as required under IPAC's license for use of Precinct Atlas with Cerro Gordo County) of the removed Member county by the same date.

SECTION 5: GOVERNANCE AND ELECTIONS

5.1 Board Duties. IPAC shall be under the direction and control of the Board of Directors. The IPAC Board of Directors shall have each and all of the following powers:

- a) To contract with any public or private entity to provide all necessary services, specifically including a limited exclusive license agreement with Cerro Gordo County;
- b) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- c) To establish a system of accounting and budgeting, and a system for receiving payments;
- d) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- e) To sue and be sued;
- f) To appoint a fiscal agent;
- g) To do and perform any acts authorized by Chapter 28E of the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;
- h) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- i) To receive funds from each Member as set forth in this Agreement;
- j) To accept grants, contributions or loans from Federal, State or local agencies;
- k) To establish the times and places for business meetings and educational conferences, and set agendas for those meetings and conferences; and

- l) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

5.2 Initial Board of Directors. The initial IPAC Board of Directors shall be those individuals serving on the executive board of the previously unincorporated Iowa Precinct Atlas Association of County Auditors as of the Effective Date of this Agreement. The Cerro Gordo County Auditor shall also serve as a voting initial Director. The initial Board of Directors shall serve until successor Directors take office, as described below.

5.3 Subsequent Board of Directors. The first election for Directors under this Agreement shall be held at IPAC's 2015 Annual Meeting, which shall occur in conjunction with the summer conference of the Iowa State Association of County Auditors. Terms of subsequent Directors shall begin immediately following the election and shall continue for staggered terms as set forth in the bylaws. The subsequent Board of Directors shall include a minimum of five (5) members. The board shall include the following positions:

- a) President;
- b) Vice President;
- c) Secretary; and
- d) At least two (2) general Directors.

The bylaws shall determine if additional Directors or positions for general Directors are necessary.

5.4 Duties of Director Positions.

- a) The President shall preside at the IPAC business meetings and Director meetings, preserve order, enforce this Agreement and IPAC's bylaws, and appoint committee members, unless otherwise provided. The President shall appoint any additional committee for a special purpose different from the purposes of the Standing Committees.
- b) The Vice President shall assist the President. During the temporary absence or disability of the President, the Vice President shall discharge the duties of the President. Should the President be permanently absent or disabled, the Vice President shall succeed to the office of the President.
- c) The Secretary shall keep minutes of all IPAC business and Director Board meetings and other IPAC business records. The Secretary's records and all accounts shall be open at all times for inspection by any IPAC Member.

5.5 Director Elections. Director nominations for each position shall be made pursuant to the bylaws. Any Member in good standing may be nominated. Directors shall be elected by a plurality vote of the Members present, so that the nominee for each Director position receiving the greatest number of votes relative to all other nominees for such Director position will be elected. Voting shall be by secret written ballot for any position in which more persons have been nominated than there are positions to be filled.

5.6 Quorum. A majority of the Directors shall constitute a quorum. A quorum must be present in order for the Board to conduct business.

5.7 Director Action. Each Director shall have one vote and action shall be taken through approval by a majority of the Directors present, unless a specific provision requires a higher threshold in this Agreement or the bylaws.

5.8 Director Meetings. Director meetings shall be held as needed and called by the President. Director meetings may be held via telephone or other forms of electronic communication. Directors participating in a Director meeting via telephone or other forms of electronic communication shall be deemed present for purposes of voting.

5.9 Standing Committee Duties. Each Standing Committee shall consist of Members in good standing as appointed by the Board of Directors. At the discretion of the Board of Directors, a Standing Committee may be expanded for a definite or indefinite period of time, for a special purpose, in order to more effectively complete work of the committee and additional committees may be created by the Board of Directors. The chair of any Standing Committee must give prior notice of all meetings and agendas to the committee members and the President and shall report regularly to the Board of Directors concerning the committee's activities.

5.10 Vacancies. In the event of vacancies by any person serving as a Director or committee member by death, resignation (which must be provided in writing to the Board of Directors), inability to serve, or withdrawal or removal of the county in which the Member represents, then the President shall appoint a Member to the position for the remainder of the term.

5.11 Conflict of Interest. If a Director engages in employment or an activity that contracts with or otherwise engages in activities with IPAC, then such Director shall disclose the existence of a conflict to the Board of Directors and refrain from taking any official action that would detrimentally affect or create a benefit for the employment or activity. Official action specifically includes participating in any vote or taking affirmative action to influence any vote on the matter.

