

THOMAS J. MILLER  
ATTORNEY GENERAL

JANELLE MELOHN  
DIVISION DIRECTOR



**Department of Justice**  
CRIME VICTIM ASSISTANCE DIVISION

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ATTENTION: CRIME VICTIM ASSISTANCE

CRIME VICTIM ASSISTANCE DIVISION BUILDING, GROUND FLOOR  
321 E. 12TH STREET  
DES MOINES, IA 50319

PHONE: 515.281.5044  
800.373.5044  
FAX: 515.281.8199

<b>Program Name and Address:</b> <i>Crisis Center &amp; Women's Shelter</i> <i>P.O. Box 446</i> <i>Ottumwa, IA 52501</i>	<b>Contract Number:</b> <i>TF-14-22</i>
	<b>Contract Period:</b> <i>July 1, 2013-December 31, 2013</i>
	<b>Award Amount:</b> <i>\$126,461</i>
	<b>Match Amount:</b> <i>\$0</i>

### TRANSITION FUNDS (TF) CONTRACT

**THIS CONTRACT** is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the Crisis Center & Women's Shelter (the "Program") in Ottumwa, Iowa.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the Department and the Program agree as follows:

1. **CONTRACT NUMBER:** TF-14-22
2. **CONTRACT PERIOD:** The term of this Contract is for a period of six months, which shall commence on July 1, 2013 through December 31, 2013 inclusive.
3. **AWARD:** The Department agrees to provide funds to the Program in the amount of \$126,461 for goods or services provided in acceptable performance of this agreement. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.
4. **COMPLIANCE:** The Program agrees to comply with the Department rules as contained in the Iowa Administrative Code; 61 IAC Chapter 9, section 9.50 through 9.65, and the policies of the Department. The Program will comply with the contract stipulations outlined below.
  - The Program will provide a breakdown of the Complete Program Budget expense items for review and approval by the Department prior to expending the funds. The personnel costs were miscalculated in the application, so a new Complete Program Budget will need to be submitted to the Department.
5. **SERVICES:** The Program agrees to provide the approved services described in their application for funding. This agreement does not constitute a contract of employment for any employee or subcontractor of the Program.
6. **ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the projected budget submitted with the Program's application, or a budget revision approved by the Department. The Program shall utilize the Department's Claim Voucher forms and provide detailed documentation to support the payment of each claim. Such detailed documentation shall include, but is not limited to receipts, invoices, statements, payroll documentation and match documentation if applicable. The Program shall submit to the Department the completed

Department's Claim Voucher form and the detailed documentation supporting each claim on either a monthly or quarterly basis.

7. **ADJUSTMENTS:** The Department shall administer the funds for this contract contingent upon their availability. The Department will disburse funds only as they are available. This contract may be adjusted to reflect changes in the amount of the available funds.
8. **ADMINISTRATION:** The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice. The Program shall retain all financial records, supporting documents, statistical records and all other records pertinent to the awarding and matching funds, for at least three years following the closure of the most recent audit report.

9. **TERMINATION:**

**9.1. Termination on notice by the Department.** Following 30 days' written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

**9.2. Termination for cause by the Department.** The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs:

9.2.A. The Program fails to observe and perform any covenant, condition or obligation created by the contract;

9.2.B. The Program fails to make substantial and timely progress toward performance of the contract; or

9.2.C. The Program's work product and services fail to conform with the requirements of this contract.

**9.3. Notice of default.** If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may:

9.3.A. Immediately terminate the contract without additional written notice; or

9.3.B. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

**9.4. Termination by the Department due to lack of funds or change in law.** Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth

below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs:

9.4.A. The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract;

9.4.B. If funds are de-appropriated or not allocated;

9.4.C. If the federal government reduces or eliminates the federal grant;

9.4.D. If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or

9.4.E. If the Department's duties are substantially modified.

**9.5. The Program's remedies if the Department terminates the contract due to lack of funds or change in law.** If the Department terminates this contract due to lack of funds or change in law as provided above, the Program's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

**9.6. The Program's duties on termination.** When the Program receives the Department's notice of termination for any reason allowed under this contract, the Program must:

9.6.A. Cease all work under this contract except any work that the Department directs the Program to perform; and

9.6.B. Comply with the Department's instructions for the timely transfer of any active files and related work product.

**9.7. Termination on notice by the Program.** Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

**9.8. Set off.** Should the Department obtain a money judgment against the Program because of a default under this contract, the Program consents to such judgment being set off from moneys owed the Program by the State of Iowa or any other agency of the State of Iowa under any other contract.

