LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, June 21, 2023
10 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

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

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

Approve and authorize Chair to sign a letter in support of a USDA Community Connect Grant Application filed by the Prairieburg Telephone Company

Resolutions

Resolution Approving the Contract and Performance and/or Payment Bonds for the Linn County Facilities Derecho Repairs Priority #5 Project.

Contract and Agreements

Approve and authorize Chair to sign a Statement of Agreement between Linn County and the Abbe Center to provide skilled mental health services for the inmates of the Linn County Jail effective July 1, 2023 through June 30, 2024 with a cost of $39,360.

Approve and authorize Chair to sign a renewal contract between Linn County and Imam Taha Tawil for Islamic Services and Consultations for Muslim inmates at the Correctional Center in the amount of $7,500 effective July 1, 2023 through June 30, 2024.

Approve and authorize Chair to sign a Certificate of Insurance so Linn County Election Services may utilize space at Lindale Mall as a satellite voting location.

Approve and authorize Chair to sign a Certificate of Insurance for Linn County to be an exhibitor at the Linn County Fair, June 28-July 2, 2023.

Approve and authorize Chair to sign a contract for Employer of Record and Administrative Services between Linn County Early Childhood Iowa (ECI) Board and Linn County effective July 1, 2023 through June 30, 2024. ECI to pay actual expenses not to exceed $125,000.

Approve and authorize Chair to sign a Fiscal Agent Agreement between Linn County Early Childhood Iowa Board (ECI) and Linn County Board of Supervisors on behalf of Linn County Community Services effective July 1, 2023 through June 30, 2024.
Approve and authorize Chair to sign a contract between Linn County Early Childhood Iowa Board (ECI) and Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP) to provide short term home visitation family support services effective July 1, 2023 through June 30, 2024 not to exceed $120,989.

Approve and authorize Chair to sign a contract between Linn County Early Childhood Iowa Board (ECI) and Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP) to provide long term home visitation family support services effective July 1, 2023 through June 30, 2024 not to exceed $98,192.

Approve and authorize Chair to sign a renew and amend contract between Linn County Early Childhood Iowa Board (ECI) and Linn County Board of Supervisors on behalf of the Linn County Community Services Child Development Center for Early Care and Education Supportive Services effective July 1, 2023 through June 30, 2024 not to exceed $74,631.

Approve and authorize Chair to sign chiller maintenance contracts between Linn County and Daikin effective July 1, 2023 through June 30, 2024 for the following buildings:
- Community Services Center for $2,940.00
- Dr Percy and Lileah Harris Building for $4,716.00
- Public Service Center for $4,428.00

Approve purchase order PO473 for $21,606.30 to CDWG for Surface Pro Tablets for Linn County Community Services

Approve purchase order PO488 for $23,219.00 to Baker Group for installing Airphone door intercom/release systems in Purchasing and Human Resources.

Licenses & Permits

Approve retroactive to June 16, 2023 a 5 Day Class C Retail Alcohol License for the Cedar Rapids Concert Chorale fundraiser to be held at the Wanatee Park Cedar Lodge on June 23, 2023. All conditions have been met.

Approve Class B Native Wine Permit for Culver’s Lawn & Landscape, 1682 Old Dubuque Rd., noting all conditions have been met.

Approve Class C Liquor License for F. B. & Co., 4185 Whittier Rd., noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Claims
Discuss and decide on claims.

Discuss and authorize Chair to sign a Memorandum of Understanding (MOU) between East Central Mental Health Region & Linn County for funds for the Linn County Mental Health Access Center

Discuss and decide on Linn County Historic Preservation Commission Fiscal Year 2024 Preservation Grant funding recommendations and approve and authorize Chair to sign the Grant Agreements. The grantees and proposed award amounts are: Brucemore - $4,000; Coggon Area Betterment Association - $2,064; Coggon Community Historical Society-$6,126; Cedar Rapids Public Library - $4,987; Genealogical Society of Linn
County-$500; National Czech and Slovak Museum and Library - $2,080; Save CR Heritage - $8,000; Uptown Marion Main Street – $1,043 for a total of $28,800.00.

Payroll Authorizations
Discuss and decide on Employment Change Roster (payroll authorizations).

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

Correspondence

Appointments

Closed Session
The Board will enter into a closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.
RESOLUTION NO. 2023 – 6 –

A RESOLUTION APPROVING THE CONTRACT AND PERFORMANCE AND/OR PAYMENT BONDS FOR
THE LINN COUNTY FACILITIES DERECHO REPAIRS PRIORITY #5 PROJECT

WHEREAS, the Linn County Board of Supervisors (“Board”) on May 10, 2023 awarded a contract for the “Linn County Facilities Derecho Repairs Priority #5 Project” (“Project”), to Unzeitig Construction (“Contractor”) and fixed the amount of the performance and/or payment bonds required for the Project; and,

WHEREAS, the contract for the Project is duly signed by the Contractor, and the contract appears to be in proper form; and,

WHEREAS, the Contractor filed satisfactory performance and/or payment bonds in the amount fixed by the Board.

BE IT THEREFORE RESOLVED that the Board hereby approves the aforementioned contract and performance and/or payment bonds, authorizes the Board chairperson to execute said contract, and declares the contract and performance and/or payment bonds binding upon the parties thereto.

PASSED AND APPROVED this 21st day of June 2023.

LINN COUNTY BOARD OF SUPERVISORS

________________________________________
Louis J. Zumbach, Chair

________________________________________
Ben Rogers, Vice Chair

________________________________________
Kirsten Running Marquardt, Supervisor       Aye: _____     Nay: _____     Abstain: _____

ATTEST:

________________________________________
Joel Miller, Linn County Auditor
STATEMENT OF AGREEMENT

BETWEEN

ABBE CENTER FOR COMMUNITY MENTAL HEALTH

AND

LINN COUNTY SHERIFF’S OFFICE

The purpose of this Agreement is to provide skilled mental health services through Abbe Center to the inmates of the Linn County Jail. Mental Health services will consist of both psychiatric nursing and psychiatry services. **Total contract cost for FY 24 = $39,360**

- FY 24 Psychiatry cost; 4 hours/month @ $320/hour = $15,360
- FY 24 Nursing cost; 16 hours/month @ $125/hour = $24,000

Abbe Center will provide consultation on mental health issues and perform mental health assessments of the state/county inmates at the Linn County Jail on a scheduled basis. Abbe Center will:

- **Provide a psychiatrist to perform mental health evaluations at the Linn County Jail.** Scheduling of time for the psychiatrist will be worked out by Abbe Center and the jail nurse but will generally be bi-weekly for a total of 4 hours per month.
- **Psychiatrist will see inmates screened by either the Abbe Center nurse or the jail nurse, for mental health evaluations and medication management.**
- **Court ordered evaluations will NOT be part of this agreement.**
- **Provide psychiatric nurse assessments for mental health needs, when requested by the prisoner or the jail personnel on behalf of the prisoner.**
- **Nursing time will be provided weekly for a maximum of 16 hours per month.**
- **Recommend interventions for care; initiate interventions for acute psychiatric problems as necessary.**
- **Document in the jail medical record according to jail policy.**

Linn County Jail will inform inmates of available mental health services.

- **Provide a correctional officer or deputy to be in attendance while prisoners are being seen by Abbe Center.**
- **Provide a room for interviews which provides for privacy.**
- **Maintain documentation of mental health services provided by Abbe Center and insure records are kept confidential according to state and federal laws for mental health information.**
- **Acquaint Abbe Center staff with philosophies, policies and resources of the Linn County Jail. Notify Abbe of any policy changes that impact the delivery of mental health services.**
ACKNOWLEDGEMENT:
This is a contract for services. Nothing in this contract constitute an employment relationship between the staff of Abbe Center and the Linn County Jail or Linn County, Iowa. Neither Abbe Center nor Abbe Center employees are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Linn County Iowa. Nothing in this contract prevents Abbe Center staff from working with others during the length of this Agreement. Abbe Center staff has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

INDEMNIFICATION:
Abbe Center shall indemnify and hold Linn County Jail and Linn County Iowa harmless from and against any and all losses, liabilities, and damages incurred by Abbe Center staff during the performance of their contractual duties.

The Linn County Jail shall also indemnify and hold harmless the Abbe Center from and against any and all losses, liabilities, and damages incurred by the Linn County Jail during the performance of contractual duties.

TERMS OF THE AGREEMENT:
No portion of the Agreement shall be assigned without the prior written consent of the other party, and any attempt to make such an assignment without such consent shall be null and void.

This agreement shall be reviewed annually. It may be terminated by either party by written notice of termination at least thirty (30) days prior to the effective termination date.

Dated this 8th day of June, 2023.

LINN COUNTY SHERIFF'S OFFICE

Linn County Sheriff

ABBE CENTER FOR COMMUNITY MENTAL HEALTH

Executive Director

Chairperson, Board of Supervisors
Date: June 16, 2023

Invoice Number: 062023

Invoice Total: $7,500.00

To: Linn County Correctional Center

P. O. Box 608

Cedar Rapids, IA 52406

From: Islamic Council of Iowa

P. O. Box 5813

Cedar Rapids, IA 52406

Subject: Islamic Services and Consultations

All Islamic services, and consultations for Muslim inmates, and staff in LCCC, will be covered by the Islamic Council of Iowa contract agreement. This contract is for one year renewed every year from June to the next year June, for the amount of $7,500.00

The contract includes visits to inmates for Islamic services, spiritual counseling, and worship. Also advising staff and the administration for concerns about Islamic issues, special events in the Islamic calendar, and addressing any issues or concerns about the Muslim inmates.

Imam Taha Tawil

Chairman, Islamic Council of Iowa

Signature

Major Matthew Sandvick, Jail Administrator

Chairperson, Board of Supervisors
County of Linn, Iowa
Certificate of Self-Insurance

Contact Office:
Risk Management
935 2nd Street S.W.
Cedar Rapids, IA  52404-2100

Date: June 14, 2023

**Insured:**
Linn County, its Elected Officials, Employees and Agents
935 2nd Street S.W.
Cedar Rapids, IA  52404-2100

**Type of Self-Insurance Coverage**
- General Liability
- Auto Liability
- Workers Compensation

**Description of Operations/Locations:**
Linn County Auditors Office will utilize space at Lindale Mall as a part of satellite voting for election purposes.

**Program Description:**
This certificate is to confirm that Linn County is self-insured with regards to any and all general liability claims and all automobile claims, including comprehensive and collision. This self-insured status is not the result of a specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgement creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgement (Iowa Code §§ 626.24, 670.10, and 627.18).

**Certificate Holder**

Lindale Mall Realty Holding, LLC
4444 1st Avenue NE
Cedar Rapids, IA 52402

County of Linn

Louis Zumbach, Chairperson
Board of Supervisors
Date ________________

Additional Insured:
Kohan Retail Investment Group, its respective officers, directors, agents, affiliates and employees, and Lindale Mall Realty Holding LLC are named as an Additional Insured
County of Linn, Iowa
Certificate of Self-Insurance

Contact Office:
Risk Management
935 2nd Street S.W.
Cedar Rapids, IA  52404-2100

Date: June 14, 2023

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<td>Linn County departments and agencies participation at the Linn County Fair</td>
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<tr>
<td>Linn County Fair Association</td>
<td>Louis Zumbach, Chairperson</td>
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<td>PO Box 329</td>
<td>Board of Supervisors</td>
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<td>Central City, IA 52214</td>
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This Agreement is between the Linn County Early Childhood Iowa (ECI) Board and the Linn County Board of Supervisors on behalf of Linn County Community Services to support Linn County ECI staff and ECI Board Operations.

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Linn County Early Childhood Iowa BOARD ("BOARD") is authorized to enter into this Contract. The BOARD’s address is: Linn County Community Services Building, 1240 26th Avenue Court SW, Cedar Rapids, IA 52404.

Contact Person: Linn County ECI Board Chair (FY 24-Patrick Munyakazi)

1.2 Linn County BOARD of Supervisors ("CONTRACTOR") is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The CONTRACTOR's address is: 935 2nd Street SW, Cedar Rapids IA 52404.

SECTION 2. DURATION OF CONTRACT.

The term of this contract shall be July 1, 2023 through June 30, 2024 with annual renewal option or may be terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Deliverables. The CONTRACTOR agrees to:

3.1.1 Serve as Employer of Record of designated ECI Grant Coordinator and Community Project Director, at the FTE level in the approved ECI BOARD budget, and in accordance with their respective AFSCME Labor Agreements.

3.1.2 Have LCCS Executive Director meet regularly with Community Project Director to support compliance with responsibilities that include but are not limited to:
   a. Meet ECI legislative requirements in the Iowa Administrative Code,
   b. Implement the ECI BOARD By-Laws,
   c. Promote early childhood community planning efforts,
   d. Attend Early Childhood Iowa statewide and regional Director meetings,
   e. Provide regular fiscal and program performance monitoring of contracts,
   f. Supervision of Grant Coordinator,
   g. Preparation and submittal of required ECI reports by deadlines,
   h. Maintain updated ECI BOARD webpage on CONTRACTOR website.
   i. Community Project Director to meet responsibilities in role as a County Department Head.

3.2 Outputs and Performance Measures of designated ECI Staff:

3.2.1 Maintain state designation as an Early Childhood Iowa BOARD.
3.2.2 Convene at least six (6) local ECI BOARD meetings each FY.
3.2.3 Update ECI Community Plan annually and Needs Assessment per state deadline.
3.2.4 100% of required State ECI reports are submitted by the deadline.
3.2.5 100% of ECI-funded programs have a contract compliance review per their scheduled FY deadline.
3.2.6 ECI Strategic Plan for LCCS Department is updated at least 3 times per year.
3.3 Monitor and Review Clause
ECI staff will prepare annual progress report of Outputs and Performance Measures for BOARD. ECI staff will receive annual performance evaluations per CONTRACTOR process.