SECTION 6: SCOPE, AMENDMENTS AND BYLAWS

6.1 Substantive Amendments to this Agreement. Substantive amendments to this Agreement shall be made by resolution of the Board of Directors of IPAC adopting such amendment and then submitting it to the Members for approval. A separate explanation of the reasons for the amendment shall be included. If the amendment is approved by the Members, then such amendment and explanation shall be submitted to the Boards of Supervisors for each Member's county. Each county desiring to vote upon the amendment shall do so by resolution of its Board of Supervisors and return the same to the President of the Board within thirty (30) days of the date the copy of the proposed amendment is mailed. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment is approved by a majority of the Member counties under

this process, it shall become effective on the day as stated in the amendment. Amendments shall be filed and recorded as required by Iowa Code Section 28E.8.

6.2 Bylaws. Bylaws shall be approved by the Members and substantive amendments to the bylaws shall be approved by the Members.

6.3 Non-substantive amendments to bylaws or this Agreement. The Board of Directors is authorized to make non-substantive amendments to this Agreement or IPAC's Bylaws. Non-substantive amendments shall only mean amendments made to reflect the current membership of IPAC, so long as such Members have been accepted pursuant to the procedures set forth in this Agreement.

6.4 Notice. All notices required to be provided to the IPAC Board under this Agreement shall be in writing and shall be addressed to the Secretary of IPAC at the offices of the Iowa State Association of Counties.

6.5 Entire Agreement. This Agreement and attachments hereto, and any bylaws later enacted as provided by this Agreement, constitute the entire Agreement between the parties, and supersedes or replaces any prior agreements between the parties relating to this subject matter.

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

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

SIGNATURE PAGE

IN WITNESS WHEREOF, Des Moines COUNTY EXECUTES THIS 28E AGREEMENT, TO BE A MEMBER IN THE IOWA PRECINCT ATLAS CONSORTIUM

EFFECTIVE 7/2/2013 :

BY: [Signature]
Thomas L. Broecker (print name)
Des Moines Board of Supervisors, Chairperson

ATTEST: [Signature]
Terri Johnson (print name)
Des Moines County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
Des Moines COUNTY)

APPROVED
JUL 02 2013
[Signature]
BOARD OF SUPERVISORS

On this 2 day of July, 2013 before me the undersigned, a Notary Public in and for said County and State, personally appeared Thomas L. Broecker and Terri Johnson to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Des Moines County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Des Moines County, Iowa, by authority of its Board of Supervisors and that said Thomas L. Broecker and Terri Johnson as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.



[Signature]

Notary Public In and For Said County
And State of Iowa

Accounts Payable Claims

06/05/2024 MEETING

Note: AP Deputy forgot the meeting had been changed to 06/05/24 and dated the claims 06/04/24.
Nothing will be processed for payment until the Board's approval on 06/05/24.

\$1,211,075.15

Checks

\$33,222.35

Wire Transfer Pmnt

\$1,244,297.50

GRAND TOTAL

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Emily Race Employee #: _____
Title: CNA Department: Local Health

STATUS CHANGES

TERMINATION

- Resignation
 Discharge
 Retirement
- Unsatisfactory Probation
 Death
 Other, Explain

Accepted another position effective 5/23/2024

Last Day Worked _____
Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Unpaid Days _____ to _____

Final Termination Date _____
Final Rate of Pay _____
Permanent Address _____
City, State, Zip _____

LEAVE OF ABSENCE

- Maternity
 Medical
 Other, Explain
- Educational
 Military

Dates of Absence _____ to _____

Does the employee Want
Health Insurance Continued Yes No
Does Employee Want Life
Insurance Continued Yes No

TRANSFER

- Permanent
 Temporary
- Voluntary
 Involuntary

Previous Title _____
Previous Dept _____
New Job Title _____
New Dept _____
Previous Rate _____
Effective Transfer Date _____

LAY OFF

Does the employee Want
Health Insurance Continued Yes No
Does Employee Want Life
Insurance Continued Yes No
Last Day Worked _____

SALARY ADJUSTMENT

- Reclassification
 Anniversary
 Probationary
- Demotion
 Reduction
 Suspension
 Other, Explain

Previous Rate _____ New Rate _____
Previous Job Title: (if changed) _____
Effective Date: _____

Authorized by: Christa Poggemiller Department: Local Health Date: 5/30/2024
Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: _____ Payroll Date: _____

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Aron Kehoe Employee #: _____
Title: Community Outdoor Recreation Department: Conservation
And Education Specialist (Seasonal
Part Time) _____

