

CONTRACT

This service agreement in an amount less than \$1000 is made to (briefly describe purpose of contract). Services are made in agreement with the _____ Empowerment Area Board utilizing funds available through (name of fiscal agent), fiscal agent.

- 1.0 IDENTITY OF PARTIES.** _____ Empowerment Area Board (referred to in this document as the “Board”) is the issuing agency for this Agreement. The Board’s address is: _____
_____, (referred to in this document as “Contractor”) 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 Contractor is: _____
- 2.0 DURATION OF CONTRACT.** The term of this Agreement shall be _____ through _____, unless terminated earlier in accordance with Section 5 of this Agreement.
- 3.0 SCOPE OF SERVICES.** The Contractor shall provide the following services as an independent contractor. The Contractor’s duties shall include, but not be limited to, the following:
(In addition to services to be performed, include performance measures to be documented, reports, and invoice requirements)

Monitoring and Review Clause. The director or designee of _____ Empowerment Area Board will monitor invoices and documentation received, for completeness, accuracy, and timeliness of submission. The director or designee will review each invoice and report submitted during the contract duration. The Board will conduct a performance review, which will occur (insert frequency, examples are monthly, quarterly or at the end of the project period) to assure performance compliance. (Other monitoring and review terms can be added as appropriate, including disincentives or rewards based on outcomes or performance measures.)

- 4.0 COMPENSATION.** Payment shall be contingent upon the contractor performing the services set forth in the Section 3.0 and submitting detailed invoices and reports. The invoices shall be accompanied with appropriate documentation that is necessary to support all charges included on the invoice. The Contractor will be paid for the services a total fee **not to exceed \$____ for the Agreement period**. This shall be the total compensation paid to the Contractor, including authorized expenses.

Pricing. (Insert service rates, etc. if appropriate or reference attachment with a contract budget.)

Billings. The Contractor shall submit an invoice for goods and services rendered. The invoices shall be submitted with appropriate documentation as necessary to support all charges included on the invoice. _____, the fiscal agent, shall pay all approved invoices in arrears. Claims shall be submitted to: _____ Empowerment Area Board, (address)

Payment Clause. Payment to the contractor is contingent upon receipt of services as described in Section 3.0 and receipt of invoice. The contractor is required to complete a report of activity. The Board may withhold payment of fees until the completed report is received.

- 5.0 TERMINATION UPON NOTICE.** Either party may terminate this Agreement, without penalty or incurring of further obligation, upon _____ days’ written notice. The Contractor shall be entitled to compensation for services or goods provided prior to and including the termination date.
- 6.0 INDEMNIFICATION.** N/A
- 7.0 INSURANCE.** N/A

[Note: The draft is intentionally designed for a low cost project allowing for a “one page” agreement (with boiler plate terms added).

Indemnity and Insurance are waived or “Not Applicable” assuming that risk is low for the empowerment area and perhaps more efficient than the benefits of requiring insurance. If this is of concern, use a more extensive contract template.]

8.0 CONTRACT ADMINISTRATION

Compliance with Equal Employment and Affirmative Action Provisions. The Contractor 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.

Compliance with Laws and Regulations. The Contractor, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.

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

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

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.

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.

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.

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 Contractor is a joint entity, consisting of more than one

individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of such activities and obligations.

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 Contractor shall be considered an assignment.

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.

Confidentiality. Information of the Board which identifies clients and services is confidential in nature. The Contractor 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. Contractor shall not use confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. The Contractor shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The Contractor may be held civilly or criminally liable for improper disclosure. Contractor shall promptly notify the Board of any request for disclosure of confidential information received by the Contractor.

Records Retention and Access. The Contractor 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. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Contract, wherever such records may be located.

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.

United States Department of Health and Human Services (HHS) Contingency. This Contract may be subject to approval, review, and modification by the United States Department of Health and Human Services (HHS). The contractor agrees to make all good faith efforts to comply with such requirements determined necessary by HHS.

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 Contractor certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of

1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

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

Suspension and Debarment. The Contractor certifies pursuant to 31 CFR Part 19 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 department or agency.

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

Certification regarding sales and use tax. By executing this Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Contractor also acknowledges that the Board may declare the contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Board or its representative filing for damages for breach of contract.

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

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.

(Contractor)

By: _____ Date: _____

(Name), (Title)

Federal Tax Identification Number: _____

_____**Empowerment Area Board**

By: _____ Date: _____

(Name), (Title)