

School Coach

This contract for School Coach is effective November 18, 2014, and is between the Juvenile Court Services for the 1st Judicial District of Iowa, the Iowa Department of Human Services, and Edgewood-Colesburg CSD. The parties agree as follows:

1. Parties.

- 1.1 The Juvenile Court Services for the 1st Judicial District of Iowa (JCS) is authorized to enter into this contract. JCS's address is 818 LaFayette Street, Waterloo, Iowa 50704-4724.
- 1.2 The Iowa Department of Human Services (DHS) is responsible for funding of The DHS's address is 1305 E. Walnut, Des Moines, Iowa 50319-0114.
- 1.3 Edgewood-Colesburg CSD (Contractor) is an intergovernmental agency. Contractor's address is 403 W. Union Street, Edgewood, Iowa 52042.
- 1.4 None of the parties are business associates under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

2. **Purpose.** JCS and the DHS have retained Contractor to provide School Coach to assist youth in achieving positive self-improvement, accountability, and judgment that will enhance community safety. Contractor must comply with 441 Iowa Administrative Code Chapter 151 when providing the services under this contract and any extensions or renewals thereof.

3. **Intergovernmental agreement and filing.** This is an intergovernmental agreement and JCS and the DHS are not required to use competitive selection before entering into this contract with the Contractor.

4. Scope of Work (Deliverables, Performance Measures, and Monitoring Activities).

- 4.1 Contractor will provide School Coach as set forth in Exhibit A.
- 4.2 Contractor effectiveness will be measured against performance measures as set forth in Exhibit A.
- 4.3 If Contractor fails to meet deliverables, performance measures criteria, or monitoring activities, JCS or the DHS or both JCS and the DHS may withhold payments as provided in Section 5.4.
- 4.4 **Notice to Contractor about outcomes. NOTE: Each JCS District will establish its own criteria for data collection.**
The Contractor shall collect data and report to JCS, regarding the outcome of each child served. This data is intended for use by all parties of the contract to modify the baseline and to make long-term decisions regarding service provision and contracting.
 - 4.4.1 Within 30 days of each child's discharge, the Contractor shall report to JCS a summary of discharge using a JCS approved format.

5. Payment Methodology.

5.1 Maximum amounts.

- 5.1.1 The DHS will pay in accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work (Deliverables, Performance Measures, and Monitoring Activities) as set forth in Section 4. Contract funding maximums may be amended at the discretion of DHS or JCS based on available funding or other circumstances explained in this contract or through amendments. Continued payment for contract extension years is contingent upon extension of the contract.

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
11/18/14 - 06/30/15	\$63,600.00
07/01/15 - 06/30/16	\$63,600.00
07/01/16 - 06/30/17	\$63,600.00
07/01/17 - 06/30/18	\$63,600.00
07/01/18 - 06/30/19	\$63,600.00
07/01/19 - 06/30/20	\$63,600.00

- 5.1.2** Monthly service payment of \$5,300.00
- 1) JCS and the DHS will not pay Contractor for services provided in excess of these limits. JCS and the DHS will establish maximum monthly and yearly payment limits for subsequent years of the contract by contract amendments.
 - 2) This section does not guarantee Contractor a specific rate of utilization under this contract.

5.2 Monthly billings. Contractor must submit, on a monthly basis, an invoice to JCS for services rendered under this contract. Invoices and all required supporting documentation must comply with all applicable rules concerning payment of such claims. By submitting an invoice, Contractor represents to JCS that the services being billed are within Section 4. The Contractor must submit the payment voucher and supporting documentation to the JCS’s Accountant/Auditor who will verify the billing for accuracy, approve or deny in part, the billing, and submit the billing to the DHS’s Division of Fiscal Management, Bureau of Payments, Purchasing, and Payroll. Unless a longer timeframe is provided by federal law, and absent of the express written consent of the JCS or DHS, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the DHS within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

5.3 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent longer timeframes established in federal law or the express written consent of the JCS or DHS, the Contractor shall submit all Invoices to the JCS for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

