LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, May 27, 2020
12:30 p.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order
Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

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

Reports
Receive and place on file the Veteran Affairs COVID19 Monthly report for April 2020

Resolutions
Resolution to establish stop regulations to stop northbound traffic on Buffalo Drive at the intersection with Sutton Road.
Resolution to establish speed limit of 35mph on Paris Road from approximately 170’ east of Sutton Rd to approximately 170’ west of Buffalo Drive and to establish speed limit of 35 mph on Sutton Road from 775’ south of Paris Road to approximately 1315’ north of the Wapsipinicon River bridge.

Contract and Agreements
Approve and authorize Chair to sign a 28E agreement with the City of Marion for a Hot Mix Asphalt (HMA) overlay project on shared portions of Secrist Road for an estimate of $108,858.31 for the Secondary Road Department.
Approve and authorize Chair to sign a 28E Agreement between Linn County and the City of Robins for placing a double seal coat on shared portions of Midway Road from Schmickle Rd. south to the city limits for the Secondary Road Department
Approve and authorize Chair to sign a 28E Agreement between Linn County and the City of Robins for placing rock on the shoulder along W Main St for the Secondary Road Department.
Approve and authorize Chair to electronically sign the Third Amendment to Tracking, Monitoring & Intervention Contract between Linn County and the 6th Judicial District Juvenile Court and Department of Human Services effective July 1, 2020 through June 30, 2021 for an amount not to exceed $848,371.00.
Approve and authorize Chair to sign the 2020-2021 Agreement between Linn County and Grant Wood Area Education Agency for the operation of the Juvenile Detention Center education Program effective July 1 2020 through June 30, 2021.
Approve and adopt a facemask/face covering policy for Linn County employees and facilities.

Approve and authorize Chair to sign a contract between Linn County and Ethnic Minorities of Burma Advocacy and Resource Center (EMBARC) to provide COVID-19 response and related social and behavioral health services for vulnerable Linn County populations to include refugees for $12,000 retroactive to April 1, 2020 through July 31, 2020.

Approve and authorize Chair to sign an Iowa Department of Transportation Secondary Roads Five Year Program amendment for the Secondary Road Department.

Approve and authorize Chair to sign Agency Agreements for Fiscal Year 2021 Linn County Community Services Funded Agency between Linn County and the following organizations:

- Aging Services, $18,921
- Central City Food Program, $26,473
- Dental Health Center of East Central Iowa, $12,286
- Eastern Iowa Health Center, $21,613
- HACAP, $32,887
- Horizons, $109,953
- S.A.N.S.I, $8,123
- Southeast Linn Community Center, $5,174
- Waypoint Services, $32,582

Approve and authorize Chair to sign a contract between Linn County and the Iowa Department of Human Services for the Iowa Child Abuse Prevention Program (ICAPP) Local Services Contract-Parent Development, to provide a long term parent support program for at risk families with children ages 6 to 12, effective July 1, 2020 through June 30, 2021 for an amount not to exceed $46,963, with an option to extend the contract four years.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Update on Linn County’s response to COVID-19

Discuss and decide on COVID-19 Budget Requests

Second reading of the Ordinance Regulating the Operation of All-Terrain Vehicles and Off-Road Vehicles in Linn County, Iowa

Discuss and decide on extending telework policy

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

Claims
Discuss and decide on claims.

Board Member Reports

Correspondence

Appointments
Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

1) Conference call—telephone number 866-576-7975, access code 218839#
2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
| Category                        | JULY | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE |
|--------------------------------|------|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| Director Webinars              |      |     |      |     |     |     |     |     |     |     |     | 3    |      |
| MSG/Outcalls Director         |      |     |      |     |     |     |     |     |     |     |     | 36   |      |
| Coordinator Meetings           |      |     |      |     |     |     |     |     |     |     |     | 7    |      |
| Outreach Veterans              |      |     |      |     |     |     |     |     |     |     |     | 7    |      |
| VSO Training/Meetings          |      |     |      |     |     |     |     |     |     |     |     | 36   |      |
| Service Connected/VSO         |      |     |      |     |     |     |     |     |     |     |     | 80   |      |
| Pension/VSO                   |      |     |      |     |     |     |     |     |     |     |     | 30   |      |
| County Claims Issued           |      |     |      |     |     |     |     |     |     |     |     | 32   |      |
| Covid Claims Issued            |      |     |      |     |     |     |     |     |     |     |     | 10   |      |
| Covid19 Food Assist            |      |     |      |     |     |     |     |     |     |     |     | 6    |      |
| Homeless                       |      |     |      |     |     |     |     |     |     |     |     | 1    |      |
| Client Appeals/Relief          |      |     |      |     |     |     |     |     |     |     |     | 0    |      |
| Nursing Home Contacts          |      |     |      |     |     |     |     |     |     |     |     | 72   |      |
| Grave Markers Issued           |      |     |      |     |     |     |     |     |     |     |     | 2    |      |
| Grave Registrations            |      |     |      |     |     |     |     |     |     |     |     | 10   |      |
| VHA Applications               |      |     |      |     |     |     |     |     |     |     |     | 2    |      |
| VAMC Applications              |      |     |      |     |     |     |     |     |     |     |     | 2    |      |
| VA Loan Eligibility            |      |     |      |     |     |     |     |     |     |     |     | 1    |      |
| Medal Requests                 |      |     |      |     |     |     |     |     |     |     |     | 0    |      |
| DD214/180                      |      |     |      |     |     |     |     |     |     |     |     | 13   |      |
| DD214/180 Applications         |      |     |      |     |     |     |     |     |     |     |     | 0    |      |
| Approved Budget                |      |     |      |     |     |     |     |     |     |     |     | $616,727.00 |      |
| Approved Adjusted Budget       |      |     |      |     |     |     |     |     |     |     |     | $616,727.00 |      |
| Total Expenditure-To-Date      |      |     |      |     |     |     |     |     |     |     |     | $447,641.56 |      |
| SST Reimbursement              |      |     |      |     |     |     |     |     |     |     |     | 0    |      |
| Budget Balance                 |      |     |      |     |     |     |     |     |     |     |     | 169,085.04 |      |

Chairperson: [Signature]
Secretary: [Signature]
Member: [Signature]
Director: [Signature]
RESOLUTION # ________________

ESTABLISH STOP REGULATIONS

WHEREAS, the following intersection located in Linn County has been reviewed by the Linn County Secondary Road Department, and

WHEREAS, it is deemed appropriate to place traffic control signing.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors, meeting in regular session, and upon recommendation of the Linn County Engineer that the Secondary Road Department place a stop sign at the following location.

- Stop northbound traffic on Buffalo Drive at the intersection with Sutton Road in section 19-86-6.

The Board of Supervisors declares these signs to be legal, valid and enforceable and directs the County Engineer to erect said signs in accordance with the provisions of the Code of Iowa.

Moved by Supervisor ____________________ Seconded by Supervisor ____________________
that the above resolution be adopted this ___ day of ________________, 201__ by a vote of ___ aye ___ nay and _____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

______________________________
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

______________________________
Linn County Auditor
RESOLUTION # __________________

ESTABLISH SPEED LIMIT

WHEREAS, the Board of Supervisors is empowered under authority of the Iowa Code Sections 321.255 and 321.285 of the Code of Iowa, to determine upon the basis of an engineering and traffic investigation, that the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS, such an investigation has been requested and has been completed by the Linn County Engineer.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County that the speed limit be established and appropriate signs be erected at the location described as follows:

- 35 mph on Paris Road from approximately 170’ east of the intersection with Sutton Road to approximately 170’ west of the intersection with Buffalo Drive in sections 19, 20, 29 and 30-86-6.
- 35 mph on Sutton Road from approximately 775’ south of the intersection with Paris Road to approximately 1315’ north of the bridge over the Wapsipinicon River in sections 19, 20, 29 and 30-86-6.

The Board of Supervisors declares these signs to be legal, valid and enforceable and directs the County Engineer to erect said signs in accordance with the provisions of the Code of Iowa.

Moved by Supervisor ___________________ Seconded by Supervisor ___________________
that the above resolution be adopted this _____ day of ________________, 201__ by a vote of ___ aye ___ nay and ___ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

______________________________                         ATTEST:
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

Linn County Auditor
Speed Limit Resolution

Paris Road
35 mph - 170' east of Sutton Rd to 170' west of Buffalo Dr
Sutton Road
35 mph - 775' south of Paris Road to 1315' north of the Wapsipinicon River bridge
CITY AND COUNTY
PROJECT AGREEMENT

This agreement entered this 4th day of June 2020, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Marion, hereinafter referred to as City.

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

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

WHEREAS, it is proposed, that the City plan, design and let for bidding a construction project to repair and overlay with Hot Mix Asphalt (HMA) the existing pavement, shoulder and apply pavement markings on shared portions of Secrist Road as a part of the 2020 HMA Resurfacing Project, and

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

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

1) SCOPE OF WORK - Design, let and construct improvements to Secrist Road per plans and specifications produced by the City of Marion City Engineer. Work is to include asphalt overlay, granular shoulder, pavement marking, staking, inspection, and other items to complete the project. Other items may include grading, patching, culvert extensions or replacements, etc.

2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.
3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.

4) ADMINISTRATION - The City shall be responsible for the administration of this project.

5) INDEMNIFY - The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

6) INDEMNIFY - The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

7) FINANCING - The City shall initially finance the cost of the project. The County shall reimburse the City for the actual cost of construction plus 7.5% administration fees (design, inspection, plan preparation, etc.) based on proposed plans and attached project estimate for the portion of the project outside Marion’s corporate limits as they exist at the time the project is complete. The patches will be paid for as measured outside of Marion’s corporate limits.

8) TERMINATION:
   a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
   b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

9) ADDITIONAL PROVISIONS RELATING TO IOWA CODE SECTION 28E.6
   In accordance with Iowa Code 28E.6, the parties further state:
   a) This Agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking of the County and the City for this project. As stated in Article 4 above, the City shall act as administrator for purposes of Iowa Code Section 28E.6(1)(a).
   b) No real or personal property shall be jointly acquired, held, or disposed of in the execution of this agreement. Each party shall acquire, hold, and dispose of real property as otherwise provided in this agreement.
   c) Pursuant to Iowa Code Section 28E.8, the City shall file this Agreement with the Iowa Secretary of State in an electronic format and in a manner specified by the Secretary of State.

10) GOOD FAITH - The City, the County, their agents, officers, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the County and the City, or their designees.

11) MODIFICATION - This Agreement shall not be modified except by written agreement signed by both parties.
12) EXECUTION - This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original, and which together shall constitute one and the same instrument. In addition, the Parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

LINN COUNTY AUDITOR

CITY OF MARION

MAYOR

ATTEST:

MARION CITY CLERK
Third Amendment to the Tracking, Monitoring & Intervention Contract

This Amendment to Contract Number JUV-19-CB-6-001 is effective as of July 1, 2020, between the Juvenile Court Services for the 6th Judicial District of Iowa (JCS), the Iowa Department of Human Services (Agency), and Linn County Board of Supervisors (Contractor).

