

_____ **Empowerment Area Board**
CONTRACT
With _____

This Agreement is effective on _____ and is made by and between the _____ Empowerment Area Board (BOARD), and _____ (SERVICE PROVIDER).

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, it is agreed as follows:

1.0 IDENTITY OF PARTIES

1.1 The _____ Empowerment Area Board, (referred to in this document as the “Board”) is the issuing entity for this Agreement. The Board’s address is: **[building, street address, city, state, zip]**.

1.2 **[Enter name of Service Provider]**, (referred to in this document as “Service Provider”) is the contracting entity, and is entering into this Agreement to provide the products and or services defined in Section 3 below. The address of the Service Provider is: **[street, city, zip]**.

2.0 DURATION OF CONTRACT

The term of this Agreement shall be **[enter beginning date]** through **[enter ending date]**, unless terminated earlier in accordance with Section 5 of this Agreement. The Board shall have the option to renew this Contract for up to **[enter number of possible additional 1 year extensions]** additional one (1)-year extensions by giving the Service Provider written notice of the extension decision at least sixty (60) days prior to the expiration of the initial term or renewal term.

3.0 SCOPE OF SERVICES

3.1 The Service Provider shall provide the following services as an independent Service Provider. The Service Provider’s duties shall include, but not be limited to, the following: **[list your performance expectations here]**.

3.1.1

3.1.2

3.1.3

3.2 Performance Measures [This section needs to include required statewide performance measures and locally-generated performance measures that are expected to be reported by the Service Provider.]

3.3 Monitoring Clause. [The CEA Board shall determine what monitoring (program and fiscal) will occur with the Service Provider and reflect in this section.]

Suggestion:

The Board will monitor the performance of the Service Provider [weekly, monthly, quarterly, etc.] to ensure that the Service Provider is meeting the deliverables of the contract and achieving the specified results. The Service Provider will be required throughout the duration of the contract to satisfactorily provide the services described in the Scope of Work Section in order to meet the desired outcomes.

[Name or Title] will:

- 3.4 Review Clause.** The Service Provider shall meet with the Board as requested and provide information for review of the Service Provider's compliance with the terms of the Contract and level of performance. The Service Provider agrees that the Board or the Board's duly authorized and identified agents or representatives shall have the right to access any and all information pertaining to the Contract, conduct site visits, conduct quality assurance reviews, review contract compliance, assess management controls, assess the contract services and activities, and provide technical assistance. At a minimum, the Service Provider and Board will evaluate achievements of the contract performance targets and results.

4.0 COMPENSATION

- 4.1 Payment for Performance Clause.** Payment shall be contingent upon the Service Provider performing the services set forth in the Section 3.0 and submitting detailed invoices. The invoices shall be accompanied with appropriate documentation that is necessary to support all charges included on the invoice. The contract number must be placed on all claims for payment.
- 4.2 Pricing.** The Service Provider will be paid for the services described in the Section 3.0 a fee not to exceed \$[Enter Agreement amount] for the Agreement period. This shall be the total compensation paid to the Service Provider. The Service Provider shall not be eligible for any other compensation or benefits including, but not limited to, insurance, paid leave or retirement. The Service Provider will, however, be reimbursed, at the rates authorized by the Board, for authorized expenses incurred in the course of traveling on behalf of this contract.
- 4.3 Billings.** The Service Provider shall submit an invoice to the Board for goods and services rendered. The invoices shall be submitted to the Board with appropriate documentation as necessary to support all charges included on the invoice. The Board shall pay all approved.

Claims shall be submitted to:

[Name of Project Manager]

_____ Empowerment Board

[Street Address]

[City, State, Zip]

5.0 TERMINATION

5.1 Termination Upon Notice. Either party may terminate this Agreement, without penalty or incurring of further obligation, upon **[enter number of days]** days' written notice. The Service Provider shall be entitled to compensation for services or goods provided prior to and including the termination date.