5.4 Payment of invoices. After reviewing the invoice and considering approval of the claim by JCS, the DHS will pay the approved amount in arrears, less any authorized withholdings under Section 5.4 as required by Iowa Code Section 8A.514 (2005) and 11 Iowa Administrative Code Chapter 42. In addition, JCS will not approve and the DHS will not pay any invoice that would exceed the monthly or yearly maximum established in Section 5.1 and 5.2. The DHS may pay an invoice in less than 60 days without waiving Iowa Code Section 8A.514 (2005). The DHS will not pay Invoices that are not considered timely as defined in Section 5.2. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for

consideration. Instructions for this process may be found at:

http://www.dom.state.ia.us/appeals/general_claims.html.

- 5.5 Withholding of payments.** Consistent with this contract and at JCS's and the DHS's sole discretion, the DHS may withhold all or a portion of the payment of each invoice due to Contractor's failure to comply with performance requirements and performance criteria established by this contract. The DHS may withhold:
- 1) 10% of the invoice for unacceptable work; or
 - 2) Up to the full amount of the invoice for work the Contractor has failed to perform.
- 5.6 Federal Funds.** RESERVED.
- 6. Term.**
- 6.1 Initial term.** The initial term of this contract is 1 year, from November 18, 2014, to June 30, 2015, unless the contract is terminated earlier in accordance with this contract.
- 6.2 Renewal terms.** JCS and the DHS may, in their sole discretion, renew this contract for 5 additional one-year terms. To exercise this option, the DHS must give written notice to the Contractor at least 60 days before the expiration of the initial term or any renewal term.
- 7. Data privacy.**
- 7.1** While performing its obligations under this contract Contractor's employees and agents may have access to private or confidential data maintained by JCS and the DHS. Contractor must designate one individual who will act as the responsible authority in charge of all data collected, used, or disseminated by Contractor in connection with the performance of this contract. Absent a contrary designation, Contractor's project manager, designated pursuant to Section 11, will also be the individual designated by Contractor to ensure compliance with the data privacy requirements imposed by this section. Contractor must supervise and train its agents and employees to ensure compliance with the confidentiality requirement of this contract. All private or confidential data will remain the property of JCS and the DHS.
- 7.2** Contractor must not disseminate any private or confidential data collected, maintained, or used in the course of the performance of this contract except as authorized by statute. Any data supplied to or created by Contractor is the property of the JCS and the DHS. Contractor must return all data collected, maintained, created, or used in the course of the performance of the contract in whatever form it is maintained promptly at the request of JCS or the DHS. Contractor must indemnify JCS and the DHS in conformance with Section 10 for a violation of this section.
- 7.3 Subpoena.** If Contractor is served with a subpoena or other legal process for records containing confidential information, Contractor must notify JCS and the DHS and cooperate with JCS and the DHS in any lawful effort to protect the disclosure of confidential information.
- 7.4 Reporting unauthorized disclosure.** Contractor must immediately report to JCS and the DHS any unauthorized disclosure of confidential information.
- 7.5 Survives termination.** Contractor's obligations under this section survive the termination of this contract.

8. Control of staff.

- 8.1** All staff provided by Contractor under this contract will at all times be under the direct control and supervision of Contractor even while its staff is performing work under this contract.
- 8.2** Contractor is solely responsible for selecting, hiring, disciplining, firing, and compensating its staff. If JCS or the DHS believes that any of Contractor's staff fails to perform duties in a manner that is consistent with this contract JCS or the DHS will notify the Contractor. Contractor will then take such action as to investigate and, if appropriate, discipline, or reassign the staff. Neither JCS nor the DHS has any authority to discipline or reassign Contractor's staff, except that JCS and the DHS have the authority to demand that a particular staff member not be assigned to provide services under this contract.
- 8.3 Insurance, benefits, and compensation.** Contractor will provide for and pay all employment costs of the staff including, but not limited to, workers' compensation, unemployment insurance, health insurance, and other benefits and compensation, and will make and remit all payroll withholdings with respect to the staff, all as required by law. JCS and the DHS will have no liability whatsoever for all such employment costs to or for the benefit of the staff. Contractor must provide JCS and the DHS with evidence of the payment of such benefits upon request.
- 8.4 Independent contractor.** Contractor is an independent contractor. JCS and the DHS are not required by this contract to provide the Contractor any office space, support staff, equipment, tools, or supervision beyond the term of this contract and any extensions or renewals thereof. Contractor and its staff are ineligible for any State of Iowa employee benefits, including but not limited to, retirement benefits, insurance coverage, and the like. Contractor and its staff are not employees of the State of Iowa, JCS, or the DHS for federal or state tax purposes. JCS and the DHS will not withhold taxes on behalf of Contractor, unless required to do so by law. Contractor is solely responsible for payment of all taxes in connection with any income earned from performing this contract.