3.4 Fiscal Requirements of CONTRACTOR
Claims: The State fiscal year ends June 30th and all CONTRACTOR claims for expenses incurred in the contract period must be submitted no later than July 19th. Expenses can only be submitted for services provided or products delivered by the June 30th end date of the fiscal year. Reimbursement requests submitted more than 20 days after the end of the state fiscal year (June 30th) or the contract period will be denied.

Budget Revisions: Changes to the budget, including personnel changes, must be communicated in writing to the Linn County ECI BOARD.

Cost Allocation: Appropriately assign costs across funding sources.

3.5 Non-Exclusive Rights.
This Contract is not exclusive. The BOARD reserves the right to select other CONTRACTORs to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

SECTION 4. COMPENSATION.
4.1 Funding Sources
ECI School Ready & Early Childhood Administrative Allocation and Carry Forward, and Early Childhood Iowa School Ready Quality Improvement, and Linn County Community Services (LCCS) approved funds.

Payment
ECI BOARD will provide ECI School Ready & Early Childhood funds to CONTRACTOR for actual expenses not to exceed $125,000 toward purchase of:

- ECI Staff services and expenses: Salary, benefits, travel, professional development, office or home office equipment, consumable office supplies, postage, copies, phone, and
- ECI Board expenses: Liability Insurance, AUP financial review, BOARD Operations, and Marketing items listed in the BOARD approved ECI Administrative Budget.

The CONTRACTOR will pay eligible ECI Staff and Board expenses exceeding the approved Payment with the approved LCCS funds budgeted for this justified expense.

4.2 Payment Clause.
Reimbursement of expenses will be commensurate with CONTRACTOR's ECI designated staff ability to meet the Scope of Services and Progress Report Measures. Failure to meet Section 3.0 may result in a financial penalty to the CONTRACTOR. Failure by the CONTRACTOR's ECI designated staff to accurately complete required State ECI reports, and whose failure then results in a financial loss to the BOARD, will be required to payback a commensurate amount of funding to the BOARD.

4.3 Delay of Payment Due to CONTRACTOR's Failure.
If the BOARD in good faith determines that the CONTRACTOR's ECI designated staff has failed to perform or deliver any service or product or report as required by this Contract, the CONTRACTOR shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the BOARD may withhold that portion of the CONTRACTOR's compensation, which represents payment for service or product that was not performed or delivered.
SECTION 5. TERMINATION

5.1 Termination.
Either party may terminate for any reason upon thirty days written notice to the other party.

5.2 Termination Due to Lack of Funds or Change in Law.
Both parties shall have the right to terminate this Contract by giving fifteen (15) days' written notice to the other as a result of any of the following:
5.2.1 Adequate funds are not appropriated or granted to allow the BOARD to operate as required and to fulfill its obligations under this Contract;
5.2.2 Funds are de-appropriated or not allocated or if funds needed by the BOARD, at the BOARD's sole discretion, are insufficient for any reason;
5.2.3 The BOARD's authorization to operate is withdrawn or there is a material alteration in the programs administered by the BOARD;
5.2.4 The BOARD's duties are substantially modified.

5.3 Remedies of the CONTRACTOR in Event of Termination by the BOARD
In the event of termination of this Contract for any reason by the BOARD, the BOARD shall pay only those amounts, if any, due and owing to the CONTRACTOR for services actually rendered up to and including the date of termination of the Contract and for which the BOARD is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the CONTRACTOR's claim. This provision in no way limits the remedies available to the BOARD under this Contract in the event of termination. However, the BOARD shall not be liable for any of the following costs:
5.3.1 The payment of unemployment compensation to the CONTRACTOR's employees;
5.3.2 The payment of workers’ compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
5.3.3 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;
5.3.4 Any taxes that may be owed by the CONTRACTOR in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.4 The CONTRACTOR's Termination or Non-Renewal Duties.
The CONTRACTOR upon receipt of notice of termination or upon request of the BOARD, shall:
5.4.1 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 date of notice of termination/non-renewal, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the BOARD may require.
5.4.2 Immediately cease using and return to the BOARD any personal or intellectual property, supplies, materials, whether tangible or intangible, provided by the BOARD or through BOARD funds, to the CONTRACTOR.
5.4.3 Comply with the BOARD's instructions for the timely transfer of any active files and work product produced by the CONTRACTOR under this Contract.
5.4.4 Cooperate in good faith with the BOARD, its employees, agents and CONTRACTORs during the transition period between the notification of termination/non-renewal and the substitution of any replacement CONTRACTOR.
5.4.5 Immediately return to the BOARD any payments made by the BOARD for services that were not rendered by the CONTRACTOR.

SECTION 6. CONFIDENTIAL INFORMATION.
No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the BOARD, either during the period of the Contract or thereafter. Any data supplied to or
created by the CONTRACTOR shall be considered the property of the BOARD. The CONTRACTOR must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the BOARD.

SECTION 7. INDEMNIFICATION.

The CONTRACTOR, a governmental subdivision of the State of Iowa, will only to the extent permitted by the Iowa Constitution and laws of the State of Iowa indemnify, defend, and hold harmless BOARD, its partners, agents and employees, and their respective successors and assigns of, for, from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including, but not limited to, reasonable attorneys’ fees and costs, to the extent resulting from or arising out of (a) any wrongful or negligent act, error, or omission committed by CONTRACTOR or its employees, (b) the failure of CONTRACTOR to observe and comply with any state or federal law or regulation applicable to the business conducted by CONTRACTOR pursuant to this Agreement, and (c) the material breach by CONTRACTOR of any of the terms of this Agreement. BOARD shall indemnify, defend, and hold harmless CONTRACTOR, its partners, agents and employees, and their respective successors and assigns of, for, from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including, but not limited to, reasonable attorneys’ fees and costs, to the extent resulting from or arising out of (a) any wrongful or negligent act, error, or omission committed by BOARD or its employees, (b) the failure of BOARD to observe and comply with any state or federal law or regulation applicable to the business conducted by BOARD pursuant to this Agreement, and (c) the material breach by BOARD of any of the terms of this Agreement. Nothing in this agreement shall constitute a waiver of the defenses available to CONTRACTOR under chapter 670 of the Code of Iowa.

Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 8. INSURANCE.

Insurance Requirements.
The CONTRACTOR shall provide proof of its self-insurance status upon request.

SECTION 9. INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT.

The BOARD shall own all work products developed or furnished in connection with the Contract by the CONTRACTOR or any subcontractor (the “Work Product”). All applicable rights to patents, copyrights, trademarks, trade secrets and other property rights in the Work Product shall be the property of the BOARD.

SECTION 10. CONTRACT ADMINISTRATION.

10.1 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 of Iowa or any agency, division or BOARD of the state. Neither the CONTRACTOR nor its employees shall be considered employees of the BOARD or the State of Iowa for federal or state tax purposes. The BOARD will not withhold taxes on behalf of the CONTRACTOR (unless required by law).

10.2 Compliance with the Law.
The CONTRACTOR, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the
services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The CONTRACTOR may be required to provide a copy of its affirmative action plan, containing goals and time specifications. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule. The CONTRACTOR, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

10.3 **Amendments.**

This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

10.4 **Authorization.**

Each party to this Contract represents and warrants to the other parties that:

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

10.4.2 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.

10.5 **Record Retention and Access.**

The CONTRACTORS designated ECI staff shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the BOARD throughout the term of this Contract for a period of at least five (5) years following the date of final payment or completion of any required audit. Records to be maintained include both financial records and service records. The CONTRACTOR shall permit the Auditor of the State of Iowa or any 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 BOARD reserves the right to address the BOARD or other managing entity regarding performance and expenditures. Based on the audit findings, the BOARD reserves the right to address the BOARD or other managing entity regarding performance and expenditures.

10.6 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions**

The CONTRACTOR certifies that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal BOARD or agency.

10.8 **Restrictions on Use of Funds**

The CONTRACTOR shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

10.9 **Tobacco Smoke Prohibited/Pro-Children Act of 1994.**

10.9.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health,
day care, early childhood development services, funded by federal programs either
directly or through state or local governments, by federal grant, contract, loan or loan
guarantee. 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 WIC coupons are redeemed. Failure to comply
with the provisions of the law may result in the imposition of a civil monetary penalty
of up to $1,000 for each violation and/or the imposition of an administrative
compliance order on the responsible party.

10.9.2 The CONTRACTOR certifies that it and its subcontractors will comply with the
requirements of the Pro-Children Act of 1994 and will not allow smoking within any
portion of any indoor facility used for the provision of services for children as defined
by the Act.

10.10 Conflict of Interest
No relationship exists or will exist during the contract period between the CONTRACTOR and
the BOARD that is a conflict of interest.

10.11 Audits.
In accordance with Board Policy an audit or financial review of the CONTRACTOR conducted
by an independent agency, is required. A copy of the audit or financial review must be
submitted to the Linn Co Early Childhood Iowa office annually.

10.12 Drug Free Work Place.
The CONTRACTOR shall provide a drug free workplace in accordance with the Drug Free
Workplace Act of 1988 and all applicable regulations.

10.13 Right to Address the BOARD of Directors or Other Managing Entity
The BOARD reserves the right to address the BOARD of directors or other managing entity of
the CONTRACTOR regarding performance, expenditures and any other issue as appropriate.
The BOARD determines appropriateness.

10.14 Repayment Obligation
In the event that any state 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 BOARD 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.

SECTION 11. EXECUTION.
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and
valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the
parties have entered into the above Agreement and have caused their duly authorized representatives to
execute.

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Linn County Early Childhood Iowa FY 24 Fiscal Agent Agreement Renewal

This agreement is between the Linn County Early Childhood Iowa Board, hereafter referred to as LOCAL BOARD, and Linn County Board of Supervisors on behalf of Linn County Community Services hereafter referred to as the Fiscal Agent.

I. Purpose of Agreement
The LOCAL BOARD has been designated an Early Childhood Iowa area within the geographical area it serves and has received a grant of state funds not to exceed $1,273,939.00 for School Ready Children Services, and a grant of state funds not to exceed $403,441.00 for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds) for state fiscal year 2024.

Pursuant to Iowa Code Chapter 256I the LOCAL BOARD is required to designate a public entity as a fiscal agent to administer grant funds. Linn County Community Services is designated as the Fiscal Agent for the LOCAL BOARD.

II. Duration of Agreement
This agreement shall become effective on July 1, 2023. This agreement shall remain in effect until June 30, 2024, with annual renewal option or may be terminated earlier according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the LOCAL BOARD for the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of Fiscal Agent
The Fiscal Agent shall provide the following services for each of the two separate funds for which it is acting as fiscal agent:

A. Deposit EARLY CHILDHOOD IOWA funds into accounts in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §6501 et seq.

B. Issue payments from the Early Childhood Iowa grant account as directed by authorized LOCAL BOARD personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by the LOCAL BOARD, in the amount specified, and to the address provided by the LOCAL BOARD. Payments shall be issued as directed, within 30 business days from the date the Fiscal Agent receives written notification from authorized LOCAL BOARD personnel.

C. Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant accounts or accounts containing EARLY CHILDHOOD IOWA grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.

D. Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.

E. Maintain separate accounting records for School Ready Children Services and Early Childhood Program funds that at a minimum include the following:
   1. For each School Ready Children Services grant payment and for each Early Childhood Program grant payment made as directed by the LOCAL BOARD:
      a. The date written notification/authorization was received from the Local Board.
      b. The name of the authorized LOCAL BOARD staff authorizing the payment.
      c. The name and mailing address of the payee.
      d. The amount of the payment.
      e. The check number or other unique identification of the payment.
f. The date the payment was mailed or hand-delivered to the payee.
g. The date the payment is cleared or paid out of the EARLY CHILDHOOD IOWA grant account or account containing EARLY CHILDHOOD IOWA grant funds.
h. The date of any stop payment requested by the Fiscal Agent and the reason.

2. Running balances for each fund which include:
   a. The cumulative amount of payments authorized by the LOCAL BOARD.
   b. The cumulative amount of payments issued.
   c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.

F. Provide for, account for and deposit the amount of any monthly bank costs for maintaining the EARLY CHILDHOOD IOWA fund account or proportion of such costs attributable to that portion of an account constituting EARLY CHILDHOOD IOWA grant funds, and the amount of any monthly interest earned for the EARLY CHILDHOOD IOWA fund account or proportion of such earnings attributable to that portion of an account constituting EARLY CHILDHOOD IOWA grant funds into the appropriate ECI fund account.

G. Submit monthly expenditure reports within **30 business days** from the end of the prior month to the LOCAL BOARD. Reports shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.

H. Submit a report within **30 business days** from the end of the agreement period, or such earlier date as the agreement may be terminated, to the LOCAL BOARD. The report shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.

I. Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the EARLY CHILDHOOD IOWA funds managed by area boards. “Audit” means a financial review by area boards of EARLY CHILDHOOD IOWA funds. Area boards that receive over $500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over $500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent’s financial review to conduct the state board approved agreed-upon procedures. Requirements are found in the ECI on-line toolkit, Tool UU.

J. Provide services in section III at **no cost** to the LOCAL BOARD.

K. Return unexpended EARLY CHILDHOOD IOWA grant funds, and accrued interest as may be required by law, to the LOCAL BOARD if this agreement is terminated or if EARLY CHILDHOOD IOWA GRANT funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.

L. If this agreement is renewed or extended any unexpended EARLY CHILDHOOD IOWA grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.