**10. INDEMNIFICATION:** The Program agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

10.1 Any Violation of this Agreement by the Program; or

10.2 Any negligent acts or omissions of the Program; or

10.3 The Program's performance or attempted performance of this Agreement; or

10.4 Any failure by the Program to comply with all local, state and federal laws and regulations.

11. **INCORPORATED DOCUMENTS:** This Contract incorporates, as if fully set forth herein, the application and the certified assurances.

12. **ADDITIONAL FUNDS:** If any additional funds become available during the term of this Agreement, the Department, upon its sole discretion, may institute a new application process to distribute those additional funds. Any additional funds awarded may be made part of this Agreement by amendment or addendum to this Agreement.

**CONTRACT ENTERED INTO BY:**

Crisis Center Women's Shelter  
Program Name

Cheryl Brown  
Authorized Representative Signature

3/19/2013  
Date

Cheryl Brown  
Typed Name

Executive Director  
Title

cherylb@ottumwacrisiscenter.org  
E-mail Address

(641) 683-1750  
Telephone

Donna Phillips  
Authorized Department Signature

9/9/13  
Date

Donna J. Phillips  
Typed Name

Victim Services Support Administrator  
Title

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13 AUG 19 11:13 AM



THOMAS J. MILLER  
ATTORNEY GENERAL

JANELLE MELOHN  
DIVISION DIRECTOR

**Department of Justice**  
CRIME VICTIM ASSISTANCE DIVISION

LUCAS BUILDING, GROUND FLOOR  
321 E. 12<sup>TH</sup> STREET  
DES MOINES, IA 50319  
PHONE: 515.281.5044  
800.373.5044  
FAX: 515.281.8199

<b>Program Name and Address:</b> <i>Crisis Intervention &amp; Advocacy Center</i> <i>P.O. Box 40</i> <i>Adel, Iowa 50003</i>	<b>Contract Number:</b> <i>DA-14-1-DAC</i>
	<b>Contract Period:</b> <i>July 1, 2013-June 30, 2014</i>
	<b>Award Amount:</b> <i>\$204,909</i>
	<b>Match Amount:</b> <i>\$0</i>

**STATE DOMESTIC ABUSE CONTRACT**

**THIS CONTRACT** is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the Crisis Intervention & Advocacy Center (the "Program") in Adel, Iowa.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the Department and the Program agree as follows:

1. **CONTRACT NUMBER:** DA-14-1- DAC
2. **CONTRACT PERIOD:** The term of this Contract is for a period of twelve months, which shall commence on July 1, 2013 through June 30, 2014, inclusive.
3. **AWARD:** The Department agrees to provide funds to the Program in the amount of \$204,909 for the goods and services. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.
4. **COMPLIANCE:** The Program agrees to comply with the Department rules as contained in the Iowa Administrative Code; 61 IAC Chapter 9, section 9.50 through 9.65, and the policies of the Department. The Program will comply with the contract stipulations outlined below.
  - The Program will utilize a minimum of 70% of the overall increase in Victim Services Support Program (VSS) funds for new staff positions.
  - The Program will meet the staff certification requirements and standards of the Iowa Coalition Against Domestic Violence (ICADV).
5. **SERVICES:** The Program agrees to provide the approved services described in its application for funding. This agreement does not constitute a contract of employment for any employee or subcontractor of the Program.
6. **ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the projected budget submitted by the Program, or a budget revision approved by the Department. The Program shall utilize the Department's Claim Voucher forms and provide detailed documentation to support the payment of each claim. Such detailed documentation shall include, but is not limited to receipts, invoices, statements, payroll documentation and match

documentation if applicable. The Program shall submit to the Department the completed Department's Claim Voucher form and the detailed documentation supporting each claim on either a monthly or quarterly basis.

7. **ADJUSTMENTS:** The Department shall administer the funds for this contract contingent upon their availability. The Department will disburse funds only as they are available. This contract may be adjusted to reflect changes in the amount of the available funds.
8. **ADMINISTRATION:** The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice. The Program shall retain all financial records, supporting documents, statistical records and all other records pertinent to the awarding and matching funds, for at least three years following the closure of the most recent audit report.
9. **TERMINATION:**
  - 9.1. **Termination on notice by the Department.** Following 30 days' written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

**9.2. Termination for cause by the Department.** The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs:

9.2.A. The Program fails to observe and perform any covenant, condition or obligation created by the contract;

9.2.B. The Program fails to make substantial and timely progress toward performance of the contract; or

9.2.C. The Program's work product and services fail to conform with the requirements of this contract.