Section 1: Amendment to Contract Language
The Contract is amended as follows:


Revision 2. Section 1.3.3.1 Pricing is hereby deleted and replaced as follows:
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 as follows:

Contractor shall be paid at a rate of $0.82 per minute for the provision of tracking services. Contractor shall be paid at a rate of $0.91 per minute for the provision of intervention services. For the contract period of July 1, 2020 to June 30, 2021, the maximum yearly amount that JCS and the DHS will pay Contractor is $848,371.00.

Section 2: Ratification & Authorization
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.
Section 3: Execution

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

<table>
<thead>
<tr>
<th>Juvenile Court Services, 6th Judicial District of Iowa</th>
<th>Iowa Department of Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
</tr>
<tr>
<td>Christopher L. Wyatt, Chief Juvenile Court Officer</td>
<td>5/21/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Linn County Board of Supervisors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
</tr>
<tr>
<td>Ben Rogers</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Linn County Decategorization Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
</tr>
<tr>
<td>David Thielen</td>
</tr>
</tbody>
</table>

Printed Name: Ben Rogers

Printed Name: David Thielen
2020-2021 Agreement
for the operation of the Juvenile Detention Center
Linn County Juvenile Detention & Diversion Services

This agreement, between the Linn County Board of Supervisors and Grant Wood Area Education Agency, is entered into at the request of the Linn County Board of Supervisors in accordance with Section 281-63.1 (282) of the Code of Iowa.

The period of this agreement is from July 1, 2020 through June 30, 2021.

PURPOSE
The purpose of this agreement is to ensure an appropriate educational program for youth residing at the Juvenile Detention Center through a coordinated effort between Linn County Board of Supervisors and Grant Wood Area Education Agency, hereinafter known as (“GWAEA”).

The Linn County Board of Supervisors agrees to:
1. Provide adequate facilities for the educational components of the Juvenile Detention Center to include the operation and maintenance costs.
2. Provide the financial support for the non-school programs to include salaries and all other related costs.
3. Approve expenditures and encumbrances for non-school related costs.

GWAEA agrees to:
1. Provide the administration and supervision of the educational programs under the direction of the Associate Administrator. The Associate Administrator will assign coordination and supervisory roles to qualified personnel employed by GWAEA.
2. Develop and evaluate the curriculum and program content of the educational programs operating in the Juvenile Detention Center. The educator assigned to this site will be involved in the planning process.
3. Financially support those programs which are allowable under the Rules and Regulations established by the State Department of Education, and in keeping with the Code of Iowa, and which have been authorized by the GWAEA Board of Directors.
4. Be responsible for the recruitment, employment, evaluation and dismissal of the educational program staff. Educational program staff members are covered by a negotiated agreement (Master contract) and are subject to all rights, privileges and limitations specified therein. A calendar reflecting such things as non-work days, holidays and staff development days will be developed with the staff member's immediate supervisor. The number of teachers and associates hired will comply with the number mandated by the Rules and Regulations of the State Department of Education.
5. Educational program staff may initiate requisitions for instructional materials and supplies following procedures established by the GWAEA and the Associate Administrator. These requisitions will be reviewed by supervisory personnel and may culminate with the approval of the requested expenditure by the Associate Administrator or designee.
6. Provide a minimum of 1,080 hours of educational instruction with appropriately certified teaching staff.
We, the undersigned, hereby certify that we are the properly authorized officers of the Agencies to be bound by the approval of this Agreement and that we hereby accept the terms and conditions provided herein. This agreement will be reviewed and considered for renewal on an annual basis.

______________________________  ________________________________
Chairperson                        Board President
Linn County Board of Supervisors   Grant Wood Area Education Agency

______________________________  ________________________________
Date                              Date
**Sub /Project Title:** COVID-19 Response  
**Subcontract Number:** 20Response1  
**Subcontractor:** Ethnic Minorities of Burma Advocacy and Resource Center (EMBARC)  
**Subcontractor Address:** 2309 Euclid Avenue  
Des Moines, IA 50310

<table>
<thead>
<tr>
<th>Subcontract Amount:</th>
<th>$12,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding Sources:</td>
<td>Linn County</td>
</tr>
<tr>
<td>Project Period:</td>
<td>April 1, 2020 – July 31, 2020</td>
</tr>
<tr>
<td>Match Required:</td>
<td>No</td>
</tr>
</tbody>
</table>

The Subcontractor agrees to perform the work and to provide the services described in the Subcontract Conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Subcontract.

**For and behalf of Linn County:**  
By:  
Ben Rogers, Chair  
Linn County Board of Supervisors  
Date:  

**For and behalf of the Subcontractor:**  
By:  
Henny Ohr, Executive Director  
EMBARC  
Date: 5/13/2020

**For and behalf of LCPH:**  
By:  
Pramod Dwivedi, Director  
Linn County Public Health  
Date: 5-19-2020
Contract Conditions

Article I - Identification of Parties and Key Personnel
This contract is entered into by and between Linn County Public Health (LCPH) and the Subcontractor as identified on the previous page.

LCPH Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pramod Dwivedi</td>
<td>Project Director</td>
<td><a href="mailto:Health@linncounty.org">Health@linncounty.org</a></td>
</tr>
<tr>
<td>Larry Hlavacek</td>
<td>Fiscal Contact</td>
<td><a href="mailto:Larry.Hlavacek@linncounty.org">Larry.Hlavacek@linncounty.org</a></td>
</tr>
<tr>
<td>Tricia Kitzmann</td>
<td>Community Health Division Manager</td>
<td><a href="mailto:Tricia.Kitzmann@linncounty.org">Tricia.Kitzmann@linncounty.org</a></td>
</tr>
<tr>
<td>Branch Supervisor</td>
<td>Assessment and Health Promotion Branch Supervisor</td>
<td><a href="mailto:Kaitlin.Emrich@linncounty.org">Kaitlin.Emrich@linncounty.org</a></td>
</tr>
<tr>
<td>Kaitlin Emrich</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subcontractor Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henny Ohr</td>
<td>Agency Director</td>
<td><a href="mailto:henny@embarciowa.org">henny@embarciowa.org</a></td>
</tr>
<tr>
<td>Jeanine Rutter</td>
<td>Agency Finance Lead</td>
<td><a href="mailto:jeanine@embarciowa.org">jeanine@embarciowa.org</a></td>
</tr>
<tr>
<td>Lemi Tilahun</td>
<td>Program Lead</td>
<td><a href="mailto:lemitilahun@gmail.com">lemitilahun@gmail.com</a></td>
</tr>
</tbody>
</table>

Article II - Statement of Contract Purpose
Build a sustainable collaborative system supporting vulnerable Linn County populations to include refugees.

Article III - Description of Work and Services
Identification of vulnerable populations
- Leverage social services and behavioral health within the community.
- Conduct rapid assessment (e.g., focus groups) of concerns and needs of the community related to prevention of COVID-19.
- Identify gaps and implement strategies that encourage risk-reduction behaviors.

Activity
1. Identify community members to include high need refugees impacted by social distancing interventions, or patients with COVID-19 virus (or at risk of exposure) to ensure they are aware of resources such as but not limited to food, school, employment, housing, mental health and health information.
2. Provide casework support.
   a. Assist with applications supporting needs noted above
   b. Schedule appointments
   c. Transport to appointments
3. Identify food insecurity gaps in the community and provide food as needed.

Information Sharing
- Develop, coordinate, and disseminate information, alerts, warnings, and notifications regarding risks and self-protective measures to the public,
particularly with at-risk and vulnerable populations, and incident management responders.

- Develop community messages are accurate, timely and reach at risk populations

Activity
1. Translate or interpret COVID-19 materials to include, but not limited to Kirundi, Swahili, Lingala, French language.
2. Provide COVID-19 education to refugee community leaders (faith-based organizations, business owners, non-profits) so they can share within their organizations.
3. In partnership with LCPH, collaborate with EMBARC to develop COVID-19 educational audio/video updates to include, but not limited to Kirundi, Kinyarwanda, French, Swahili language.
4. Assist those impacted by social distancing interventions, or patients with COVID-19 virus (or at risk of exposure) to enroll in the Linn County My Care Community to access medical and social service networks, which streamlines the referral process.

Emergency Public Information and Warning and Risk Communication
- Update scripts for jurisdictional call centers with specific COVID-19 messaging (alerts, warnings, and notifications).
- Identify gaps and develop culturally appropriate risk messages for at-risk populations including messages that focus on risk-reduction behaviors.

Activity
1. In collaboration with COVID-19 response agencies, support the EMBARC network and RefugeeRISE AmeriCorps to expand crisis helpline to support refugees impacted by social distancing interventions, or patients with COVID-19 virus (or at risk of exposure).
   a. Answer calls
   b. Case management and navigation in COVID-19 response

Article IV – Reports

<table>
<thead>
<tr>
<th>Report/Document Name</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>W9 Form for Subcontractor</td>
<td>Submit with Signed Contract</td>
</tr>
<tr>
<td>Provide a summary of outreach work from April 1, 2020-May 31, 2020.</td>
<td>June 20, 2020</td>
</tr>
<tr>
<td>Provide a summary of outreach work from June 1, 2020-July 31, 2020</td>
<td>August 20, 2020</td>
</tr>
</tbody>
</table>
| Provide populations served and food receipts for the local portion of the grant. Information to be submitted with monthly expense claim. | June 20, 2020       
|                                                             | July 20, 2020                   
|                                                             | August 20, 2020                 |
| Provide list of translated COVID-19 materials translated with languages from April 1, 2020-May 31, 2020. This does not include translations in the scope of casework activities. | June 20, 2020                   |
Provide list of translated COVID-19 materials translated with languages from June 1, 2020-July 31, 2020. This does not include translations in the scope of casework activities. | August 20, 2020
---|---
Provide summary of EMBARC crisis line support from April 1, 2020-May 31, 2020 | June 20, 2020
Provide summary of EMBARC crisis line support from June 1, 2020-July 31, 2020 | August 20, 2020

**Article V – Budget:**

<table>
<thead>
<tr>
<th>Direct Cost Category</th>
<th>Subcontractor Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary/Fringe</td>
<td>$8,200.00</td>
</tr>
<tr>
<td>- Casework</td>
<td></td>
</tr>
<tr>
<td>- Interpretation</td>
<td></td>
</tr>
<tr>
<td>Gas Cards</td>
<td>$800.00</td>
</tr>
<tr>
<td>Food</td>
<td>$3,000</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$12,000.00</strong></td>
</tr>
</tbody>
</table>

**Article VI – Payments:**
1. Final payment will be withheld until all reports have been submitted.
2. Each invoice will include the following:
   a. Name/address of subcontracting agency
   b. Name, rate, number of hours for each person billing the subcontract
   c. Number and amount of gas cards
   d. Brief summary of the billing period activities
   e. Food receipts of food provided to Linn County residents via outreach work.