M. **Additional Local Requirements:**
   a) Provide detailed Monthly Control sheet for Finance Committee, Board and ECI Director’s review at their regularly scheduled meetings. Control sheets to include but not be limited to the following:
      - Program and Administrative Budget per Funding Source
      - Program and Administrative Budget by their Line-Item Category
      - School Ready-funded program expenditures by Category
Program and Administrative-specific information on Claims pending, Claims Paid, Budget Balance and % Expended
Interest tracked per Funding source and stipulated category
Balance Life to Date to project possible carry-forward

b) Reconcile monthly cash expenditure report from the Auditor’s office with the ECI Board’s Monthly Control sheet.

c) Provide financial data to the ECI Director for completion of Financial Reports required by the State ECI office. Data is to be provided to the ECI staff to enable staff to complete the report in the format required by the state by the deadlines.

d) Provide Advance payment to Programs only when directed by the Board.

e) Assist ECI staff with all relevant aspects of the Agreed-Upon-Procedures process.

f) Review the draft ECI Annual Report Financials prepared by Linn County ECI staff, provide edits as necessary and then sign final document if in agreement with content

IV. Responsibilities of LOCAL BOARD
The LOCAL BOARD shall have the following responsibilities:

A. Advise the Fiscal Agent in writing of the identity of LOCAL BOARD personnel authorized to approve and submit payment requests for EARLY CHILDHOOD IOWA grant funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.

B. Determine the amount and payee for any payment to be made from EARLY CHILDHOOD IOWA grant funds.

C. Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for EARLY CHILDHOOD IOWA grant funds approved by the LOCAL BOARD, which authorization shall designate whether payment should be made from the School Ready Children Services account or the Early Childhood Program account.

D. Maintain separate accounting records for each School Ready Children Services payment and for each Early Childhood Program payment authorized to be paid by the Fiscal Agent that at a minimum include the following:
   1. The date written notification/authorization was submitted to the Fiscal Agent.
   2. The name of the authorized LOCAL BOARD member authorizing the payment.
   3. The name and mailing address of the payee.
   4. The amount of the payment.

E. Review at scheduled Board meeting the monthly expenditure report summary submitted by the Fiscal Agent and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.

F. Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.

G. Any EARLY CHILDHOOD IOWA GRANT funds allocated to the LOCAL BOARD remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the EARLY CHILDHOOD IOWA grant funds allocated to the LOCAL BOARD for the next state fiscal year.

V. General Provisions
A. Agreement Amendment - The agreement shall be amended only upon written agreement of both parties.
B. Renegotiation Clause. In the event there is a revision of Federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.

C. Termination of Agreement

1. For Cause. Causes for termination during the period of the agreement are:
   a. Failure of the Fiscal Agent to complete or submit required report.
   b. Failure of the Fiscal Agent to make financial and statistical records available for review by the Board or other authorized party.
   c. Failure of the Fiscal Agent to abide by the terms of this agreement.

   If one of the above occurs, the LOCAL BOARD shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the written notice, the LOCAL BOARD may either immediately terminate the agreement without additional notice, or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.

2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the LOCAL BOARD determine that the across the board reduction will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The LOCAL BOARD shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will meet and attempt in good faith to agree upon changes to this agreement to address such reduction.

3. State reorganization plan. The LOCAL BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the LOCAL BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.

4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the LOCAL BOARD liable in any manner for the resulting changes. The LOCAL BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.

5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.

D. Confidentiality - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.

E. Statement Regarding Meeting All Federal and State Requirements - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.

F. Records Retention - The Fiscal Agent shall maintain records that document the validity of reports submitted to the LOCAL BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.

G. Review of Contract Related Documentation - Upon request, the Fiscal Agent shall allow authorized representatives of the LOCAL BOARD or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include off-site or on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.
H. Federal Lobbying Requirements - In accordance with the requirements under 34 CFR 82, “New Restrictions on Lobbying,” the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

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

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. Certification Regarding Drug Free Workplace

Requirements for contractors who are not individuals. If Contractor is not an individual, by signing below Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The person’s policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations;
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 subparagraph 1;
4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
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
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

Requirement for individuals. If Contractor is an individual, by signing below Contractor agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
1. Take appropriate personnel action against such employee up to and including termination; or
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.

J. Debarment, Suspension, And Other Responsibility Matter Requirements - In accordance with the requirements under 34 CFR 85, “Government-wide Debarment and Suspension (Nonprocurement),” the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

K. Environmental Tobacco Smoke Requirements - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for 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 services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children’s services and that all sub-contractors shall certify accordingly.

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ECI Fiscal Agent Contact information:
Staci Meade, LCCS Financial Management Director
Community Services Building, 1240 26th Avenue Court SW, Cedar Rapids IA 52404
319-892-5607
This Contract is between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP). Intent is to provide high quality short term home visitation Family Support services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF.

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Linn County Early Childhood Iowa Board (“Board”) is authorized to enter into this Contract. The Board’s address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.

Contact Person: ECI Coordinator  Phone: 319-892-5729

1.2 Linn County Board of Supervisors (“Contractor”), is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor’s address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.

Designated Contact Person: Gloria Witzberger  Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT

The term of this Contract shall be July 1, 2023 through June 30, 2024 unless terminated earlier in accordance with the Termination section of this Contract.

The Board can renew the contract for an additional one-year term pending acceptable program results, program adherence to State and Linn County ECI Board requirements, community needs, and available funding.

SECTION 3. SCOPE OF SERVICES.

Deliverables:

3.1 The Contractor shall provide the following services as an independent Contractor. Duties shall include, but not be limited, to the following:

3.1.1 Submit completed ECI claim form to Linn County ECI fiscal agent by the deadline established in this contract and with required documentation.

3.1.2 Ensure fiscal separation of duties re: who prepares the claim and who signs the claim prior to submittal.

3.1.3 Collect State and local required Output, Quality/Efficiency and Outcome Measures using required Assessment tools, and submit on required form, by deadlines established in this contract.

3.1.4 Ensure Linn County Early Childhood Iowa support is noted on program materials, flyers and informational items. Use of current ECI logo is required.

3.1.5 Allow on-site program, file and fiscal monitoring and review activities by authorized Early Childhood Iowa staff or Board member and participate in Board presentations as requested.

3.1.6 If Contractor utilizes subcontractors, then ensure file includes written agreements with subcontractor.

3.1.7 Participate in Contract, cost per unit & Progress Report meetings as scheduled by Linn Co ECI staff.

3.1.8 Submit Proof of Insurance: a Certificate of Insurance listing Linn County Early Childhood Iowa as “other insured” or proof of self-insurance, with the signed contract.

3.1.9 Participate in state-wide centralized/coordinated intake process and keep contact information updated on the Iowa Family Support Network website.

3.1.10 Perform all checks as required pursuant to the Criminal history and Child abuse record checks procedure set forth in Iowa Code. Direct service family support professionals and supervisors who join the Program after the contract begins may not provide any services for the Provider pursuant to the Contract before the requisite criminal and background checks have been completed unless they are accompanied by other staff that has completed acceptable checks.
3.1.11 Annually provide to the Linn County ECI office proof of Contractor’s financial review or audit conducted by an external qualified entity.

3.1.12 Cost Allocation: Contractor must appropriately assign costs across funding sources. This could include personnel time logs if staff is funded by more than 1 source.


3.1.14 May offer Family Support Supervisor Certification, for relevant staff, thru U of I National Resource Center for Family Centered Practice. [https://clas.uiowa.edu/nrcfcp/training-schedule-and-registration](https://clas.uiowa.edu/nrcfcp/training-schedule-and-registration)

3.1.15 Family Support Professionals who provide direct services to families as part of their ECI funded duties, will satisfactorily pass the National Certification Exam – Iowa, within one year of employment start date.


3.1.16 ECI Home Visitation services are prevention-based and shall not serve active DHS involved families if the child has been removed from the home. It is possible to serve families where a DHS child abuse assessor determines formal involvement with child welfare system is not necessary (differential response) or when a formal case is closed.

3.1.17 Ensure in-home visitation and family support materials are culturally responsive.

3.1.18 Ensure program and client compliance with content in current state ECI Family Support & Parent Education Tool @ [https://earlychildhood.iowa.gov/toolkit-tools](https://earlychildhood.iowa.gov/toolkit-tools).

3.1.19 Plan for technology upgrades at regular intervals. Technology includes software, hardware, and connectivity plans. Ensure items are properly secured and maintained.

3.1.20 Notify Linn County ECI when an evaluation (on-site or virtual) is scheduled by an external entity related to the program’s status of meeting a quality standard.

3.1.21 Operational:

a) Provide in-home services to At-Risk families in order to primarily increase Parental Knowledge on topics such as child development milestones, positive parenting techniques, effective family communication and the importance of high quality early learning.

b) Coordinate or partner with another entity to increase parent connections through networking, technology supports and/or group activities for At-Risk families in order to reduce social isolation & increase informal support systems.

c) Provide service coordination that goes beyond making referrals to include purposeful integration between relevant community resources. Involvement with My Care Community is strongly encouraged.

d) Provide incentives or transportation supports to At-Risk families in order to increase their attendance at scheduled child and maternal Health appointments.

e) Provide services to improve family stability of At-Risk families through economic self-sufficiency, safe housing, family goals and concrete community connections.

f) Support efforts to ensure Program staff and materials used reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.

g) Target Audience: Emphasis on serving Linn County families under 200% FPL, or parents with high school diploma or less, or child with current Iowa Family Support Plan or Individualized Education Plan. Other targets are rural residents, parents with depression, teen parents, limited English proficiency, single parent Household and parents with an intellectual challenge impacting parenting skills.

h) Staffing: Provide at least the # of hours of direct staff time as per approved budget. Minimum education requirement for Program Supervisor/Coordinator is Bachelors in Human Services or related field with experience and for Family Support Worker a Bachelor or Master in Human Services or related field or Associate in Human Services with experience.

i) Dosage/Intensity: Provide visit dosage for minimum of 60 minutes, at least twice per month, over a period of less than a year. Visits are to include parent-child interaction as consistent with model implemented. Alternative location or use of virtual video conferencing may be used if there is a
safety concern in the home. The use of telephone talk or text to communicate with the family can supplement services but is not treated as a home visit. Follow current Tool FF guidance.

j) **Hours of Operation:** Services to be provided Mon-Friday, 11:00 am-7:30 pm, or by special arrangement. Coordinator contacts client within three (3) business days of service request to assess eligibility and gather relevant information on family concerns. The intent is for the first home visit to occur within fourteen business days of contact.

k) **Services to include but not be limited to providing child development and parenting skills using Nurturing Parenting Curriculum, initial assessment and development of Family Service Plan, observation of parenting skills, and access to informational library, referrals and connection to community resources. During each home visit at least one family Service Plan topic is identified, shared and/or reviewed. Parent connections with community groups, events and peers is to be supported.**

l) **Developmental Screen:** All age eligible children enrolled shall be screened for developmental progress using the Ages and Stages Questionnaire 3rd edition. Screening may be completed by parents, another provider or the home visiting program staff. Ask 100% of families if child has received a hearing, vision, and dental screen. Provide referrals for additional services as needed. ASQ-3 screening results shall be entered into DAISEY.

m) Participate in state administered internet-based data collection system (e.g. DAISEY) using state-identified family assessment (e.g. Protective Factor Survey), related trainings, and meet reporting deadlines.

n) Strive to ensure that families are not dually enrolled in another state funded family support program that unnecessarily duplicates services.

o) Ensure staff has access to required Nurturing Parenting Program training.

p) Ensure that iPad or related technology purchased with ECI funds is used for DAISEY data input, enhancement of family visit services and that it is properly secured and maintained.

q) If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

### 3.2 Output and Performance Measure Goals

**State Performance Measure Goals**

3.2.1 # of unduplicated families enrolled in services: **80**

3.2.2 # of home (or approved COVID format) visits completed: **850**

3.2.3 % of staff that earn the Family Support Direct Service Professional National Certificate by the state deadline (YE): **100%**

3.2.4 % of age eligible children screened with ASQ-3 for developmental delays: **90%**

3.2.5 % of newly enrolled families (after July 1) that meet one or more of ECI eligibility criteria: **80%**
   a. HH Income at or below 200% Federal Poverty Level
   b. Parent with high school diploma or less
   c. Children (0-5 yrs) with IFSP or IEP

3.2.6 Of families that complete both a Pre and Post PFS family assessment:
   *70% Improve/maintain healthy functioning, problem solving and communication.  
   *80% Increase or maintain social supports.  
   *70% Are connected to additional concrete supports.  
   *75% Increase their knowledge about child development and parenting.  
   *75% Improve nurturing and attachment with their children.

3.2.7 Report on all State Performance Measures (Tool P).

**Local Data**

3.2.8 Report on local measures identified in Progress Report.
3.3 Monitor and Review Clause

3.3.1 Progress Report Requirements
The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Contractor shall submit quarterly data on the format required by DAISEY. Complete and submit a full year annual report in a format as directed per DAISEY and LCECI staff.

Quarterly Reports to Linn County ECI due dates are:
- Oct 15th, Jan 15th, April 15th, and July 19th for 4th Qtr/Year End.

Deadline to submit required quarterly data to DAISEY is:
- 15th of the month following end of each quarter

3.3.2 The Board and/or appointed Committee will monitor the performance of the Contractor quarterly to ensure compliance with Section 3. A Contract Compliance Review will occur as per Policy 9.4 in the ECI Board Policy and Procedure Manual. The Contractor shall meet with the Board or Early Childhood Iowa staff, participate in Contract Compliance Reviews, and make files available for review upon request.

3.4 Fiscal Requirements

Claims
Board will provide funds on a reimbursement basis. Contractor will submit a claim form packet to the Fiscal Agent monthly when services are provided using the forms provided by the Early Childhood Iowa Staff.
- Claims must be submitted by the 12th of the month following the end of the month for which the request is being made. Monthly claims submitted after this date will result in delay of payment.

The State fiscal year ends June 30th and all claims for expenses incurred in the contract period must be submitted no later than July 20th. Reimbursement requests submitted more than 20 days after the end of the state fiscal year (June 30th) or the contract period will be denied. The Board Chair or Treasurer will have the ability to issue a waiver for unforeseen extenuating circumstances.

Expenses can only be submitted for services provided or products delivered on site by the June 30th end date of the fiscal year. Contractor must return ECI funds for expenditures that are not allowed.

DOCUMENTATION REQUIREMENTS
Since the Contractor is the recipient of State funds, documentation supporting the request must be provided monthly with the Claim form.
- Contractor will abide by requirements of Series 600 document.
- Proration of expenses is not allowed without prior approval.
- Mileage for staff commute to the program is not allowed.
- Payment for expenses incurred or items received outside of the contract period is prohibited.