9. Termination.

- 9.1 Immediate termination by JCS or the DHS.** JCS or the DHS may immediately terminate this contract when one or more of the following events occur:
- 9.1.1** JCS or the DHS determines that Contractor's acts or omissions have caused, or reasonably could cause, a client's life, health, or safety to be jeopardized.
- 9.1.2** Contractor fails to comply with any provision of this contract that provides for immediate termination.
- 9.1.3** JCS or the DHS determines that Contractor made a statement, representation, warranty, or certification that is materially false, deceptive, incorrect, or incomplete.
- 9.2 Termination on notice by JCS or the DHS.** Following 30 days' written notice, JCS or the DHS may terminate this contract in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, JCS and the DHS will pay Contractor, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination.

- 9.3 Termination for cause by JCS or the DHS.** JCS or the DHS may declare Contractor to be in default of its obligations under this contract when any of the following events occurs:
- 9.3.1** Contractor fails to observe and perform any covenant, condition or obligation created by the contract;
 - 9.3.2** Contractor fails to make substantial and timely progress toward performance of the contract;
 - 9.3.3** Contractor's work product and services fail to conform with the requirements of this contract; or
 - 9.3.4** Contractor's work product or services infringe on any patent, trademark, copyright, trade dress or any other intellectual property right.
- 9.4 Notice of default.** If there is a default event that Contractor can cure, JCS or the DHS must provide written notice to Contractor requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, JCS or the DHS may:
- 9.4.1** Immediately terminate the contract without additional written notice; or
 - 9.4.2** Enforce the terms and conditions of the contract and seek any legal or equitable remedies.
- In either event, JCS or the DHS may seek damages and payment of reasonable attorney fees and costs due to the breach or failure to comply with the terms of the contract.
- 9.5 Termination for cause by Contractor.** Contractor may declare JCS or the DHS in default of their obligations under this contract when any of the following events occurs:
- 9.5.1** JCS or the DHS fails to observe and perform any covenant, condition or obligation created by the contract; or
 - 9.5.2** JCS or the DHS fails to make timely payment in conformance with Iowa Code Section 8A.514 (2005) for the work performed under this contract.
- 9.6 Notice of default.** If there is a default event that JCS or the DHS can cure, Contractor must provide written notice to JCS or the DHS requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, Contractor may:
- 9.6.1** Immediately terminate the contract without additional written notice; or
 - 9.6.2** Enforce the terms and conditions of the contract and seek any legal or equitable remedies.
- In either event, Contractor may seek damages and payment of reasonable attorney fees and costs due to the breach or failure to comply with the terms of the contract.
- 9.7 Termination by JCS or the DHS due to lack of funds or change in law.** Notwithstanding anything in this contract to the contrary, and subject to the limitations, conditions set forth below, JCS or the DHS shall have the right to terminate this contract without penalty and without any advance notice as a result of the following:
- 9.7.1** The legislature or governor fail in the sole opinion of JCS or the DHS to appropriate funds sufficient to allow JCS or the DHS to operate as required and to fulfill its obligations under this contract; or

- 9.7.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the JCS or the DHS to make any payment hereunder are insufficient or unavailable for any other reason as determined by JCS or the DHS in its sole discretion; or
- 9.7.3 If JCS's or the DHS's authorization to conduct its business or engage in activities or operations related to the subject matter of this contract is withdrawn or materially altered or modified; or
- 9.7.4 If JCS's or the DHS's duties, programs or responsibilities are modified or materially altered; or
- 9.7.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects JCS's or the DHS's ability to fulfill any of its obligations under this contract.