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

The Board shall have the right to terminate this Contract without penalty by giving sixty (60) days' written notice to the Service Provider as a result of any of the following:

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

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

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

5.2.4 The Board's duties are substantially modified.

6.0 INDEMNIFICATION.

6.1 The Service Provider agrees to defend, indemnify and hold the Board and the State of Iowa, and their officers, agents and employees, harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including legal expenses required to defend the Board or their officers, agents or employees by reason of the failure of the Service Provider to fully perform and comply with the terms of this Agreement.

6.2 Survives Termination. Indemnification obligation shall survive termination of this Contract.

7.0 INSURANCE

7.1 Insurance Requirements.

The Service Provider, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Service Provider's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Service Provider's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the

Service Provider's performance of this Contract regardless of the date the claim is filed or expiration of the policy.

7.2 Types and Amounts of Insurance Required.

Unless otherwise requested by the Board in writing, the Service Provider shall cause to be issued the insurance coverage set forth below:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 Million
	Product/Completed	\$1 Million
	Operations Aggregate	
	Personal Injury Each Occurrence	\$1 Million \$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million

8.0 CONTRACT ADMINISTRATION

8.1 Independent Service Provider. The status of the Service Provider, and all subcontractors, shall be that of an independent contractor. The Board shall not provide the Service Provider with office space, support staff, equipment or tools, or supervision beyond the terms of this Contract. Neither the Service Provider nor its employees shall be considered employees of the Board for tax purposes. The Board shall not withhold taxes on behalf of the Service Provider (unless required by law). The Service Provider shall be responsible for payment of all taxes, fees and charges when due.

8.2 Compliance With Equal Employment And Affirmative Action Provisions. The Service Provider shall comply with all provisions of federal, state and local laws, rules and executive orders including, but not limited to, Equal Employment Opportunity provisions, Occupational Health and Safety Act, Affirmative Action and Civil Rights rules and regulations, licensing requirements, records retention, and audit requirements.

8.3 Compliance with the Law.

The Service Provider, its employees, agents, and subcontract providers shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The Service Provider may be required to provide a copy of its affirmative action plan, containing goals and time specifications. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the Service Provider may be

declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule.

The Service Provider, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

8.4 Subcontracting.

None of the work or services relating to this contract shall be subcontracted to another organization or individual without specific prior written approval by the Board except for subcontracts under \$2000. To obtain approval, the Service Provider shall submit to the Board the proposed contract or written agreement between the parties. The proposed contract or agreement shall contain:

- (1) A list of the work and services to be performed by the subcontractor.
- (2) The contract policies and requirements.
- (3) Provision for the Board, the Service Provider, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
- (4) The amount of the subcontract.
- (5) A line item budget of specific costs to be reimbursed under the subcontract or agreement or other cost basis for determining the amount of the subcontract as appropriate.
- (6) A statement that all provisions of this contract are included in the subcontract including audit requirements.
- (7) Period of performance.
- (8) Any additional subcontract conditions.

Any subcontract or other written agreement shall not affect the Service Provider's overall responsibility and accountability to the Board for the overall direction of the project.

If during the course of the subcontract period the Service Provider or subcontractor wishes to change or revise the subcontract, prior written approval from the Board is required.

The Service Provider shall maintain a contract administration system which ensures that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Service Provider shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of any subcontract. No employee, officer or agent of the Service Provider or subcontractor shall participate in the selection or in the award or

administration of a subcontract if a conflict of interest, real or apparent, exists.

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

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

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

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

8.7 Choice of Law and Forum. The terms and provisions of this Contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Contract shall be brought in an appropriate Iowa forum.

8.8 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. 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. If the Service Provider is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of such activities and obligations.

8.8 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the Service Provider shall be considered an assignment.

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

8.10 Confidentiality. Information of the Board which identifies clients and services is confidential in nature. The Service Provider and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the Agreement. Service

Provider shall not use confidential information for any purpose other than carrying out Service Provider's obligations under this Agreement. The Service Provider shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The Service Provider may be held civilly or criminally liable for improper disclosure. Service Provider shall promptly notify the Board of any request for disclosure of confidential information received by the Service Provider.

