

SECTION 2

GENERAL TERMS FOR JCS SERVICES CONTRACTS

Version: Effective July 1, 2023

2.1 Definitions. When appearing as capitalized terms in the Contract, the following defined terms (and the plural thereof, when appropriate) have the meanings set forth in this Section 2.1.

“Applicable Law” means Chapter 70 (defined below) and all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, supplements, and additions to the foregoing. The term “Applicable Law” includes all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code chapter 216 and Iowa Code § 19B.7), the administrative rules of the Iowa Department of Administrative Services (“DAS”) and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or suppliers. The term “Applicable Law” also includes: (1) the Americans with Disabilities Act, as amended and all related rules and regulations; (2) the applicable provisions of § 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the State of Iowa Chief Information Officer; (3) all laws, rules, regulations, orders, and policies applicable to Personal Data; the protection, storage, access, transmission, location, and disclosure of Personal Data; Security Breaches; and the notification of Persons affected by Security Breaches; (4) the Iowa Department of Administrative Services State Accounting Policy and Procedures Manual; (5) HIPAA; and (6) any laws, rules, regulations, policies and procedures specified in the Special Terms, the Contingent Terms for Service Contracts, and Special Contract Attachments.

“BAA” or **“Business Associate Agreement”** means any business associate agreement referenced in the CD&E or the Special Terms or otherwise utilized or agreed to by the parties in connection with the Contract. The parties acknowledge and agree that, notwithstanding anything to the contrary in the Contract or in any other agreement by or between the parties, the IJB is not a covered entity under HIPAA, and the IJB shall not be bound by or have any duties or obligations whatsoever under a Business Associate Agreement.

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

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

“Case File” means a file, including an electronic file, that includes referral information, information generated during assessment, documentation of court proceedings, other eligibility determinations, case plans, and case reports, including quarterly progress reports. Contractor’s Case Files also include records of Contractor-Recipient contact that document the provision of services and Deliverables.

“CD&E” means the Contract Declarations and Execution section or page(s) of the Contract.

“Chapter 70” means Iowa Court Rules, Chapter 70, entitled Iowa Rules of Juvenile Court Services Directed Programs adopted by the Iowa Supreme Court. For the sake of clarity, Chapter 70 includes all rules, requirements and obligations applicable to providers, claimants and contractors under Chapter 70.

“Chief Juvenile Court Officer” means a person appointed as a Chief Juvenile Court Officer under Iowa Code § 602.1217. The term “Chief Juvenile Court Officer” may also be referred to in the Contract as “CJCO”.

“Contingent Terms for Service Contracts” means the Contingent Terms for Service Contracts identified in or required by the Special Terms.

“Contract” means the collective documentation memorializing the terms of the Contract between the IJB and the Contractor and includes the CD&E, these General Terms, the Special Terms, the Special Contract Attachment(s), and the Contingent Terms for Service Contracts, as such documents may be amended from time to time.

“Contract Administrator” means the person identified as such in the CD&E. If the CD&E does not identify a Contract Administrator the term “Contract Administrator” as used in the General Terms shall mean the person identified in the CD&E as the Contract Manager, and if no Contract Manager is identified in the CD&E, it shall mean the person specified as the Project Manager.

“Contractor” means the party identified as the Contractor on the CD&E. The term “Contractor” includes and may be referred to in the Contract as a **“Provider”** or **“Claimant”**. All such terms shall be considered synonymous. For purposes of this Contract and Chapter 70, the Contractor shall be deemed a Provider and a Claimant in all cases where those terms are used.

“Contract Compliance Review” shall have the meaning set forth in Chapter 70.

“Contract Manager” means the person identified as such in the CD&E.

“Contractor Personnel” means Contractor’s employees, officers, directors, board members, agents, affiliates, contractors, independent contractors, temporary staff and any Third Parties hired or engaged by Contractor, or any other staff or personnel acting on behalf of or at the direction of Contractor or any contractor or subcontractor of Contractor who perform or provide services or Deliverables under the Contract.

“Deficiency” means a defect, flaw, anomaly, bug, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including any failure of a Deliverable to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” means the services, goods, products, work, reports, logs, tracking information, items, materials, deliverables, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor or Contractor Personnel in connection with the Contract.

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

“Eligible Provider” shall mean a contractor or provider that meets all of the eligibility requirements under Chapter 70 for being an “Eligible Provider”.

“General Terms” means these General Terms for Services Contracts. The term “General Terms” may also be referred to as Section 2 in the Contract.

“Governmental Entity” means any Governmental Entity, as defined in Iowa Code § 8A.101, or any successor provision to that section, including the IJB. The term Governmental Entity also includes all departments, agencies, independent agencies, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, the Iowa General Assembly, and other units, branches, or entities of government (including any state government and the government of the United States).

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, and all applicable or related rules (including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and part 164), regulations, and guidance, and any amendments thereto.

“IJB Confidential Information” means any confidential or proprietary information provided or disclosed by the IJB to the Contractor that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. The term “IJB Confidential Information” includes any and all summaries, compilations, derivative works, data sets, reports, or other materials that contain IJB Confidential Information.

“Invoice” means a Contractor’s claim for payment submitted: (1) in accordance with Section 2.4.2 of the Contract or Rule 70.206 of Chapter 70; and (2) on or using a General Accounting Expenditure (GAX) form or such other form as may be requested or approved by the IJB.

“Juvenile Court Officer” means a person appointed as a juvenile court officer under Iowa Code § 602.7202, and unless the context otherwise requires, includes a Chief Juvenile Court Officer. The term “Juvenile court Officer” may also be referred to in the Contract as “JCO”.

“Juvenile Court Services” or **“JCS”** means a unit of the Iowa Judicial Branch in which juveniles adjudicated by the Iowa Juvenile Court as delinquent or youth at risk of entering the court system receive services as directed by a Chief Juvenile Court Officer, a Juvenile Court Officer, or other IJB or court personnel.

“On-site Review” shall have the meaning set forth in Chapter 70.

“Performance Standards” shall mean all performance standards, measures and metrics set forth in the Contract, including those set forth in the Special Terms.

“Person” shall have the meaning set forth in Iowa Code § 4.1 or any successor provision.

“Personal Data” means any information or personally identifiable information: (1) relating to an identified or identifiable Person or Recipient; or (2) that could be used to identify a Person or Recipient, including Social Security or other government-issued identification numbers, account security information, financial account information, credit/debit/gift or other payment card information, tax information, account passwords, intellectual property. The term “Personal Data” also includes: (1) any personal information, personally identifiable information (or similar terminology) as defined under any law, statute, directive, regulation, standard, interpretation (including any and all legislative and/or regulatory amendments or successors thereto) regarding privacy, data protection, information security obligations, collecting or storing personal information and data, or the Processing of personal data and information; (2) “Protected Health Information” or “PHI,” as defined under HIPAA; (3) “Personal Information” as defined in and protected by Iowa Code chapter 715C; (4) Substance abuse treatment information protected by 42 U.S.C. § 290dd-2, 42 C.F.R. part 2 and Iowa Code §§ 125.37, 125.93; (5) Mental health treatment and information concerning particular individuals protected by Iowa Code chapters 228 and 229; (6)

HIV/AIDS diagnosis and treatment information protected by Iowa Code § 141A.9; (7) information pertaining to Medicaid applicants and recipients: 42 U.S.C. § 1396a(a)(7); 42 C.F.R. §§ 431.300 - .307; Iowa Code § 217.30; and (8) any other laws relating to Personal Data that are specified elsewhere in the Contract.

“Process” or “Processing” when used in any provision of the Contract involving or relating to Personal Data shall mean any use of or access to Personal Data, or any operation or set of operations performed upon the Personal Data, whether or not by automatic or electronic means, including the collection, recording, organization, use, transfer, disclosure, storage, handling, manipulation, combination and deletion of Personal Data.

“Recipient” means an “Eligible Child” (as defined in Rule 70.101(9) of Chapter 70) or other referred juvenile and, if applicable, parents and family members, foster care providers, legal guardians, guardians ad litem or other legal representatives of an Eligible Child or referred juvenile, and any other Person who is receiving or has received services or other Deliverables performed, provided or delivered by or on behalf of, or otherwise made available by or through, Contractor under the Contract. The term “Recipient” includes and may be referred to in the Contract as a **“Client”** or **“Participant”** or **“Youth”**. All such terms shall be considered synonymous.

“Scope of Work” means the Scope of Work set forth in the Special Terms and any amendments thereto to which the parties have agreed in writing.

“Security Breach” means the unauthorized acquisition of, or access to, or use of, Personal Data, IJB Confidential Information, Deliverables, or Systems by an unauthorized person that compromises or may compromise the security, confidentiality, or integrity of Personal Data, IJB Confidential Information, Deliverables, or Systems, including instances in which Contractor Personnel access Systems or Personal Data in an unauthorized or impermissible manner or in violation of their user or access rights or privileges. The term **“Security Breach”** also includes: (1) any breach of security, confidentiality, or privacy or any breach or misuse of, or unauthorized access to, Personal Data or Systems as defined by any Applicable Law; or (2) any other event that compromises the physical, technical, administrative, or organizational safeguards put in place by Contractor or Contractor Personnel relating to the protection of the security, confidentiality, or integrity of Personal Data or IJB Confidential Information.

“Solicitation” means the formal or informal procurement (and any addenda thereto) identified in the CD&E that was issued to solicit the Bid Proposal leading to the Contract.