JCS or the DHS shall provide the Contractor with written notice of termination pursuant to this section.

- 9.8 **Contractor's remedies if JCS or the DHS terminates the contract due to lack of funds or change in law.** If JCS or the DHS terminates this contract due to lack of funds or change in law as provided above, Contractor's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.
- 9.9 **Contractor's duties on termination.** When the Contractor receives JCS's or the DHS's notice of termination for any reason allowed under this contract the Contractor must:
 - 9.9.1 Cease all work under this contract except any work that JCS or the DHS directs Contractor to perform;
 - 9.9.2 Comply with JCS's or the DHS's instructions for the timely transfer of any active files and related work product; and
 - 9.9.3 Cooperate in good faith with JCS and the DHS during the transition period between the notification of termination and the substitution of any replacement contractor.
- 9.10 **Delay or impossibility of performance.** Contractor will not be in default under this contract if its performance is delayed or made impossible by an act of God, flood, fire, or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Contractor. If the delay results from a subcontractor's conduct, negligence or failure to perform Contractor will not be excused from compliance with the terms and obligations of this contract.
- 9.11 **Set off.** Should JCS or the DHS obtain a money judgment against Contractor because of a default under this contract Contractor consents to such judgment being set off from moneys owed Contractor by the State of Iowa or any other agency of the State of Iowa under any other contract.

10. Indemnification.

10.1 Contractor's indemnification of JCS and the DHS.

- 10.1.1 Contractor must indemnify and hold the State of Iowa, JCS, and the DHS harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of the Attorney General's

Office, and the costs and expenses and attorney fees of other counsel required to defend the State of Iowa, JCS, or the DHS, related to or arising from:

- 1) Any violation of this contract;
- 2) Any negligent acts or omissions of Contractor;
- 3) Contractor's performance or attempted performance of this contract;
- 4) Contractor's failure to comply with all local, state and federal laws and regulations;
- 5) Contractor's failure 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 Contractor to conduct business in the State of Iowa; or
- 6) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right.

10.2 JCS's and the DHS's indemnification of Contractor. To the extent allowed by Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, JCS and the DHS must indemnify Contractor and hold Contractor harmless against any and all losses, costs, damages, expenses, claims, demands, causes of action, judgments and settlements arising out of JCS's or the DHS's negligence or wrongful acts or omissions in the performance of this contract. Contractor will remain responsible for all damages to persons or property that occurs due to Contractor's fault, negligence, gross negligence, bad faith, fraud or other wrongful acts in the performance of this contract.

10.3 Survives termination. All indemnification obligations imposed by this section survive the termination of this contract.

11. Project management and reporting.

11.1 Project managers. At the time of execution of this contract, each party will designate, in writing, a project manager to serve until the expiration of this contract or the designation of a substitute project manager. During the term of this contract, and any extensions or renewals thereof, each project manager must be available to meet, as otherwise mutually agreed, as required to plan the services being provided under this contract.

11.2 Review meetings. The JCS and Contractor project managers will meet quarterly to discuss Contractor's performance. Meetings may be held by phone conference. The Contractor will provide a status report, as desired by the JCS project manager, listing any problems or concerns encountered since the last meeting and remedies. Each party will maintain records of such reports and other communications issued in writing during the course of this contract and any extensions or renewals thereof.

11.3 Reports. At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem must provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains outstanding, written reports must identify:

- 11.3.1** Any event not within the control of Contractor, JCS, or the DHS that accounts for the problem;

- 11.3.2 Any damages incurred as a result of any party's failure to perform its obligations under this contract; and
- 11.3.3 Any request or demand for services by one party that another party believes is not included within the terms of this.
- 11.3.4 **Project problem reporting requirements.** A party's acceptance of a problem report does not relieve any party of any obligation imposed by this contract. A party's failure to identify a problem does not waive performance of any obligation imposed under this contract. Where other provisions of this contract require notification of an event in writing, the written report constitutes valid notice.