Budget Revisions
Changes to the Contract budget must be communicated to the Board staff using the approved Budget Revision form during the identified Open Window timeline (Linn County ECI Policy 5.4) and is subject to approval. Prompt notification of personnel changes to Board staff is expected.

Cost Allocation
Contractor must appropriately assign costs across funding sources it receives and provide proof of this allocation. The Linn County Early Childhood Iowa Board retains the option to require the Contractor to complete personnel activity reports (time studies) upon request.

Property and Equipment
Contractor is prohibited from using ECI funds to purchase real property that is subject to taxes. For equipment purchased using ECI funds the contractor must follow federal guidelines for the purchase and usage. Equipment expenses over $5,000 must be listed on Contractor inventory and tracked.

Equipment includes larger goods that are not expended over the course of time, such as computers, printers, furniture, file drawers, etc. Equipment can be purchased with ECI funds as long as it is included in the approved budget and is essential to providing the contracted services. It is expected that the Contractor and/or the agency housing the equipment will maintain adequate insurance to cover the equipment in case of loss, theft, or damage. All equipment shall have a label identifying ECI as the funding source for the equipment. If the contract is not renewed or terminated, then possession of the equipment purchased shall revert to the ECI Board.

3.5 Non-Exclusive Rights.
This Contract is not exclusive. The Board reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

SECTION 4. COMPENSATION.
4.1 Pricing.
The Contractor will be paid for actual expenses in support of the approved Deliverables noted in their Bid Proposal and Section 3.0, not to exceed $120,989 in School Ready General. Compensation amount may be amended through a separate contract action as warranted. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under 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.

4.2 Payment Clause.
Reimbursement of expenses will be commensurate with Contractor’s ability to meet the Deliverables and Performance Measures. Failure to meet items in Section 3.0 may result in a financial penalty to the Contractor to be determined by the Board.

Failure by the Contractor to collect and report the Required State data, and whose failure then results in a financial loss to the Board, will be required to pay back a commensurate amount of funding to the Board.

4.3 Delay of Payment Due to Contractor’s Failure.
If the Board in good faith determines that the Contractor has failed to perform or deliver any service or product or report as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Board may withhold that portion of the Contractor’s compensation, which represents payment for service or product that was not performed or delivered.

SECTION 5. TERMINATION.
5.1 Immediate Termination by the Board.
The Board may terminate this Contract for any of the following reasons effective immediately without advance notice:

5.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate
termination of the Contract effective as of the date on which the license or certification is no longer in effect;

5.1.2 The Board determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client’s life, health or safety to be jeopardized;

5.1.3 The Contractor fails to comply with confidentiality laws or provisions;

5.1.4 The Contractor furnished any statement, representation or certification in connection with this Contract which is materially false, deceptive, incorrect or incomplete.

5.2 Termination for Cause.

The occurrence of any one or more of the following events shall constitute cause for the Board to declare the Contractor in default of its obligations under this Contract.

5.2.1 The Contractor fails to perform, to the Board’s satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

5.2.2 The Board determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

5.2.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

5.2.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Board reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

5.2.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract; or

5.2.6 The Contractor has engaged in conduct that has or may expose the State or the Board to liability, as determined in the Board’s sole discretion.

5.2.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

5.2.8 The Contractor fails to comply with any provision of Iowa Code chapter 8F.

5.3 Notice of Default.

If there is a default event caused by the Contractor, the Board shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Board’s written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the Board may either:

5.3.1 Immediately terminate the Contract without additional written notice; or,

5.3.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

5.4 Termination Upon Notice.

Following 15 days’ written notice, the Board may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Board up to and including the date of termination.

5.5 Termination Due to Lack of Funds or Change in Law.

The Board shall have the right to terminate this Contract without penalty by giving fifteen (15) days’ written notice to the Contractor as a result of any of the following:

5.5.1 Adequate funds are not appropriated or granted to allow the Board to operate as required and to fulfill its obligations under this Contract;
5.5.2 Funds are de-appropriated or not allocated or if funds needed by the Board, at the Board’s sole discretion, are insufficient for any reason;
5.5.3 The Board’s authorization to operate is withdrawn or there is a material alteration in the programs administered by the Board;
5.5.4 The Board’s duties are substantially modified.

5.6 Remedies of the Contractor in Event of Termination by the Board.
In the event of termination of this Contract for any reason by the Board, the Board shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which the Board is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor’s claim. This provision in no way limits the remedies available to the Board under this Contract in the event of termination. However, the Board shall not be liable for any of the following costs:

5.6.1 The payment of unemployment compensation to the Contractor’s employees;
5.6.2 The payment of workers’ compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
5.6.3 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;
5.6.4 Any taxes that may be owed by the Contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.7 The Contractor’s Termination or Non-Renewal Duties.
The Contractor upon receipt of notice of termination or upon request of the Board, shall:

5.7.1 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 date of notice of termination/non-renewal, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the Board may require.
5.7.2 Immediately cease using and return to the Board any personal or intellectual property, supplies, materials, whether tangible or intangible, provided by the Board or through Board funds, to the Contractor.
5.7.3 Comply with the Board’s instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.
5.7.4 Cooperate in good faith with the Board, its employees, agents, and contractors during the transition period between the notification of termination/non-renewal and the substitution of any replacement contractor.
5.7.5 Immediately return to the Board any payments made by the Board for services that were not rendered by the Contractor.

5.8 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 Board will not have any obligations with respect thereto.

SECTION 6. CONFIDENTIAL INFORMATION.
No Dissemination of Confidential Data.
No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Board, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Board. The Contractor must return any and all data collected,
maintained, created or used in the course of the performance of the Contract in whatever form it is
maintained promptly at the request of the Board.

SECTION 7. INDEMNIFICATION.

7.1 By the Contractor.
The Contractor agrees to indemnify and hold harmless the Board, its officers, employees and agents
appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages,
liabilities, settlements and judgments, including the costs and expenses and reasonable attorneys’ fees
of other counsel required to defend the Board, related to or arising from:

7.1.1 Any breach of this Contract;
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;
7.1.3 The Contractor’s performance or attempted performance of this Contract, including any agent
or subcontractor utilized or employed by the Contractor;
7.1.4 Any failure by the Contractor to comply with the compliance with the Law provision of this
Contract;
7.1.5 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;
7.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual
property right; or
7.1.7 Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

7.2 Survives Termination.
Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 8. INSURANCE.

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 and any extensions or renewals. The Contractor’s insurance
shall, among other things, be occurrence based and shall insure against any loss or damage resulting
from or related to the Contractor’s performance of this Contract regardless of the date the claim is
filed or expiration of the policy.

- Contractor must provide current proof of insurance, listing Linn County Early Childhood Iowa
  Board as an “Other Insured” with the signed contract.

SECTION 9. INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT.

Ownership of Work Product.
The Board shall own all work products developed or furnished in connection with the Contract by the
Contractor or any subcontractor (the “Work Product”). All applicable rights to patents, copyrights,
trademarks, trade secrets and other property rights in the Work Product shall be the property of the
Board.

SECTION 10. CONTRACT ADMINISTRATION.

10.1 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 of Iowa or any agency, division or Board of the state. Neither the Contractor nor its employees
shall be considered employees of the Board or the State of Iowa for federal or state tax purposes. The
Board will not withhold taxes on behalf of the Contractor (unless required by law).
10.2 Incorporation of Documents.
The RFP, RFP amendments and written responses to bidders’ questions (collectively RFP) and the Contractor’s Proposal submitted in response to the RFP, form the Contract between the Contractor and the Board and are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and Proposal unless the Contract specifically directs otherwise.

10.3 Compliance with the Law.
The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The Contractor may be required to provide a copy of its affirmative action plan, containing goals and time specifications. Failure to comply with this provision may cause this contract to be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule. The Contractor, its employees, agents, and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

10.4 Amendments.
This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

10.5 Use of Third Parties.
The Board 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 Board in writing of all subcontracts relating to services to be performed under this contract prior to the time the subcontract(s) become effective. The Board 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 services performed 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 Board shall have the right to request the removal of a subcontractor from the Contract for good cause.

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, and for any default of activities and obligations.

10.6 Authorization.
Each party to this Contract represents and warrants to the other parties that:

10.6.1 It has the right, power & authority to enter into & perform obligations under this Contract.
10.6.2 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.

10.7 Record Retention and Access.
The Contractor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the Board throughout the term of this Contract for a period of at least five (5) years following the date of final payment or completion of any required audit. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State 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 Board reserves
the right to address the board or other managing entity regarding performance and expenditures.
Based on the audit findings, the Board reserves the right to address the board or other managing entity
regarding performance and expenditures.

The Contractor shall ensure confidential client information is maintained in a secure environment
accessible to only persons with authorization to view that material. Contractor shall have and
implement a policy regarding the disposal of records at the end of the required retention period.

10.8 Suspensions and Debarment.
The Contractor certifies pursuant to 2 CFR 180 that neither it nor its principles are presently debarred,
suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in
this Contract by any federal Board or agency.

10.9 Lobbying Restrictions.
The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C.
Section 1352 and any implementing regulations and shall be responsible for ensuring that any
subcontractor fully complies with all certification and disclosure requirements.

10.10 Tobacco Smoke Prohibited/Pro-Children Act.
10.10.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking
not be permitted in any portion of any indoor facility owned or leased or contracted for by
an entity and used routinely or regularly for the provision of health, day care, early
childhood development services, education or library services to children under the age of
18, if the services are funded by federal programs either directly or through state or local
governments, by federal grant, contract, loan or loan guarantee. 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 WIC coupons are redeemed.
Failure to comply with the provisions of the law may result in the imposition of a civil
monetary penalty of up to $1,000 for each violation and/or the imposition of an
administrative compliance order on the responsible party.

10.10.2 The Contractor certifies that it and its subcontractors will comply with the requirements of
the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor
facility used for the provision of services for children as defined by the Act.

10.11 Conflict of Interest.
No relationship exists or will exist during the contract period between the Contractor and the Board
that is a conflict of interest.

10.12 Audits.
In accordance with Board Policy an audit or financial review of the Contractor, conducted by an
independent agency, is required. A copy of the Contractor audit or financial review must be submitted
to the Linn Co Early Childhood Iowa office annually.
10.13 **Drug Free Work Place.**
The Contractor shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

10.14 **Right to Address the Board of Directors or Other Managing Entity.**
The Board reserves the right to address the board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue as appropriate. The Board determines appropriateness.

10.15 **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 Board 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.

### Section 11. CONTRACT EXECUTION.

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

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<tr>
<th>Contractor: Linn County Board of Supervisors for the NPP Short Term Home Visitation</th>
<th>Board: Linn County Early Childhood Iowa</th>
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This Contract is between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP). Intent is to provide long term home visitation Family Support services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF.

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Linn County Early Childhood Iowa Board (“Board”) is authorized to enter into this Contract. The Board’s address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.

   Contact Person: ECI Coordinator  Phone: 319-892-5729

1.2 Linn County Board of Supervisors (“Contractor”), is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor’s address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.

   Designated Contact Person: Gloria Witzberger  Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT

The term of this Contract shall be July 1, 2023 through June 30, 2024 unless terminated earlier in accordance with the Termination section of this Contract. The Board can renew the contract for an additional one-year term pending acceptable program results, program adherence to State and Linn County ECI Board requirements, community needs, and available funding.

SECTION 3. SCOPE OF SERVICES.

3.1 Deliverables:

   The Contractor shall provide the following services as an independent Contractor. Duties shall include, but not be limited, to the following:

3.1.1 Submit completed ECI claim form to Linn County ECI fiscal agent by the deadline established in this contract and with required documentation.

3.1.2 Ensure fiscal separation of duties re: who prepares the claim and who signs the claim prior to submittal.

3.1.3 Collect State and local required Output, Quality/Efficiency and Outcome Measures using required Assessment tools, and submit on required form, by deadlines established in this contract.

3.1.4 Ensure Linn County Early Childhood Iowa support is noted on program materials, flyers and informational items. Use of current ECI logo is required.

3.1.5 Allow on-site program, file and fiscal monitoring and review activities by authorized Early Childhood Iowa staff or Board member and participate in Board presentations as requested.

3.1.6 If Contractor utilizes subcontractors, then ensure file includes written agreements with subcontractor.

3.1.7 Participate in Contract, cost per unit & Progress Report meetings as scheduled by Linn Co ECI staff.

3.1.8 Submit Proof of Insurance: a Certificate of Insurance listing Linn County Early Childhood Iowa as “other insured” or proof of self-insurance, with the signed contract.

3.1.9 Participate in state-wide centralized/coordinated intake process and keep contact information updated on the Iowa Family Support Network website.

3.1.10 Perform all checks as required pursuant to the Criminal history and Child abuse record checks procedure set forth in Iowa Code. Direct service family support professionals and supervisors who join the Program after the contract begins may not provide any services for the Provider pursuant to the Contract before the requisite criminal and background checks have been completed unless they are accompanied by other staff that has completed acceptable checks.

3.1.11 Annually provide to the Linn County ECI office proof of Contractor’s financial review or audit conducted by an external qualified entity.

3.1.12 Cost Allocation: Contractor must appropriately assign costs across funding sources. This could include personnel time logs if staff is funded by more than 1 source.
3.1.13 **Quality:** Earn the Iowa Family Support Credential (IFSC) specifically for the NPP Long Term program in no more than 3-year fiscal time span + the 1-year extension granted Statewide (FY 21-25). Provide regular update on progress to Linn County ECI Office.