“Special Contract Attachments” means any Special Contract Attachments identified in or required by the terms of the Contract, including the Special Terms, along with any other document the IJB attaches to the Contract that provides additional terms and conditions applicable to the Contractor or the performance of its duties and obligations under the Contract.

“Special Terms” means Section 1 of the Contract entitled “Special Terms” that contains terms specific to the Contract, including the Scope of Work, compensation and payment methodology, Performance Standards, etc.

“Specifications” means all specifications, requirements, technical standards, performance standards, performance measures, representations, and any other criteria related either to the Deliverables (or Contractor’s performance) stated or expressed in the Contract, the Documentation, the Solicitation, and the Bid Proposal (excluding any Bidder exceptions), and any specifications, standards (including any IT standards issued by the State, the State Office of the Chief Information Officer, or any Governmental Entity). Specifications shall include any specifications, standards, requirements, or criteria stated or set forth in Applicable Law. The Specifications are incorporated into the Contract by reference and made a part of the Contract as if fully set forth in the Contract.

“State” means the State of Iowa, the IJB, and all State of Iowa Governmental Entities.

“Systems” means any computers, mainframes, servers, equipment, hardware, data centers, networks, platforms, storage devices, systems, information or IT systems, or other devices or property of any kind in which any information or data (including Personal Data) is collected, accessed, received, stored, maintained, transmitted, processed (including Processed), or used.

“Third Party” means a Person (including any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to the Contract.

2.2 Term. The term of the Contract shall begin and end on the dates specified in the CD&E, unless extended or terminated earlier in accordance with the provisions of the Contract. The IJB may, in its sole discretion, extend the term of the Contract upon the same terms and conditions by exercising any applicable extension or renewal term described in the CD&E by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or any renewal term.

2.3 Scope of Work.

2.3.1 Contractor will perform, provide and deliver all Deliverables in accordance with and subject to the terms, conditions, Specifications, delivery dates, deadlines and other requirements set forth in the Contract, including those set forth in the Special Terms. In performing its duties and obligations under the Contract, Contractor will

meet or exceed all Performance Standards, metrics and Specifications set forth in the Contract, including those set forth in the Special Terms. Contractor will perform, provide and deliver all Deliverables within the boundaries of the United States.

2.3.2 The IJB may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning its performance, provision and delivery of the Deliverables and Contractor's other duties and obligations under the Contract. Contractor will comply with such instructions and requests to the satisfaction of the IJB. Contractor will use its best efforts to timely correct any Deficiencies discovered either by Contractor or the IJB.

2.4 Compensation.

2.4.1 In consideration of Contractor performing, providing and delivering the Deliverables in accordance with the terms and conditions of the Contract, Contractor shall be entitled to receive the fees or other compensation associated with such Deliverables as specified in the Special Terms, subject to the terms and conditions of the Contract. The IJB will not be obligated to pay any other compensation, fees, expenses, costs, charges or other amounts to Contractor in connection with the Contract. Any work performed or Deliverables provided by Contractor and not specifically authorized by the IJB in writing shall be considered gratuitous, and Contractor waives any claim, right or entitlement to compensation for any such work or Deliverables. Unless otherwise agreed to by the IJB in writing, the Contractor shall not be compensated on a time and materials basis. Notwithstanding anything in the Contract to the contrary, Contractor is not entitled to payment for any Deliverables performed or provided under the Contract if the IJB reasonably determines that such Deliverables have not been satisfactorily or completely performed or provided or there is a material Deficiency with respect to such Deliverables. Contractor is not entitled to payment for any Deliverables for which Contractor fails to provide adequate documentation substantiating Contractor's entitlement to compensation or payment as determined by the IJB in its sole discretion. In no event shall the IJB be obligated to pay Contractor any fees, costs, compensation or other amounts in excess of the amount specified in the Special Terms, unless the IJB otherwise agrees to pay such fees, costs, compensation other amounts pursuant to a written and executed amendment to the Contract. No payment, including final payment, shall be construed as or constitute: (1) the IJB's acceptance of any Deliverables with Deficiencies or incomplete work; or (2) a waiver by the IJB of any rights or remedies it may have to enforce the terms of the Contract, and Contractor will remain responsible for full performance in strict compliance with the terms and conditions of the Contract. By making any payments under the Contract, the IJB does not waive its ability to challenge any payment or reimbursement made by IJB. Contractor's acceptance of the last payment from the IJB shall operate as a release of any and all claims related to the Contract that Contractor may have or be capable of asserting against the State. The IJB will not make any advance payments for any Deliverables provided by Contractor pursuant to the Contract unless expressly provided for in the Special Terms, and such advance payment is permitted under Applicable Law.

2.4.2 Invoices. Contractor will submit an Invoice to IJB timely in accordance with the Special Terms, Chapter 70 and all other requirements set forth in the Contract. Each Invoice shall reflect the fees applicable to the units of services and Deliverables actually performed or provided by Contractor during the prior period covered by the Invoice in accordance with the terms, conditions and Specifications of the Contract, including the Special Terms. Contractor shall ensure that each Invoice will include the following items, if applicable: (1) pertinent referrals from a Juvenile Court Officer or other appropriate IJB staff person, along with all approved invoices; (2) a list specifying each eligible Recipient for whom a claim is made or to whom services were provided and the number of units of service provided with respect to each such Recipient; and (3) a list of the dates and times during which each service or other Deliverables were provided to such Recipients. Contractor will include with or attach to each Invoice appropriate documentation as necessary to substantiate the claims, fees or charges included on the Invoice and all information reasonably requested by the IJB. Prior to submitting an Invoice, Contractor will thoroughly review the Invoice and attachments to ensure it complies with Rule 70.206 of Chapter 70, Applicable Law, and all of the other requirements set forth in this Section 2.4.2.

2.4.3 Payment. The IJB or the Contract Administrator will review each Invoice for compliance with the Contract and Applicable Law. Subject to the terms, conditions and provisions of the Contract and Contractor's compliance therewith, the IJB will pay all approved and undisputed amounts in arrears and in conformance with Iowa Code § 8A.514 and Iowa Administrative Code rule 11—41.1(2), and all other applicable laws, rules, regulations, policies and requirements. The IJB may pay in less than sixty (60) days, as provided in Iowa Code § 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514. Notwithstanding anything herein to the contrary, the IJB shall have the right to dispute any Invoice submitted for payment and withhold payment of any disputed amount if the IJB believes the Invoice is inaccurate or incorrect in any way.

2.4.4 Offset Against Sums Owed by the Contractor. If the Contractor owes the IJB or the State any sum under the terms of the Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the IJB or the State may, in its sole discretion, offset any such sum against: (1) any sum invoiced by, or owed to, the Contractor under the Contract, or (2) any sum or amount owed by the IJB or the State to the Contractor, unless otherwise required by law. Any amounts due to the IJB or the State as damages may be deducted by the IJB from any money or sum payable by the IJB or the State to Contractor pursuant to the Contract. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

2.4.5 Withholding. In addition to pursuing any other remedy provided herein or by law, the IJB may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the IJB or work stoppage by the Contractor, if the IJB determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in the Contract or has failed to timely perform, provide or deliver any Deliverable in accordance with the terms of the Contract; (2) Contractor is not making timely and sufficient progress towards the completion or performance of any Deliverables; (3) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (4) the Contractor has failed to perform Close-Out Event(s). The IJB may also withhold payments as provided in the Special Terms. No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the IJB under the Contract.

2.4.6 Erroneous Payments and Credits. Contractor will promptly pay or refund to the IJB the full amount of any overpayment, erroneous payment or unallowable expense within ten (10) Business Days after either discovery by the Contractor or notification by the IJB of the overpayment, erroneous payment or unallowable expense

2.4.7 Correction/Cure. The IJB may, without any obligation, correct any Deficiencies with respect to any Deliverable or cure any Contractor default under the Contract without prejudice to any other remedy it may have if Contractor fails to correct such Deficiencies as required in the Contract or if Contractor otherwise defaults or fails to perform any provision of the Contract within the time period specified in a notice of default from the IJB. The IJB may provide or procure the services reasonably necessary to correct any Deficiencies or cure any Contractor default, in which event the Contractor will reimburse the IJB for the actual costs incurred by the IJB for such services (or for the reasonable value of the time expended by any IJB or State employees who provide such services). In addition, Contractor will cooperate with the IJB, or any Third Parties retained by the IJB who assist in curing such default, including by allowing access to any pertinent Deliverables, materials or work product of Contractor. Contractor will pay to the IJB all expenses incurred by the IJB to cure and correct such Deficiencies within ten (10) Business Days after receiving IJB's written notice demanding payment.

2.4.8 Error Correction. With respect to each notice from the IJB to Contractor during the term of the Contract that notifies Contractor that any Deliverable delivered by Contractor (whether or not previously accepted or approved by the IJB) contains or experiences a Deficiency, Contractor will, at no cost to the IJB, promptly (i) correct the Deficiency or re-perform the services or provide replacement Deliverables to the IJB's satisfaction; and (ii) provide the IJB with all applicable or related Documentation with respect to the foregoing.