**9.3. Notice of default.** If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may:

9.3.A. Immediately terminate the contract without additional written notice; or

9.3.B. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

**9.4. Termination by the Department due to lack of funds or change in law.** Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth

below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs:

9.4.A. The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract;

9.4.B. If funds are de-appropriated or not allocated;

9.4.C. If the federal government reduces or eliminates the federal grant;

9.4.D. If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or

9.4.E. If the Department's duties are substantially modified.

**9.5. The Program's remedies if the Department terminates the contract due to lack of funds or change in law.** If the Department terminates this contract due to lack of funds or change in law as provided above, the Program's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

**9.6. The Program's duties on termination.** When the Program receives the Department's notice of termination for any reason allowed under this contract, the Program must:

9.6.A. Cease all work under this contract except any work that the Department directs the Program to perform; and

9.6.B. Comply with the Department's instructions for the timely transfer of any active files and related work product.

**9.7. Termination on notice by the Program.** Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

**9.8. Set off.** Should the Department obtain a money judgment against the Program because of a default under this contract, the Program consents to such judgment being set off from moneys owed the Program by the State of Iowa or any other agency of the State of Iowa under any other contract.

10. **INDEMNIFICATION:** The Program agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

10.1 Any Violation of this Agreement by the Program; or

10.2 Any negligent acts or omissions of the Program; or

10.3 The Program's performance or attempted performance of this Agreement; or

10.4 Any failure by the Program to comply with all local, state and federal laws and regulations.

11. **INCORPORATED DOCUMENTS:** This Contract incorporates, as if fully set forth herein, the application and the certified assurances.
12. **ADDITIONAL FUNDS:** If any additional funds become available during the term of this Agreement, the Department, upon its sole discretion, may institute a new application process to distribute those additional funds. Any additional funds awarded may be made part of this Agreement by amendment or addendum to this Agreement.

**CONTRACT ENTERED INTO BY:**

Crisis Intervention & Advocacy Center  
Program Name

Linda Grabill  
Authorized Representative Signature

Linda Grabill  
Typed Name

lindagrabill@yahoo.com  
E-mail Address

8-13-13  
Date

Board President  
Title

515-993-4095  
Telephone

Donna J. Phillips  
Authorized Department Signature

Donna J. Phillips  
Typed Name

8/27/13  
Date

Victim Services Support Administrator  
Title





THOMAS J. MILLER  
ATTORNEY GENERAL

JANELLE MELOHN  
DIVISION DIRECTOR

**Department of Justice**  
CRIME VICTIM ASSISTANCE DIVISION

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321 E. 12TH STREET  
DES MOINES, IA 50319  
PHONE: 515.281.5044  
FAX: 515.281.8199

<b>Program Name and Address:</b> <i>Centers Against Abuse &amp; Sexual Assault</i> <i>P.O. Box 996</i> <i>Spencer, Iowa 51301</i>	<b>Contract Number:</b> SA-14-88-SAC
	<b>Contract Period:</b> July 1, 2013-June 30, 2014
	<b>Award Amount:</b> \$279,327
	<b>Match Amount:</b> \$0

**STATE SEXUAL ABUSE CONTRACT**

**THIS CONTRACT** is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the Centers Against Abuse & Sexual Assault (the "Program") in Spencer, Iowa.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the Department and the Program agree as follows:

1. **CONTRACT NUMBER:** SA-14-88-SAC
2. **CONTRACT PERIOD:** The term of this Contract is for a period of twelve months, which shall commence on July 1, 2013 through June 30, 2014 inclusive.
3. **AWARD:** The Department agrees to provide funds to the Program in the amount of \$279,327 for goods or services provided in acceptable performance of this agreement. The Department will not reimburse Centers Against Abuse & Sexual Assault for construction of buildings or the purchase of buildings or land.
4. **COMPLIANCE:** The Program agrees to comply with the Department rules as contained in the Iowa Administrative Code; 61 IAC Chapter 9, section 9.50 through 9.65, and the policies of the Department. The Program will comply with the contract stipulations outlined below.
  - The Program will utilize a minimum of 70% of the overall increase in Victim Services Support Program (VSS) funds for new staff positions.
  - The Program will create a plan to provide Sexual Abuse Comprehensive services in Plymouth and Woodbury Counties.
  - The Program will meet the staff certification requirements and standards for the Iowa Coalition Against Sexual Assault (IowaCASA).
5. **SERVICES:** The Program agrees to provide the approved services described in their application for funding. This agreement does not constitute a contract of employment for any employee or subcontractor of the Program.
6. **ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the projected budget submitted with the Program's application, or a budget revision approved by the Department. The Program shall utilize the Department's Claim Voucher forms and provide

detailed documentation to support the payment of each claim. Such detailed documentation shall include, but is not limited to receipts, invoices, statements, payroll documentation and match documentation if applicable. The Program shall submit to the Department the completed Department's Claim Voucher form and the detailed documentation supporting each claim on either a monthly or quarterly basis.