<table>
<thead>
<tr>
<th>Invoice</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2020-May 31, 2020 Invoice</td>
<td>June 20, 2020</td>
</tr>
<tr>
<td>June 1, 2020-June 30, 2020</td>
<td>July 20, 2020</td>
</tr>
<tr>
<td>July 1, 2020-July 31, 2020</td>
<td>August 20, 2020</td>
</tr>
</tbody>
</table>

**Article VII – Audits:**
Subcontractor shall provide Linn County, LCPH, and any of their duly authorized representatives’ access, for the purpose of audit and examination, to any documents, papers, and records of the Subcontractor pertinent to this agreement.

**Article VIII: Terms of Agreement:**
1. The term of this agreement is ongoing beginning April 1, 2020 to July 31, 2020. Termination of this agreement may occur in the event funds are de-appropriated, not allocated, or either party’s authorization to conduct business is withdrawn.
With the mutual consent of both parties, upon receipts and acceptance of a thirty (30) day written notice, termination on an agreed-upon date may occur without penalty to either party.

2. This agreement recognizes that Subcontractor will not be considered an employee of Linn County, Iowa, or the Linn County Board of Health for any purpose. Subcontractor shall have no authority over Linn County Board of Health employees. The existence and content of all policies and procedures within Linn County Public Health as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Board of Health and its designee, and the Director of the Linn County Public Health.

3. No amendment, alteration, change, qualification or modification of this Agreement shall be valid unless it is in writing and signed by each Partner hereto and any such amendment, alteration, change, qualification or modification shall be adhered to and have the same effect as if they had been originally embodied in and formed a part of this Agreement.

**Article IX – Indemnification:**
Except with respect to claims arising from separate negligence or willful acts, which shall remain that entity’s personal obligation, each entity agrees to defend, indemnify and hold harmless the other entity and its directors, officers, and employees with respect to a claim arising from the entity’s actual or alleged act, failure to act, error, or omission in the performance of their obligations under this agreement or any governing law or regulation.

**Article X – Additional Conditions:**
1. Funds can't be used to match funding on other federal awards.
# SECONDARY ROADS FIVE YEAR PROGRAM

## Iowa Department of Transportation

### SECONDARY ROADS FIVE YEAR PROGRAM

<table>
<thead>
<tr>
<th>COUNTY CERTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>The detailed construction program for the secondary road system was adopted by the Board of Supervisors on</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTESTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Auditor</td>
</tr>
<tr>
<td>[Signature]</td>
</tr>
<tr>
<td>Date 5/21/2020</td>
</tr>
<tr>
<td>County Engineer</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Chairperson, Board of Supervisors</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IOWA DOT PROGRAM APPROVALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommended Approval:</td>
</tr>
<tr>
<td>OLS Reviewer</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Approval:</td>
</tr>
<tr>
<td>Director of Local Systems</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

Generated on 5/20/2020 7:44 AM
<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Name</th>
<th>Location Description of Work Section / Township / Range</th>
<th>AADT Length Federal ID</th>
<th>Status FM Transfer</th>
<th>Day Labor Type of Work Project Type</th>
<th>Accomplishment Year</th>
<th>Priority Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FY 2020</td>
<td>FY 2021</td>
<td>FY 2022</td>
<td>FY 2023</td>
</tr>
<tr>
<td>FM-C057(144)</td>
<td>55-57</td>
<td>On W Mt Vernon Road, from O'CONNOR ROAD 5.9 Miles to 3RD AVE IN THE CITY OF MT VERNON, S10 TT82N RR05W HMA PAVING</td>
<td>10 5.967 miles</td>
<td>Previous</td>
<td>$0 366 HMA Paving FM</td>
<td>Local</td>
<td></td>
</tr>
<tr>
<td>FM-C057(144)</td>
<td>55-57</td>
<td></td>
<td></td>
<td></td>
<td>FM</td>
<td>1,966</td>
<td></td>
</tr>
<tr>
<td>36315</td>
<td></td>
<td>On QUASS RD, from CITY LIMITS to COUNTY HOME RD, S16 T84N R07W HMA PAVING</td>
<td>490 0.739 miles</td>
<td>Previous</td>
<td>$0 366 HMA Paving Local</td>
<td>Local</td>
<td></td>
</tr>
<tr>
<td>L-QUASS RD-73-57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>L-QUASS RD(20)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39006</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWAP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LFM-C057(SECRIST RD) -- 7X-57</td>
<td></td>
<td>On SECRIST ROAD, from CITY LIMITS to CITY LIMITS WHERE SHARED JURISDICTION ENDS S9 T83 R06 MILLING AND 2&quot; HMA OVERLAY ON SHARED JURISDICTIONS OF SECRIST RD. CITY OF MARION IS ADMINISTERING THE PROJECT. 9 / 83 / 06</td>
<td>1450 0.510 miles</td>
<td>New</td>
<td>$0 366 HMA Paving Local</td>
<td>Local</td>
<td></td>
</tr>
<tr>
<td>SECRIPT RD(20)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45242</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BRS-SWAP-C057(143) -- FF-57</td>
<td></td>
<td>On CENTRAL CITY RD, Over WEST OTTER CREEK, S7 T85 R07 CONCRETE SLAB BRIDGE REPLACEMENT</td>
<td>860 0.000 miles 222280</td>
<td>Previous</td>
<td>$0 320 Bridges SWAP</td>
<td>Local</td>
<td></td>
</tr>
<tr>
<td>BRS-SWAP-C057(143) -- FF-57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37738</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STBG-SWAP-C057(138) -- FG-57</td>
<td></td>
<td>On COUNTY HOME RD, from N CENTER POINT RD to INDIAN CREEK BRIDGE, at S13 T84 R07</td>
<td>5800 6.339 miles</td>
<td>Previous</td>
<td>$0 367 PCC Paving SWAP</td>
<td>Local</td>
<td></td>
</tr>
<tr>
<td>STBG-SWAP-C057(138) -- FG-57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20616</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STBG-SWAP-C057(138) -- FG-57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWAP</td>
<td>700</td>
<td></td>
</tr>
<tr>
<td>Project Number Project Name Project ID</td>
<td>Location Description of Work Section / Township / Range</td>
<td>AADT Length Federal ID</td>
<td>Status FM Transfer</td>
<td>Day Labor Type of Work Project Type</td>
<td>Fund</td>
<td>FY 2020</td>
<td>FY 2021</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>--------------------------------------------------------</td>
<td>------------------------</td>
<td>--------------------</td>
<td>------------------------------------</td>
<td>------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>STBG-SWAP-C057(142)--FG-57 STBG-SWAP-C057(E34)--FG-57 38879</td>
<td>On E34, from at C Ave Ext to roundabout, S10 T84N R07W ROUNDABOUT AT COUNTY HOME RD AND C AVE EXT INTERSECTION 10 / 84N / 07W</td>
<td>870 0.000 miles</td>
<td>Previous</td>
<td>$0 367 PCC Paving SWAP</td>
<td>Local</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM-C057(145)--55-57 FM-C057(E28)--55-57 37742</td>
<td>On BURNETT STATION RD, from CITY OF ALBURNETT to HWY 13, S29 T85 R06 HMA PAVING 29 / 85 / 06</td>
<td>360 3.197 miles</td>
<td>Previous</td>
<td>$0 366 HMA Paving FM</td>
<td>Local</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LFM-LEFEBURE RD--7X-57 LOST-LEFEBURE RD 35323</td>
<td>On LEFEBURE RD, from CITY OF FAIRFAX to WRIGHT BROTHERS BLVD, S22 T82 R08 PCC PAVING 15 / 82 / 08</td>
<td>470 1.572 miles</td>
<td>Previous</td>
<td>$0 367 PCC Paving Local</td>
<td>Local</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LFM-80TH ST NW--7X-57 LOST-80TH ST NW 38894</td>
<td>On 80TH ST NW, from E AVE to ELLIS RD, S21 T83 R8 GRADING 21 / 83 / 8</td>
<td>220 1.500 miles</td>
<td>Previous</td>
<td>$0 352 Excavation Local</td>
<td>Local</td>
<td></td>
<td></td>
</tr>
<tr>
<td>L-E AVE NW--73-57 LOST-E AVE NW(20) 36440</td>
<td>On E AVE NW, from Hwy 100 to BENTON COUNTY LINE, S30 T83N R08W GRADING AND CULVERTS 30 / 83N / 08W</td>
<td>5 2.776 miles</td>
<td>Previous</td>
<td>$0 352 Excavation Local</td>
<td>Local</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Number</td>
<td>Project Name</td>
<td>Location Description of Work Section / Township / Range</td>
<td>AADT Length Federal ID</td>
<td>Status FM Transfer</td>
<td>Day Labor Type of Work Project Type</td>
<td>Accomplishment Year</td>
<td>Priority Years</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------</td>
<td>----------------------------------------------------------</td>
<td>------------------------</td>
<td>--------------------</td>
<td>------------------------------------</td>
<td>---------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>L-BEVERLY RD--73-57</td>
<td>L-BEVERLY RD 24896</td>
<td>On BEVERLY RD, from HWY 151 to EDGECWOOD RD, at S1 T82 R08 HMA PAVING 1 / 82 / 08</td>
<td>1480 1.789 miles</td>
<td>Previous</td>
<td>$0 366 HMA Paving Local</td>
<td>Local 420</td>
<td></td>
</tr>
<tr>
<td>L-BEAR CREEK RD--73-57</td>
<td>L-BEAR CREEK RD 32691</td>
<td>On BEAR CREEK RD, from HOLLENBECK RD to LINN-BENTON RD, S18 T84 R08 Grading &amp; Culverts 18 / 84 / 08</td>
<td>360 1.427 miles</td>
<td>Previous</td>
<td>$0 352 Excavation Local</td>
<td>Local 550</td>
<td></td>
</tr>
<tr>
<td>BROS-SWAP-C057(BR 1053)--FE-57</td>
<td>BR 1053 37758</td>
<td>On BERTRAM RD, Over INDIAN CREEK, S30 T83 R06 CONCRETE SLAB BRIDGE 30 / 83 / 06</td>
<td>630 0.000 miles 220850</td>
<td>Previous</td>
<td>$0 2021 Bridge Replacement SWAP</td>
<td>Local</td>
<td></td>
</tr>
<tr>
<td>LFM-JORDANS GROVE--7X-57</td>
<td>LOST-JORDANS GROVE RD 37755</td>
<td>On JORDANS GROVE RD, from COUNTY HOME RD to WAUBEEK RD, S36 T85 R06 GRADING AND CULVERTS 36 / 85 / 06</td>
<td>45 5.015 miles</td>
<td>Previous</td>
<td>$0 352 Excavation Local</td>
<td>Local</td>
<td></td>
</tr>
<tr>
<td>LFM-SHELLSBURG RD--7X-57</td>
<td>L-SHELLSBURG RD 20608</td>
<td>On SHELLSBURG RD, from LINN-BENTON RD to CREEK RIDGE DR, at S30 T84 R08 PCC PAVING 30 / 84 / 08</td>
<td>3070 1.065 miles</td>
<td>Previous</td>
<td>$0 367 PCC Paving Local</td>
<td>Local 500</td>
<td></td>
</tr>
</tbody>
</table>
## SECONDARY ROADS FIVE YEAR PROGRAM