3.1.14 May offer Family Support Supervisor Certification, for relevant staff, thru U of I National Resource Center for Family Centered Practice. [https://clas.uiowa.edu/nrcfcp/training-schedule-and-registration](https://clas.uiowa.edu/nrcfcp/training-schedule-and-registration)

3.1.15 Family Support Professionals who provide direct services to families as part of their ECI funded duties, will satisfactorily pass the National Certification Exam – Iowa, within one year of employment start date. For specifics visit the implementation guidelines located on the Iowa Public Health Department website: [https://www.idph.iowa.gov/Portals/1/userfiles/80/National%20Certification%20Exam%20Implementation%20Guide%20Iowa%20-%2021.pdf](https://www.idph.iowa.gov/Portals/1/userfiles/80/National%20Certification%20Exam%20Implementation%20Guide%20Iowa%20-%2021.pdf)

3.1.16 ECI Home Visitation services are prevention-based and shall not serve active DHS involved families if the child has been removed from the home. It is possible to serve families where a DHS child abuse assessor determines formal involvement with child welfare system is not necessary (differential response) or when a formal case is closed.

3.1.17 Ensure in-home visitation and family support materials are culturally responsive.

3.1.18 Ensure program and client compliance with content in current state ECI Family Support & Parent Education Tool FF @ [https://earlychildhood.iowa.gov/toolkit-tools](https://earlychildhood.iowa.gov/toolkit-tools).

3.1.19 Plan for technology upgrades at regular intervals. Technology includes software, hardware, and connectivity plans. Ensure items are properly secured and maintained.

3.1.20 Notify Linn County ECI when an evaluation (on-site or virtual) is scheduled by an external entity related to the program’s status of meeting a quality standard.

3.1.21 **Operational:**

a) Provide in-home services with a family stability focus to improve economic self-sufficiency, safe housing, concrete community connections, and completion of family goals.

b) Provide Service Coordination that goes beyond making referrals to include purposeful integration between relevant community resources. Involvement with My Care Community is strongly encouraged.

c) Identify and implement a quantifiable Risk Assessment tool to establish dosage and discharge criterion.

d) Provide parental knowledge and skills in child development, parent-child attachments using NPP curriculum.

e) **Target Audience:** Focus will be on families that have children at-risk for neglect and abuse, limited-English proficiency families, and/or families with identified mental health needs, that have child prenatal thru age five. ECI home visitation services are prevention based- see 3.1.15. 75% of families must meet state required criterion in Tool FF.

f) **Staffing:** Provide at least the # of hours of direct staff time as per approved budget. Minimum education requirement for Program Supervisor/Coordinator is Bachelors in Human Services or related field with experience and for Family Support Worker a Bachelor or Master in Human Services or related field or Associate in Human Services with experience.

g) **Dosage/Intensity:** Provide visit twice per month, over a period of at least 1-year. Intent is that visits are to be at least 60 minutes and include parent-child interaction as consistent with model implemented. Alternative location or use of video conferencing technology may be used if there is a safety concern in the home. The use of telephone talk or text to communicate with the family can supplement services but is not treated as a home visit.

h) **Hours of Operation:** Services to be provided Mon-Fridays, 9:00 am-7:30 pm, or by special arrangement. Coordinator contacts client within five (5) business days of service request to assess eligibility and gather relevant information on family concerns. The intent is for the first home visit to occur within fourteen business days of contact.

i) **Developmental Screen:** All age eligible children enrolled shall be screened for developmental progress using the Ages and Stages Questionnaire 3rd edition. Screening may be completed by parents, another provider or the home visiting program staff. Ask 100% of families if child has
received a hearing, vision, and dental screen. Provide referrals for additional services as needed. ASQ-3 screening results shall be entered into DAISEY.

j) **DAISEY:** Participate in state administered internet-based data collection system (e.g. DAISEY) using Life Skills Progression (LSP) family assessment, related trainings, and meet reporting deadlines.

k) Strive to ensure that families are not dually enrolled in another state funded family support program that unnecessarily duplicates services.

l) Ensure staff has access to required Nurturing Parenting Program training.

m) If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

### 3.2 Output and Performance Measure Goals

#### State Performance Measure Goals

| 3.2.1 | # of unduplicated families enrolled in services: **25** |
| 3.2.2 | # of home (or approved COVID format) visits completed: **500** |
| 3.2.3 | % of staff that earn the Family Support Direct Service Professional National Certificate by the state deadline (YE): **100%** |
| 3.2.4 | % of age eligible children screened with ASQ-3 for developmental delays and had their results reported into DAISEY: **90%** |
| 3.2.5 | % of newly enrolled families (after July 1) that meet one or more of ECI eligibility criteria: **80%**  
  a. HH Income at or below 200% Federal Poverty Level  
  b. Parent with high school diploma or less  
  c. Children (0-5 yrs) with IFSP or IEP |
| 3.2.6 | Of families that complete both a Pre and Post LSP family assessment:  
  * **75%** Improve/maintain healthy functioning, problem solving and communication.  
  * **75%** Increase or maintain social supports.  
  * **75%** Are connected to additional concrete supports.  
  * **75%** Increase their knowledge about child development and parenting.  
  * **75%** Improve nurturing and attachment with their children. |
| 3.2.7 | Report on all State Performance Measures (Tool P). |

#### Local Data

| 3.2.8 | Report on local measures identified in Progress Report. |

### 3.3 Monitor and Review Clause

#### 3.3.1 Progress Report Requirements

The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Contractor shall submit quarterly data on the format required by DAISEY. Complete and submit a full year annual report in a format as directed per DAISEY and LCECI staff. Quarterly Reports to Linn County ECI due dates are:

- **Oct 15th, Jan 15th, April 15th, and July 19th** for **4th Qtr/Year End**.

Deadline to submit required quarterly data to **DAISEY** is:

- **15th** of the month following end of each quarter

#### 3.3.2 The Board and/or appointed Committee will monitor the performance of the Contractor quarterly to ensure compliance with Section 3. A Contract Compliance Review will occur as per Policy 9.4 in the ECI Board Policy and Procedure Manual. The Contractor shall meet with the Board or Early Childhood Iowa staff, participate in Contract Compliance Reviews, and make files available for review upon request.

### 3.4 Fiscal Requirements

#### Claims

Board will provide funds on a reimbursement basis.
Contractor will submit a claim form packet to the Fiscal Agent monthly when services are provided using the forms provided by the Early Childhood Iowa Staff.

- Claims must be submitted by the 12th of the month following the end of the month for which the request is being made. Monthly claims submitted after this date will result in delay of payment.

The State fiscal year ends June 30th and all claims for expenses incurred in the contract period must be submitted no later than July 20th. Reimbursement requests submitted more than 20 days after the end of the state fiscal year (June 30th) or the contract period will be denied. The Board Chair or Treasurer will have the ability to issue a waiver for unforeseen extenuating circumstances.

Expenses can only be submitted for services provided or products delivered on site by the June 30th end date of the fiscal year. Contractor must return ECI funds for expenditures that are not allowed.

**DOCUMENTATION REQUIREMENTS**

Since the Contractor is the recipient of State funds, documentation supporting the request must be provided monthly with the Claim form.

- Contractor will abide by requirements of Series 600 document.
- Proration of expenses is not allowed without prior approval.
- Mileage for staff commute to the program is not allowed.
- Payment for expenses incurred or items received outside of the contract period is prohibited.

**Budget Revisions**

Changes to the Contract budget must be communicated to the Board staff using the approved Budget Revision form during the identified Open Window timeline (Linn County ECI Policy 5.4) and is subject to approval. Prompt notification of personnel changes to Board staff is expected.

**Cost Allocation**

Contractor must appropriately assign costs across funding sources it receives and provide proof of this allocation. The Linn County Early Childhood Iowa Board retains the option to require the Contractor to complete personnel activity reports (time studies) upon request.

**Property and Equipment**

Contractor is prohibited from using ECI funds to purchase real property that is subject to taxes. For equipment purchased using ECI funds the contractor must follow federal guidelines for the purchase and usage. Equipment expenses over $5,000 must be listed on Contractor inventory and tracked.

Equipment includes larger goods that are not expended over the course of time, such as computers, printers, furniture, file drawers, etc. Equipment can be purchased with ECI funds as long as it is included in the approved budget and is essential to providing the contracted services. It is expected that the Contractor and/or the agency housing the equipment will maintain adequate insurance to cover the equipment in case of loss, theft, or damage. All equipment shall have a label identifying ECI as the funding source for the equipment. If the contract is not renewed or terminated, then possession of the equipment purchased shall revert to the ECI Board.

### 3.5  Non-Exclusive Rights.

This Contract is not exclusive. The Board reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

**SECTION 4. COMPENSATION.**

**4.1 Pricing.**

The Contractor will be paid for actual expenses in support of the approved Deliverables noted in their Bid Proposal and Section 3.0, not to exceed $98,192 in School Ready General.

Compensation amount may be amended through a separate contract action as warranted. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other
payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under 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.

4.2 Payment Clause.
Reimbursement of expenses will be commensurate with Contractor’s ability to meet the Deliverables and Performance Measures. Failure to meet items in Section 3.0 may result in a financial penalty to the Contractor to be determined by the Board.

Failure by the Contractor to collect and report the Required State data, and whose failure then results in a financial loss to the Board, will be required to pay back a commensurate amount of funding to the Board.

4.3 Delay of Payment Due to Contractor’s Failure.
If the Board in good faith determines that the Contractor has failed to perform or deliver any service or product or report as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Board may withhold that portion of the Contractor’s compensation, which represents payment for service or product that was not performed or delivered.

SECTION 5. TERMINATION.

5.1 Immediate Termination by the Board.
The Board may terminate this Contract for any of the following reasons effective immediately without advance notice:

5.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

5.1.2 The Board determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client’s life, health or safety to be jeopardized;

5.1.3 The Contractor fails to comply with confidentiality laws or provisions;

5.1.4 The Contractor furnished any statement, representation or certification in connection with this Contract which is materially false, deceptive, incorrect or incomplete.

5.2 Termination for Cause.
The occurrence of any one or more of the following events shall constitute cause for the Board to declare the Contractor in default of its obligations under this Contract.

5.2.1 The Contractor fails to perform, to the Board’s satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

5.2.2 The Board determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

5.2.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

5.2.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Board reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

5.2.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract; or

5.2.6 The Contractor has engaged in conduct that has or may expose the State or the Board to liability, as determined in the Board’s sole discretion.

5.2.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.
5.2.8 The Contractor fails to comply with any provision of Iowa Code chapter 8F.

5.3 **Notice of Default.**

If there is a default event caused by the Contractor, the Board shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Board’s written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the Board may either:

5.3.1 Immediately terminate the Contract without additional written notice; or,

5.3.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

5.4 **Termination Upon Notice.**

Following 15 days’ written notice, the Board may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Board up to and including the date of termination.

5.5 **Termination Due to Lack of Funds or Change in Law.**

The Board shall have the right to terminate this Contract without penalty by giving fifteen (15) days’ written notice to the Contractor as a result of any of the following:

5.5.1 Adequate funds are not appropriated or granted to allow the Board to operate as required and to fulfill its obligations under this Contract;

5.5.2 Funds are de-appropriated or not allocated or if funds needed by the Board, at the Board’s sole discretion, are insufficient for any reason;

5.5.3 The Board’s authorization to operate is withdrawn or there is a material alteration in the programs administered by the Board;

5.5.4 The Board’s duties are substantially modified.

5.6 **Remedies of the Contractor in Event of Termination by the Board.**

In the event of termination of this Contract for any reason by the Board, the Board shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which the Board is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor’s claim. This provision in no way limits the remedies available to the Board under this Contract in the event of termination. However, the Board shall not be liable for any of the following costs:

5.6.1 The payment of unemployment compensation to the Contractor’s employees;

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

5.6.3 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;

5.6.4 Any taxes that may be owed by the Contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.7 **The Contractor’s Termination or Non-Renewal Duties.**

The Contractor upon receipt of notice of termination or upon request of the Board, shall:

5.7.1 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 date of notice of termination/non-renewal, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the Board may require.

5.7.2 Immediately cease using and return to the Board any personal or intellectual property, supplies, materials, whether tangible or intangible, provided by the Board or through Board funds, to the Contractor.

5.7.3 Comply with the Board’s instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.
5.7.4 Cooperate in good faith with the Board, its employees, agents, and contractors during the transition period between the notification of termination/non-renewal and the substitution of any replacement contractor.

5.7.5 Immediately return to the Board any payments made by the Board for services that were not rendered by the Contractor.

5.8 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 Board will not have any obligations with respect thereto.

SECTION 6. CONFIDENTIAL INFORMATION.
No Dissemination of Confidential Data.
No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Board, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Board. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Board.

SECTION 7. INDEMNIFICATION.
7.1 By the Contractor.
The Contractor agrees to indemnify and hold harmless the Board, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including the costs and expenses and reasonable attorneys’ fees of other counsel required to defend the Board, related to or arising from:

7.1.1 Any breach of this Contract;
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;
7.1.3 The Contractor’s performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;
7.1.4 Any failure by the Contractor to comply with the compliance with the Law provision of this Contract;
7.1.5 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;
7.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
7.1.7 Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

7.2 Survives Termination.
Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 8. INSURANCE.
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 and any extensions or renewals. The Contractor’s insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor’s performance of this Contract regardless of the date the claim is filed or expiration of the policy.

- Contractor must provide current proof of insurance, listing Linn County Early Childhood Iowa Board as an “Other Insured” with the signed contract.

SECTION 9. INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT.
Ownership of Work Product.
The Board shall own all work products developed or furnished in connection with the Contract by the Contractor or any subcontractor (the “Work Product”). All applicable rights to patents, copyrights, trademarks, trade secrets and other property rights in the Work Product shall be the property of the Board.

SECTION 10. CONTRACT ADMINISTRATION.

10.1 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 of Iowa or any agency, division or Board of the state. Neither the Contractor nor its employees shall be considered employees of the Board or the State of Iowa for federal or state tax purposes. The Board will not withhold taxes on behalf of the Contractor (unless required by law).

10.2 Incorporation of Documents.
The RFP, RFP amendments and written responses to bidders’ questions (collectively RFP) and the Contractor’s Proposal submitted in response to the RFP, form the Contract between the Contractor and the Board and are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and Proposal unless the Contract specifically directs otherwise.