- 8.11 Records Retention and Access.** The Service Provider shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Board throughout the term of this Contract for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records. All data and records, including client information, obtained by the Contractor, in connection with this Contract, shall be made available to the Board. The Service Provider shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Service Provider relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Contract, wherever such records may be located.
- 8.12 Integration.** This Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.
- 8.13 Tobacco Smoke Prohibited.** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

The Service Provider certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Service Provider shall execute the Certification of Compliance with the Pro-Children Act of 1994 attached as Exhibit **[enter the number or letter that identifies the exhibit]** and provide the original certification when it executes this Contract.

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

8.16 Suspension and Debarment.

The Service Provider certifies pursuant to 2 CFR 180 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Board or agency. The Service Provider shall execute the certification regarding debarment attached as Exhibit **[enter the number or letter that identifies the exhibit]**.

8.17 Lobbying Restrictions.

The Service Provider shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements. The Service Provider shall execute the certification regarding lobbying restrictions attached as Exhibit **[enter the number or letter that identifies the exhibit]**.

8.18 Conflict of Interest

No relationship exists or will exist during the contract period between the Service Provider and the Board that is a conflict of interest.

8.19 Compliance with Iowa Code Chapter 8F

The Service Provider shall comply with Iowa Code Chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Service Provider shall be forwarded to the Board.

8.20 Repayment Obligation

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

9.0 EXECUTION

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

[Service Provider name]

By: _____ Date: _____

Name: _____

Title: _____

Federal Tax Identification Number: _____

_____, **Local Empowerment Board**

By: _____ Date: _____

Name: _____

Title: _____

Exhibit A

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

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

The **[Service Provider, Vendor, Grantee, Borrower]** further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

Signature: _____

Title: _____

Organization: _____

Date: _____

Exhibit B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Contract, the Service Provider is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Service Provider knowingly rendered an erroneous certification, in addition to other remedies available to the Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Service Provider shall provide immediate written notice to the person to whom this Contract is submitted if at any time the Service Provider learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, contract, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
4. The Service Provider agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 2 CFR 180, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Board with which this transaction originated.
5. The Service Provider further agrees by submitting this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 2 CFR 180, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

(1) The Service Provider certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the Service Provider is unable to certify to any of the statements in this certification, such Service Provider shall attach an explanation to this Contract.

(Signature)

(Date)

(Title)

(Company Name)

Exhibit C

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

Signature: _____

Title: _____

Organization: _____

Date: _____

OTHER THOUGHTS SHARED BY LOCAL BOARDS FOR CONSIDERATION

Monitoring and Services

Contracted Staff of the Board will observe services of the Service Provider and report to the Board observations not noted in reports. The Board will also be allowed to monitor the work of the Service Provider by observing and/or participating in education programming for participants of said program. This will apply to all subcontracts of Service Provider.

The Board reserves the right to conduct onsite reviews.

Public Relations

Service Provider shall have representation at meetings of the Board. Service Provider shall promote the service/program in the community during the contract period. Service provider shall acknowledge and include the Board as a sponsor and funding source in all promotional and written materials, reports, and public information.

Other Requirements

During the contract, if there is a change in personnel directly related to the program/service, the Board will be notified.

Documentation shall be provided to the Board of all agencies and programs that collaborate in program delivery.

The Service Provider agrees to provide the necessary performance measures information for the Board to complete an annual report. Required performance measures for this contract are reflected _____.

The Service Provider agrees to submit quarterly progress reports and a year-end summary report to the Board.

Reporting Period	Due Date
July 1 – September 30	October 30
October 1 – December 30	January 31
January 1 – March 30	April 30
Year End Report	August 20

Reports will include a summary of services provided, required performance measures data, program expenditures and an inventory log.

If the Service Provider determines that the project will not be able to expend all granted funds, the Service Provider agrees to contact the Board prior to April 1, to negotiate a revision.

Duplicate services for families (FaDDS language)?