2.4.9 Reimbursable Expenses. Except as otherwise provided in the Special Terms, there shall be no reimbursable expenses associated with the Contract separate from the compensation referred to in this Section 2.4 and in the Special Terms. Contractor will be solely responsible for all costs, charges and expenses it incurs in connection with its performance under the Contract including travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Contractor. If reimbursement is expressly provided for in the Special Terms, the following terms and conditions shall apply to and govern expense reimbursement:

Subject to any applicable laws, rules, policies and procedures, the IJB will reimburse Contractor for the reasonable and actual costs of transportation, meals and lodging incurred by Contractor with respect to any travel requested by the IJB; provided, however, that: (i) Contractor submits all of its anticipated travel and other costs to the IJB in advance of any travel for the IJB's prior approval; and (ii) notwithstanding the IJB's approval, any reimbursement for allowable transportation, meals and lodging will not exceed the maximum reimbursement rates applicable to board, commission, advisory council and task force members, including those set forth in the State Accounting Policy and Procedures Manual 210.245 and 210.305 (or any successor provisions) or such other rates and limitations as may later be established by the Iowa Department of Administrative Services (or any other State Governmental Entity) or by the Iowa General Assembly. Contractor agrees to utilize the most economical mode of transportation available and will comply with any other travel policies, procedures or requirements applicable to contractors of the State of Iowa. Contractor will submit original and itemized receipts and any other supporting documentation as the IJB may request with respect to all costs and expenses submitted by Contractor for reimbursement. The IJB reserves the right to audit all reimbursement requests and to

withhold or deny reimbursement for Contractor's failure to comply with the requirements of this section and the laws, rules and travel policies and procedures of the State.

2.4.10 Monitoring and Review. The IJB will monitor and review Contractor's performance under the Contract to ensure compliance with the Contract. Such review and monitoring may include the IJB's: (1) review and assessment of Invoices and reports furnished by the Contractor pursuant to the Contract; (2) performance of Contract Compliance and On-Site Reviews in accordance with the terms of the Contract; and (3) any other review and monitoring activities described in the Special Terms.

2.4.11 Reimbursement. If an audit, Contract Compliance Review or On-Site Review shows that any amounts paid under the contract were not spent, used or paid in accordance with the terms and provisions of the Contract, Contractor will be liable for reimbursement to the IJB of all such amounts within ten (10) Business Days after the IJB has notified the Contractor of such non-compliance and has requested reimbursement or re-payment.

2.4.12 Return of Prepaid Amounts. Notwithstanding any provision in the Contract to the contrary, Contractor will refund to the IJB, within ten (10) Business Days of the effective date of termination of the Contract for any reason, any prepaid fees, funds or other amounts paid by the IJB for any Deliverables or services that were either not been performed or provided by or on behalf of the Contractor or received by the IJB.

2.4.13 Failure to Pay Amounts Due. If Contractor fails to timely pay, repay, reimburse or refund any amounts it is required to pay the IJB under this Section 2.4 (or any other provision of the Contract), the IJB may charge Contractor interest at the rate of one percent (1%) per month compounded on the outstanding balance each month after the date the payment, repayment, reimbursement or refund is due, or the maximum amount allowed by law, whichever is greater. The IJB may, in its sole discretion, elect to apply any such amounts against any fees or other amounts payable by the IJB under the Contract.

2.4.14 Section 2.4 and the Special Terms. Notwithstanding anything or any provision to the contrary in the Special Terms, this Section 2.4 and the duties, obligations, rights and remedies set forth herein shall apply to the Contract and the parties. If there is any conflict between the terms of Section 2.4 and those set forth in the Special Terms, the terms in Section 2.4 shall control.

2.4.15 Section 2.4 and Contractor's duties, obligations and liability under Section 2.4 shall survive termination or expiration of the Contract.

2.5 Termination.

2.5.1 Termination for Cause by the IJB. The IJB may terminate the Contract upon written notice for the breach by the Contractor or Contractor Personnel of any material term, condition or provision of the Contract, if such breach is not cured within the time period specified in the IJB's notice of breach (or any subsequent notice or correspondence delivered by the IJB to the Contractor) provided that cure is feasible, as determined by the IJB in its sole discretion. In addition, the IJB may terminate the Contract effective immediately without penalty or liability and without incurring any further obligation to the Contractor, and without providing advance notice or opportunity to cure for any of the following reasons:

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

2.5.1.2 The Contractor or any Contractor Personnel have committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, illegal acts or bad faith;

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

2.5.1.4 The Contractor terminates or suspends its business;

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

2.5.1.6 The Contractor has failed to comply with any Applicable Law, or the IJB learns or believes that Contractor or Contractor Personnel are or have been the subject of a criminal, regulatory, or administrative investigation or proceeding;

2.5.1.7 The IJB determines or believes the Contractor or Contractor Personnel have engaged in conduct that: (1) has or may expose the IJB or the State to material liability; (2) has caused or may cause a Recipients' or other person's life, health, or safety to be jeopardized or put at risk in any way; (3) the IJB determines to be inappropriate contact with or treatment of a Recipient; (4) violates or allegedly violates any laws, rules or regulations, whether of a criminal or civil nature; or (5) that creates a conflict of interest or the appearance of a conflict of interest that the IJB determines in inappropriate or unacceptable;

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

2.5.1.9 The Contractor fails to comply with any Applicable Laws or any provisions of the Contract pertaining to confidentiality, privacy, Personal Data, or data security;

2.5.1.10 The IJB has determined or suspects that any Security Breach or any other incident involving unauthorized access to or use of any data, information, Personal Data, Confidential Information, Deliverables, Systems, or other property has occurred; or

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

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under the Contract; or
- Taking any action to authorize any of the foregoing.

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

2.5.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in the Contract to the contrary, and subject to the limitations set forth below, the IJB will have the right to terminate the Contract without penalty and or liability and without incurring any further obligation to the Contractor as a result of any of the following:

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

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

2.5.3.3 If funding for early intervention and follow up programs/ graduated sanctions services and/or non- contracted/ court-ordered services are exhausted in any judicial district where Contractor is performing or providing services or other Deliverables.

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

2.5.3.5 If the IJB’s duties, programs or responsibilities are modified or materially altered;

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

2.5.3.7 If any other event or circumstance occurs that impacts or affects the ability of the IJB, the State or any Governmental Entity to continue to operate, use, maintain or pay for any Deliverables.

The IJB will provide the Contractor with written notice of termination pursuant to this Section 2.5.3.

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

2.5.5 Limitation of the State’s Payment Obligations. If this Contract is terminated for any reason by either party (except for termination by the IJB pursuant to Sections 2.5.1 and 2.5.3) the IJB will pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily performed, provided and delivered in accordance with the provisions of the Contract up to and including the date of termination of the Contract and for which the IJB is obligated to pay pursuant to the Contract. If the IJB terminates the Contract pursuant to Section 2.5.3, the IJB’s obligation to pay the Contractor such amounts shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper substantiation of the Contractor’s claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the IJB and shall not be construed to require the IJB to pay any compensation or other amounts under the Contract if the Contractor breaches the Contract, or the IJB terminates the Contract pursuant to Section 2.5.1, or the IJB withholds any amounts in accordance with the terms of the Contract. The IJB will not be liable under any circumstances (regardless of whether the Contract has or has not been terminated) for any of the following:

2.5.5.1 The payment of unemployment compensation to the Contractor’s employees or any other Contractor Personnel;

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

2.5.5.3 Any costs incurred by the Contractor in its performance or anticipated performance of the Contract, including startup costs, overhead, financial commitments or other costs associated with the performance of the Contract;

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

2.5.5.5 Any amounts for any Deliverables that are or were in progress but have/had not been provided to or received by the IJB.

2.5.5.6 Any taxes the Contractor may owe in connection with the performance of the Contract, including sales taxes, excise taxes, use taxes, income taxes, or property taxes.

2.5.6 Contractor’s Contract Close-Out Duties. Upon receipt of notice of termination, at expiration of the Contract, or at any time upon IJB’s request (hereafter, “Close-Out Event”), the Contractor will, unless otherwise instructed or requested by the IJB, do the following:

2.5.6.1 Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and if requested by IJB, furnish a report within thirty (30) days of the expiration date or effective date of termination, describing the status of all work performed under the Contract and such other matters as the IJB may require;

2.5.6.2 Immediately cease using and return to the IJB any property, data (excluding Personal Data), information, Confidential Information, or materials, whether tangible or intangible, provided by the IJB to the Contractor;

2.5.6.3 Cooperate in good faith with the IJB and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider;

2.5.6.4 Immediately return to the IJB any payments made by the IJB for Deliverables that were not performed or provided by the Contractor;

2.5.6.5 Immediately deliver to the IJB any and all Deliverables for which the IJB has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time; and

2.5.6.6 Comply with all instructions and requests made by the IJB.

Section 2.5.6 and Contractor's duties, obligations and liability under Section 2.5.6 shall survive expiration or termination of the Contract.

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

2.5.8 Survival. Sections 2.5.4, 2.5.5 and 2.5.6 and Contractor's duties, obligations and liability under such sections shall survive expiration or termination of the Contract.