7. **ADJUSTMENTS:** The Department shall administer the funds for this contract contingent upon their availability. The Department will disburse funds only as they are available. This contract may be adjusted to reflect changes in the amount of the available funds.
  
8. **ADMINISTRATION:** The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice. The Program shall retain all financial records, supporting documents, statistical records and all other records pertinent to the awarding and matching funds, for at least three years following the closure of the most recent audit report.
  
9. **TERMINATION:**
  - 9.1. **Termination on notice by the Department.** Following 30 days' written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.
  
  - 9.2. **Termination for cause by the Department.** The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs:
    - 9.2.A. The Program fails to observe and perform any covenant, condition or obligation created by the contract;
  
    - 9.2.B. The Program fails to make substantial and timely progress toward performance of the contract; or
  
    - 9.2.C. The Program's work product and services fail to conform with the requirements of this contract.
  
  - 9.3. **Notice of default.** If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may:
    - 9.3.A. Immediately terminate the contract without additional written notice; or
  
    - 9.3.B. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

**9.4. Termination by the Department due to lack of funds or change in law.** Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs:

9.4.A. The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract;

9.4.B. If funds are de-appropriated or not allocated;

9.4.C. If the federal government reduces or eliminates the federal grant;

9.4.D. If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or

9.4.E. If the Department's duties are substantially modified.

**9.5. The Program's remedies if the Department terminates the contract due to lack of funds or change in law.** If the Department terminates this contract due to lack of funds or change in law as provided above, the Program's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

**9.6. The Program's duties on termination.** When the Program receives the Department's notice of termination for any reason allowed under this contract, the Program must:

9.6.A. Cease all work under this contract except any work that the Department directs the Program to perform; and

9.6.B. Comply with the Department's instructions for the timely transfer of any active files and related work product.

**9.7. Termination on notice by the Program.** Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

**9.8. Set off.** Should the Department obtain a money judgment against the Program because of a default under this contract, the Program consents to such judgment being set off from moneys owed the Program by the State of Iowa or any other agency of the State of Iowa under any other contract.

10. **INDEMNIFICATION:** The Program agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

10.1 Any Violation of this Agreement by the Program; or

10.2 Any negligent acts or omissions of the Program; or

10.3 The Program's performance or attempted performance of this Agreement; or

10.4 Any failure by the Program to comply with all local, state and federal laws and

regulations.

11. **INCORPORATED DOCUMENTS:** This Contract incorporates, as if fully set forth herein, the application and the certified assurances.
12. **ADDITIONAL FUNDS:** If any additional funds become available during the term of this Agreement, the Department, upon its sole discretion, may institute a new application process to distribute those additional funds. Any additional funds awarded may be made part of this Agreement by amendment or addendum to this Agreement.

**CONTRACT ENTERED INTO BY:**

Centers Against Abuse + Sexual Assault (CAASA)  
Program Name

Julie Schulenberg  
Authorized Representative Signature

8/21/13  
Date

Julie Schulenberg  
Typed Name

Executive Director  
Title

director@caasaonline.org  
E-mail Address

712-242-4612  
Telephone

Donna J. Phillips  
Authorized Department Signature

8/26/13  
Date

Donna J. Phillips  
Typed Name

Victim Services Support Administrator  
Title



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THOMAS J. MILLER  
ATTORNEY GENERAL

JANELLE MELOHN  
DIVISION DIRECTOR

Department of Justice  
CRIME VICTIM ASSISTANCE DIVISION

ATTORNEY GENERAL'S OFFICE  
CRIME VICTIM ASSISTANCE

LUCAS BUILDING, GROUND FLOOR  
321 E. 12<sup>TH</sup> STREET  
DES MOINES, IA 50319  
PHONE: 515.281.5044  
800.373.5044  
FAX: 515.281.8199

