

**Iowa Health and Human Services  
DIVISION OF PUBLIC HEALTH  
SERVICE AGREEMENT  
SERV588(2023)(SME)(xx)**

This Contract is for Medicolegal Death Investigator Training. The parties are identified and agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES**

**1.1** The Division of Public Health (“Agency”) is authorized to enter into this Contract. Agency’s address is Lucas State Office Building, 321 East 12th Street, Des Moines, Iowa 50319-0075.

**1.2** \_\_\_\_\_ **County Board of Supervisors** (“Contractor”), a county governmental entity, is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor’s address is \_\_\_\_\_

**1.3 IowaGrants:**

It is the Contractor’s sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking components including contractual forms, reporting forms, and claims submission.

The Contractor designates \_\_\_\_\_ as the Grantee Contact in IowaGrants ([www.iowaGrants.gov](http://www.iowaGrants.gov)) who shall regulate and assign access of appropriate individuals to this grant site.

All contract-related communications shall occur through the correspondence component of the grant site within IowaGrants.

**1.4 Key Personnel for Project Implementation:**

The following individual(s) shall be considered key personnel for purposes of fulfilling work and services of this contract:

Agency Personnel

<b>Name</b>	<b>Title</b>	<b>Email Address</b>	<b>Phone Number</b>
Dennis F. Klein, MD	Bureau Chief	<a href="mailto:Dennis.klein@idph.iowa.gov">Dennis.klein@idph.iowa.gov</a>	515-725-1400
Aaron Hallengren	Program Consultant	<a href="mailto:aaron.hallengren@idph.iowa.gov">aaron.hallengren@idph.iowa.gov</a>	515-725-1400

Contractor Personnel

Name	Title	Email Address	Phone Number
	Project Director or Coordinator		
	Financial Director		
	Name of Person Attending Course		

**SECTION 2. PURPOSE**

The parties have entered into this Contract for the purpose of retaining the Contractor to send a county medical examiner physician/investigator to the Des Moines Area Community College's Medicolegal Death Investigator Training Course held May 1-3, 2023 in Ankeny, IA.

**SECTION 3. DURATION OF CONTRACT**

The term of this Contract shall be May 1, 2023 through May 3, 2023, unless terminated earlier in accordance with the Termination section of this Contract.

**SECTION 4. SCOPE OF SERVICES**

**4.1 Scope of Services.** The Contractor shall provide the following services in accordance with the defined performance criteria as set forth below

**4.1.1** The Contractor shall send \_\_\_\_\_ to the May 1-3, 2020 session of the Medicolegal Death Investigator Training Course in St. Louis, Missouri.

**4.1.2** The Contractor shall follow all directions included in this contract to seek reimbursement for allowed expenses (course registration, travel, and hotel).

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

**4.3 Performance Measure.** The person identified in section 4.1.1 shall be physically present at the May 1-3, 2023 session of the Medicolegal Death Investigator Training Course in Ankeny, Iowa. This course shall be successfully completed as evidenced by submitting to the Agency a copy of the course completion certificate awarded at the end of the course.

The Contractor shall submit any documentation required for the performance measure into the progress reports component of the grant site within IowaGrants.gov.

## SECTION 5. COMPENSATION

**5.1 Pricing.** The Contractor will be reimbursed actual expenses incurred up to \$800 for travel, lodging, and course registration fees only. The maximum reimbursement rates allowed by the State of Iowa for travel to Ankeny are described as follows:

Airline: If applicable, must be the most economical mode of airline travel (coach or economy class). Original receipts including boarding passes/itinerary, original receipts for airport parking and shuttle services between hotel and airport are required to be submitted for reimbursement.

Mileage: If travel is by automobile, \$0.50 per mile (mileage must be documented and the route of travel must include travel from beginning and ending destination points).

Hotel: Daily rate is not limited outside the state of Iowa, but must be reasonable. A detailed original receipt from the hotel is required. Credit card receipts are NOT acceptable for any expense.

Registration: Course registration original receipt is required. No credit card receipts.

**\*\*Food, beverages and gas will not be reimbursed through this grant\*\***

**5.2 Billings.** The Contractor shall complete and submit an invoice, along with copies of original and itemized receipts for the aforementioned reimbursable expenses, and a copy of the course completion certificate within IowaGrants.gov for services rendered in accordance with this Contract within 30 days from the course completion date by June 2, 2023. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 and 11 Iowa Administrative Code 41.1(8A). The Agency may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.

Unless otherwise agreed in writing by the parties, the Agency shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

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

**5.4 Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, or pursuant to any

judgment the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

## **SECTION 6. TERMINATION**

**6.1** This agreement may be terminated by either party with a thirty (30) day written notice.

**6.2 The Contractor's Termination Duties.** The Contractor upon receipt of notice of termination or upon request of the Agency, shall:

**6.2.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Agency may require.

**6.2.2** Immediately cease using and return to the Agency any personal property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

**6.2.3** Comply with the Agency's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

**6.2.4** Cooperate in good faith with the Agency, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

**6.2.5** Immediately return to the Agency any payments made by the Agency for services that were not rendered by the Contractor.

## **SECTION 7. CONFIDENTIAL INFORMATION**

**7.1 Access to Confidential Information.** The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Agency to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall provide to the Agency a written description of its policies and procedures to safeguard confidential information upon request of the Agency. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential data shall remain the property of the Agency at all times.

**7.2 No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Agency, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of

the Agency. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency.

**7.3 Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the confidential information.

**7.4 Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the Agency any unauthorized disclosure of confidential information.

**7.5 Survives Termination.** The Contractor's obligation under this Contract shall survive termination of this Contract.