2.6 Indemnification.

2.6.1 By the Contractor. The Contractor and its permitted assigns will indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties, directly or indirectly related to, resulting from, or arising out of the Contract, including any claims related to, resulting from, or arising out of:

2.6.1.1 Any violation or breach of any term or condition of the Contract by or on behalf of Contractor or Contractor Personnel;

2.6.1.2 Any negligent, intentional, or wrongful act or omission of the Contractor or any Contractor Personnel;

2.6.1.3 Contractor's performance or attempted performance of the Contract, including any performance or attempted performance of the Contract by Contractor Personnel;

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

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

2.6.1.6 The furnishing or making of any statement, representation, warranty, or certification in connection with the Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.6.1.7 Any claim for violation or infringement of any statutory or common law rights or any other rights of any Person and including any claims or causes of action involving torts, personal injury, defamation, or rights of publicity, privacy, confidentiality, misappropriation or security;

2.6.1.8 Any claim of medical, legal or professional malpractice;

2.6.1.9 Any Security Breach or any other incident involving unauthorized access to or use of any Personal Data, Confidential Information, information, data, Deliverables, Systems or other property has occurred;

2.6.1.10 Any failure of Contractor or any Contractor Personnel to comply with Applicable Laws; or

2.6.1.11 Any claim that Contractor has engaged in inappropriate, abusive, harmful or otherwise improper behavior or conduct towards or with respect to a Recipient.

2.6.2 Contractor's obligations under this Section 2.6 are not limited to third-party claims but shall also apply to any claims that either party may assert against the other, regardless of cause or fault.

2.6.3 Contractor will be liable for any personal injury or damage to property caused by the fault or negligence of the Contractor or any Contractor Personnel. Contractor agrees that IJB and the State will not, under any circumstances, be liable for injuries suffered by Recipients, Contractor, or Contractor Personnel related to either the Contractor's performance under the Contract or the performance, provision and delivery of any Deliverables.

2.6.4 Section 2.6 Contractor duties, obligations and liability under Section 2.6 shall survive the termination or expiration of the Contract and shall apply regardless of the date any potential claim or loss is made or discovered by the IJB or any other Indemnitee.

2.7 Insurance.

2.7.1 Insurance Requirements. The Contractor (and each contractor or subcontractor of Contractor) will maintain in full force and effect during the term of the Contract (including all extensions and renewals thereof), with insurance companies licensed or admitted to business in the State of Iowa, insurance covering its work and the performance, provision and delivery of Deliverables during the entire term of the Contract, which includes any extensions or renewals thereof. The Contractor's insurance shall, among other things:

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

2.7.1.2 Be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of the Contract regardless of the date the claim is filed or expiration of the policy (or includes extended reporting period or tail coverage acceptable to the IJB if an insurance carrier only issues the policy on a claims made basis);

2.7.1.3 Provide a waiver of any subrogation rights that any of its insurance carriers might have against the IJB and the State on the policies for all coverages required by the Contract. The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the IJB pursuant to Section 2.7.3; and

2.7.1.4 Not be reduced, amended (to the detriment of the State), or canceled without the prior written approval of the IJB (unless a cancelled policy is being simultaneously replaced by another policy meeting the requirements of this Section 2.7).

2.7.2 Types and Amounts of Insurance Required. Unless otherwise requested by the IJB in writing, the Contractor will cause to be issued insurance coverages of the types and in the amounts set forth in the Special Terms.

2.7.3 Certificates of Coverage. The Contractor will submit certificates of insurance to the IJB within five (5) Business Days after the execution of the Contract. Such certificates shall certify: (1) the types and the amounts of coverage; (2) that all insurance coverages are in force before the Contractor starts work; (3) that the insurance coverages apply to, among other things, the work, activities, products and liability of the Contractor related to the Contract; (4) that the State of Iowa and the IJB are named as additional insureds or loss payees on the policies of insurance or are designated as such by endorsement as required herein; and (5) that no cancellation or modification of the insurance shall be made without at least thirty (30) days prior written notice to the IJB. The Contractor will ensure that no required insurance policies shall be reduced, canceled or amended without first obtaining the prior written approval of the IJB. The certificates shall be subject to approval by the IJB.

2.7.4 Responsibility of Contractor. The IJB's approval or acceptance of the insurance certificates shall not relieve Contractor of any obligation under the Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the term of the Contract, including all renewals and extensions thereof. Contractor (and

Contractor's contractors and subcontractors) will be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor will have no claim or other recourse against the State for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor (and its contractors and subcontractors). Notwithstanding any other provision of the Contract, Contractor will be fully responsible and liable for meeting and fulfilling all of its obligations under Section 2.7 of the Contract.

2.7.5 Filing of Claims. If either IJB or the State suffers a loss or is unable to file a claim under any policy of insurance required under the Contract, the Contractor will, at the IJB's request, immediately file a proper claim under such policy. Contractor will provide the IJB with proof of filing of any such claim and keep the IJB fully informed about the status of the claim. In addition, Contractor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the IJB and the State. Contractor will pay to the IJB and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor's receipt of such proceeds or payments; provided that such payment shall not exceed the amount of the loss sustained, incurred, asserted or claimed by the State.

2.7.6 Proceeds. If IJB or the State suffers a loss that may be covered under any of the insurance policies required under this Section 2.7, neither the Contractor nor any subsidiary or affiliate thereof will have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the IJB and the State have fully recovered all losses, damages or expenses sustained or incurred by them (subject to applicable policy limits), and Contractor hereby assigns to the IJB and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under the Contract.

2.7.7 Notice of Third-Party Claims. Contractor will provide prompt notice to the IJB of any Third-Party claims related to the Contract. If the claim matures to litigation, the Contractor will keep the IJB regularly informed of the status of the lawsuit, including any substantive rulings and settlements. The Contractor will confer directly with the IJB about and before any substantive settlement negotiations.

2.7.8 Survival. Section 2.7 and Contractor's duties, obligations and liability under Section 2.7 shall survive the termination or expiration of the Contract.

2.8 Confidential Information

2.8.1 Confidentiality Obligation. Contractor and Contractor Personnel may have access to, collect, receive, or process IJB Confidential Information or Personal Data in connection with the Contract. Contractor and Contractor Personnel may only access, use and Process IJB Confidential Information and Personal Data solely to the extent necessary to carry out the Contractor's express duties and obligations under the Contract, and Contractor and Contractor Personnel will hold such information and data in the strictest confidence. Contractor and Contractor Personnel will at all times preserve the confidentiality of all Confidential Information and Personal Data and will maintain procedures for properly securing and safeguarding all such information and data. Contractor will designate one individual who shall remain the responsible authority in charge of all IJB Confidential Information and Personal Data collected, accessed, used, Processed, or disseminated by Contractor in connection with the performance of the Contract. Contractor will provide adequate direction, supervision and training to all Contractor Personnel to ensure compliance with the terms of the Contract and this Section 2.8. If required by the IJB, Contractor and Contractor Personnel will execute confidentiality or non-disclosure agreements to obtain access to certain IJB Confidential Information. Contractor will comply with the State's policies and procedures related to the access, storage and protection of IJB Confidential Information. Under no circumstances may the Contractor or any Contractor Personnel access IJB Confidential Information or Personal Data from outside of the United States and its protectorates, and any such access is prohibited.

If Contractor receives a request for access to any IJB Confidential Information, Contractor will immediately communicate such request to the IJB for consideration and handling. Contractor may only disclose IJB Confidential Information as expressly authorized by law and only with the prior written consent of the IJB, either during or after the term of the Contract. The Contractor will immediately report to the IJB any unauthorized use or disclosure of IJB Confidential Information or Personal Data. The Contractor may be held civilly or criminally liable for improper use or disclosure of IJB Confidential Information or Personal Data.

Except as expressly permitted in this Section 2.8, the Contractor and Contractor Personnel will not at any time (including during the term of the Contract and after termination or expiration of the Contract) use, copy, access, reproduce, modify, aggregate,

compile, summarize, publish, distribute, disclose, disseminate, sell, transfer, license, exploit, prepare derivative works from, or otherwise use, in any manner whatsoever, any IJB Confidential Information without the IJB's prior written permission.

2.8.2 Security Questionnaire Upon the IJB's request, Contractor will provide the IJB with a completed contractor/vendor security risk assessment questionnaire on a form required or approved by the IJB.

2.8.3 Foreign Hosting and Storage Prohibited. Contractor will only host and store IJB Confidential Information and Personal Data within the continental United States.

2.8.4 Owner of Personal Data. Contractor acknowledges and agrees that it is and shall be considered the owner of all Personal Data for all purposes, regardless of whether the Contractor collects such data or receives it from Recipients, the IJB, or from any other sources. Contractor will comply with all Applicable Laws relating to Personal Data, including those related to the protection and security of Personal Data and notification in the event of any Security Breach involving or affecting Personal Data or Persons.

2.8.5 Contractor Breach Notification Obligations. The Contractor agrees to comply with all Applicable Laws that require the notification of individuals if a Security Breach or unauthorized access to or use or disclosure of Personal Data or IJB Confidential Information occurs, or any other events occur requiring notification in accordance with Applicable Law. In the event of a breach of the Contractor's security obligations, a Security Breach, or other event requiring notification under Applicable Law, the Contractor agrees to follow IJB directives, which may include assuming responsibility for informing all such individuals in accordance with Applicable Laws, and to indemnify and hold harmless the IJB and the State from and against any claims, damages, or other harm related to the foregoing.

2.8.6 Compliance of Contractor Personnel. The Contractor and Contractor Personnel will comply with the IJB's and the State's security and personnel policies, procedures, and rules, including any procedure which the IJB's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the IJB in the investigation of any Security Breaches that may involve the Contractor or Contractor Personnel. All services will be performed in accordance with State Information Technology security standards and policies as well as IJB security policies and procedures. By way of example only, see Iowa Code 8B.23, and <https://ocio.iowa.gov/home/standards>. Contractor will be fully responsible and liable for ensuring that all Contractor Personnel comply with the terms, conditions and requirements of Section 2.8 and Special Contract Attachment 1, Data and Information Security Provisions. Contractor will include appropriate provisions in its contracts with Contractor Personnel obligating them to fully comply with all of the terms, conditions and requirements of Section 2.8.