<table>
<thead>
<tr>
<th>Project Number Project Name Project ID</th>
<th>Location Description of Work Section / Township / Range</th>
<th>AADT Length Federal ID</th>
<th>Status FM Transfer</th>
<th>Day Labor Type of Work Project Type</th>
<th>Fund</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LFM-80TH ST NW--7X-57 LOST-80TH ST NW 37757</td>
<td>On 80TH ST NW, from NORTH OF BRIDGE ON E AVE to ELLIS RD, S22 T83 R08 PCC PAVING 22 / 83 / 08</td>
<td>220 1.342 miles</td>
<td>Previous</td>
<td>$0 367 PCC Paving Local</td>
<td>Local</td>
<td>$750</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LFM-76TH AVE SW--7X-57 L-76TH AVE SW 37753</td>
<td>On 76TH AVE, from LEFEBURE RD to EDGECOM RD, S22 T82 R08 GRADING AND CULVERTS 22 / 82 / 08</td>
<td>90 2.961 miles</td>
<td>Previous</td>
<td>$0 352 Excavation Local</td>
<td>Local</td>
<td>$600</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L-LIGHT RD--73-57 LOST-LIGHT RD 37746</td>
<td>On LIGHT RD, from HWY 1 to CEDAR CO, S23 T82 R05 GRADING AND CULVERTS 22 / 82 / 08</td>
<td>50 3.777 miles</td>
<td>Previous</td>
<td>$0 352 Excavation Local</td>
<td>Local</td>
<td>$750</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BROS-SWAP-C057(6R 878)--SE-57 BROS-SWAP-C057(6R 878)--SE-57 37760</td>
<td>On ROSEDALE RD, Over INDIAN CR, S20 T83 R06 CONCRETE SLAB BRIDGE 20 / 83 / 06</td>
<td>300 0.000 miles 220750</td>
<td>Previous</td>
<td>$0 2021 Bridge Replacement SWAP</td>
<td>Local</td>
<td>$750</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L-JORDANS GROVE RD--73-57 L-JORDANS GROVE RD 37769</td>
<td>On JORDANS GROVE RD, from COUNTY HOME ROAD to HWY 151, S24 T84 R06 GRADING AND CULVERTS 24 / 84 / 06</td>
<td>60 3.208 miles</td>
<td>Previous</td>
<td>$0 352 Excavation Local</td>
<td>Local</td>
<td>$625</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 5
## SECONDARY ROADS FIVE YEAR PROGRAM

<table>
<thead>
<tr>
<th>Project Number Project Name Project ID</th>
<th>Location Description of Work Section / Township / Range</th>
<th>AADT Length Federal ID</th>
<th>Status FM Transfer</th>
<th>Day Labor Type of Work Project Type</th>
<th>Fund</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-E AVE--73-57 LOST-E AVE NW 37739</td>
<td>On E AVE, from LINN-BENTON RD to BERGER LN, S28 T83 R08 PCC PAVING 28 / 83 / 08</td>
<td>120 2.772 miles</td>
<td>Previous $0</td>
<td>367 PCC Paving Local</td>
<td>Local</td>
<td>FM</td>
<td></td>
<td></td>
<td></td>
<td>$1,000</td>
</tr>
<tr>
<td>LFM-BETTYS GROVE RD--7X-57 LOST-BETTY’S GROVE RD 29200</td>
<td>On BETTY’S GROVE RD, from WALKER RD to COUNTY LINE, S3 T86 R08 HMA PAVING 3 / 86 / 08</td>
<td>1420 0.957 miles</td>
<td>Previous $0</td>
<td>366 HMA Paving Local</td>
<td>Local</td>
<td>FM</td>
<td></td>
<td></td>
<td></td>
<td>$350</td>
</tr>
<tr>
<td>LFM-IVANHOE RD--7X-57 LOST-IVANHOE RD 38895</td>
<td>On IVANHOE RD, from HWY 30 to JAPPA RD, S12 T82N R07W PCC WHITETOPPING 12 / 82N / 07W</td>
<td>180 2.248 miles</td>
<td>Previous $0</td>
<td>367 PCC Paving Local</td>
<td>Local</td>
<td>FM</td>
<td></td>
<td></td>
<td></td>
<td>$1,100</td>
</tr>
<tr>
<td>BRS-SWAP-C057(BR 2737)--FF-57 BRS-SWAP-C057(BR 2737)--FF-57 37737</td>
<td>On NORTH CENTER POINT RD, Over EAST OTTER CK, S6 T84 R07 CONCRETE SLAB BRIDGE REPLACEMENT 6 / 84 / 07</td>
<td>1560 0.000 miles 33830</td>
<td>Previous $0</td>
<td>2021 Bridge Replacement SWAP</td>
<td>Local</td>
<td>FM</td>
<td></td>
<td></td>
<td></td>
<td>$800</td>
</tr>
<tr>
<td>STBG-SWAP-C057(D62)--FF-57 STBG-SWAP-C057(D62)--FF-57 36441</td>
<td>On WALKER RD (D62), from BETTY’S GROVE RD (W35) EASTERLY 4.7 Miles to TROY MILLS RD (W45), S12 T85 R08 PCC PAVING 11 / 86 / 08</td>
<td>910 4.628 miles</td>
<td>Previous $0</td>
<td>1005 Pave SWAP</td>
<td>Local</td>
<td>FM</td>
<td></td>
<td></td>
<td></td>
<td>$2,067</td>
</tr>
<tr>
<td>Project Number</td>
<td>Project Name</td>
<td>Location Description of Work Section / Township / Range</td>
<td>AADT Length Federal ID</td>
<td>Status FM Transfer</td>
<td>Day Labor Type of Work Project Type</td>
<td>Fund</td>
<td>Priority Years</td>
<td>Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>-------------</td>
<td>--------------------------------------------------------</td>
<td>------------------------</td>
<td>--------------------</td>
<td>-----------------------------------</td>
<td>------</td>
<td>----------------</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM-C057(BR 1979) -- 55-57</td>
<td>BR 1979 38896</td>
<td>On RED BRIDGE RD, Over BUFFALO CR, S24 T86N R06W</td>
<td>15 0.000 miles 222760</td>
<td>Previous</td>
<td>$0 320 Bridges FM</td>
<td>Local</td>
<td>FY 2020</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BRIDGE REPLACEMENT (POSSIBLE REMOVAL DEPENDING ON BOS &amp; PROPERTY OWNERS) 24 / 86N / 06W</td>
<td></td>
<td></td>
<td></td>
<td>FM</td>
<td>FY 2021</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Special</td>
<td>FY 2022</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FA</td>
<td>FY 2023</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWAP</td>
<td>FY 2024</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FM-C057(BR 1028) -- 55-57</td>
<td>BR 1028 38935</td>
<td>On BURNETT STATION RD, Over INDIAN CREEK, S30 T85N R06W</td>
<td>490 0.000 miles 222210</td>
<td>Previous</td>
<td>$0 320 Bridges FM</td>
<td>Local</td>
<td>FY 2020</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BRIDGE REPLACEMENT 30 / 85N / 06W</td>
<td></td>
<td></td>
<td></td>
<td>FA</td>
<td>FY 2021</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWAP</td>
<td>FY 2022</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LFM-ELLIS RD NW -- 7X-57</td>
<td>L-ELLIS RD NW 35247</td>
<td>On ELLIS RD NW, from COVINGTON RD to CITY OF CEDAR RAPIDS, S15 T83 R8</td>
<td>2530 2.273 miles</td>
<td>Previous</td>
<td>$0 366 HMA Paving Local</td>
<td>Local</td>
<td>FY 2020</td>
<td>750</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HMA PAVING 13 / 83 / 08</td>
<td></td>
<td></td>
<td></td>
<td>FM</td>
<td>FY 2021</td>
<td>750</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Special</td>
<td>FY 2022</td>
<td>750</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FA</td>
<td>FY 2023</td>
<td>750</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWAP</td>
<td>FY 2024</td>
<td>750</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LFM-IVANHOE RD -- 7X-57</td>
<td>LOST-IVANHOE RD 37756</td>
<td>On IVANHOE RD, from JAPPA RD to HWY 1, S30 T82 R05</td>
<td>210 6.780 miles</td>
<td>Previous</td>
<td>$0 366 HMA Paving Local</td>
<td>Local</td>
<td>FY 2020</td>
<td>2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HMA PAVING 30 / 82 / 05</td>
<td></td>
<td></td>
<td></td>
<td>FM</td>
<td>FY 2021</td>
<td>2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Special</td>
<td>FY 2022</td>
<td>2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FA</td>
<td>FY 2023</td>
<td>2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWAP</td>
<td>FY 2024</td>
<td>2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LFM-BLAIRS FERRY RD -- 7X-57</td>
<td>L-BLAIRS FERRY RD 36316</td>
<td>On BLAIRS FERRY ROAD, from MUD LAKE BRIDGE to DEER RIDGE DRIVE, S26 T84 R08</td>
<td>5200 1.053 miles</td>
<td>Previous</td>
<td>$0 367 PCC Paving Local</td>
<td>Local</td>
<td>FY 2020</td>
<td>375</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PCC PAVING 27 / 84 / 08</td>
<td></td>
<td></td>
<td></td>
<td>FM</td>
<td>FY 2021</td>
<td>375</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Special</td>
<td>FY 2022</td>
<td>375</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FA</td>
<td>FY 2023</td>
<td>375</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWAP</td>
<td>FY 2024</td>
<td>375</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# SECONDARY ROADS FIVE YEAR PROGRAM

<table>
<thead>
<tr>
<th>Project Number Project Name Project ID</th>
<th>Location Description of Work Section / Township / Range</th>
<th>AADT Length Federal ID</th>
<th>Status FM Transfer</th>
<th>Day Labor Type of Work Project Type</th>
<th>Fund</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LFM-BURNETT STATION--7X-57 LOST-BURNETT STATION RD 37752</td>
<td>On BURNETT STATION RD, from HWY 13 to JORDANS GROVE RD, S23 T85 R06 GRADING AND CULVERTS 23 / 85 / 06</td>
<td>90 2.623 miles</td>
<td>Previous $0 352 Excavation Local</td>
<td></td>
<td>Local</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$725</td>
</tr>
<tr>
<td>BROS-SWAP-C057(BR 762)--FE-57 BR 762 38936</td>
<td>On SUTTON RD, Over WAPSIPINICON RIVER, S19 T86N R06W BRIDGE REPLACEMENT 19 / 86N / 06W</td>
<td>140 0.000 miles 223020</td>
<td>Previous $0 320 Bridges SWAP</td>
<td></td>
<td>Local</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$800</td>
</tr>
<tr>
<td>BROS-SWAP-C057(BR 406)--SE-57 BR 406 38941</td>
<td>On BURLINGHAM RD, Over BUFFALO CR, S11 T85N R05W BRIDGE REPLACEMENT 11 / 85N / 05W</td>
<td>50 0.000 miles 221950</td>
<td>Previous $0 320 Bridges SWAP</td>
<td></td>
<td>Local</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$900</td>
</tr>
</tbody>
</table>
## SECONDARY ROADS FIVE YEAR PROGRAM