STATUS CHANGES

TERMINATION

Resignation Unsatisfactory Probation
 Discharge Death
 Retirement Other, Explain

Last Day Worked _____
Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Last Day Paid _____
Unpaid Days _____ to _____

Final Termination Date _____
Final Rate of Pay _____
Permanent Address _____
City, State, Zip _____

LEAVE OF ABSENCE

Maternity Educational
 Medical Military
 Other, Explain _____

Dates of Absence _____ to _____

Does the employee Want
Health Insurance Continued Yes No
Does Employee Want Life
Insurance Continued Yes No

Authorized by: 
Authorized by: Chris Lee

Department: Conservation Date: 5/31/2024
Department: _____ Date: _____

Pay Period Ending: 6/7/2024 Payroll Date: 6/14/2024

TRANSFER

Permanent Voluntary
 Temporary Involuntary

Previous Title _____
Previous Dept _____
New Job Title _____
New Dept _____
Previous Rate _____ New Rate _____
Effective Transfer Date _____

LAY OFF

Does the employee Want
Health Insurance Continued Yes No
Does Employee Want Life
Insurance Continued Yes No
Last Day Worked _____

SALARY ADJUSTMENT

New Hire Demotion
 Anniversary Reduction
 Promotion Suspension
 Probationary Other, Explain

Previous Rate _____ New Rate \$20.00/hr
Previous Job Title: (if changed) _____
Effective Date: June 6, 2024

COMMISSION OF VETERANS AFFAIRS

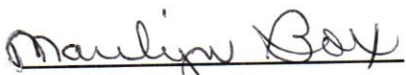


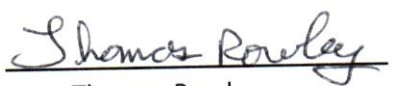
We, the undersigned members of the Commission of Veterans Affairs, hereby certify that the following is a correct statement of the names, and assistance given to persons entitled to financial assistance under Chapter 35B of the Code of Iowa, as amended, for the month of **May 2024**.

NAME	WAR	AMOUNT	FOR
E.G.	Vietnam	\$330.62	Utility
R.W.	Vietnam	\$1,000.00	Burial

TOTAL **\$1,330.62**


Arne Hausknecht


Marilyn Box


Thomas Rowley



COMMISSION OF VETERANS AFFAIRS

DES MOINES COUNTY

STATISTICS FOR THE MONTH OF MAY 2024

Total spent on Direct Financial Aid to Vets: **\$1,330.62** Total Budgeted **\$33,050.00**

SPENT:		WAR-TIME PERIOD				BALANCE
						\$33,050.00
Food	\$0.00	WWII	\$0.00	July	\$491.77	\$32,558.23
Medical	\$0.00	Korean	\$0.00	August	\$550.00	\$32,008.23
Rent	\$0.00	Vietnam	\$1,330.62	September	\$582.41	\$31,425.82
Utilities	\$330.62	Lebanon	\$0.00	October	\$294.60	\$31,131.22
Clothing	\$0.00	Panama	\$0.00	November	\$624.00	\$30,507.22
Personal	\$0.00	Grenada	\$0.00	December	\$268.96	\$30,238.26
Education	\$0.00	Persian Gulf	\$0.00	January	\$250.00	\$29,988.26
Burial	\$1,000.00	Peace Time	\$0.00	February	\$282.41	\$29,705.85
Misc.	\$0.00	<i>Food Pantry</i>	\$0.00	March	\$282.41	\$29,423.44
				April	\$1,550.00	\$27,873.44
				May	\$1,330.62	\$26,542.82
Total	\$1,330.62			June		\$26,542.82

VETERANS AFFAIRS STATISTICS

July 2023-June 2024



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YEAR
FACE TO FACE INTERVIEWS													
Federal Assist	26	41	24	27	44	36	27	41	47	34	38		385
County Assist	2	2	3	1	1	1	1	2	1	3	2		19
PHONE CALLS RECEIVED													
Federal Assist	67	80	82	90	101	67	111	113	107	88	115		1021
County Assist	1	3	2	2	2	2	3	4	3	2	1		25
Van Calls	34	46	22	30	20	17	34	28	34	30	17		312
VA Clinic Calls	2	0	2	10	2	3	2	2	1	0	6		30
CORRESPONDENCE													
Received	4	7	1	3	2	1	1	1	2	2	3		27
Sent	5	5	5	2	4	3	5	6	3	6	5		49
VETS ASSISTED IN COMPLETING GOVT. FORMS													
	26	41	24	27	44	36	27	41	47	34	38		385
GRAVE REGISTRATION FORMS TO STATE													
	1	2	0	3	1	0	1	0	1	1	1		11

May 28, 2024

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9:00 AM on Tuesday, May 28, 2024, with Chair Tom Broeker, Vice-Chair Jim Cary, and Member Shane McCampbell present. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

Unless otherwise noted, all motions passed unanimously. The Pledge of Allegiance was conducted.