<b>Program Name and Address:</b> <i>Rape Victim Advocacy Program</i> <i>University of Iowa</i> <i>332 S. Linn St., Suite 100</i> <i>Iowa City, Iowa 52240</i>	<b>Contract Number:</b> SA-14-54-SW
	<b>Contract Period:</b> July 1, 2013-June 30, 2014
	<b>Award Amount:</b> \$206,000
	<b>Match Amount:</b> \$0

### STATE SEXUAL ABUSE CONTRACT

THIS CONTRACT is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the Rape Victim Advocacy Program, University of Iowa (the "Program") in Iowa City, Iowa.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Department and the Program agree as follows:

1. **CONTRACT NUMBER:** SA-14-54-SW
2. **CONTRACT PERIOD:** The term of this Contract is for a period of twelve months, which shall commence on July 1, 2013 through June 30, 2014 inclusive.
3. **AWARD:** The Department agrees to provide funds to the Program in the amount of \$206,000 for goods or services provided in acceptable performance of this agreement. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.
4. **COMPLIANCE:** The Program agrees to comply with the Department rules as contained in the Iowa Administrative Code; 61 IAC Chapter 9, section 9.50 through 9.65, and the policies of the Department. The Program will comply with the contract stipulations outlined below.
  - Program will participate in a task force/committee designated by the Victim Services Support Program (VSS) regarding the statewide hotlines under the new modernization of victim services including how to use different forms of technology such as texting, twitter, etc.
  - Program will create a plan regarding covering local and regional Sexual Abuse Comprehensive Program crisis lines services after regular business hours and submit it to the Victim Services Support Program for approval.
  - The Program will provide long-term support as needed for survivors of sexual assault. The Program will develop responses on a case-by-case for survivors who need long-term support and multiple contacts, however there should not be a blanket policy with specific limits. As the Department recognizes that a hotline can serve as a useful item on the list of coping skills for sexual assault survivors. Survivors may need long-term hotline support, even over a period of years. Some survivors are extremely limited by geography, income, access to transportation and physical mobility in terms of access to other longer-term support, such as therapy.

- The Program will note the substantial increase in funds is a one-time increase to assist the program in building services and assist local sexual abuse programs while they are transitioning to the new service model for victim services.
5. **SERVICES:** The Program agrees to provide the approved services described in their application for funding. This agreement does not constitute a contract of employment for any employee or subcontractor of the Program.
  6. **ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the projected budget submitted with the Program's application, or a budget revision approved by the Department. The Program shall utilize the Department's Claim Voucher forms and provide detailed documentation to support the payment of each claim. Such detailed documentation shall include, but is not limited to receipts, invoices, statements, payroll documentation and match documentation if applicable. The Program shall submit to the Department the completed Department's Claim Voucher form and the detailed documentation supporting each claim on either a monthly or quarterly basis.
  7. **ADJUSTMENTS:** The Department shall administer the funds for this contract contingent upon their availability. The Department will disburse funds only as they are available. This contract may be adjusted to reflect changes in the amount of the available funds.
  8. **ADMINISTRATION:** The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice. The Program shall retain all financial records, supporting documents, statistical records and all other records pertinent to the awarding and matching funds, for at least three years following the closure of the most recent audit report.
  9. **TERMINATION:**
    - 9.1. **Termination on notice by the Department.** Following 30 days' written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.
    - 9.2. **Termination for cause by the Department.** The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs:
      - 9.2.A. The Program fails to observe and perform any covenant, condition or obligation created by the contract;
      - 9.2.B. The Program fails to make substantial and timely progress toward performance of the contract; or
      - 9.2.C. The Program's work product and services fail to conform with the requirements of this contract.
    - 9.3. **Notice of default.** If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately

remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may:

9.3.A. Immediately terminate the contract without additional written notice; or

9.3.B. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

**9.4. Termination by the Department due to lack of funds or change in law.** Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs:

9.4.A. The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract;

9.4.B. If funds are de-appropriated or not allocated;

9.4.C. If the federal government reduces or eliminates the federal grant;

9.4.D. If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or

9.4.E. If the Department's duties are substantially modified.

**9.5. The Program's remedies if the Department terminates the contract due to lack of funds or change in law.** If the Department terminates this contract due to lack of funds or change in law as provided above, the Program's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

**9.6. The Program's duties on termination.** When the Program receives the Department's notice of termination for any reason allowed under this contract, the Program must:

9.6.A. Cease all work under this contract except any work that the Department directs the Program to perform; and

9.6.B. Comply with the Department's instructions for the timely transfer of any active files and related work product.