<table>
<thead>
<tr>
<th>Fund</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>SWAP</td>
<td>$6,370,000</td>
<td>$1,350,000</td>
<td>$750,000</td>
<td>$2,867,000</td>
<td>$1,700,000</td>
</tr>
<tr>
<td>FM</td>
<td>$2,166,000</td>
<td>$1,320,000</td>
<td>$0</td>
<td>$0</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Local</td>
<td>$255,000</td>
<td>$970,000</td>
<td>$1,050,000</td>
<td>$625,000</td>
<td>$1,125,000</td>
</tr>
<tr>
<td>Special</td>
<td>$397,000</td>
<td>$1,725,000</td>
<td>$3,050,000</td>
<td>$2,450,000</td>
<td>$2,825,000</td>
</tr>
</tbody>
</table>
# CONTRACT DECLARATIONS AND EXECUTION

<table>
<thead>
<tr>
<th>RFP or Informal Solicitation #</th>
<th>Contract #</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP #ACFS 21-001</td>
<td>ACFS 21-057</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa Child Abuse Prevention Program Local Services Contract – Parent Development</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Agency of the State (hereafter “Agency”)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name/Principal Address of Agency:</strong></td>
</tr>
<tr>
<td>Iowa Department of Human Services</td>
</tr>
<tr>
<td>1305 E. Walnut</td>
</tr>
<tr>
<td>Des Moines, IA 50319</td>
</tr>
<tr>
<td><strong>Agency Billing Contact Name / Address:</strong></td>
</tr>
<tr>
<td>Prevent Child Abuse Iowa</td>
</tr>
<tr>
<td>501 SW 7th Street, Suite G1</td>
</tr>
<tr>
<td>Des Moines, IA 50309</td>
</tr>
<tr>
<td><strong>Phone:</strong> (515) 244-2200</td>
</tr>
</tbody>
</table>

| Agency Contract Manager (hereafter “Contract Manager”) /Address (“Notice Address”): |
| Lisa Bender                           |
| ACFS- 5th Floor NE                    |
| 1305 E Walnut St                      |
| Des Moines, IA 50319                  |
| **E-Mail:** lbender@dhs.state.ia.us    |
| **Phone:** 515-281-8787               |

| Agency Contract Owner (hereafter “Contract Owner”) / Address: |
| Janee Harvey                                          |
| ACFS- 5th Floor NE                                    |
| 1305 E Walnut St                                      |
| Des Moines, IA 50319                                   |
| **E-Mail:** jharvey1@dhs.state.ia.us                  |

<table>
<thead>
<tr>
<th>Contractor: (hereafter “Contractor”)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Legal Name:</strong> Linn County Board of Supervisors</td>
</tr>
<tr>
<td><strong>Tax ID #:</strong> 42-6004338</td>
</tr>
<tr>
<td><strong>Contractor’s Principal Address:</strong></td>
</tr>
<tr>
<td>1240 26th Ave Ct. SW</td>
</tr>
<tr>
<td>Cedar Rapids, IA 52404</td>
</tr>
<tr>
<td><strong>Organized under the laws of:</strong></td>
</tr>
<tr>
<td>State of Iowa</td>
</tr>
</tbody>
</table>

| Contractor’s Contract Manager Name/Address (“Notice Address”): |
| Jeanette Shoop                                                   |
| 1240 26th Ave Ct. SW                                             |
| Cedar Rapids, IA 52404                                           |
| **Phone:** 319-892-5714                                          |
| **E-Mail:** Jeanette.shoop@linncounty.org                        |

| Contractor’s Billing Contact Name/Address: |
| Cathy Ryan                                   |
| 1240 26th Ave Ct. SW                         |
| Cedar Rapids, IA 52404                       |
| **Phone:** 319-892-5600                      |
| **E-Mail:** cathy.ryan@linncounty.org        |
**Contract Information**

<table>
<thead>
<tr>
<th>Start Date:</th>
<th>07/01/20</th>
<th>End Date of Base Term of Contract:</th>
<th>06/30/22</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Possible Extension(s):</strong></td>
<td>The Agency shall have the option to extend this Contract up to 3 additional 1-year extensions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contractor a Business Associate?</strong></td>
<td>No</td>
<td><strong>Contractor subject to Iowa Code Chapter 8F?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Contract Include Sharing SSA Data?</strong></td>
<td>No</td>
<td><strong>Contractor a Qualified Service Organization?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Contract Warranty Period (hereafter “Warranty Period”):</strong></td>
<td>The term of this Contract, including any extensions.</td>
<td><strong>Contract Contingent on Approval of Another Agency:</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Security &amp; Privacy Office Data Confirmation Number:</strong></td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contract Payments include Federal Funds?</strong></td>
<td>Yes</td>
<td><strong>The contractor for federal reporting purposes under this contract is a:</strong></td>
<td>Subrecipient</td>
</tr>
<tr>
<td><strong>The Name of the Pass-Through Entity:</strong></td>
<td>Iowa Department of Human Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CFDA #:</strong></td>
<td>93.556</td>
<td><strong>Federal Awarding Agency Name:</strong></td>
<td>Department of Health and Human Services/Administration for Children and Families</td>
</tr>
<tr>
<td><strong>Grant Name:</strong></td>
<td>Promoting Safe and Stable Families</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CFDA #:</strong></td>
<td>93.558</td>
<td><strong>Federal Awarding Agency Name:</strong></td>
<td>Department of Health and Human Services/Administration for Children and Families</td>
</tr>
<tr>
<td><strong>Grant Name:</strong></td>
<td>Temporary Assistance For Needy Families</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CFDA #:</strong></td>
<td>93.669</td>
<td><strong>Federal Awarding Agency Name:</strong></td>
<td>Department of Health and Human Services/Administration for Children and Families</td>
</tr>
<tr>
<td><strong>Grant Name:</strong></td>
<td>Child Abuse and Neglect State Grants</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract Execution**

This Contract consists of this Contract Declarations and Execution Section, the attached Certifications (if any), Special Terms, General Terms for Services Contracts, and all Special Contract Attachments. In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

<table>
<thead>
<tr>
<th>Contractor, Linn County Board of Supervisors</th>
<th>Agency, Iowa Department of Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature of Authorized Representative:</strong></td>
<td><strong>Date:</strong></td>
</tr>
<tr>
<td><strong>Printed Name:</strong></td>
<td><strong>Title:</strong></td>
</tr>
</tbody>
</table>

**Prevention Council, Linn County CPPC**

| **Signature of Authorized Representative:** | **Date:** |
| **Printed Name:** | **Title:** |
Iowa Code Chapter 8F

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

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

<table>
<thead>
<tr>
<th>Contractor, by:</th>
<th>Contractor, by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
</tbody>
</table>
SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

“Agency” means the Iowa Department of Human Services.

“Bid Proposal” or “Proposal” means the Contractor’s Proposal submitted in response to ACFS 21-001.

“Bidder” means a Council that submitted a Proposal in response to ACFS 21-001.

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

“Child” or “Children” means a person(s) who meets the definition of a Child in Iowa Code § 234.1(2).

“Child Abuse and/or Neglect” or “Child Maltreatment” means abuse or neglect that has occurred as a result of the acts or omissions of a caretaker as defined in Iowa Code § 232.68.

“Community-Based Volunteer Coalition or Council” or “Council” means that group of persons who, by consensus of a community’s human service providers, represent that community’s interests in the area of prevention of Child Abuse and Neglect and who serve in the representational capacity without compensation. The consensus of the community’s human service providers may be demonstrated through letters of support, memorandum of understanding or similar documentation (Iowa Admin. Code r. 441-155.1). Councils may be structured through a CPPC site, non-profit, or other volunteer-based entity.

“Community Development” means efforts of a collective group intended to cause change at a community or societal level. For the purposes of this Contract, this includes activities to build knowledge, awareness, and capacity, influencing community norms, and working on policies within businesses, neighborhoods or organizations. This may also include impacting policies and attitudes within large scale social structures.

“Community Partnerships for Protecting Children” or “CPPC” means a community-based initiative in which efforts are made to enhance community resources for Child Abuse prevention; work towards safely decreasing out of home placements for Children; and promoting timely reunification for Children in foster care with a focus on the improvement of Child welfare processes, practices, and policies. The Community Partnership Approach includes four strategies:

1. Shared decision making
2. Neighborhood/Community Networks
3. Policy and Practice Change
4. Individualized Course of Action (Family Team Meetings.)

CPPC Sites are overseen by a Community Partnership Shared Decision-Making Steering Committee.

“Community Partnership Shared Decision-Making Steering Committee” means a multi-disciplinary committee, whose membership includes a range of various disciplines across the Child protection spectrum. The decision-making groups are engaged in assessing and responding to the needs of Children and families in the local community. This includes planning, implementing, and evaluating the strategies and activities of the local CPPC. The group is also responsible for educating their local community about the importance and community benefits of Children’s safety and well-being.

“Contract” means the collective documentation memorializing the terms of this agreement between the Agency and the Contractor(s).
“Contract Owner” means the Agency administrative official who has the authority to make decisions related to Contracts on behalf of the Agency.

“Contractor” means the successful Bidder entering into this Contract.

“Deliverables” means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), 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.

“Direct Costs” means those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either Direct or Indirect (F&A) costs. Typical costs charged directly to a Federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the Federal award. If directly related to a specific award, certain costs that otherwise would be treated as Indirect Costs may also include extraordinary utility consumption, the cost of materials supplied from stock or services rendered by specialized facilities or other institutional service operations (45 C.F.R. § 75.413).

“Evidence-Based Practice” means practices or service approaches whose effectiveness at achieving desired outcomes for specific target populations of Children and families has been substantiated or validated by some sort of independent empirical research. Information on Evidence-Based services can be obtained in a variety of ways, including through contacts with various public and private organizations that collect and disseminate service information. Examples of such organizations include: FRIENDS National Center for Community-Based Child Abuse Prevention, the Child Welfare League of America, the California Evidence-Based Clearinghouse for Child Welfare, the Center for the Study of Social Policy, and university schools of social work. Additional resources for information on Evidence-Based Practice and programs in the prevention of Child Maltreatment can be located in Section 2.4 Online Resources.

“Family Support Statewide Database (FSSD)” is defined as the online data collection system required to be utilized by Iowa Child Abuse Prevention Program grantees in the categories of home visitation and parent development. The database system in use under this Contract is the DAISEY system.

“Fidelity” means the extent to which delivery of an intervention adheres to the protocol or program model originally developed.

“Incentives” means expenses associated with the purchase of goods to encourage Project participation. Incentives include, but are not limited to, meals, baby items, diapers, gift cards, toys, books, trinkets, etc.

“Indirect (Facilities and Administration or F&A) Costs” means costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitting, without effort disproportionate to the results achieved. To facilitate equitable distribution of Indirect expenses to the cost objectives served, it may be necessary to establish several pools of Indirect (F & A) Costs. Indirect (F&A) Cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived (45 C.F.R. 75.2). TANF rules place a cap of 15% on Indirect Costs to states. This limit will be passed on to any awarded Contractor.