2.8.7 Subpoena. If a subpoena or other legal process is served upon the Contractor for records containing IJB Confidential Information, the Contractor will promptly notify the IJB and cooperate with the IJB in any lawful effort to protect or prevent disclosure of the IJB Confidential Information.

2.8.8 Return and/or Destruction of Information. Upon the IJB's request, the Contractor agrees to comply with all IJB directives regarding the return or destruction of IJB Confidential Information. Upon the IJB's request, the Contractor will return and transmit IJB Confidential Information that is specifically identified or requested by the IJB through a secure electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the IJB. Following the IJB's verified receipt of the IJB Confidential Information, the Contractor will, upon the IJB's written request, physically or electronically destroy or erase all residual IJB Confidential Information regardless of format from the Contractor's Systems and any other storage media except as otherwise required by Applicable Law. This includes, but is not limited to, all production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at Contractor Personnel sites. To the extent Contractor is required to destroy specific IJB Confidential Information pursuant to this Section 2.8.8, Contractor will ensure that such IJB Confidential Information will be permanently deleted and will not be recoverable, in accordance with National Institute of Standards and Technology ("NIST") approved methods. Any requested destruction of IJB Confidential Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the IJB for inspection and records retention no later than thirty (30) days after destruction.

2.8.9 Contractor's Inability to Return and/or Destroy Information. If for any reason any IJB Confidential Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the IJB

with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement of the parties that the return and/or destruction of the information is not possible or feasible, the Contractor will make the IJB Confidential Information inaccessible. The Contractor will not use or disclose such retained IJB Confidential Information for any purposes other than those expressly permitted by the IJB. The Contractor will provide to the IJB a detailed description as to the procedures and methods used to make the IJB Confidential Information inaccessible no later than thirty (30) days after making the information inaccessible. If the IJB provides written permission for the Contractor to retain the IJB Confidential Information in the Contractor's Systems, the Contractor will extend the protections of the Contract to such information and limit any further uses or disclosures of such information.

2.8.10. Non-Exclusive Equitable Remedy. Contractor acknowledges and agrees that due to the unique nature of IJB Confidential Information and Personal Data that any breach or threatened breach of any of Contractor's duties and obligations under Section 2.8 shall immediately give rise to continuing irreparable injury or harm to the IJB or others that is inadequately compensable in damages at law. Accordingly, and without prejudice to any other remedy available to the IJB, the IJB shall be entitled to injunctive relief without posting any bond, without the necessity of proving actual loss, and without demonstrating an inadequate remedy at law. Contractor waives all requirements that must be satisfied before the IJB may seek injunctive relief. Any breach of this Section 2.8 shall constitute a material breach of the Contract and be grounds for immediate termination of the Contract, in the exclusive discretion of the IJB.

2.8.11. Additional Remedies in the event of a Security Breach. Upon the State's determination that a Security Breach has occurred, Contractor and Contractor Personnel will fully cooperate with the State in mitigating and responding to such Security Breach. Notwithstanding any provision in Contract to the contrary, Contractor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees, and any and all other amounts of any kind or nature whatsoever (including the reasonable value of time of the Iowa Attorney General's Office or the costs, expenses and attorney fees of other counsel retained by the State) related to, arising out of, or incurred by or on behalf of the State as a result of, any Security Breach, including any costs associated with the following: notifying affected individuals and businesses or reporting to applicable regulators or Governmental Entities; opening and closing accounts, printing new checks, embossing new cards; forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for assisting affected individuals; credit-monitoring services and identity-theft insurance for any Person whose information has or may have been acquired or compromised; and all other costs associated with corrective or other actions that are taken to mitigate or address the Security Breach. The State will be entitled to approve the content and means of delivery of any such notifications or reports. Contractor will reimburse and pay to the State all expenses, fees, damages, losses, settlements and all other amounts incurred by the State within thirty (30) days of the date of any written demand or request is delivered to Contractor.

2.8.12. Qualified Service Organization. If the Contractor is or will be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 C.F.R. part 2, or if the Contractor is otherwise considered a Qualified Service Organization under Applicable Law, the Contractor acknowledges and agrees that it is fully bound by and will comply with 42 C.F.R. Part 2 and 42 USC § 290dd-2. The Contractor will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. "Qualified Service Organization" as used in the Contract has the same meaning as the definition set forth in 42 C.F.R. § 2.11.

2.8.13. Survives Termination or Expiration. Section 2.8 and Contractor's duties, obligations, and liability under Section 2.8 shall survive termination or expiration of the Contract.

2.9 Information Security. If Contractor accesses, collects, receives, stores, transmits or otherwise Processes Personal Data, Contractor will comply with Special Contract Attachment 1, Data and Information Security Provisions and any other provisions in the Special Terms relating to Personal Data, IJB Confidential Information or data security. Section 2.9 and Contractor's duties, obligations, and liability under this Section 2.9 shall survive termination or expiration of the Contract

2.10 Representations, Warranties and Covenants.

2.10.1 Contractor represents and warrants that during the term of the Contract, the Deliverables shall, in whole and in part: (i) be free from material Deficiencies; and (ii) meet, conform to or operate in accordance with all Specifications and in accordance with terms of the Contract. Contractor will, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within thirty (30) days of receiving IJB's notice of such Deficiencies. If Contractor is unable to repair, correct or replace such Deliverable to the IJB's

satisfaction, Contractor will refund the fees or other amounts paid for the Deliverables and any services related thereto. The foregoing shall not constitute an exclusive remedy under the Contract, and the IJB will be entitled to pursue any other available contractual, legal or equitable remedies. Contractor will be available at all reasonable times to assist the IJB with questions, problems and concerns about the Deliverables, to inform the IJB promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing or being provided in accordance with the provisions of the Contract and provide the IJB with all materials and Documentation with respect to such repaired or corrected Deliverable. Section 2.10.1 and Contractor's duties, obligations and liability under Section 2.10.1 shall survive termination or expiration of the Contract.

2.10.2 Contractor represents and warrants that it is fully aware of the IJB's requirements and intended purposes and uses for the Deliverables as set forth in the Contract and in the Solicitation (if any), and the Deliverables will satisfy such requirements in all material respects and are fit for their intended purposes and uses.

2.10.3 Contractor represents and warrants that it meets the definition of and requirements for an Eligible Provider under Chapter 70.

2.10.4 Contractor represents, warrants and covenants that all services and Deliverables to be performed or provided under the Contract will be performed or provided in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms, conditions and Specifications of the Contract and the highest standards of performance applicable to Contractors and service providers in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of the Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. If IJB notifies Contractor of any services performed in violation of this standard, Contractor will re-perform the services at no cost to the IJB, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, Contractor will reimburse the IJB any fees or compensation the IJB paid to the Contractor for the unsatisfactory services or other Deliverables. Section 2.10.4 and Contractor's duties, obligations and liability under Section 2.10.4 shall survive termination or expiration of the Contract.

2.10.5 Contractor represents, warrants and covenants that it is knowledgeable about and will comply with all Applicable Laws during the term of the Contract. For the sake of clarity, Contractor will comply with all duties, obligations and requirements set forth in Chapter 70 that apply to providers and claimants.

2.10.6 Contractor represents, warrants and covenants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under the Contract or otherwise constitute a conflict of interest.

2.10.7 Contractor represents, warrants and covenants that all services and other Deliverables will at all times comply with all Applicable Laws during the term of the Contract.

2.10.8 Contractor represents and warrants is not in arrears with respect to the payment of any monies due and owing the State or any Governmental Entity thereof including the payment of taxes and employee benefits, and covenants and warrants it will not become so during the term of the Contract, or any extensions or renewals thereof. Contractor represents that its accounting system is adequate to comply with the Contract.

2.10.9 The Contractor represents and warrants that all obligations that Contractor owes or may owe to Third Parties relating to the Contract are or will be fully satisfied by the Contractor so that the IJB will not have any obligations with respect thereto.

2.10.10 Contractor represents, warrants and covenants that it is the owner and custodian of all Personal Data and will be responsible for securing and safeguarding such data, investigating, responding to and mitigating any Security Breaches involving such data, notifying all Persons affected or potentially affected by such breach, and complying with all Applicable Laws regarding Personal Data and Security Breaches.

2.10.11 All warranties made by Contractor in the Contract, whether or not the Contract specifically denominates Contractor's promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the IJB, shall not be construed as limiting or negating any warranty provided by law, including warranties which arise through course of dealing or usage of trade. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. Contractor's warranties provided in this Section 2.10 are in addition to and not in lieu of any other warranties provided in the Contract. All warranties provided for in the

Contract shall be cumulative, shall be deemed consistent and not in conflict, and are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the IJB.