10.3 Compliance with the Law.
The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The Contractor may be required to provide a copy of its affirmative action plan, containing goals and time specifications. Failure to comply with this provision may cause this contract to be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule. The Contractor, its employees, agents, and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

10.4 Amendments.
This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

10.5 Use of Third Parties.
The Board 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 Board in writing of all subcontracts relating to services to be performed under this contract prior to the time the subcontract(s) become effective. The Board 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 services performed 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 Board shall have the right to request the removal of a subcontractor from the Contract for good cause.
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, and for any default of activities and obligations.

10.6 Authorization.
Each party to this Contract represents and warrants to the other parties that:

10.6.1 It has the right, power & authority to enter into & perform obligations under this Contract.

10.6.2 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.
10.7 Record Retention and Access.

The Contractor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the Board throughout the term of this Contract for a period of at least five (5) years following the date of final payment or completion of any required audit. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State 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 Board reserves the right to address the board or other managing entity regarding performance and expenditures. Based on the audit findings, the Board reserves the right to address the board or other managing entity regarding performance and expenditures.

The Contractor shall ensure confidential client information is maintained in a secure environment accessible to only persons with authorization to view that material. Contractor shall have and implement a policy regarding the disposal of records at the end of the required retention period.

10.8 Suspensions and Debarment.

The Contractor certifies pursuant to 2 CFR 180 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Board or agency.

10.9 Lobbying Restrictions.

The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

10.10 Tobacco Smoke Prohibited/Pro-Children Act.

10.10.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. 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 WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

10.10.2 The Contractor certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

10.11 Conflict of Interest.

No relationship exists or will exist during the contract period between the Contractor and the Board that is a conflict of interest.
10.12 **Audits.**

In accordance with Board Policy an audit or financial review of the Contractor, conducted by an independent agency, is required. A copy of the Contractor audit or financial review must be submitted to the Linn Co Early Childhood Iowa office annually.

10.13 **Drug Free Workplace.**

The Contractor shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

10.14 **Right to Address the Board of Directors or Other Managing Entity.**

The Board reserves the right to address the board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue as appropriate. The Board determines appropriateness.

10.15 **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 Board 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.

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**Section 11. CONTRACT EXECUTION.**

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

<table>
<thead>
<tr>
<th>Contractor: Linn County Board of Supervisors for the NPP Long Term Home Visitation</th>
<th>Board: Linn County Early Childhood Iowa</th>
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<tr>
<td>Signature of Authorized Representative:</td>
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<td>Certificate of Insurance attached</td>
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This Contract is between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of LCCS Child Development Center for Early Care and Education Supportive Services. Intent is to increase access to extended day and year high-quality Wraparound Care, for 3–5-year-olds from eligible Linn County families, through financial support of provider expenses to support child development and family stability.

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Linn County Early Childhood Iowa Board (“Board”) is authorized to enter into this Contract. The Board’s address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.

   Contact Person: ECI Coordinator   Phone: 319-892-5729

1.2 Linn County Board of Supervisors (“Contractor”), on behalf of Linn County Child Development Center is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor’s address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.

   Designated Contact Person: Gloria Witzberger  Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT

The term of this Contract shall be July 1, 2023 through June 30, 2024 unless terminated earlier in accordance with the Termination section of this Contract.

The Board can renew the contract for an additional one-year term pending acceptable program results, program adherence to State and Linn County ECI Board requirements, community needs, and available funding.

SECTION 3. SCOPE OF SERVICES.

3.1 Deliverables:

The Contractor shall provide the following services as an independent Contractor. Duties shall include, but not be limited, to the following:

3.1.1 Submit completed ECI claim form to the ECI fiscal agent by the deadline established in this contract and with required documentation.

3.1.2 Ensure fiscal separation of duties re: who prepares the claim and who signs the claim prior to submittal.

3.1.3 Collect State and local required Output, Quality/Efficiency and Outcome Measures, and submit on required form, by deadlines established in this contract.

3.1.4 Ensure Linn County Early Childhood Iowa support is noted on program materials, flyers and informational items. Use of current ECI logo is required.

3.1.5 Allow on-site program, file and fiscal monitoring and review activities by authorized Early Childhood Iowa staff or Board member and participate in Board presentations as requested.

3.1.6 If Contractor utilizes subcontractors, then ensure file includes written agreements with subcontractor.

3.1.7 Maintain NAEYC accreditation and obtain IQ4K rating. Maintain DHS License requirements. Provide proof of the Quality Standard met or License upon request.

3.1.8 Ensure clients meet child age (3-5 five years at time of enrollment) and family income (< 185% of Fed Poverty Level) eligibility requirements and targeted toward families working or enrolled in school/training which necessitates the need for child care.

3.1.9 Ensure that the Linn County ECI funds do not supplant other eligible State and Federal funds for this type of care.

3.1.10 Participate in Contract, discussion of Scholarship options and Progress Report meetings as scheduled by Linn County ECI staff.

3.1.11 Submit a Certificate of Insurance listing Linn County Early Childhood Iowa as “other insured” with the signed contract, unless self-insured by Linn County.

3.1.12 Annually provide to the Linn County ECI office proof of Contractor’s financial review or audit conducted by an external qualified entity.

3.1.13 Perform Criminal history and Child abuse record check process on personnel and volunteers that serve children in this program.
3.1.14 Cost Allocation: Contractor must appropriately assign costs across the funding sources it receives and provide proof upon request.

3.1.15 Ensure classroom and parent communication materials are culturally responsive.

3.1.16 Abide by the restrictions in the most current version of Tool G re: eligible use of State Early Childhood funds. Per Tool G – EC $ do not directly support Core programs.

3.1.17 Notify Linn County ECI when an evaluation (on-site or virtual) is scheduled by an external entity related to the program’s status of meeting a quality standard.

3.1.18 Operational:
   a) Provide free or low-cost slots or scholarships for At-Risk families in order to primarily increase access to Affordable Quality Full-Day Full-Year care.
   b) Remove identified barriers so children from At-Risk families can attend Affordable Quality early learning environments (e.g. provide transportation, interpreter/translator, serve special needs, etc.).
   c) Provide up to 244 days of full-day, full year high quality child care. Extended day is average of eleven (11) hours per day, Mon-Friday using combination of funding sources. Wraparound hours are typically, 12:30-5:30 pm.
   d) Wraparound services are provided at the Linn County Child Development Center.
   e) Use EC $ to support Assistant Teachers or Lead EC Teacher time at the levels documented in the approved budget. Lead Teacher must have a BA in Early Childhood Education and current “Pre-K” Teaching license. Assistant Teacher must have either a Child Development Associate credential or AA degree in Early Education.
   f) Provide nutritious breakfast, lunch, and snack to children per CACFP guidelines.
   g) Utilize an evidence-based curriculum and assessment. Regularly assess and report if children are demonstrating age-appropriate skills.
   h) Coordinate access to health and developmental screenings and collect data on referrals for additional services.
   i) Provide at least one (1) parent/teacher conference or home visit per family.
   j) Ensure child attendance policy is in place, implemented, monitored, and followed.
   k) Collect and report required child and family demographic data.
   l) Monitor and document child and family eligibility for DHS Child Care Assistance.
   m) Report on Quality Measure obtained at Center.
   n) If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 Output and Performance Measure Goals

State Performance Measure Goals

3.2.1 # of unduplicated children ages 3-5 in high quality extended day and year childcare: 10
3.2.2 % of children screened with ASQ-3: 100%
3.2.3 % of children screened with ASQ:SE: 100%
3.2.4 % of children screened with ASQ:3 and referred for follow-up services/treatment: Report
3.2.5 % of children screened with ASQ:SE and referred for follow-up services/treatment: Report
3.2.6 % of children in ECI supported care will demonstrate age-appropriate skills as assessed by the ASQ-3: 80%
3.2.7 % of children demonstrating age-appropriate skills as assessed by the ASQ-SE: 100%
3.2.8 % of preschool programs with ECI children enrolled will have a rating of 3 or higher on the Iowa QRS or 1 or higher on IQ4K: 100%
3.2.9 Maintain a High-Quality Standard: Goal: Head Start and NAEYC Standards
3.2.10 Report on all State Performance Measures (Tool P).

Local Data

3.2.11 Report on local measures identified in Progress Report.
3.3 Monitor and Review Clause

3.3.1 Progress Report Requirements
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Contractor must appropriately assign costs across funding sources it receives and provide proof of this allocation. The Linn County Early Childhood Iowa Board retains the option to require the Contractor to complete personnel activity reports (time studies) upon request.

Property and Equipment
Contractor is prohibited from using ECI funds to purchase real property that is subject to taxes. For equipment purchased using ECI funds the contractor must follow federal guidelines for the purchase and usage. Equipment expenses over $5,000 must be listed on Contractor inventory and tracked.
Equipment includes larger goods that are not expended over the course of time, such as computers, printers, furniture, file drawers, etc. Equipment can be purchased with ECI funds as long as it is included in the approved budget and is essential to providing the contracted services. It is expected that the Contractor and/or the agency housing the equipment will maintain adequate insurance to cover the equipment in case of loss, theft, or damage. All equipment shall have a label identifying ECI as the funding source for the equipment. If the contract is not renewed or terminated, then possession of the equipment purchased shall revert to the ECI Board.

3.5 Non-Exclusive Rights.
This Contract is not exclusive. The Board reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

SECTION 4. COMPENSATION.

4.1 Pricing.
The Contractor will be paid for actual expenses in support of the approved Deliverables noted in their Bid Proposal and Section 3.0, **not to exceed $74,631 in Early Childhood**.

Compensation amount may be amended through a separate contract action as warranted. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under 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.

4.2 Payment Clause.
Reimbursement of expenses will be commensurate with Contractor’s ability to meet the Deliverables and Performance Measures. Failure to meet items in Section 3.0 may result in a financial penalty to the Contractor to be determined by the Board.

Failure by the Contractor to collect and report the Required State data, and whose failure then results in a financial loss to the Board, will be required to pay back a commensurate amount of funding to the Board.

4.3 Delay of Payment Due to Contractor’s Failure.
If the Board in good faith determines that the Contractor has failed to perform or deliver any service or product or report as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Board may withhold that portion of the Contractor’s compensation, which represents payment for service or product that was not performed or delivered.

SECTION 5. TERMINATION.

5.1 Immediate Termination by the Board.
The Board may terminate this Contract for any of the following reasons effective immediately without advance notice:

5.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

5.1.2 The Board determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client’s life, health or safety to be jeopardized;

5.1.3 The Contractor fails to comply with confidentiality laws or provisions;
5.1.4 The Contractor furnished any statement, representation or certification in connection with this Contract which is materially false, deceptive, incorrect or incomplete.

5.2 Termination for Cause.

The occurrence of any one or more of the following events shall constitute cause for the Board to declare the Contractor in default of its obligations under this Contract.

5.2.1 The Contractor fails to perform, to the Board’s satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

5.2.2 The Board determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

5.2.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

5.2.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Board reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

5.2.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract; or

5.2.6 The Contractor has engaged in conduct that has or may expose the State or the Board to liability, as determined in the Board’s sole discretion.

5.2.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

5.2.8 The Contractor fails to comply with any provision of Iowa Code chapter 8F.

5.3 Notice of Default.

If there is a default event caused by the Contractor, the Board shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Board’s written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the Board may either:

5.3.1 Immediately terminate the Contract without additional written notice; or,

5.3.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

5.4 Termination Upon Notice.

Following 15 days’ written notice, the Board may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Board up to and including the date of termination.

5.5 Termination Due to Lack of Funds or Change in Law.

The Board shall have the right to terminate this Contract without penalty by giving fifteen (15) days’ written notice to the Contractor as a result of any of the following:

5.5.1 Adequate funds are not appropriated or granted to allow the Board to operate as required and to fulfill its obligations under this Contract;

5.5.2 Funds are de-appropriated or not allocated or if funds needed by the Board, at the Board’s sole discretion, are insufficient for any reason;

5.5.3 The Board’s authorization to operate is withdrawn or there is a material alteration in the programs administered by the Board;

5.5.4 The Board’s duties are substantially modified.
5.6 Remedies of the Contractor in Event of Termination by the Board.
In the event of termination of this Contract for any reason by the Board, the Board shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which the Board is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor’s claim. This provision in no way limits the remedies available to the Board under this Contract in the event of termination. However, the Board shall not be liable for any of the following costs:
5.6.1 The payment of unemployment compensation to the Contractor’s employees;
5.6.2 The payment of workers’ compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
5.6.3 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;
5.6.4 Any taxes that may be owed by the Contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.7 The Contractor’s Termination or Non-Renewal Duties.
The Contractor upon receipt of notice of termination or upon request of the Board, shall:
5.7.1 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 date of notice of termination/non-renewal, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the Board may require.
5.7.2 Immediately cease using and return to the Board any personal or intellectual property, supplies, materials, whether tangible or intangible, provided by the Board or through Board funds, to the Contractor.
5.7.3 Comply with the Board’s instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.
5.7.4 Cooperate in good faith with the Board, its employees, agents, and contractors during the transition period between the notification of termination/non-renewal and the substitution of any replacement contractor.
5.7.5 Immediately return to the Board any payments made by the Board for services that were not rendered by the Contractor.

5.8 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 Board will not have any obligations with respect thereto.

SECTION 6. CONFIDENTIAL INFORMATION.
No Dissemination of Confidential Data.
No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Board, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Board. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Board.
SECTION 7. **INDEMNIFICATION.**

7.1 **By the Contractor.**

The Contractor agrees to indemnify and hold harmless the Board, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including the costs and expenses and reasonable attorneys’ fees of other counsel required to defend the Board, related to or arising from:

7.1.1 Any breach of this Contract;

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;

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

7.1.4 Any failure by the Contractor to comply with the compliance with the Law provision of this Contract;

7.1.5 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;

7.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

7.1.7 Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

7.2 **Survives Termination.**

Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 8. **INSURANCE.**

**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 and any extensions or renewals. The Contractor’s insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor’s performance of this Contract regardless of the date the claim is filed or expiration of the policy.