“Invoice” means a Contractor’s claim for payment. ICAPP Contractors shall utilize the General Accounting Expenditure (GAX) form provided by the Administrator to submit payment claims.
“*Iowa Child Abuse Prevention Program (ICAPP)*” or “*Program*” means that Program established by Iowa Code § 235A.1. Use of either term in the context of this Contract refers to the Program as a whole rather than individual Projects funded under the Program.

“*Parent Partners*” refers to an Agency strategy that pairs families involved in the Child welfare system whose Children have been removed from their care with mentors to provide support and guidance. Parent Partner mentors are parents who have previous involvement with the Child welfare system and have experienced successful family reunification. The term “Parent Partners” is used interchangeably to refer to both the strategy and to the individual mentors.

“*Participant*” means any adult, Child, or family who participates in any Project funded under the Iowa Child Abuse Prevention Program.

“*Primary Child Abuse Prevention*” or “*Primary Prevention*” means activities that are directed at the general population and that attempt to stop Maltreatment before it occurs.

“*Projects*” means the individual Projects funded under the Iowa Child Abuse Prevention Program as a result of the public solicitation ACFS 21-001.

“*Project Partner*” means an entity or organization whose voluntary cooperation is necessary to carry out the activities laid out in this Contract. A Project Partner differs from a Subcontractor in that they are not being paid to perform work under the Contract but rather provide in-kind support or Participant access. An example of a Project Partner would be a school or homeless shelter where services are provided to Project Participants.

“*Program Administrator*” or “*ICAPP Administrator*” means the entity, contracted by the Agency, to provide administrative support services for ICAPP. Currently, the Program Administrator is Prevent Child Abuse Iowa (PCA Iowa).

“*Protective Factors*” are conditions in families and communities that, when present, increase the health and well-being of Children and families. They are attributes that serve as buffers helping parents who might otherwise be at Risk of abusing their Children to find resources, supports, or coping strategies that allow them to parent effectively, even under stress. A list of Protective Factors is available from FRIENDS National Center for Community-Based Child Abuse Prevention at: http://friendsnrc.org/cbcap-priority-areas/protective-factors.

“*Request for Proposal*” or “*RFP*” means the publicly issued RFP by the Agency for local Child Abuse prevention services (21-001).

“*Risk*” or “*Risk Factors*” means conditions in families and communities that, when present, increase the probability or likelihood that a Child in the future will experience Maltreatment.

“*Secondary Child Abuse Prevention*” or “*Secondary Prevention*” means activities that target populations with one or more Risk Factors associated with Child Maltreatment, such as poverty, parental substance abuse, young parental age, parental mental health concerns, and parental or Child disabilities.

“*State Fiscal Year (SFY)*” or “*Fiscal Year*” means the 12-month period for which Child Abuse Prevention Program funds are appropriated, beginning July 1st and ending June 30th of the following calendar year.

“*Subcontractor*” means any individual or entity (public or private) with whom the Contractor intends to enter into an agreement with to perform some or all of the work for payment as outlined in this Contract.
“Tertiary Child Abuse Prevention” means activities that focus on populations where Maltreatment has already occurred (i.e. allegations have been confirmed or founded by Child protective services) and seek to reduce the negative consequences of the Maltreatment and to prevent its recurrence.

1.2 Contract Purpose.
The Iowa Child Abuse Prevention Program (ICAPP) is the Agency’s foremost approach to the prevention of Child Maltreatment. The premise behind the Iowa Child Abuse Prevention Program is that each community is unique and has its own distinct strengths and challenges in assuring the safety and well-being of Children, depending on the resources available. Therefore, the Program has been structured in a way that allows for local Community-Based Volunteer Coalitions or Councils to apply for Program funds to implement Projects based on the specific needs of their respective communities as well as in accordance with the following goals outlined in the Iowa Child Maltreatment Prevention Strategic Plan:

- Reduce Maltreatment by targeting services to families exhibiting Risk Factors that are most closely correlated with Child Abuse and Neglect.
- Coordinate Maltreatment prevention funding sources across multiple service sectors (e.g. public health, early Childhood, human services) to use each source strategically in combatting Child Abuse and Neglect.
- Balance funding between Primary and Secondary Prevention with a greater emphasis on reaching more vulnerable families.
- Embed practices that support cultural equity in prevention services.
- Increase the use of informal and non-stigmatizing supports for families and youth.
- Increase the use of Evidence-Based Practices (EBPs) in Child Maltreatment while introducing and evaluating innovative approaches.
- Engage in a statewide evaluation of prevention services’ effectiveness, monitoring Protective and Risk Factors at the organization and community level.

1.3 Scope of Work.
All Contractor services supported by ICAPP funds must fall within the Primary and Secondary aspects of the prevention continuum. Primary Prevention may include activities that are provided to the greater population regardless of the presence of Risk Factors for Child Abuse. Secondary Prevention may include activities that are specifically targeted to populations that present one or more Risk Factors for Child Abuse. ICAPP funds shall not be expended for Tertiary Prevention.

1.3.1 Deliverables, Performance Measures, and Monitoring Activities.
The Contractor shall provide the following:

1.3.1.1 Council or Coalition Membership and Meeting Frequency
A. Deliverables
   a. Contractor shall maintain a Volunteer Child Abuse Prevention Council or Coalition.
   b. The Council or Coalition shall meet regularly and maintain documentation of meetings (e.g., minutes, agendas, plans, etc.).
   c. Council shall be comprised of multi-disciplinary committee, including representation from required memberships.
B. Performance Measures
   a. Contractor shall assure that a minimum of 85% of required Council or Coalition Memberships are filled at all times (6 of 7 required representatives).
      i. Required representation includes members from each of the following groups or disciplines:
         1. Education and/or Early Childhood Education, including but not limited to Childcare providers, educators, school administrators.
2. Public Safety or Law Enforcement, including but not limited to police officers, community corrections, probation officers, juvenile court officers.
3. Child Welfare, including but not limited to DHS Child Protective Workers (i.e., Social Worker IIIIs), DHS Child Welfare Workers (Social Worker IIs), DHS Supervisors or Administrators, contracted Child welfare service providers, e.g., Community Care or Family Safety, Risk and Permanency (FSRP) providers.
4. Medical and/or Mental Health, including but not limited to medical physicians, visiting nurses, clinical therapists, public health providers/administrators.
5. Domestic Violence/Sexual Assault Advocacy Services, including but not limited to victim advocates, shelter program administrators, service providers.
6. Substance Abuse Services, including but not limited to substance abuse treatment workers, Certified Alcohol and Drug Counselors (CADC), program administrators.
7. Parent Participant, including but not limited to current or former Participants of ICAPP/CBCAP programming or other similar prevention programming, Parent Partners, parents with a history of involvement with Child Protective Services.

b. Council membership information shall be submitted to the Program Administrator annually as directed by the Program Administrator.

c. Councils shall meet regularly, but no less than once per SFY quarter.

d. Council meetings shall be documented as part of quarterly service reports.

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

a. Program Administrator collection of Contractor’s quarterly reports (date stamped when received);

b. Program Administrator review of annual membership information submitted by the Contractor; and

c. Random monitoring site visits conducted by Program Administrator and/or Agency staff.

1.3.1.2 Parent Development Service Provision

A. Deliverables

a. The Contractor shall provide services as outlined in the Contractor’s Bid Proposal and in accordance with any updated service measures provided in the Contractor’s Attachment 3.1: Awarded Project Overview SFY 2021-2022.

B. Performance Measures

a. By the end of SFY 2021 the Contractor shall meet a minimum of 85% of all projected service measures.

b. By the midpoint of SFY 2022 (December 31, 2021) shall meet the following for SFY 2022 projected service measures:

i. A minimum of 40% of at least one service measure related to units of service (i.e., number of home visits or number of sessions),

ii. A minimum of 40% of one service measure related to Participants (i.e., number of families or adults), and

iii. A minimum of 40% of one service measure related to Community Development activities shall be met.

c. These benchmarks (a and b) will be utilized to determine eligibility for renewal.

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

a. Program Administrator collection and review of Contractor’s quarterly service reports.

b. Random monitoring site visits conducted by Program Administrator and/or Agency staff.
c. This measure will be reviewed quarterly for progress, but specific benchmarks are set for the end of the initial SFY (2021), and well as the midpoint of each subsequent SFY these reviews will be used by the Agency in Contract renewal decisions.

1.3.1.3 Parent Development Service Reporting
A. Deliverables
   a. Contractor shall collect and report data for all Participants.
      i. Quarterly service reports are due by the 15th of the month, or the next Business Day, following the reporting period to the ICAPP Administrator, via the FSSD and/or as instructed by the ICAPP Administrator.
         A. For Projects using the FSSD to report service data, Contractors shall submit additional reporting elements to the ICAPP Administrator, including but not limited to:
            a. Summary of service data not collected via the FSSD;
            b. Financial data on all other sources of funding;
            c. Summary of meetings and activities conducted by the Council or Coalition;
            d. A qualitative Project narrative; and
            e. Summary of Contractor’s Fidelity to the model identified in their Proposal.
      B. Annually, the service report requires a summary of Participant satisfaction data.

B. Performance Measures
   a. 100% of required service reports shall be submitted to the ICAPP Administrator as required for payment.
   b. 100% of those reports shall be submitted by the deadlines set in the Contract with the Agency:
      i. Service reports are due by the 15th of the month, or the next Business Day, following the reporting period.
      ii. Service reports shall be submitted by the Contractor regardless of whether or not services are provided in the quarter.

C. Monitoring Activities, to be conducted by ICAPP Administrator and/or Agency, for this measure may include, but are not limited to the following:
   a. Program Administrator collection of Contractor’s quarterly reports (date-stamped when received);
   b. Verification and submission (by Program Administrator) of Contractor’s approvable claims for payment to the Agency;
   c. Compilation of Program-wide data in quarterly Program reports (as prepared by Program Administrator); and
   d. Random monitoring site visits conducted by Program Administrator and/or Agency staff.

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

B. Performance Measures
   a. Contractor shall collect and report enrollment data (i.e., demographics) for 100% of new Participants.
   
b. Contractor shall collect and enter follow-up surveys or assessment data in accordance with the appropriate tool as identified in Section 1.3.1.3(A)(b) at the following measures:
      i. Contractor shall collect and enter enrollment surveys/assessments (PFS or LSP) on a minimum of 90% of new Participants.
      ii. Contractor shall collect and enter follow-up surveys/assessments (PFS or LSP) on a minimum of 70% of Participants upon planned discharge, or annually for Participants engaged in programming on an ongoing basis.
   
c. Evaluation data collection and reporting will occur through the FSSD. If discharge surveys are not completed, there must be a corresponding discharge reason indicating the discharge was not planned. Data shall be entered through the FSSD by the 15th of the month following the quarter in which the data was collected.
   
d. Contractor shall collect and submit to the ICAPP Administrator the results of Participant satisfaction surveys for a minimum of 50% of families upon planned discharge from the Program, at the end of short-term services, or at least annually for those receiving long term or ongoing services.
      i. This will not be done via the FSSD. Contractor shall use a tool (either pen/paper or online), as provided by the Program Administrator.
      ii. A summary of Participant satisfaction surveys shall be submitted to the Program Administrator with the fourth quarter report.

a. Compliance with Participant demographic data, Protective Factor Survey data and Life Skills Progression data shall be calculated in proportion to amount of funding received from ICAPP for Projects using the DAISEY system that have blended funding.