**9.7. Termination on notice by the Program.** Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

9.8. **Set off.** Should the Department obtain a money judgment against the Program because of a default under this contract, the Program consents to such judgment being set off from moneys owed the Program by the State of Iowa or any other agency of the State of Iowa under any other contract.

10. **INDEMNIFICATION:** The Program agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

10.1 Any Violation of this Agreement by the Program; or

10.2 Any negligent acts or omissions of the Program; or

10.3 The Program's performance or attempted performance of this Agreement; or

10.4 Any failure by the Program to comply with all local, state and federal laws and regulations.

11. **INCORPORATED DOCUMENTS:** This Contract incorporates, as if fully set forth herein, the application and the certified assurances.

12. **ADDITIONAL FUNDS:** If any additional funds become available during the term of this Agreement, the Department, upon its sole discretion, may institute a new application process to distribute those additional funds. Any additional funds awarded may be made part of this Agreement by amendment or addendum to this Agreement.

**CONTRACT ENTERED INTO BY:**

University of Iowa, on behalf of the  
Rape Victim Advocacy Program

Program Name

Authorized Representative Signature

*Jennifer Lassner*  
Jennifer Lassner  
Executive Director

Date

9/17/13

Typed Name Division of Sponsored Programs

Title

dsp contracts@uiowa.edu

319-335-2123

E-mail Address

Telephone

Authorized Department Signature

Date

*Donna J. Phillips*

Typed Name

*Victim Services Support Administrator*

Title





THOMAS J. MILLER  
ATTORNEY GENERAL

JANELLE MELOHN  
DIVISION DIRECTOR

**Department of Justice**  
CRIME VICTIM ASSISTANCE DIVISION

RECEIVED  
14 FEB -7 AM 11:00  
ATTORNEY GENERAL'S OFFICE  
CRIME VICTIM ASSISTANCE DIVISION

LUCAS BUILDING, GROUND FLOOR  
321 E. 12TH STREET  
DES MOINES, IA 50319  
PHONE: 515.281.5044  
800.373.5044  
FAX: 515.281.8199

<b>Program Name and Address:</b> <i>Iowa Statewide Domestic Abuse Hotline Children &amp; Families of Iowa 1111 University Avenue Des Moines, Iowa 50314</i>	<b>Contract Number:</b> <i>DA-14-28-SW, Adjustment #1</i>
	<b>Contract Period:</b> <i>July 1, 2013-June 30, 2014</i>
	<b>Award Amount:</b> <b>From:</b> <i>\$174,222</i> <b>To:</b> <i>\$159,222</i>
	<b>Match Amount:</b> <i>\$0</i>

**STATE DOMESTIC ABUSE CONTRACT**

**THIS CONTRACT** is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the Iowa Statewide Domestic Abuse Hotline, Children & Families of Iowa (the "Program") in Des Moines, Iowa.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the Department and the Program agree as follows:

1. **CONTRACT NUMBER:** DA-14-28-SW, Adjustment #1
2. **CONTRACT PERIOD:** The term of this Contract is for a period of twelve months, which shall commence on July 1, 2013 through June 30, 2014, inclusive.
3. **AWARD:** The Department agrees to provide funds to the Program in the amount of \$159,222 for the goods and services. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.
4. **COMPLIANCE:** The Program agrees to comply with the Department rules as contained in the Iowa Administrative Code; 61 IAC Chapter 9, section 9.50 through 9.65, and the policies of the Department. The Program will comply with the contract stipulations outlined below.
  - The Program will participate in a task force/committee designated by the Victim Services Support Program (VSS) regarding the statewide hotlines under the new modernization of victim services including how to use different forms of technology such as texting, twitter, etc.
  - The Program will create a plan regarding covering local and regional Sexual Abuse Comprehensive Program crisis line services after regular business hours and submit it to the Victim Services Support Program for approval.
  - The Program will note the substantial increase in funds is a one-time increase to assist the program in building services and assist local domestic abuse programs while they are transitioning to the new service model for victim services.