- Contractor must provide current proof of insurance, listing Linn County Early Childhood Iowa Board as an “Other Insured” with the signed contract.

SECTION 9. **INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT.**

**Ownership of Work Product.**

The Board shall own all work products developed or furnished in connection with the Contract by the Contractor or any subcontractor (the “Work Product”). All applicable rights to patents, copyrights, trademarks, trade secrets and other property rights in the Work Product shall be the property of the Board.

SECTION 10. **CONTRACT ADMINISTRATION.**

10.1 **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 of Iowa or any agency, division or Board of the state. Neither the Contractor nor its employees shall be considered employees of the Board or the State of Iowa for federal or state tax purposes. The Board will not withhold taxes on behalf of the Contractor (unless required by law).

10.2 **Incorporation of Documents.**

The RFP, RFP amendments and written responses to bidders’ questions (collectively RFP) and the Contractor’s Proposal submitted in response to the RFP, form the Contract between the Contractor
and the Board and are incorporated herein by reference. The parties are obligated to perform all
services described in the RFP and Proposal unless the Contract specifically directs otherwise.

10.3 Compliance with the Law.
The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal,
state, and local laws, rules, ordinances, regulations, and orders when performing the services under
this Contract, including without limitation, all laws that pertain to the prevention of discrimination in
employment, equal employment opportunity and affirmative action, and the use of targeted small
businesses as subcontractors or suppliers. The Contractor may be required to provide a copy of its
affirmative action plan, containing goals and time specifications. Failure to comply with this provision
may cause this contract to be cancelled, terminated, or suspended in whole or in part and the
Contractor may be declared ineligible for future state contracts or be subject to other sanctions as
provided by law or rule. The Contractor, its employees, agents, and subcontractors shall also comply
with all federal, state and local laws regarding business permits and licenses that may be required to
carry out the work performed under this Contract.

10.4 Amendments.
This Contract may be amended in writing from time to time by mutual consent of the parties. All
amendments to this Contract must be in writing and fully executed by the parties.

10.5 Use of Third Parties.
The Board 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 Board in writing
of all subcontracts relating to services to be performed under this contract prior to the time the
subcontract(s) become effective. The Board 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 services performed 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 Board shall have the right
to request the removal of a subcontractor from the Contract for good cause.

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, and for any default of activities and obligations.

10.6 Authorization.
Each party to this Contract represents and warrants to the other parties that:

10.6.1 It has the right, power & authority to enter into & perform obligations under this Contract.
10.6.2 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.

10.7 Record Retention and Access.
The Contractor shall maintain books, records, and documents which sufficiently and properly
document and calculate all charges billed to the Board throughout the term of this Contract for a
period of at least five (5) years following the date of final payment or completion of any required audit.
Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the
State 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 Board reserves
the right to address the board or other managing entity regarding performance and expenditures. Based on the audit findings, the Board reserves the right to address the board or other managing entity regarding performance and expenditures.

The Contractor shall ensure confidential client information is maintained in a secure environment accessible to only persons with authorization to view that material. Contractor shall have and implement a policy regarding the disposal of records at the end of the required retention period.

10.8 Suspensions and Debarment.
The Contractor certifies pursuant to 2 CFR 180 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Board or agency.

10.9 Lobbying Restrictions.
The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

10.10 Tobacco Smoke Prohibited/Pro-Children Act.

10.10.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. 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 WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

10.10.2 The Contractor certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

10.11 Conflict of Interest.
No relationship exists or will exist during the contract period between the Contractor and the Board that is a conflict of interest.

10.12 Audits.
In accordance with Board Policy an audit or financial review of the Contractor, conducted by an independent agency, is required. A copy of the Contractor audit or financial review must be submitted to the Linn Co Early Childhood Iowa office annually.

10.13 Drug Free Work Place.
The Contractor shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.
10.14 Right to Address the Board of Directors or Other Managing Entity.

The Board reserves the right to address the board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue as appropriate. The Board determines appropriateness.

10.15 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 Board 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.

Section 11. CONTRACT EXECUTION.

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

<table>
<thead>
<tr>
<th>Contractor: Linn County Board of Supervisors for the Linn County Child Development Center</th>
<th>Board: Linn County Early Childhood Iowa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Signature of Authorized Representative:</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Chair</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Federal Tax Id #:</td>
<td></td>
</tr>
<tr>
<td>Certificate of Insurance attached □</td>
<td></td>
</tr>
</tbody>
</table>
MAINTENANCE RENEWAL QUOTE

OMNIA Certified Quote #: R200401-IA-275502

MA Renewal
Linn County Community Service Dept. - C2939_10

LINN COUNTY COMMUNITY SERVICES DEPARTMENT
1240 28th Avenue Ct SW
Cedar Rapids, IA 52404

Quote #: Q-16618

Prepared for:
Steve Nunemaker
Assistant Facilities Manager
LINN COUNTY FACILITIES
Quote Document Date: 05/16/23

Prepared by:
Shey R Bauer, C.E.M.
Regional Service Sales Representative
Phone: (563) 777-0841 Mobile:
E-mail: shey.bauer@daikinapplied.com
Daikin Applied Americas, Inc.
**Scope of Services**

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building’s system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Provide four (4) inspections annually per the Equipment Schedule and Tasking List(s) herein.

**Program Overview**

The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

**Emergency Coverage:** Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.

**Duration:**

This agreement shall remain in effect for an initial term of 1 year(s) beginning on July 01, 2023 (the “Effective Date”) and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each year beginning on July 01, 2023 (the Effective Date) of this agreement, Daikin will provide an invoice in the amount of $2,940.00 and will be due upon receipt.

This Agreement is subject to Customer’s acceptance of the attached Daikin Applied Terms and Conditions.

**Emergency Service Response**

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer’s request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

**Equipment Repair**

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company’s published labor rate for the service area.
Standard Inclusions:
The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:
- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
## Equipment Schedule

<table>
<thead>
<tr>
<th>Program</th>
<th>Manufacturer/Model/Serial</th>
<th>Site</th>
<th>Annual</th>
<th>Operational</th>
<th>Start-up</th>
<th>Shut-down</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspection Not Included</td>
<td>Daikin WMC250D-E866674010 STNU100900039</td>
<td>LINN COUNTY COMMUNITY SERVICES DEPARTMENT</td>
<td>1.00</td>
<td>3.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:
Investment required to implement the proposed solution

$2,940.00 (Two Thousand, Nine Hundred Forty dollars and Zero cents)

*Price does not include applicable sales tax

Quote, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611) shall govern this Quote and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied’s final credit approval.

Billing/Payment Terms*:
*All billings are due immediately upon Receipt

Contract customers receive the following discounts on time and material not covered under this contract:

Labor: 10% Off Street Rate

Parts & Materials: 10% Parts (does not include refrigerant or subcontractors).

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Steve Nunemaker
LINN COUNTY FACILITIES
935 2nd St SW
Cedar Rapids, Iowa 52404

Site Address:
LINN COUNTY COMMUNITY SERVICES
DEPARTMENT
1240 26th Avenue Ct SW
Cedar Rapids, IA 52404

Accepted by:

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

Approved by:

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Title)

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.
Inspection Program Responsibilities

1. **Daikin Applied agrees to:**
   a) Furnish its inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
   b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
   c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. **Customer agrees to:**
   a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
   b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
   c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
   d) Provide reasonable means of access to the Equipment and building.
   e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. **It is understood that,** except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:
   a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
   b) The maintenance of space conditions or system performance.
   c) The changing or cleaning of air filters.
   d) Piping or ductwork.
   e) Damage due to freezing weather.
   g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
   h) Disconnect switches, fuses and circuit breakers.
   i) Portable recorders
   j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
   k) Boiler shell, tubes, and refractory material.
   l) Replacement of complete unit.
   m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.
**Activities Section & Tasking List**

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

<table>
<thead>
<tr>
<th>Model/Manufacturing/Serial Numbers</th>
<th>Equipment Type</th>
<th>Service Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>WMC250D</td>
<td>Magnetic Bearing</td>
<td><strong>Annual Inspection:</strong> (1)</td>
</tr>
<tr>
<td>E86654010</td>
<td>Centrifugal Chilling</td>
<td></td>
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<tr>
<td>STNU10090039</td>
<td>Chillers</td>
<td>• Check in with facility maintenance manager to discuss any operating issues or</td>
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<tr>
<td></td>
<td></td>
<td>deficiencies.</td>
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<td>• Check unit for proper operation, interlocks, controls, and excessive noise or</td>
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<td></td>
<td></td>
<td>vibration.</td>
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<td>• Tighten all starter, motor, and control connections.</td>
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<td>• Visually inspect condition of starter contacts and overloads for wear, pitting,</td>
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<td></td>
<td></td>
<td>and any signs of overheating.</td>
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<td>• Check thermal flow switches.</td>
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<td></td>
<td>• Test for refrigerant leaks including relief valve piping outlets.</td>
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<td></td>
<td></td>
<td>• Inspect water piping and valves for leakage; check condition of unit and pipe</td>
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<td></td>
<td></td>
<td>insulation.</td>
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<td></td>
<td></td>
<td>• Check areas for proper dielectric grease on applicable terminals. *</td>
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<td></td>
<td></td>
<td>• Check vane control operation.</td>
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<tr>
<td></td>
<td></td>
<td>• Check Electronic Expansion Valve operation.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• MicroTech E check, log, last fault analysis, and analyze performance.</td>
</tr>
<tr>
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<td></td>
<td>• Complete operating log of temperatures, pressures, voltages, amperages, and</td>
</tr>
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<td></td>
<td></td>
<td>review all readings. Include chiller starts and run times. *</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Inspect vibration eliminators and pads. *</td>
</tr>
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<td></td>
<td></td>
<td>• Blow down strainer and clean screen.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Check control operation for tower fans and bypass valve. *</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Review operating procedures with chiller operator.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Review services performed and report any uncorrected deficiencies to facility</td>
</tr>
<tr>
<td></td>
<td></td>
<td>maintenance manager.*</td>
</tr>
</tbody>
</table>

| WMC250D                           | Magnetic Bearing      | **Operational Inspection:** (3)                                               |
| E866674010                         | Centrifugal Chilling  |
| STNU10090039                       | Chiller              |
|                                   |                       | • Check in with facility maintenance manager to discuss any operating issues or |
|                                   |                       | deficiencies.                                                                |
|                                   |                       | • Check unit for proper operation, interlocks, controls, and excessive noise or |
|                                   |                       | vibration.                                                                  |
|                                   |                       | • Visually inspect condition of starter contacts and overloads for wear, pitting, |
|                                   |                       | and any signs of overheating.                                                |
|                                   |                       | • Review owner's log for trends.                                             |
|                                   |                       | • Visually inspect units, piping, and accessories for any signs refrigerant   |
|                                   |                       | leakage.                                                                     |
|                                   |                       | • Inspect water piping and valves for leakage; check condition of unit and pipe |
|                                   |                       | insulation.                                                                  |
|                                   |                       | • Visually inspect power panels and control panel.                          |
|                                   |                       | • Complete operating log of temperatures, pressures, voltages, amperages, and |
|                                   |                       | review all readings. Include chiller starts and run times. *                 |
|                                   |                       | • MicroTech E check, log, last fault analysis, and analyze performance.       |
|                                   |                       | • Review compressor event and fault logs.                                    |
|                                   |                       | • Review operating procedures with chiller operator.                          |
|                                   |                       | • Review services performed and report any uncorrected deficiencies to facility |
|                                   |                       | maintenance manager.                                                        |
MAINTENANCE RENEWAL QUOTE

OMNIA® PARTNERS

OMNIA Certified Quote #: R200401-IA-275436

MA Renewal - Dr. Percy and Lileah Harris - C05597_2

DR PERCY AND LILEAH HARRIS BUILDING
1030 6th ST SE
Cedar Rapids, IA 52401

Quote #: Q-16556

Prepared for:
Steve Nunemaker
Assistant Facilities Manager
LINN COUNTY FACILITIES
Quote Document Date: 05/19/23

Prepared by:
Shey R Bauer, C.E.M.
Regional Service Sales Representative
Phone: (563) 777-9841 Mobile
E-mail: shey.bauer@daikinapplied.com
Daikin Applied Americas, Inc.
**Scope of Services**

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building’s system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Provide inspections annually per the Equipment Schedule and Tasking List(s) herein.

**Program Overview**
The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

**Emergency Coverage:** Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.

**Duration:**
This agreement shall remain in effect for an initial term of 1 year(s) beginning on July 01, 2023 (the “Effective Date”) and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be in Advance as follows: on the first day of each year beginning on July 01, 2023 (the Effective Date) of this agreement, Daikin will provide an invoice in the amount of $4,716.00 and will be due upon receipt.

This Agreement is subject to Customer’s acceptance of the attached Daikin Applied Terms and Conditions.

**Emergency Service Response**
Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer’s request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

**Equipment Repair**
Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company’s published labor rate for the service area.
Standard Inclusions:
The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:
- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
## Equipment Schedule

<table>
<thead>
<tr>
<th>Program</th>
<th>Manufacturer/Model/Serial</th>
<th>Site</th>
<th>Annual</th>
<th>Operational</th>
<th>Start-up</th>
<th>Shut-down</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspection Not Included</td>
<td>Daikin WMC090DD STNU181000044</td>
<td>DR PERCY AND LILEAH HARRIS BUILDING</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Inspection Not Included</td>
<td>Daikin WMC090DD STNU181000042</td>
<td>DR PERCY AND LILEAH HARRIS BUILDING</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
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</table>
OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:
Investment required to implement the proposed solution

$4,716.00 (Four Thousand, Seven Hundred Sixteen dollars and Zero cents)
*Price does not include applicable sales tax
Quote, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c36611) shall govern this Quote and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*:
*All billings are due immediately upon Receipt
Contract customers receive the following discounts on time and material not covered under this contract:
Labor: 10% Off Street Rate
Parts & Materials: 10% Parts (does not include refrigerant or subcontractors).