C. Monitoring Activities, to be conducted by ICAPP Administrator and/or Agency, for this measure may include, but are not limited to the following:
   a. Program Administrator will compare YTD totals of data collected via the FSSD and quarterly service with the number of evaluations submitted.
   
b. This measure will be reviewed quarterly for progress, but specific benchmarks are set for and end of the SFY (2021), as well as the midpoint of each subsequent SFY to be used by the Agency in Contract renewal decision.

1.3.1.5 Parent Development Training Requirements
   A. Deliverables
      a. Contractors shall attend four mandatory trainings each State Fiscal Year (SFY).
         i. Attendance requirements include one annual regional meeting.
         ii. Contractors shall attend three additional required trainings either live (via webinar) or recorded and viewed online.

   B. Performance Measures
      a. Contractor shall attend 100% of mandatory trainings.
         i. Attendance to annual regional meeting shall be in-person or attended live via webinar, if offered virtually.
ii. Contractors shall attend three additional required trainings either live (via webinar) or recorded and viewed within 15 Business Days once the recording is available online.

b. The Program Administrator will notify the Contractor when the training is available online.

c. Contractor shall complete and submit a survey following participation in online trainings as directed by the Program Administrator.

d. Contractor representation shall include a member of the Council or Coalition, or a representative of the service provider with knowledge of the Project.

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


b. Program Administrator review of surveys submitted for online trainings.

c. This measure will be reviewed quarterly for progress, but specific benchmarks are set for the end of the SFY (June 30th), and the midpoint of each subsequent SFY (December 31) as identified above and shall be used in Contract renewal decisions.

1.3.2 Monitoring, Review, and Problem Reporting.

1.3.2.1 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 in accordance with the monitoring activities set forth in the Deliverables, Performance Measures, and Monitoring Activities Section.

1.3.2.2 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.

1.3.2.3 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.

1.3.2.4 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.
1.3.3 Contract Payment Clause.

1.3.3.1 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 $226,242 during the entire term of the Contract, which includes any extensions or renewals thereof.

<table>
<thead>
<tr>
<th>Contract Duration</th>
<th>Amount Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/20 - 06/30/21</td>
<td>$46,963</td>
</tr>
<tr>
<td>07/01/21 - 06/30/22</td>
<td>$38,390</td>
</tr>
<tr>
<td>07/01/22 - 06/30/23</td>
<td>$46,963</td>
</tr>
<tr>
<td>07/01/23 - 06/30/24</td>
<td>$46,963</td>
</tr>
<tr>
<td>07/01/24 - 06/30/25</td>
<td>$46,963</td>
</tr>
</tbody>
</table>

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

1.3.3.2 Payment Methodology.

The Contractor shall provide an updated budget, based on the amount awarded in this Contract, to the Administrator and the Agency. This budget shall be provided to the Agency before full execution of this Contract and will become Attachment 3.2: Awarded Project Budget SFY 2021-2022.

At any point during this Contract, if the Contractor wishes to make “substantial” amendments to the approved budget, a new amended budget must be submitted to, and approved by, the Administrator and the Agency before the Contractor bills for the adjusted changes.

- For the purpose of this section, a “substantial” change to the budget means shifting funds from one line item to another in excess of 10% of the total Contract award.
- This amount includes any single change or combined changes in line item amounts that result in more than 10% of the awarded funds being used for a purpose other than what was approved in the Contractor’s Awarded Project Budget SFY 2021-2022 (Attachment 3.2).

The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Each Invoice shall be accompanied by an itemized list of expenses in the format provided by the Agency. Invoices shall be approved by the Administrator and Agency in accordance with the Contractor’s Awarded Project Budget SFY 2021-2022 (Attachment 3.2).

Spending on Indirect Costs, for both the Contractor and all their Subcontractors combined, cannot exceed 15% of the total Contract amount. Incentive costs, for both the Contractor and all their Subcontractors combined, shall not exceed 5% of the total Contract amount.

1.3.3.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. Invoice(s) shall be submitted to the Program Administrator electronically in accordance with guidance from the Program Administrator.

The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly, no later than the final day of the month following the accounting period. For example, all July claims are due to the Program Administrator by Aug. 30th. 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.

1.3.3.4 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).

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

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

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

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

1.4 Insurance Coverage.
The Contractor and any Subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability (including contractual liability) written on occurrence basis</td>
<td>General Aggregate</td>
<td>$1 Million</td>
</tr>
<tr>
<td></td>
<td>Product/Completed Operations Aggregate</td>
<td>$1 Million</td>
</tr>
<tr>
<td></td>
<td>Personal Injury</td>
<td>$1 Million</td>
</tr>
<tr>
<td></td>
<td>Each Occurrence</td>
<td>$1 Million</td>
</tr>
<tr>
<td>Automobile Liability (including any auto, hired autos, and non-owned autos)</td>
<td>Combined Single Limit</td>
<td>$1 Million</td>
</tr>
<tr>
<td>Coverage</td>
<td>Limit: Each Occurrence</td>
<td>Limit: Aggregate</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Excess Liability, Umbrella Form</td>
<td>$1 Million</td>
<td>$1 Million</td>
</tr>
<tr>
<td>Workers’ Compensation and Employer Liability</td>
<td>As required by Iowa law</td>
<td>As Required by Iowa law</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1 Million</td>
<td>$1 Million</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1 Million</td>
<td>$1 Million</td>
</tr>
</tbody>
</table>
SECTION 2. GENERAL TERMS FOR SERVICES
CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Duration of Contract. The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.
2.3 **Scope of Work.** The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

2.4 **Compensation.**

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

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

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

2.5 **Termination.**

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

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

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

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

**2.5.1.4** The Contractor terminates or suspends its business;

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

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

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

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

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

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

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

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

• Making an assignment for the benefit of creditors;

• Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor’s performance of its obligations under this Contract; or

• Taking any action to authorize any of the foregoing.

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

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

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

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

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

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

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

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

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

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

Page 18 of 34
Form Date 6/26/19
2.5.5.1 The payment of unemployment compensation to the Contractor’s employees;
2.5.5.2 The payment of workers’ compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
2.5.5.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;
2.5.5.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or
2.5.5.5 Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

2.5.6 Contractor’s Contract Close-Out Duties.
Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, “Close-Out Event”), the Contractor shall:
2.5.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.
2.5.6.2 Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.
2.5.6.3 Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.
2.5.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.
2.5.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

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

2.6 Reserved. (Change Order Procedure)
2.7 Indemnification.
2.7.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the “Indemnified Parties”), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General’s Office,) and the costs, expenses, and attorneys’ fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:
2.7.1.1 Any breach of this Contract;
2.7.1.2 Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;
2.7.1.3 The Contractor’s performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;
2.7.1.4 Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;
2.7.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

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

2.8.1.1 Be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor’s performance of this Contract regardless of the date the claim is filed or expiration of the policy.

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

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

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

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

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

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

2.9 Ownership and Security of Agency Information.

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

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

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

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

2.9.5 Contractor Breach Notification Obligations. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor’s security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

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

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

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

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

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

2.10 Intellectual Property.
2.10.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby
irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor’s employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

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

2.10.3 Further Assurances. At the Agency’s request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State’s rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.10, Intellectual Property.

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

2.11 Warranties.

2.11.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.11.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

2.11.2 Contractor represents and warrants that:

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

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

2.11.2.3 The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.
2.11.3 The Contractor represents and warrants that:
2.11.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and
2.11.3.2 The Agency’s use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency’s request and at the Contractor’s sole expense:
• Procure for the Agency the right or license to continue to use the Deliverable at issue;
• Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
• Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
• Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Section 2.11.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

2.11.4 The Contractor represents and warrants that the Deliverables shall:
2.11.4.1 Be free from material Deficiencies; and
2.11.4.2 Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section. During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency’s satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto.

The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

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

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

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

2.12 Acceptance of Deliverables.

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

2.12.2. Reserved. (Acceptance of Software Deliverables)

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

2.13 Contract Administration.

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

2.13.2 Incorporation of Documents. To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

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

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

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

2.13.4.2 In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

2.13.4.3 Notwithstanding anything in this Contract to the contrary, the Contractor’s failure to fulfill any requirement set forth in this Section 2.13.4 shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

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

2.13.4.5 If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

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

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

2.13.7 Amendments. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.13.23 Authorization. The Contractor represents and warrants that:

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

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

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

2.13.25 Records Retention and Access.

2.13.25.1 Financial Records. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State 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, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

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

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

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

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

2.13.25.2 The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.
2.13.26 Audits. Local governments and non-profit subrecipient entities that expend $750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200. A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See the OMNI Circular, Section 200.330, Subrecipient and Contractor Determinations for a discussion of subrecipient versus contractor (vendor) relationships. The Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within two (2) Business Days following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

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

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

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

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

2.13.30 Obligations Beyond Contract Term. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, Erroneous Payments and Credits; (2) Section 2.5.5, Limitation of the State’s Payment Obligations; (3) Section 2.5.6, Contractor’s Contract Close-Out Duties; (4) Section 2.7, Indemnification, and all subparts thereof; (5) Section 2.9, Ownership and Security of Agency Information, and all subparts thereof; (6) Section 2.10, Intellectual Property, and all subparts thereof; (7) Section 2.13.10, Choice of Law and Forum; (8) Section 2.13.16, Joint and Several Liability; (9) Section 2.13.20, Cumulative Rights; (10) Section 2.13.24 Successors In Interest; (11) Section 2.13.25, Records Retention and Access, and all subparts thereof; (12) Section 2.13.26, Audits; (13) Section 2.13.27, Reimbursement of Audit Costs; (14) Section 2.13.35, Repayment Obligation; and (15) Section 2.13.39, Use of Name or Intellectual Property.

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

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

2.13.33 Delays or Impossibility of Performance Based on a Force Majeure. Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a Force Majeure. If a delay results from a subcontractor’s conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

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

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

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

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

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

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

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

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

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

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

2.14 Contract Certifications. The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency within twenty-four (24) hours from the date of discovery.