2.11 Obligations of Contractor Personnel. Contractor acknowledges the Contract contains provisions that establish duties, obligations and requirements of, or applicable to, Contractor Personnel. Notwithstanding anything to the contrary in the Contract, Contractor agrees it will be fully responsible and liable for ensuring that all Contractor personnel meet, satisfy and comply with: (1) all such duties, obligations and requirements; and (2) any contractual duties and obligations of Contractor that Contractor assigns or delegates to Contractor Personnel. Contractor further agrees that it will: (a) provide adequate supervision of and training to all Contractor Personnel to ensure that Contractor Personnel comply with all terms and provisions of the Contract and Applicable Law; and (b) ensure that all Contractor Personnel are fully qualified, have no criminal convictions, and possess all licenses, certifications and other credentials required either by the Contract or Applicable Law. Section 2.12.11 and Contractor's duties, obligations and liability under this Section 2.12.11 shall survive termination or expiration of the Contract.

2.12 Contract Administration.

2.12.1 Independent Contractor. The status of Contractor shall be that of an independent contractor. Contractor will not hold itself out as an employee or agent of the IJB. The IJB will not provide Contractor with office space, support staff, equipment, tools, or supervision beyond the terms of the Contract. Neither Contractor nor any Contractor Personnel are eligible for any State employee benefits, including retirement benefits, insurance coverage or the like. Contractor and Contractor Personnel shall not be considered employees of the IJB or the State for any purpose, including for federal or State tax purposes. The IJB will not withhold taxes on behalf of Contractor or Contractor Personnel. Contractor will be responsible for payment of all taxes in connection with the Contract.

2.12.2 Incorporation of Documents. To the extent the Contract arises out of a Solicitation, the parties acknowledge that the Contract incorporates by reference the Solicitation and the Bid Proposal together with any clarifications, attachments, appendices, or amendments to the Solicitation and the Bid Proposal; provided, however, that none of Contractor's exceptions, objections or proposed modifications in its Bid Proposal (collectively "Contractor Exceptions") respecting the Solicitation or any contract terms and conditions that are a part of or attached to the Solicitation, shall be incorporated into or made a part of the Contract unless expressly set forth in the Contract. The terms and conditions of the Solicitation and the Bid Proposal are made contractual obligations of Contractor, except that any Contractor Exceptions shall not be deemed to limit, modify or otherwise affect any of the contractual obligations of Contractor or the IJB under the Contract unless expressly stated in the Contract. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; and (3) the Bid Proposal (excluding any Contractor Exceptions that are not expressly made a part of the Contract). The references to the parties' obligations that are set forth in the Contract are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in the Contract shall not be construed as creating a conflict and shall not relieve the Contractor of any duties or obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered or stated in the Bid Proposal that exceed the requirements of the Solicitation shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the IJB are expressly stated in the Contract. The Bid Proposal does not create any express or implied obligations of the IJB.

2.12.3 Notification of Events. Contractor will notify the IJB in writing if any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:

2.12.3.1 Contractor files or permits the filing against it of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

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

2.12.3.3 Making an assignment for the benefit of creditors;

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

2.12.3.5 An order is entered approving an involuntary petition to reorganize the business of Contractor for all or part of its property;

2.12.3.6 A writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Contractor is issued by any court or administrative agency against all or any material portion of Contractor's property;

2.12.3.7 Taking any action to authorize any of the foregoing;

2.12.3.8 Contractor or Contractor Personnel have experienced a Security Breach or any breach in security, unauthorized access to any data or to any Systems operated by or on behalf of Contractor or Contractor Personnel, or any other event or incident occurs that affects Personal Data; or

2.12.3.9 Contractor or Contractor Personnel have become the subject of or are otherwise involved in a criminal, regulatory, or administrative investigation or proceeding.

2.12.4 Compliance with the Law; Nondiscrimination in Employment. The Contractor and Contractor Personnel will comply at all times with Applicable Law. Upon the IJB's or DAS' written request, Contractor will submit to a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. Contractor and Contractor Personnel will also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under the Contract. If the Contractor contracts with Third Parties for the performance of any of the Contractor's obligations under the Contract in accordance with Section 2.12.9, the Contractor will ensure such Third Parties are bound by the terms and conditions contained in this Section 2.12.4 and will make the provisions of this section a part of its contracts with any Third Parties providing services or other Deliverables related to Contractor's performance of the Contract. Notwithstanding anything in the Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.12.4 shall be regarded as a material breach of the Contract, and the IJB may cancel, terminate, or suspend, in whole or in part, the Contract. The IJB or the State may further declare the Contractor ineligible for future state contracts, or the Contractor may be subject to other sanctions as provided by law or rule.

2.12.5 Procurement. The Contractor will use procurement procedures that comply with Applicable Law.

2.12.6 Non-Exclusive Rights. The Contract is not exclusive. The IJB reserves the right to hire other contractors to perform or provide Deliverables similar or identical to those described in the Special Terms during the term of the Contract, including any extensions or renewals thereof.

2.12.7 Amendments. Except as provided herein or in the Special Terms, the Contract may only be amended by mutual written consent of the parties. Amendments will be executed on a form approved by the IJB. Without limiting the foregoing, an amendment shall be required whenever there is a change in the amount of contracted dollars, contract duration, program description, or any other terms of the Contract. Notwithstanding anything to the contrary in the Contract, the IJB has the right to unilaterally amend the Contract to: (1) renew or extend the term of the Contract in accordance with Section 2.2; and (2) to make any changes the IJB determines, in its sole discretion, are necessary to comply with Applicable Law or to correct any errors or inconsistent/conflicting terms in the Contract. The Contractor agrees to execute and comply with the terms of any amendment made by the IJB in accordance with the preceding sentence. Any attempt by Contractor to amend the Contract by use of terms and conditions in an Invoice or other ancillary transactional documents shall be void and not binding on the IJB. To the extent that language in an ancillary transactional document conflicts with the terms of the Contract, the terms of the Contract shall control.

2.12.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the IJB, the State and the Contractor.

2.12.9 Use of Third Parties. None of the services to be provided by Contractor pursuant to the Contract will be subcontracted or delegated to or provided by any contractor, subcontractor or other Third Party (the foregoing Persons and Third Parties shall be referred to in this Section 2.12.9 as either a “Subcontractor” or “Subcontractors”) without the prior written consent of the IJB, which consent the IJB may withhold in its sole discretion. If the IJB provides such consent, the Contractor will select and utilize only those Subcontractors that are capable of meeting or exceeding all of the requirements set forth in the Contract. Contractor will oversee each such approved Subcontractor’s compliance with such requirements and will be fully and financially responsible to the IJB for any failure of a Subcontractor to meet such requirements. The IJB’s consent shall not be deemed in any way to create or establish any additional obligation of the IJB, whether financial or otherwise. Any subcontract to which the IJB has consented shall be in writing and shall in no way alter the terms and conditions of the Contract. All subcontracts and Subcontractors shall be subject to the terms and conditions of the Contract and to any conditions of approval that the IJB may deem necessary. Contractor is solely liable for any and all payments that may be due to a Subcontractor. Contractor will indemnify and hold harmless the IJB and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor’s or a Subcontractor’s breach of any subcontract into which Contractor enters, including Contractor’s failure to pay any amounts due to any Subcontractor. All duties, obligations, and responsibilities of the Contractor under the Contract will also apply to such Subcontractors, and Contractor will include in all of its subcontracts a clause that so states. Contractor will ensure that all subcontracts contain provisions equivalent to those in the Contract which allow the IJB to access and receive copies of the Subcontractor’s books, documents, and records and to conduct Contract Compliance Reviews, On-site Reviews, inspections, and audits as required of Contractor under the Contract. No subcontract or delegation of work shall relieve or discharge Contractor from any obligation, provision, or liability under the Contract. Contractor will remain responsible for such performance and will be fully responsible and liable for all acts or omissions of any Subcontractor. Any action of a Subcontractor, which, if done by Contractor, would constitute a breach of the Contract, shall be deemed a breach by Contractor and have the same legal effect. Section 2.12.9 and Contractor’s duties, obligations and liability under this Section 2.12.9 shall survive termination or expiration of the Contract.

2.12.10 Choice of Law and Forum. The Contract shall be governed in all respects by and construed in accordance with the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with Contract, including after expiration or termination of the Contract, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Contractor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of the Contract shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IJB or the State, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. Section 2.12.10 and Contractor’s duties, obligations and liability under Section 2.12.10 shall survive termination or expiration of the Contract.

2.12.11 Assignment and Delegation. The Contractor may not assign, transfer or convey, in whole or in part, the Contract or any interest therein without the prior written consent of the IJB. For purposes of construing this clause, a transfer of a controlling interest in Contractor, a merger, sale or consolidation of Contractor, or a sale of substantially all of Contractor’s assets shall be considered an assignment. Contractor agrees that it will provide the IJB with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Contractor and of any proposed merger, sale or consolidation of Contractor. The Contractor may not delegate any of its obligations or duties under the Contract without the prior written consent of the IJB. Contractor agrees that it will not use this Contract, or any portion thereof, for collateral or to otherwise secure any financial obligation of Contractor or any affiliate thereof without the prior written consent of the IJB. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any compensation, reimbursements or other amounts that the IJB may pay to the Contractor under the Contract. The IJB may assign, transfer, or convey the Contract, in whole or in part, to any Governmental Entity that succeeds the IJB’s duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the IJB to which the Contract or the Deliverables relate.