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Steve Nunemaker  
LINN COUNTY FACILITIES  
935 2nd St SW  
Cedar Rapids, Iowa 52404

Site Address:  
DR PERCY AND LILEAH HARRIS BUILDING  
1020 6th St SE  
Cedar Rapids, IA 52401

Accepted by:

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

Approved by:

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Title)

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.
**Inspection Program Responsibilities**

1. **Daikin Applied agrees to:**
   a) Furnish its inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
   b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
   c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. **Customer agrees to:**
   a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
   b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
   c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
   d) Provide reasonable means of access to the Equipment and building.
   e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. **It is understood that,** except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:
   a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
   b) The maintenance of space conditions or system performance.
   c) The changing or cleaning of air filters.
   d) Piping or ductwork.
   e) Damage due to freezing weather.
   g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
   h) Disconnect switches, fuses and circuit breakers.
   i) Portable recorders.
   j) Complimentary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
   k) Boiler shell, tubes, and refractory material.
   l) Replacement of complete unit.
   m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.
# Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

<table>
<thead>
<tr>
<th>Model/Manufacturing/Serial Numbers</th>
<th>Equipment Type</th>
<th>Service Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>WMC036DD STNU181000044</td>
<td>Magnetic Bearing Centrifugal Chillers</td>
<td><strong>Annual Inspection:</strong> (1)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Check in with facility maintenance manager to discuss any operating issues or deficiencies.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Check unit for proper operation, interlocks, controls, and excessive noise or vibration.</td>
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<tr>
<td></td>
<td></td>
<td>• Tighten all starter, motor, and control connections.</td>
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<td></td>
<td>• Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.</td>
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<tr>
<td></td>
<td></td>
<td>• Check thermal flow switches.</td>
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<td></td>
<td>• Test for refrigerant leaks including relief valve piping outlets.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Inspect water piping and valves for leakage; check condition of unit and pipe insulation.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Check areas for proper dielectric grease on applicable terminals. *</td>
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<tr>
<td></td>
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<td>• Check vane control operation.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Check Electronic Expansion Valve operation.</td>
</tr>
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<td></td>
<td></td>
<td>• MicroTech E check, log, last fault analysis, and analyze performance.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. *</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Inspect vibration eliminators and pads. *</td>
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<td></td>
<td></td>
<td>• Blow down strainer and clean screen.</td>
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<td>• Check control operation for tower fans and bypass valve. *</td>
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<td></td>
<td></td>
<td>• Review operating procedures with chiller operator.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Review services performed and report any uncorrected deficiencies to facility maintenance manager.*</td>
</tr>
<tr>
<td>WMC036DD STNU181000044</td>
<td>Magnetic Bearing Centrifugal Chillers</td>
<td><strong>Operational Inspection:</strong> (3)</td>
</tr>
<tr>
<td>WMC036DD STNU181000042</td>
<td></td>
<td>• Check in with facility maintenance manager to discuss any operating issues or deficiencies.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Check unit for proper operation, interlocks, controls, and excessive noise or vibration.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Review owner's log for trends..</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Visually inspect units, piping, and accessories for any signs refrigerant leakage.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Inspect water piping and valves for leakage; check condition of unit and pipe insulation.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Visually inspect power panels and control panel.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. *</td>
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<td>• MicroTech E check, log, last fault analysis, and analyze performance.</td>
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<td></td>
<td></td>
<td>• Review compressor event and fault logs.</td>
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<tr>
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<td></td>
<td>• Review operating procedures with chiller operator.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Review services performed and report any uncorrected deficiencies to facility maintenance manager.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Perform seasonal start-up one time annually, per manufacturer's recommendations.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Perform seasonal shutdown one time annually, per manufacturer's recommendations.</td>
</tr>
</tbody>
</table>

**Note:**

• NOTE #1: Adequate water treatment by a qualified water treatment firm should be furnished for the equipment covered under this agreement.
MAINTENANCE RENEWAL QUOTE

OMNIA®
PARTNERS

OMNIA Certified Quote #: R200401-IA-275481

MA Renewal - Jean Oxley Public Service Center - C3928_9

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2nd St SW
Cedar Rapids, IA 52404

Quote #: Q-16906

Prepared for:
Steve Nunemaker
Assistant Facilities Manager
LINN COUNTY FACILITIES
Quote Document Date: 05/16/23

Prepared by:
Shey R Bauer, C.E.M.
Regional Sales Representative
Phone: (563) 777-5841 Mobile
E-mail: shey.bauer@dakinapplied.com
Daikin Applied Americas, Inc.
**Scope of Services**

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Provide four (4) inspections annually per the Equipment Schedule and Tasking List(s) herein.

**Program Overview**

The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

**Emergency Coverage:** Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.

**Duration:**

This agreement shall remain in effect for an initial term of 1 year(s) beginning on July 01, 2023 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each year beginning on July 01, 2023 (the Effective Date) of this agreement, Daikin will provide an invoice in the amount of $4,428.00 and will be due upon receipt.

This Agreement is subject to Customer’s acceptance of the attached Daikin Applied Terms and Conditions.

**Emergency Service Response**

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer’s request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

**Equipment Repair**

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company’s published labor rate for the service area.
**Standard Inclusions:**
The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

**Standard Exclusions:**
- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately

**Additional Clarifications, Exceptions, and Exclusions:**
Condenser tube cleaning performed by others.
## Equipment Schedule

<table>
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<tr>
<th>Program</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Inspection Not Included</td>
<td>Daikin WMC145D STNU110400056</td>
<td>JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER</td>
<td>1.00</td>
<td>3.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspection Not Included</td>
<td>Daikin WMC145D STNU110400038</td>
<td>JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER</td>
<td>1.00</td>
<td>3.00</td>
<td></td>
<td></td>
</tr>
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OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:
Investment required to implement the proposed solution

$4,428.00 (Four Thousand, Four Hundred Twenty Eight dollars and Zero cents)

*Price does not include applicable sales tax

Quote, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611) shall govern this Quote and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*

*All billings are due immediately upon Receipt

Contract customers receive the following discounts on time and material not covered under this contract:

Labor: 10% Off Street Rate

Parts & Materials: 10% Parts (does not include refrigerant or subcontractors)

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Steve Nunemaker
LINN COUNTY FACILITIES
935 2nd St SW
Cedar Rapids, Iowa 52404

Site Address:
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2nd St SW
Cedar Rapids, IA 52404

Accepted by:

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

Approved by:

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Title)

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.
Inspection Program Responsibilities

1. **Daikin Applied agrees to:**
   a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
   b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
   c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. **Customer agrees to:**
   a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
   b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
   c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
   d) Provide reasonable means of access to the Equipment and building.
   e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. **It is understood that,** except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:
   a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
   b) The maintenance of space conditions or system performance.
   c) The charging or cleaning of air filters.
   d) Piping or ductwork.
   e) Damage due to freezing weather.
   g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
   h) Disconnected switches, fuses and circuit breakers.
   i) Portable recorders
   j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
   k) Boiler shell, tubes, and refractory material.
   l) Replacement of complete unit.
   m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.
**Activities Section & Tasking List**

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

<table>
<thead>
<tr>
<th>Model/Manufacturing/Serial Numbers</th>
<th>Equipment Type</th>
<th>Service Task</th>
</tr>
</thead>
</table>
| WMC145D STNU110400056             | Magnetic Bearing Centrifugal Chiller | **Annual Inspection: (1)**  
  - Check in with facility maintenance manager to discuss any operating issues or deficiencies.  
  - Check unit for proper operation, interlocks, controls, and excessive noise or vibration.  
  - Tighten all starter, motor, and control connections.  
  - Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.  
  - Check thermal flow switches.  
  - Test for refrigerant leaks including relief valve piping outlets.  
  - Inspect water piping and valves for leakage; check condition of unit and pipe insulation.  
  - Check areas for proper dielectric grease on applicable terminals. *  
  - Check vane control operation.  
  - Check Electronic Expansion Valve operation.  
  - MicroTech E check, log, last fault analysis, and analyze performance.  
  - Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. *  
  - Inspect vibration eliminators and pads. *  
  - Blow down strainer and clean screen.  
  - Check control operation for tower fans and bypass valve. *  
  - Review operating procedures with chiller operator.  
  - Review services performed and report any uncorrected deficiencies to facility maintenance manager. |
| WMC145D STNU110400039             | Magnetic Bearing Centrifugal Chiller | **Operational Inspection: (3)**  
  - Check in with facility maintenance manager to discuss any operating issues or deficiencies.  
  - Check unit for proper operation, interlocks, controls, and excessive noise or vibration.  
  - Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.  
  - Review owner’s log for trends.  
  - Visually inspect units, piping, and accessories for any signs refrigerant leakage.  
  - Inspect water piping and valves for leakage; check condition of unit and pipe insulation.  
  - Visually inspect power panels and control panel.  
  - Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. *  
  - MicroTech E check, log, last fault analysis, and analyze performance.  
  - Review compressor event and fault logs.  
  - Review operating procedures with chiller operator.  
  - Review services performed and report any uncorrected deficiencies to facility maintenance manager. |
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made effective 7/1/2022-6/30/2023 by and between MH/DS of the East Central Region (hereinafter referred to as “ECR”) and MHAC of Linn County (hereinafter referred to as “Provider”).

WHEREAS, This MOU establishes an agreement between the Provider and ECR for the funding of expenditures for brain health and disability services within the guidelines provided.

NOW THEREFORE, the recipient and sufficiency of which are hereby acknowledged, the parties, intended to be legally bound, agree as follows:

1. **EFFECTIVE DATE & TERM.** This MOU shall be effective as of the date first mentioned above by the Provider and ECR. This MOU shall continue in force until terminated as set forth in Paragraph 4 below.

2. **ECR RESPONSIBILITIES.** ECR shall establish and maintain contract(s) with providers of the services listed in attachment A.

3. **PROVIDER RESPONSIBILITIES.** The Provider shall abide by the terms and conditions set forth in the ECR Management Plan and Policies and Procedures that have been developed.
   a. This includes, but is not limited to, the fee for service rates and any additional payments identified in attachment A.

4. **TERMINATION.** This MOU begins on the date first mentioned above and shall continue in force for the remainder of FY23. This MOU shall terminate upon either party giving the other party written notice of such termination with at least sixty (60) days' notice.

5. **AMENDMENT.** This MOU may be modified or amended at any time if the amendment is made in writing and is signed by both parties.

6. **SEVERABILITY.** If any provision of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

8. **COMPLIANCE WITH LAWS.** Each party agrees that it will comply with all applicable federal, state, county and local laws, ordinances, regulations, and codes in the performance of its obligations under this MOU.
9. **APPLICABLE LAW.** This MOU shall be governed by the laws of the state of Iowa.

**IN WITNESS WHEREOF,** the parties of executed this MOU effective as of the date first above written.

**MH/DS of the East Central Region**

By: ________________________________________

Print Name: ______________________________

Title: Chairman of the East Central Region

Date: ______________________________

**MHAC of Linn County**

By: ______________________________

Print Name: ______________________________

Title: ______________________________

Date: ______________________________
## ATTACHMENT A
MHAC of Linn County
DEFINITIONS AND RATES

<table>
<thead>
<tr>
<th>Chart of Account</th>
<th>Service Description</th>
<th>Unit of Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>32329</td>
<td>Unreimbursed crisis expenses</td>
<td>YRLY</td>
<td>MAX $124,506</td>
</tr>
</tbody>
</table>

**OTHER TERMS:**

ALL grant funds will need to be spent in **BY June 30th 2023**

Signature

__________________________

Signature

Dewey Hildebrandt
Printed Name
MH/DS of the East Central Region

Date _______________________

Printed Name
MHAC of Linn County

Date _______________________
INSTRUCTIONS FOR BILLING TO THE MHDS OF THE EAST CENTRAL REGION

Please ensure that all of the following are included on invoices sent to the Region. Name that matches the W-9 you submitted (if the name or address changes, please submit a new W-9)

- Mailing address
- Name and unique identifier of each individual served during the reporting period (if billed by person)
- COA code, and/or name of service(s) provided
- Total of the invoice—we match this total to the total in our system to ensure everything was entered correctly

For further questions, please contact Claims:

- Claims@ecriowa.us
- MH/DS of the East Central Region
  210 5th Ave NE
  Independence, IA 50644
- 319-334-7450

Thank you for providing these important services to the people of the East Central Region.
## Linn County Historic Preservation Commission
### FY24 Grant Program Funding Recommendations

<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>PROJECT TITLE</th>
<th>REC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brucemore</td>
<td>Restoring a Living Landmark: The Revitalization of Brucemore's Cultural Landscape</td>
<td>$ 4,000</td>
</tr>
<tr>
<td>Coggon Area Betterment Association</td>
<td>Lockstep Project</td>
<td>$ 2,064</td>
</tr>
<tr>
<td>Coggon Community Historical Society</td>
<td>Clemons House Gutters</td>
<td>$ 6,126</td>
</tr>
<tr>
<td>Cedar Rapids Public Library</td>
<td>Cedar Rapids Public Library History</td>
<td>$ 4,987</td>
</tr>
<tr>
<td>Genealogical Society of Linn County</td>
<td>Map Preservation</td>
<td>$ 500</td>
</tr>
<tr>
<td>National Czech and Slovak Museum &amp; Library</td>
<td>Conservation Form for Folk Dress</td>
<td>$ 2,080</td>
</tr>
<tr>
<td>Save CR Heritage</td>
<td>Exterior Wood Ornamentation: Preservation, Education, And Repair</td>
<td>$ 8,000</td>
</tr>
<tr>
<td>Uptown Marion Main Street / Marion Chamber of Commerce</td>
<td>Marion Stone Carriage</td>
<td>$ 1,043</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$ 28,800</strong></td>
</tr>
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</table>