12. Fiscal procedures.

- 12.1 **Contractor's accounting system.** Contractor must have an accounting system adequate to effect compliance with the terms of this contract.
- 12.2 **Audit exceptions.** If an authorized federal or state audit takes exception to the services provided under this contract, for which federal or state reimbursement has been paid, Contractor must refund the reimbursement if the audit exception is due solely to the Contractor's error or if an overpayment is discovered. If the audit exception is due solely to the DHS's error, the DHS is responsible for the reimbursement. If the audit exception is a joint responsibility, the parties will work together to achieve an equitable resolution.
- 12.3 **Certified audit report.** RESERVED.

13. Contract administration.

- 13.1 **Contractor's compliance with laws and regulations.** Contractor must 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 applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. Contractor declares that it has complied 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.
- 13.2 **Review of JCS, or DHS action.** A Contractor, who is adversely affected by a JCS or DHS decision, may request a review of the decision. A review request may cause the action to be stopped pending the outcome of the review, except in cases where it can be documented that to do so would be detrimental to the health and welfare of clients. The procedure for review has specific steps and timetables that the parties will follow. These procedures are:
 - 13.2.1 Contractor must send a written request for review to the JCS project manager responsible for the contract within 10 days of receipt of the decision in question. The request must document the specific area in question and the remedy desired. The JCS project manager will provide a written response within 10 days.
 - 13.2.2 If the Contractor is dissatisfied with the JCS project manager's response, Contractor will submit to the Chief Juvenile Court Officer within 10 days:
 - 1) The original request.
 - 2) The response received.
 - 3) Any additional information desired.

13.2.3 The Chief Juvenile Court Officer will study the concerns and the action taken and render a decision in writing within 14 days. There may be a meeting to clarify the situation.

13.3 Restrictions on use of funds.

13.3.1 Lobbying efforts. Contractor represents that no federal appropriated funds have been paid or will be paid on behalf of the DHS or Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of 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, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with this contract, Contractor must complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

13.3.2 Unionization. Contractor represents that no funds received or expended will be used in any way to promote or oppose unionization.

13.4 Tobacco smoke prohibited.

13.4.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service contractors 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 or the imposition of an administrative compliance order on the responsible party or both.

13.4.2 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.

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

- 13.6 Amendments.** Amendments shall be executed on a form approved by JCS and the DHS that expressly states the intent of the parties to amend this contract.
- 13.7 Third party beneficiaries.** There are no third party beneficiaries of this contract. This contract benefits only JCS, the DHS, and the Contractor.
- 13.8 Choice of law and forum.** This contract is governed by and must be interpreted under Iowa law, without regard to its choice-of-law provisions. Any litigation arising out of or related to this contract must be brought in Waterloo, Iowa, Black Hawk County District Court for the State of Iowa.
- 13.9 Assignment and delegation.** No party may assign, transfer, or convey in whole or in part this contract without the prior written consent of the other parties. For purposes of this clause, a transfer of a controlling interest in Contractor is an assignment.
- 13.10 Express warranties.** Contractor expressly warrants, within the standards of care used within the industry, all aspects of the services provided or used by it in the performance of this contract. Contractor further expressly warrants that Contractor and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a three year period preceding the effective date of this contract been convicted of, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (b); and (d) have not within a three year period preceding the effective date of this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 13.11 Integration.** This contract represents the entire agreement between the parties and none of the parties are relying on any representation that may have been made that is not included in this contract.
- 13.12 Headings or captions.** The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 13.13 Not a joint venture.** Nothing in this contract creates the relationship of a partnership, joint venture, or other association of any kind, or agent and principal relationship between the parties. Each party is an independent contractor to the other contracting for services and acting toward the mutual benefits derived from this contract. No party, unless otherwise specifically authorized in this contract has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or be binding upon another party to this contract.
- 13.14 Obligations beyond the term of this contract.** This contract will remain in full force and effect to the end of the specified initial term under this contract, and any extensions or renewals thereof, or until terminated or cancelled. All obligations of the parties incurred or existing under this contract as of the date of expiration, termination, or cancellation will survive the termination or conclusion of this contract.