2.12.12 Integration. The Contract represents the entire agreement between the parties concerning the subject matter hereof, and neither party is relying on any representation that may have been made which is not included in or otherwise a part of the Contract. Notwithstanding anything in the Contract to the contrary, no shrink-wrap, click-wrap, click-through, click-accept, browse-wrap, sneak-wrap, online terms or website terms (“Additional Terms”) provided with or related to any Deliverables,

products, software or services hereunder or contained in any hypertext or other link contained in the Contract, any Invoice, or other document, shall be binding on the IJB, even if IJB's use of such Deliverables, products, software or services requires an affirmative "acceptance" of those Additional Terms or any linked terms before access is permitted. All such Additional Terms shall be of no force and effect and shall be deemed rejected by IJB in their entirety. Contractor acknowledges that it has thoroughly read the Contract and all related attachments, schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein, to accept same freely and without coercion of any kind, and to proposed modifications. Accordingly, neither party to the Contract shall be considered the drafter of the Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter. The parties agree that if an attachment, addendum, rider, schedule, appendix or exhibit is attached to the Contract or any section or part thereof by the IJB, and referred to herein, then the same shall be deemed incorporated herein by reference.

2.12.13 Headings, Captions, and Terms The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of the Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in the Contract refer to the Contract as a whole and not to any particular provision of the Contract.

2.12.14 Further Assurances and Corrective Instruments. Upon IJB's request, Contractor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

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

2.12.16 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out Contractor's obligations under the Contract, for any default or breach of this Contract by or on behalf of Contractor, and for any fiscal or financial liabilities of Contractor. Section 2.12.16 and Contractor's duties, obligations and liability under Section 2.12.16 shall survive termination or expiration of the Contract.

2.12.17 Supersedes Former Contracts or Agreements. The Contract supersedes all prior contracts or agreements between the IJB (or any predecessor of the IJB) and the Contractor for the Deliverables to be performed, provided and delivered in connection with the Contract.

2.12.18 Waiver. All waivers hereunder must be made in writing by a duly authorized representative of the Party against whom the waiver is to operate, and the failure by a party at any time to require the other party's performance of any obligation under the Contract shall not affect the right subsequently to require performance of that obligation. Any waiver, in whole or in part, of any provision of this Contract shall not be considered to be a waiver of any other provision. Any failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

2.12.19 Notice. Any notices permitted or required under the Contract shall be in writing and may be hand-delivered, emailed, sent by registered or certified mail (return receipt requested), or sent by a nationally recognized overnight courier, and shall be addressed to each party's respective representative(s) identified in the CD&E as the person(s) designated to receive notice. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party. Each such notice shall be deemed to have been provided: (1) At the time it is actually received in the case of hand delivery or email; (2) within one day in the case of overnight delivery by a nationally recognized courier with guaranteed next-day delivery; or (3) on the date shown on the return or read receipt.

2.12.20 Cumulative Rights. The various rights, powers, options, elections and remedies of the State provided in the Contract shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law and shall in no way affect or impair the right of the State to pursue any other available contractual,

equitable or legal remedy. The election by the IJB or the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. Section 2.12.20 shall survive the termination or expiration of the Contract.

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

2.12.22 Time is of the Essence. Time is of the essence with respect to the Contractor's performance of its obligations under the Contract and the Contractor's performance and provision of services and other Deliverables. The Contractor will ensure that all personnel providing Deliverables to the IJB are responsive to the IJB's requirements and requests in all respects.

2.12.23 Authorization. The Contractor represents and warrants that:

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

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

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

2.12.25 Records Retention and Access

2.12.25.1 Financial and Service Records. The Contractor will maintain accurate, current, and complete financial, service and other records which sufficiently and properly document, substantiate and calculate all fees, charges, reimbursements, and other amounts invoiced, claimed or submitted by the Contractor during the entire term of the Contract (including any extensions or renewals thereof). Contractor will maintain such records for a period of at least seven (7) years following the later of: (1) date Contractor has fully performed and provided all Deliverables or has otherwise completed and satisfied its duties and obligations under the Contract; (2) the date the Contract expires or terminates; or (3) the completion of any required audit. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. Contractor will maintain all financial, services and other records necessary to document the performance and provision of all services and Deliverables under the Contract and will maintain a Case File that documents the provision of Deliverables to and for each Recipient to whom Contractor provides Deliverables or for whom a claim for payment or compensation is made. Contractor will comply with all requirements regarding record keeping set forth in Rule 70.207 of Chapter 70. Upon the request of the IJB, Juvenile Court Services, the Iowa Department of Inspections and Appeals, the Auditor of State ("State Auditor"), or their designee (each a "State Auditing Authority"), the Contractor will permit the requesting State Auditing Authority (or any other authorized representative of the State) and where federal funds are involved, the Comptroller General of the United States (or any other authorized representative of the United States government), to access, review, audit, excerpt and transcribe all records (including all records specifically described in this Section 2.12.25.1), books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices, payments, services and Deliverables provided by Contractor, Recipients to or for whom services or Deliverables were provided, or any other documentation or materials pertaining to the Contract, wherever such records may be located. At the request of a State Auditing Entity, the Contractor will deliver and provide, at no charge, complete copies of such books, documents and records to the IJB or its designee in such formats and within such time period as may be specified by the IJB in its request. IJB may agree that the foregoing shall be satisfied by providing virtual and secure access to all such books, documents and records in a manner acceptable to the IJB. The Contractor will not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination or the delivery of such books, documents and records. The Contractor will require its Contractor Personnel to agree to the same provisions of this section. When state or federal law or the terms of the Contract require compliance with Iowa Code Chapter 34A, 2 CFR Part 200 or any other provisions relating to the proper use of government funds and audit requirements for federal funds, the Contractor will comply with all such provisions and requirements and will further comply with the following additional records retention and access requirements:

2.12.25.1.1 Records of financial activity will include records that adequately identify the source and application of funds. When the terms of the Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information

pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

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

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

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

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

2.12.25.3 Section 2.12.25 and Contractor's duties, obligations and liability under Section 2.12.25 shall survive termination or expiration of the Contract.

2.12.26 Audits.

2.12.26.1 The IJB may require, at any time and at its sole discretion, that recipients of State or federal funds have an audit performed by an independent auditor satisfactory to the IJB. The Contractor will submit one (1) copy of the audit report to the IJB within thirty (30) days of its issuance, unless a specific exemption is granted in writing by the IJB. The Contractor will submit with the audit report a copy of the separate letter to management setting forth any material findings and addressing any deficiencies in internal controls, if provided by the auditor. The Contractor will comply with other prescribed compliance and review procedures requested by the IJB.

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

2.12.26.3 Reimbursement of Audit Costs. If the State Auditor notifies the IJB of an issue or finding involving the Contractor's noncompliance with Applicable Law or Contract provisions governing the funds paid or distributed under the Contract, the Contractor will bear the cost of the State Auditor's review or audit and any subsequent assistance provided by the State Auditor to determine compliance. The Contractor will reimburse the IJB for any costs the IJB pays to the State Auditor for any review or audit conducted by the State Auditor.

2.12.26.4 Section 2.12.26 and Contractor's duties, obligations and liability under Section 2.12.26 shall survive termination or expiration of the Contract.

2.12.27 Contract Compliance and On-Site Reviews. Contractor agrees that upon the IJB's request, the IJB (or its designee) may conduct Contract Compliance Reviews and On-Site Reviews (individually, a "Review" and collectively, "Reviews") at any time during the term of the Contract and after termination or expiration of the Contract. The objectives of such reviews include the following: (1) to examine and verify contractual, service and financial records, referral documentation, and Case Files (including documentation of all direct contact with Recipients); and (2) to assess and evaluate the Contractor's compliance with the terms of the Contract, Applicable Law (including Chapter 70 and State and federal laws regarding IJB Confidential Information and Personal Data), and any other requirements, policies and procedures applicable to the Contract and Contractor's compliance with the foregoing. Contractor will permit the IJB to conduct On-Site reviews during business hours at the Contractor's location(s) where Recipients are served or receive services or other Deliverables. The Contractor will permit the IJB to conduct Contract Compliance Reviews virtually, and the Contractor shall ensure that all Contractor and Recipient records will be available to be securely reviewed by the IJB. IJB will provide Contractor with at least ten (10) Business Days' notice in advance of a Review. Contractor agrees it shall be subject to and fully cooperate with the IJB or its designee during all Reviews and will comply with the IJB's reasonable requests and any requirements set forth in Chapter 70 regarding Reviews. Contractor will promptly correct any deficiencies identified during a Review and will promptly implement

any recommendations and corrective plans requested by the IJB or its designee. Contractor will not impose any charges or fees in connection with any Review. Section 2.12.27 and Contractor's duties, obligations and liability under Section 2.12.27 shall survive termination or expiration of the Contract.

2.12.28 Staff Qualifications and Background Investigation. The Contractor will be responsible for assuring that all Contractor Personnel and any other Persons acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under Applicable Law. The Contractor will provide standards for service providers who are not otherwise licensed, certified, or accredited under Applicable Law. The IJB reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor and Contractor Personnel. These background investigations may include the following: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks for Contractor Personnel who will have any direct contact with Recipients or who provide services to or for Recipients. By entering into the Contract, the Contractor explicitly authorizes the IJB to conduct background investigations. The Contractor will fully cooperate with the IJB in obtaining authorization(s) on IJB forms and any required waivers or releases in a timely manner. Based on the results of these background investigations, the IJB may determine, in its sole discretion, to either not enter into a Contract, not extend a Contract, or to terminate the Contract in accordance with the Contract's termination provisions, including Section 2.5.1.7 of the Contract.