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

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

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

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

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

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

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

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

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

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

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

2.14.2.8 Except for transactions authorized under Section 2.14.2.4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

- 2.14.3.3.1 A cumulative increase of $25,000 or more in the amount paid or expected to be paid to influence a covered Federal action;
- 2.14.3.3.2 A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; and
- 2.14.3.3.3 A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

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

2.14.4 Certification Regarding Drug Free Workplace

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

- 2.14.4.1.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- 2.14.4.1.2 Establishing a drug-free awareness program to inform employees about:
  - The dangers of drug abuse in the workplace;
  - The Contractor’s policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation, and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations;
- 2.14.4.1.3 Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by Subsection 2.14.4.1.1;
- 2.14.4.1.4 Notifying the employee in the statement required by Subsection 2.14.4.1.1 that as a condition of employment on such contract, the employee will:
  - Abide by the terms of the statement; and
• Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
2.14.4.1.5 Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction;
2.14.4.1.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
2.14.4.1.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
2.14.4.2 Requirement for Individuals. If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.
2.14.4.3.1 Take appropriate personnel action against such employee up to and including termination; or
2.14.4.3.2 Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
2.14.4.4 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:
2.14.5.1 Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or
2.14.5.2 Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
2.14.5.3 Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.
2.14.6 Certification Regarding Sales and Use Tax. By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
2.14.7 Certification Regarding Iowa Code Chapter 8F. If the Contractor is or becomes subject to Iowa Code chapter 8F during the entire term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:
2.14.7.1 As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

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

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

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

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

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

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

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

2.14.7.3.6 A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

2.14.7.3.7 In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract.

Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

2.14.8 Reserved. (Food and Nutrition Services Funded Contract).
SECTION 3: SPECIAL CONTRACT ATTACHMENTS

The Special Contract Attachments in this section are a part of the Contract. This includes the following:

- Attachment 3.1 Awarded Project Overview SFY 2021-2022
- Attachment 3.2 Awarded Project Budget SFY 2021-2022
COUNTY ORDINANCE NO.____________________

ORDINANCE REGULATING THE OPERATION OF ALL-TERRAIN VEHICLES AND OFF-ROAD VEHICLES IN LINN COUNTY, IOWA

SECTION 1: PURPOSE. This ordinance shall identify regulations regarding the operation of all-terrain vehicles and/or off-road utility vehicles on county roadways designated by the Linn County Board of Supervisors.

SECTION 2: DEFINITIONS. The definitions of terms used in this ordinance are:

1. All-terrain Vehicle as defined by Iowa Code § 321I.1 means a motorized vehicle with not less than three and not more than six non-highway tires that is limited in engine displacement to less than one thousand two hundred cubic centimeters and in total dry weight to less than one thousand two hundred pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.
2. Designated riding area as defined by Iowa Code § 321I.1 means an all-terrain vehicle riding area on any public land or public ice under the jurisdiction of the Department of Natural Resources that has been designated by the department for all-terrain vehicle use.
3. Designated riding trail as defined by Iowa Code § 321I.1 means an all-terrain vehicle riding trail on any public land, private land, or public ice that has been designated by the state or the county for all-terrain vehicle use.
4. Off-road Utility Vehicle as defined by Iowa Code § 321I.1 means a motorized vehicle with not less than four and not more than eight non-highway tires or rubberized tracks that have a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. “Off-road Utility Vehicle” includes the following vehicles:
   a. “Off-road Utility Vehicle-type 1” means an Off-road Utility Vehicle with a total dry weight of one thousand two hundred pounds or less and a width of fifty inches or less.
   b. “Off-road Utility Vehicle-type 2” means an Off-road Utility Vehicle, other than an Off-road Utility Vehicle-type 1, with a total dry weight of two thousand pounds or less, and a width of sixty-five inches or less.
   c. “Off-road Utility Vehicle-type 3” means an Off-road Utility Vehicle with a total dry weight of more than two thousand pounds or a width of more than sixty-five inches, or both.
5. Public ice as defined by Iowa Code § 321I.1 means any frozen, navigable waters within the territorial limits of this state and the frozen marginal river areas adjacent to this state, other than farm ponds, that are under the jurisdiction of the Natural Resource Commission of the DNR.
6. **Public land** as defined by Iowa Code § 321I.1 means land owned by the federal government, the state, or political subdivisions of the state and land acquired or developed for public recreation pursuant to § 321I.8.

7. **Roadway** as defined by Iowa Code § 321I.1 means that portion of a highway improved, designed, or ordinarily used for vehicular travel.

**SECTION 3: OPERATION ON ROADWAYS.** A registered All-terrain Vehicle or Off-road Utility Vehicle may be operated on secondary roadways in Linn County pursuant to the restrictions in this ordinance as referenced in Appendix A, and those restrictions imposed by the Code of Iowa. Operation is limited to roadways lying outside the city limits of any incorporated city which does not have an ordinance or other regulation in effect allowing such operations. Operators are required to follow all local regulations and ordinances when operating in any incorporated city allowing such operation.

Residents who reside on a restricted roadway are permitted to operate on that restricted roadway only to reach the nearest unrestricted roadway. Residents are permitted to operate on a restricted roadway that is the shortest distance between an unrestricted roadway and the city limits of any incorporated city which has an ordinance or other regulation in effect allowing such operations. Restricted roadways are included in Appendix A.

A person shall not operate an All-terrain Vehicle or Off-road Utility Vehicle on secondary roads in Linn County unless the operator has a valid driver’s license and is at least 16 years of age. An operator 18 years of age and under shall be required to take and pass an Iowa Department of Natural Resources approved ATV Education Course and must carry a valid safety certificate while operating the vehicle as proof that the Iowa Department of Natural Resources approved ATV Education Course was successfully completed.

Operators and passengers 18 years of age and under must wear an ATV safety helmet.

All-terrain Vehicle and Off-road Utility Vehicle operation may begin at sunrise and must cease at sunset.

**SECTION 4: UNLAWFUL OPERATION:** A person shall not operate an All-terrain Vehicle and/or Off-road Utility Vehicle under any of the following conditions:

1. At a rate of speed greater than thirty five (35) miles per hour
2. In a careless, reckless, or negligent manner so as to:
   a. Endanger any person;
   b. Cause injury or damage to person or property; or
   c. Create unnecessary skidding or sliding or cause any wheel or wheels to unnecessarily lose contact with the ground.
3. While under the influence of intoxicating liquor or narcotics or habit-forming drugs.
4. Without the following equipment:
a. Properly functioning headlight and taillight, operational brakes, functioning brake lights, and speedometer.
b. A properly functioning muffling device that complies with the standards and procedures required by Iowa Code § 321I.12.
c. Rearview mirror, if the All-terrain or Off-road Utility Vehicle is so equipped.
5. Without wearing a properly adjusted and fastened seatbelt if the All-terrain or Off-road Utility Vehicle is so equipped.
6. Without an ATV safety helmet if the licensed operator is under the age of 18.
7. In any tree nursery or planting in a manner which damages or destroys growing stock.
8. On any public land, public ice, or designated riding trail in violation of official signs prohibiting such operation.
9. In any park, wildlife area, preserve, refuge, or game management area, except on designated riding areas identified by the Department of Natural Resources or designated riding areas identified by the local governing authority.
10. Any portion of a meandered stream or the bed on a non-meandered stream which has been identified as a navigable stream or river by the Iowa Department of Natural Resources and which is covered by water. This provision does not apply to designated riding areas, designated riding trails, construction vehicles engaged in lawful activity, and/or the operation of All-terrain Vehicles on ice.
11. Upon an operating railroad right-of-way. An All-terrain Vehicle may be driven directly across a railroad right-of-way only at established crossings.
12. With more persons on the vehicle than it was designed to carry. This paragraph does not apply to a person who operates an All-terrain Vehicle or Off-road Utility Vehicle as part of a farm operation as defined in Iowa Code § 352.2.
13. On any riding area or trail unless the trail is designated by signs as open to All-terrain and Off-road Utility Vehicle operation.
14. With a firearm in the person’s possession while operating or riding on an All-terrain Vehicle unless it is unloaded and enclosed in a carrying case, subject to the following exceptions:
   a. The person is riding on or operating an All-terrain Vehicle on land owned or possessed by the person and the person’s conduct is otherwise lawful.
   b. The person is riding on or operating an All-terrain Vehicle on land that is not owned or possessed by the person and all of the following apply:
      i. The loaded firearm is a pistol or revolver and is secured in a retention holster upon the person,
      ii. The person possesses and displays to a peace officer upon demand a valid permit to carry weapons which has been issued to the person, and
      iii. The person’s conduct is within the limits of the permit to carry weapons.
A nonambulatory person may carry an uncased and unloaded firearm while operating or riding on an All-terrain Vehicle.

15. While discharging a firearm as the operator or passenger, except a nonambulatory person may discharge a firearm from an All-terrain Vehicle while lawfully hunting if the person is not operating or riding on a moving All-terrain Vehicle.

16. Under the age of 16.

17. Without a valid driver’s license.

18. Without a valid safety certificate on board as proof of successful completion of an Iowa Department of Natural Resources approved ATV Education Course if the operator is younger than 18 years of age.

SECTION 5: REGISTRATION REQUIREMENTS AND OTHER CONDITIONS: Individuals who operate on county roadways in Linn County must annually register the All-terrain Vehicle or Off-road Utility Vehicle with the Iowa Department of Natural Resources. The following conditions apply:

1. The owner of each All-terrain Vehicle or Off-road Utility Vehicle shall be required to provide proof of ownership, including but not limited to bill of sale, Iowa Department of Natural Resources registration or registration from the appropriate out-of-state authority, and proof of liability insurance as required by Iowa Code §§ 321.20B and 321A.21.

2. All-terrain Vehicles or Off-road Utility Vehicles registered in Iowa are required to display their current registration decal and carry their certificate on board.

3. All-terrain Vehicles or Off-road Utility Vehicles registered in another state are required to also display a valid Iowa Department of Natural Resources User Permit in addition to displaying a current registration decal and carrying the certificate on board.

SECTION 6: EXEMPT VEHICLES: Registration shall not be required for:

1. All-terrain Vehicles and/or Off-road Utility Vehicles used exclusively as farm implements.

2. All-terrain or Off-road Utility Vehicles owned by the United States, this State or another State, or by a governmental subdivision thereof, and used for enforcement, search and rescue, or official purposes, but not for recreational or commercial purposes.

3. All-terrain vehicles used in accordance with Iowa Code § 321.234A(1)(a).

SECTION 7: PENALTIES. Violation of the ordinance shall constitute a simple misdemeanor punishable by a fine of $65.00 to $625.00, plus the applicable court surcharge and costs and/or up to thirty (30) days in jail as set forth in Iowa Code § 903.1(1)(a). Any amendments to the simple misdemeanor penalties of Iowa Code § 903.1(1)(a) shall be automatically incorporated into this section without the need of amending this ordinance.

SECTION 8: SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be judged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.
SECTION 9: EFFECTIVE DATE. The ordinance shall become effective upon its passage and publication pursuant to Iowa Code § 331.302(8).
30th Street Drive
Alice Road – North Center Point Road to Lafayette Road
Beverly Road
Blairs Ferry Road – Cedar Rapids City Limits to Palo
C Avenue Extension – Marion City Limits to County Home Road
Cedar River Road – Highway 30 to Highway 1
Club Road
Cottage Grove Road
County Home Road
East Post Road
Ely Road
F Avenue NW – Cedar Rapids City Limits to Palo
Feather Ridge Road
Indian Hill Road
Lakeside Road
Mount Vernon Road
Munier Road
North 10th Street – Marion City Limits to County Home Road
North Alburnett Road – Marion City Limits to Alburnett
North Center Point Road
North Mentzer Road
Sawyer Road
Secrist Road
Shellsburg Road
Stoney Point Road
Tower Terrace Road
Winslow Road
Wright Brothers Blvd