Meeting with Department Heads: County Auditor Sara Doty reported Rural Spring Cleanup is still active through June 8th. Absentee voting is available in the Auditor's Office until June 3rd. The Auditor's Office is open on June 1st from 8:00 AM – 4:00 PM for Absentee voting. June 4th the polls will be open for voting. Our Board of Supervisors meeting will be held on Wednesday, June 5th, due to the Election being held on June 4th. IT Director Colin Gerst reported his office is busy. Sheriff Kevin Glendening stated his office has been busy. The Sheriff's Department ran an operation along with the Burlington Police Department, West Burlington Police Department, and the United States Marshalls Office, to cleanup violent offender arrest warrants and made several arrests this last week. The jail population is 97. The School Resources Officer's are back on patrol since school is out for the summer. Maintenance Director Rodney Bliesener has an agenda item. Assistant Land Use Administrator Jarred Lassiter reported they will have an agenda item next week. He introduced Jack Schwarm, a new employee at the Land Use Department. Budget Director Cheryl McVey was present for an agenda item. Emergency Management Director Shannon Prado stated she remains busy. She has received a lot of inquiries regarding the storm sirens. They do alarm County wide, despite which area of the County the storm is centered in. They will warn of excess winds of 70 MPH or greater, severe thunderstorms, large hail, or a tornado warning. MHSEI CDS Director Ken Hyndman gave a Mental Health update. Safety Director Angela Vaughan stated she is busy. County Attorney Lisa Schaefer reported she has a personnel action on the agenda and her office remains busy. County Engineer Brian Carter reported Golf Course Rd. is still closed. The contractors are certainly on the tail end of things. The bridge contractor will close Highway 99 Bridge North over Yellow Spring Creek on Thursday of this week.

The Board of Supervisors received a correspondence letter from the City of Burlington regarding construction on Agency St. We also received a letter from the Federal Emergency Management Agency regarding a FEMA notice to any person who wishes to appeal the new floodplain map.

A Public Hearing for FY24 Budget Amendment was held. Cary made a motion to open the public hearing and was seconded by McCampbell. Budget Director Cheryl McVey spoke on this. No public comment was received. Chairman Broeker asked Auditor Doty if any public comments were received in the Auditor's Office. None received. McCampbell made a motion to close the public hearing and was seconded by Cary.

Approval of Resolution #2024-030 Budget Amendment for FY24 was presented. McCampbell made a motion to approve and was seconded by Cary.

INSERT RESOLUTION #2024-030

Approval of a lease agreement with Mental Health Agency of Southeast Iowa was presented. Cary made a motion to approve and was seconded by McCampbell.

Approval of Payroll Reimbursement Claims was presented. McCampbell made a motion to approve and was seconded by Cary.

Personnel Actions – Recorder, Renae Hardin, 2nd Deputy, 42.86 unpaid hours for pay period ending on 5/24. McCampbell made a motion to approve and was seconded by Cary. Public Health – Emily Race, CNA, New Hire part time, 24 hours per week, \$16 hourly effective 5/21. McCampbell made a motion to approve and was seconded by Cary. Sheriff – Mary Beik, Civil Administrative Assistant, Promotion, New Salary is \$51,378.65 yearly effective 7/1. Cary made a motion to approve and was seconded by McCampbell. County Attorney – Katherine Gibb, Administrative Assistant, status change from full time to part time, \$25.52 hourly effective 5/23. Cary made a motion to approve and was seconded by McCampbell.

McCampbell motioned to approve the May 21st, 2024, regular meeting minutes and was seconded by Cary.

McCampbell attended a Community Action meeting and Cary attended a Regional Planning meeting.

Ryan Nagrocki with Midwest Realty spoke during public input. He stated that they are requesting funds for a project at Sundown Apartments and wishes it to be on the agenda for June 5th. IT Director Colin Gerst also spoke during public input. He would like to thank the Board of Supervisors for contributing County funds to help with the new revisions at Dankwart Park. He stated it is a great thing for families in our Community.

The meeting was adjourned at 9:37 AM.

Following the meeting, a work session was held with Emergency Management Director Shannon Prado in regard to Ragbrai.

This Board meeting is recorded. The meeting minutes and audio are posted on the county's website www.dmcountry.com

Tom Broeker, Chair
Attest: Sara Doty, County Auditor