2.12.29 Obligations Beyond Contract Term. All obligations of the IJB and the Contractor incurred or existing under the Contract as of the date of expiration or termination shall survive the expiration or termination of the Contract. Any of Contractor's obligations under the Contract that by their nature would continue beyond the termination or expiration of the Contract shall survive termination or expiration of the Contract. Section 2.12.29 shall survive termination or expiration of the Contract

2.12.30 Counterparts. The parties agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one Contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

2.12.31 Delays or Impossibility of Performance Based on a Force Majeure. Neither party will be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in the Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, earthquakes, and similar catastrophic events or causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the party seeking to be excused by a force majeure event. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor or any Contractor Personnel claims or court orders that restrict Contractor's ability to provide the Deliverables contemplated by the Contract; severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and coronavirus disease (COVID-19), variations or strains thereof, and any prior or subsequent developments related to SARS-CoV-2 or COVID-19 or variations or strains thereof, or any other virus or illness-causing agent; pandemics; epidemics; strikes; labor unrest; supply chain disruptions; Internet outages; viruses; malware, Trojan Horses; worms; cancelbots; denial of service attacks; hacking; intrusions; security breaches; or any other similar item, malicious code or action that might interfere with or adversely affect the Deliverables, any servers, computer hardware, devices or IT infrastructure, Systems, or data. If a delay results from a Contractor Personnel's or supplier's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contractor unless such Contractor Personnel or supplier is prevented from timely performance by a "force majeure" as defined in the Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor will immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the IJB. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties will make every effort to minimize the time of nonperformance due to the unforeseen events. Dates by which the Contractor's performance obligations are scheduled to be met shall be extended only for a period of time equal to the time lost due to any delay caused by the force majeure event.

2.12.32 Iowa Code Chapter 8F. If the Contractor is or becomes subject to Iowa Code chapter 8F during the term of this Contract, which includes any extensions or renewals thereof, the Contractor will comply with Iowa Code chapter 8F and with all of the following:

2.12.32.1. The Contractor agrees that it will maintain and provide the information described in Iowa Code § 8F.3 to the IJB or the Legislative Services Agency upon request. The Contractor will not impose a charge for making information available for inspection or providing information to the IJB or the Legislative Services Agency.

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

2.12.32.3 Contractor will be required to submit such information as requested by the IJB or the Legislative Services Agency relating to the Contractor's expenditure of State and federal moneys.

2.12.32.4 The Contractor will comply with Iowa Code chapter 8F with respect to any subcontracts it enters into with Third Parties. Contractor will forward to the IJB all certifications and other compliance documentation it receives from the subcontractor.

Section 2.12.32 and Contractor's duties, obligations and liability under Section 2.12.32 shall survive termination or expiration of the Contract.

2.12.33 Publications. The Contractor will not publish or distribute any final or interim report, document, form, or other material developed as a result of the Contract without the express written consent of the IJB, which IJB may withhold in its sole discretion. IJB may condition its consent upon the right to review and comment upon any publication, impose confidentiality restrictions and limitations, and require that the publication include a statement or credit approved by the IJB, such as, by way of example and not of limitation, that the publication was created in connection with a contract with the IJB, and that it does not necessarily reflect the opinions, findings, or conclusions of the IJB.

2.12.34 Repayment Obligations.

2.12.34.1 If the IJB determines that it has paid or reimbursed Contractor any fees, charges or other amounts claimed, charged, invoiced or requested by Contractor: (1) for which inadequate documentation was provided by Contractor to substantiate the amounts paid or reimbursed by the IJB; or (2) for noncovered services or Deliverables, the Contractor will be liable for such amounts and will repay such amounts to the IJB. IJB will provide Contractor with a written notice that identifies the claims, the amount of each claim that was either for noncovered services/Deliverables or was inadequately documented or substantiated, and the repayment amount Contractor must pay to the IJB in accordance with this Section 2.12.34.1.

2.12.34.2 If a State or federal audit takes exception to any Deliverables provided or any expenditures made under the Contract for which State or federal reimbursement/funding has been paid, or if State and/or federal funds are deferred and/or disallowed as a result of any audits (or expended in violation of the laws, rules or regulations applicable to the expenditure of such funds), the Contractor will be liable to the IJB and the State (or any other applicable Governmental Entity, including the United States Department of Justice) for the full amount of any such reimbursement or any claim disallowed (or the amount of funds expended in violation of applicable laws, rules and regulations) and for all related penalties incurred. If the IJB or any federal agency concludes that Contractor has been paid for any cost that is unallowable, unallocable, or unreasonable under the Contract, Contractor will be liable to the IJB and the State for such cost. IJB will provide Contractor with a written notice that identifies the claims, the amounts of the claims that are not adequately documented or substantiated, or the unallowable, unallowable or unreasonable costs, and the repayment amount Contractor must pay to the IJB in accordance with this Section 2.12.34.2.

2.12.34.3 The Contractor will pay to the IJB all repayment amounts (or other amounts) for which the Contractor is liable under Sections 2.12.34.1 or 2.12.34.2 within thirty (30) days of receiving the IJB's written notice and demand for repayment. If Contractor fails to timely pay or refund any amounts due the IJB under this Section 2.12.34, the IJB may charge Contractor interest of one percent (1%) per month compounded on the outstanding balance each month after the date payment or refund is due, or the maximum amount allowed by law, whichever is greater. The IJB may, in its sole discretion, elect to apply any amounts due to the IJB under this Section 2.12.34 against any amounts payable by the IJB under the Contract. The requirements of this Section 2.12.34 shall apply to the Contractor, its affiliates and Contractor Personnel.

2.12.34.4 Section 2.12.34 and Contractor's duties, obligations and liability under Section 2.12.34 shall survive termination or expiration of the Contract.

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

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

2.12.37 Publicity and Use of Name or Intellectual Property. During the Term of the Contract and at all times after the termination or expiration of the Contract, Contractor will not make any media release or other public announcement relating to or referring to the Contract without the IJB's prior written consent. Contractor will acquire no right to use, and will not refer to or use, without the IJB's prior written consent, the terms or existence of the Contract or the names, trade names, trademarks, service marks, artwork, designs, copyrighted materials or other intellectual property of the IJB or the State or any Governmental Entity: (a) in any advertising, publicity, press release, personal list, presentation or promotion; (b) to express or to imply any endorsement of Contractor or Contractor's services by the State; or (c) in any manner other than expressly in accordance with the Contract. Section 2.12.37 and Contractor's duties, obligations and liability under Section 2.12.37 shall survive termination or expiration of the Contract

2.12.38 Taxes. Contractor will be responsible for paying any taxes incurred by or assessed against Contractor in connection with its performance of the Contract, and the IJB shall have no liability or responsibility of any kind for the payment of any taxes. The IJB and the State are exempt from Federal excise taxes, State and local sales, use and other taxes, and the State will not be responsible for paying any taxes, including taxes levied on the Contractor's employees' wages.

2.12.39 No Minimums Guaranteed. The Contract does not guarantee: (1) any level or amount of utilization; (2) any minimum level of purchases; or (3) any minimum amount of compensation.

2.12.40 Conflict of Interest. The Contractor represents, warrants, and covenants that during the term of the Contract, no relationship exists or shall exist between the Contractor and the IJB that is a conflict of interest. No employee, officer, or agent of the Contractor or any subcontractor will participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to the Contract. The Contractor will establish safeguards to prevent Contractor Personnel, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. If the Contractor becomes aware of any circumstances that may create a conflict of interest, the Contractor will immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor will promptly notify the IJB of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Contractor will submit such notification to the IJB in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered. If the IJB determines that a conflict or appearance of a conflict exists, the IJB may take any action that the IJB determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

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

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

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

The Contractor will be liable for any costs incurred by the IJB as a result of the conflict of interest.

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

2.12.42 Sovereign Immunity. The IJB and the State do not waive sovereign immunity by entering into the Contract and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations for any claim arising out of or related to the Contract.

2.12.43 Attorney's Fees and Expenses. If the IJB determines that Contractor has breached any of the terms or conditions of the Contract or has failed to satisfy or meet any of its obligations under the Contract, Contractor will, within thirty (30) days from the date Contractor receives IJB's written notice or demand, pay to the IJB all costs and expenses (including the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of the IJB) incurred by the IJB in enforcing the Contract or any of its rights and remedies with respect thereto. Section 2.12.43 and Contractor's duties, obligations and liability under Section 2.12.43 shall survive termination or expiration of the Contract.

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

2.12.45 Unenforceable Terms. Notwithstanding any terms or conditions set forth in the Contract, or in any amendment, attachment, schedule or exhibit thereto, or in any other document, agreement, or other terms or conditions related to the Contract, Contractor acknowledges and agrees that the IJB shall not at any time be bound by or subject to any terms, conditions or provisions of any kind: (1) that are contrary to, prohibited by, or not authorized by, any laws, rules or regulations applicable to the IJB; (2) that establish or impose any duties or obligations on IJB or any limitations or provisions that are contrary to, prohibited by, or not authorized by, any laws, rules or regulations applicable to IJB; (3) to which IJB does not have express statutory or other legal authority to agree; (4) that are unenforceable against IJB under State or federal law; or (5) that limit the ability of the IJB to recover damages or seek any contractual, legal, equitable or other available remedies from or against the Contractor. Section 2.12.45 shall survive termination or expiration of the Contract.