## **SECTION 8. IT STANDARDS**

The Contractor will comply with and adhere to the following Agency and State information technology standards and provide training to Contractor's employees and subcontractors concerning such standards, procedures and protocols as applicable.

- (1) Data Backup Standard: Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Agency required services.
- (2) Data Stewardship Standard: Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Agency required services.
- (3) Interconnectivity Standard: Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Agency required services.
- (4) Laptop Data Protection Standard: Applicable to Contractors which utilize laptops to process, store, transmit or monitor data essential to the performance of Agency required services or connects to state owned or managed network.
- (5) Removable Storage Encryption Standard: Applicable to Contractors which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of Agency required services.
- (6) Web Application Security Standard: Applicable to Contractors which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web based services.
- (7) Website Accessibility Standard: Applicable to Contractors which develop and maintain Agency web pages.

Current state information technology standards are accessible online at <https://ocio.iowa.gov/home/standards>.

## **Section 9. INDEMNIFICATION**

**9.1 By the Contractor.** The Contractor agrees to indemnify and hold harmless the State of Iowa and the Agency, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or arising from:

**9.1.1** Any breach of this Contract;

**9.1.2** Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

**9.1.3** The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

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

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

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

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

## **9.2 Indemnification by the Agency**

**9.2.1** The Agency shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Contractor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the Agency while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

**9.2.2** If the Agency makes any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, that person shall promptly repay such amounts to the Agency, without interest.

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

## **SECTION 10. WARRANTIES**

**10.1 Concepts, Materials, and Works Produced.** Contractor represents and warrants that all the concepts, materials and works produced, or provided to the Agency pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials and works and the Agency's use of same and the exercise by the Agency of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract.

**10.2 Copyrights and Rights in Data:** Where activities supported by this contract produce an original computer program (including executable computer programs and supporting data in any form), writing, sound recording, pictorial reproduction, drawing or other graphical representation and work of similar nature, the Agency reserves the right to its use, duplication, and disclosure, in whole or in part, in any manner for any purpose whatsoever.

**10.3 Professional Practices.** The Contractor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

**10.4 Conformity with Contractual Requirements.** The Contractor represents and warrants that the Works will appear and operate in conformance with the terms and conditions of this Contract.

**10.5 Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency.

**10.6 Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

## **SECTION 11. CONTRACT ADMINISTRATION**

**11.1 Independent Contractor.** The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any Agency, division or department of the state. Neither the Contractor nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

**11.2 Compliance with the Law** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, or rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, executive orders, and orders when performing the work and services under this Contract, including without limitation the following: all laws applicable to the prevention of discrimination in employment (including Iowa Code section 19B.7 and chapter 216), all laws applicable to the nondiscriminatory provision of services or benefits, all laws applicable to accessibility of facilities, and all laws applicable to the use of targeted small businesses as subcontractors or suppliers.

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

The Contractor may be required to submit its affirmative action plan, containing goals and time specifications and accessibility plans and policies, to the State to comply with the requirements of 11 IAC chapter 121.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

The Contractor agrees that compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the Department of Administrative Services prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor, its successors, and assignees. Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the Agency may cancel, terminate, or suspend, in whole or in part, this Contract. The Agency may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law.

The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.



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

**11.4 Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency and the Contractor.

**11.5 Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

**11.6 Assignment and Delegation.** This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

**11.7 Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

**11.8 Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**11.9 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 here from. 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 this Contract.

**11.10 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 the activities and obligations of this Contract, and for any default of activities and obligations.

**11.11 Supersedes Former Contracts or Agreements.** This Contract supersedes all prior Contracts or Agreements between the Agency and the Contractor for the services provided in connection with this Contract.

**11.12 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, 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.

**11.13 Notice**

**11.13.1** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Agency: Division of Public Health  
Attn: Aaron Hallengren  
Iowa Office of the State Medical Examiner  
2250 South Ankeny Boulevard  
Ankeny, Iowa 50023

If to the Contractor: \_\_\_\_\_ County Board of Supervisors  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_

**11.13.2** Each such notice shall be deemed to have been provided:

**11.13.2.1** At the time it is actually received; or,

**11.13.2.2** Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

**11.13.2.3** Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

**11.13.3** 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 and as provided herein.

**11.14 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.

**11.15 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of this Contract.

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

**11.16.1** The signatory has the right, power and authority to enter into this Contract and to bind the party represented by the signatory to this Contract.

**11.16.2** The party has the right, power, and authority to perform its obligations under this Contract.

**11.16.3** The party 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.

**11.17 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.

**11.18 Solicitation.** The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency accepting bona fide employees or selling agents maintained for the purpose of securing business.

**11.19 Obligations beyond Contract Term.** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

**11.20 Delay or Impossibility of Performance.** The Contractor shall not be in default under this Contract if 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 the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of this Contract.

**11.21 Recovery of Funds.** If the Agency or any state or federal agency determines that the Contractor has been reimbursed for any cost that is unallowable, unallocable, or unreasonable under this contract, the Contractor shall repay those funds within thirty (30) business days of receiving written notice from the Agency. The Agency may additionally withhold any payment under this contract if the Contractor fails to repay those funds by the established deadline. The Contractor's obligation to repay funds survives the termination of this contract.

## **SECTION 12. 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 Contract and have caused their duly authorized representatives to execute this Contract.

For and on behalf of the Agency:

For and on behalf of the Contractor:

\_\_\_\_\_  
Ken Sharp, MPA, Operations Deputy  
Division of Public Health

\_\_\_\_\_  
Name \_\_\_\_\_  
\_\_\_\_\_ County Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_