- 13.15 Supersedes former agreements.** This contract supersedes all prior contracts between JCS, the DHS, and Contractor for the services provided in connection with this contract.
- 13.16 Waiver.** No waiver of any initial term of this contract, and any extensions or renewals thereof, constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any initial term, and any extensions or renewals thereof, constitutes a continuing waiver of that term. No waiver is binding unless signed in writing by the waiving party.
- 13.17 Notices.** Notices under this contract must be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this contract is the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" constitutes delivery. Changes to the individuals named below may be made with a written statement to all parties and does not require an amendment to this agreement.

If to JCS: 1st Judicial District of Iowa
Attention: Ruth J. Frush, Chief Juvenile Court Officer
818 LaFayette Street
Waterloo, Iowa 50704-4724

If to DHS: Iowa Department of Human Services
Attention: Wendy Rickman, Administrator
Division of BDPSFAC
1305 E. Walnut
Des Moines, Iowa 50319-0114

If to Contractor: Edgewood-Colesburg CSD
Attention: President
403 W. Union Street
Edgewood, Iowa 52042

- 13.18 Cumulative rights.** The various rights, powers, options, elections and remedies of any party provided in this contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.
- 13.19 Severability.** If a court of competent jurisdiction determines that any provision of this contract is invalid or unenforceable, such a determination will not affect the validity or enforceability of any other part or provision of this.
- 13.20 Time is of the essence.** Time is of the essence with respect to the performance of the terms of this contract.

13.21 Authorization. Each party to this contract represents to the other parties that:

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

13.21.2 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.

13.22 Successors in interest. This contract binds and inures to the benefit of all parties and their successors, assigns, and legal representatives.

13.23 Record retention and access. Contractor must maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to JCS and the DHS throughout the term of this contract, and any extensions or renewals thereof, for a period of at least 7 years following the date of final payment or completion of any required audit, whichever is later. Contractor must 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 Contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to this. Contractor must not impose a charge for audit or examination of Contractor's books and records.

13.24 Additional provisions. The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

13.25 Further assurances and corrective instruments. The parties agree that they will, from time to time, 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 this contract.

14. Contract Execution. In consideration of the mutual covenants in this contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this contract and have caused their duly authorized representatives to execute this contract.

Juvenile Court Services, 1st Judicial District of Iowa		Iowa Department of Human Services	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: Ruth J. Frush, Chief Juvenile Court Officer		Printed Name: Wendy Rickman, LISW, Division Administrator	

Approved as to legal form and content:		Edgewood-Colesburg CSD	
Tyuo Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: Jeff Peterzalek, Assistant Attorney General		Printed Name:	

EXHIBIT A

SCOPE OF WORK

The program will be directed to primarily serve students attending the District's middle and high schools. The School Coach position shall be a full-time position. The School Coach Caseload emphasis shall be first on students under the jurisdiction of Juvenile Court Services and then on at-risk students identified by the school/JCS as being in need of School Coaching services. School Coaching Service components will include specific training to develop and enhance anger management in the form of individual skill building.

Provider Performance – Individual Skill Building

Provider agrees to provide individual skill building for moderate to high risk youth referred by JCS. The Provider's duties shall include, but not limited to, the following and shall be performed in the time period specified:

- a. Assist with the transitioning of youth from out of home placement that are re-entering the school system. This may include, but is not limited to, visiting the youth at the facility where they currently reside, attend staffings, attend consultations with JCS, other professionals, and family members involved with the child's case.
- b. Have regular face to face contact with youth in the school setting referred by JCS who are identified as moderate to high risk to reoffend.
- c. Assist referred youth with identified life skills needs.
- d. Motivate referred youth towards more pro-social behaviors.
- e. Connect youth and family to resources in the school and community and follow up as necessary.
- f. Communicate regularly with Juvenile Court Officers and parents.
- g. Communicate regularly with teachers, administrators and other school personnel.
- h. A complete annual report on individual life skill cases shall be submitted to the Chief Juvenile Court Officer by August 1 following the end of the contracted state fiscal year that includes but is not limited to, the following information:
 - Information shall be itemized by programming site.
 - Number of youth served.
 - Age, sex, and race of the youth.