5. **SERVICES:** The Program agrees to provide the approved services described in its application for funding. This agreement does not constitute a contract of employment for any employee or subcontractor of the Program.
6. **ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the projected budget submitted by the Program, or a budget revision approved by the Department. The Program shall utilize the Department's Claim Voucher forms and provide detailed documentation to support the payment of each claim. Such detailed documentation shall include, but is not limited to receipts, invoices, statements, payroll documentation and match documentation if applicable. The Program shall submit to the Department the completed Department's Claim Voucher form and the detailed documentation supporting each claim on either a monthly or quarterly basis.
7. **ADJUSTMENTS:** The Department shall administer the funds for this contract contingent upon their availability. The Department will disburse funds only as they are available. This contract may be adjusted to reflect changes in the amount of the available funds.
8. **ADMINISTRATION:** The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice. The Program shall retain all financial records, supporting documents, statistical records and all other records pertinent to the awarding and matching funds, for at least three years following the closure of the most recent audit report.
9. **TERMINATION:**
  - 9.1. **Termination on notice by the Department.** Following 30 days' written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.
  - 9.2. **Termination for cause by the Department.** The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs:
    - 9.2.A. The Program fails to observe and perform any covenant, condition or obligation created by the contract;
    - 9.2.B. The Program fails to make substantial and timely progress toward performance of the contract; or
    - 9.2.C. The Program's work product and services fail to conform with the requirements of this contract.
  - 9.3. **Notice of default.** If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may:
    - 9.3.A. Immediately terminate the contract without additional written notice; or

**9.3.B.** Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

**9.4. Termination by the Department due to lack of funds or change in law.** Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs:

**9.4.A.** The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract;

**9.4.B.** If funds are de-appropriated or not allocated;

**9.4.C.** If the federal government reduces or eliminates the federal grant;

**9.4.D.** If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or

**9.4.E.** If the Department's duties are substantially modified.

**9.5. The Program's remedies if the Department terminates the contract due to lack of funds or change in law.** If the Department terminates this contract due to lack of funds or change in law as provided above, the Program's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

**9.6. The Program's duties on termination.** When the Program receives the Department's notice of termination for any reason allowed under this contract, the Program must:

**9.6.A.** Cease all work under this contract except any work that the Department directs the Program to perform; and

**9.6.B.** Comply with the Department's instructions for the timely transfer of any active files and related work product.

**9.7. Termination on notice by the Program.** Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

**9.8. Set off.** Should the Department obtain a money judgment against the Program because of a default under this contract, the Program consents to such judgment being set off from moneys owed the Program by the State of Iowa or any other agency of the State of Iowa under any other contract.

10. **INDEMNIFICATION:** The Program agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

10.1 Any Violation of this Agreement by the Program; or

10.2 Any negligent acts or omissions of the Program; or

10.3 The Program's performance or attempted performance of this Agreement; or

10.4 Any failure by the Program to comply with all local, state and federal laws and regulations.

11. **INCORPORATED DOCUMENTS:** This Contract incorporates, as if fully set forth herein, the application and the certified assurances.

12. **ADDITIONAL FUNDS:** If any additional funds become available during the term of this Agreement, the Department, upon its sole discretion, may institute a new application process to distribute those additional funds. Any additional funds awarded may be made part of this Agreement by amendment or addendum to this Agreement.

**CONTRACT ENTERED INTO BY:**

Children & Families of Iowa - Domestic Violence Services  
Program Name

Gloria Gray  
Authorized Representative Signature

2-5-2014  
Date

Gloria Gray  
Typed Name

CEO  
Title

gloriag@cfiowa.org  
E-mail Address

515-697-7920  
Telephone

Donna J. Phillips  
Authorized Department Signature

2/7/14  
Date

Donna J. Phillips  
Typed Name

Victim Services Support Administrator  
Title

RECEIVED  
14 FEB -7 AM 11:00  
ATTN: VICTIM ASSISTANCE  
CRIME VICTIM ASSISTANCE OFFICE



THOMAS J. MILLER  
ATTORNEY GENERAL

JANELLE MELOHN  
DIVISION DIRECTOR

**Department of Justice**  
CRIME VICTIM ASSISTANCE DIVISION

LUCAS BUILDING, GROUND FLOOR  
321 E. 12<sup>TH</sup> STREET  
DES MOINES, IA 50319

PHONE: 515.281.5044  
800.373.5044  
FAX: 515.281.8199

<b>Program Name and Address:</b> <i>Domestic/Sexual Assault Outreach Center P.O. Box 773 Fort Dodge, Iowa 50501</i>	<b>Contract Number:</b> <i>DA-14-45-SH</i>
	<b>Contract Period:</b> <i>July 1, 2013-June 30, 2014</i>
	<b>Award Amount:</b> <i>\$297,297</i>
	<b>Match Amount:</b> <i>\$0</i>

**STATE DOMESTIC ABUSE CONTRACT**

**THIS CONTRACT** is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the Domestic/Sexual Assault Outreach Center (the "Program") in Fort Dodge, Iowa.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the Department and the Program agree as follows:

1. **CONTRACT NUMBER:** DA-14-45-SH
2. **CONTRACT PERIOD:** The term of this Contract is for a period of twelve months, which shall commence on July 1, 2013 through June 30, 2014, inclusive.
3. **AWARD:** The Department agrees to provide funds to the Program in the amount of \$297,297 for the goods and services. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.
4. **COMPLIANCE:** The Program agrees to comply with the Department rules as contained in the Iowa Administrative Code; 61 IAC Chapter 9, section 9.50 through 9.65, and the policies of the Department. The Program will comply with the contract stipulations outlined below.
  - The Program will utilize a minimum of 70% of the overall increase in Victim Services Support Program (VSS) funds for new staff positions.
  - The Program will need to provide a more adequate plan for alternative shelter options for victims throughout entire service area; including but not limited to, transitional housing, emergency hotel/motel, partnerships with landlords, safe homes and rapid-rehousing, etc.
  - The Program will create at least one Housing/Economic Advocate position, housed outside of the shelter facility, to be mobile throughout the service area to assist in securing alternative means of shelter for victims.
5. **SERVICES:** The Program agrees to provide the approved services described in its application for funding. This agreement does not constitute a contract of employment for any employee or subcontractor of the Program.

6. **ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the projected budget submitted by the Program, or a budget revision approved by the Department. The Program shall utilize the Department's Claim Voucher forms and provide detailed documentation to support the payment of each claim. Such detailed documentation shall include, but is not limited to receipts, invoices, statements, payroll documentation and match documentation if applicable. The Program shall submit to the Department the completed Department's Claim Voucher form and the detailed documentation supporting each claim on either a monthly or quarterly basis.
7. **ADJUSTMENTS:** The Department shall administer the funds for this contract contingent upon their availability. The Department will disburse funds only as they are available. This contract may be adjusted to reflect changes in the amount of the available funds.
8. **ADMINISTRATION:** The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice. The Program shall retain all financial records, supporting documents, statistical records and all other records pertinent to the awarding and matching funds, for at least three years following the closure of the most recent audit report.
9. **TERMINATION:**
  - 9.1. **Termination on notice by the Department.** Following 30 days' written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.
  - 9.2. **Termination for cause by the Department.** The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs:
    - 9.2.A. The Program fails to observe and perform any covenant, condition or obligation created by the contract;
    - 9.2.B. The Program fails to make substantial and timely progress toward performance of the contract; or
    - 9.2.C. The Program's work product and services fail to conform with the requirements of this contract.
  - 9.3. **Notice of default.** If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may:
    - 9.3.A. Immediately terminate the contract without additional written notice; or
    - 9.3.B. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

**9.4. Termination by the Department due to lack of funds or change in law.** Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs:

9.4.A. The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract;

9.4.B. If funds are de-appropriated or not allocated;

9.4.C. If the federal government reduces or eliminates the federal grant;

9.4.D. If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or

9.4.E. If the Department's duties are substantially modified.

**9.5. The Program's remedies if the Department terminates the contract due to lack of funds or change in law.** If the Department terminates this contract due to lack of funds or change in law as provided above, the Program's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

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**9.7. Termination on notice by the Program.** Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

**9.8. Set off.** Should the Department obtain a money judgment against the Program because of a default under this contract, the Program consents to such judgment being set off from moneys owed the Program by the State of Iowa or any other agency of the State of Iowa under any other contract.

**10. INDEMNIFICATION:** The Program agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

10.1 Any Violation of this Agreement by the Program; or

- 10.2 Any negligent acts or omissions of the Program; or
- 10.3 The Program's performance or attempted performance of this Agreement; or
- 10.4 Any failure by the Program to comply with all local, state and federal laws and regulations.

11. **INCORPORATED DOCUMENTS:** This Contract incorporates, as if fully set forth herein, the application and the certified assurances.

12. **ADDITIONAL FUNDS:** If any additional funds become available during the term of this Agreement, the Department, upon its sole discretion, may institute a new application process to distribute those additional funds. Any additional funds awarded may be made part of this Agreement by amendment or addendum to this Agreement.

**CONTRACT ENTERED INTO BY:**

Domestic/ Sexual Assault Outreach Center

Program Name

Connie Harris  
Authorized Representative Signature

8/5/13  
Date

Connie Harris  
Typed Name

Executive Director  
Title

connieh@dsaca.com  
E-mail Address

515-955-3273  
Telephone

Donna J. Phillips  
Authorized Department Signature

8/27/13  
Date

Donna J. Phillips  
Typed Name

Victim Services Support Administrator  
Title