

## CONTRACT DECLARATIONS AND EXECUTION

<b>RFP #</b>	<b>Contract #</b>
ACFS-11-114	ACFS-12-004

<b>Title of Contract</b>
Child Welfare Emergency Services

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

<b>Agency of the State (hereafter "Agency")</b>	
<b>Name/Principal Address of Agency:</b> Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319	<b>Agency Billing Contact Name / Address:</b> Kelly Noble Des Moines County DHS 560 Division Burlington, IA 526601 E-mail: knobler@dhs.state.ia.us Phone: (319) 754-4622 ext. 5534
<b>Agency Contract Manager (hereafter "Contract Manager" ) /Address ("Notice Address"):</b> Jim Chesnik Department of Human Services Hoover Building-5th Floor 1305 E Walnut Des Moines, IA 50319-0114	<b>Agency Contract Owner (hereafter "Contract Owner") / Address:</b> Wendy Rickman Iowa Department of Human Services 1305 E. Walnut Street Des Moines, Iowa 50319
<b>E-Mail:</b> jchesni@dhs.state.ia.us	<b>E-Mail:</b> wrickma@dhs.state.ia.us
<b>Phone:</b> (515)-281-9368	
<b>Fax #:</b> (515) 281-6248	

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8F Contract Certification

**Contractor: (hereafter "Contractor")**

<b>Legal Name:</b> Hillcrest Family Services	<b>Contractor's Principal Address:</b> 2005 Asbury Road Dubuque, IA 52001
<b>Tax ID #:</b> 42-0680411	<b>Organized under the laws of:</b> State of Iowa
<b>Contractor's Contract Manager Name/Address ("Notice Address"):</b> Julie Heiderscheit, Vice President of Human Development/COO 2005 Asbury Road Dubuque, IA 52001	<b>Contractor's Billing Contact Name/Address:</b> Michelle Patzner, Director of Finance 2005 Asbury Road Dubuque, IA 52001
<b>Phone:</b> (563) 583-7357 ext. 209	<b>Phone:</b> (563) 583-7357 ext. 225
<b>Fax #:</b> (563) 583-7026	
<b>E-Mail:</b> julie.heiderscheit@hillcrest-fs.org	

<b>Contract Information</b>	
<b>Start Date:</b> 07/01/11	<b>End Date of Base Term of Contract:</b> 06/30/13
<b>Possible Extension(s):</b> The Agency shall have the option to extend this Contract up to 4 additional 1-year extensions.	
<b>Contractor a Business Associate?</b> Yes	<b>Contract Warranty Period (hereafter "Warranty Period"):</b> The term of this Contract, including any extensions.
<b>Contract Include Sharing SSA Data?</b> No	<b>Contract Payments include Federal Funds?</b> Yes <b>CFDA#:</b> N/A
<b>Contractor subject to Iowa Code Chapter 8F?</b> Yes	<b>Contract Contingent on Approval of Another Agency:</b> No
<b>Contractor a Qualified Service Organization?</b> Yes	

**Contract Execution**

This Contract consists of the above information, the attached General Terms for Services Contracts, Special Terms, and all Special Contract Attachments. 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.

The parties hereby agree that the prior Contract for similar services between the Agency and Contractor, known as the POSS Contract for Shelter Care, expires effective June 30, 2011.

<b>Contractor, Hillcrest Family Services</b>		<b>Agency, Iowa Department of Human Services</b>	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: Gary Gansemer		Printed Name: Charles M. Palmer	
Title: President/CEO		Title: Director	

**Iowa Code Chapter 8F**

As a condition of entering into this Contract with the Agency, the Contractor certifies that: 1) it has the information required by Iowa Code Chapter 8F and referenced in Section 2.14.7, Certification *Regarding Iowa Code Chapter 8F* available for inspection by the Agency and the Iowa Legislative Services Agency; and 2) the Contractor is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the Contractor and the requirements of Iowa Code Chapter 8F.

[Certification shall be signed by: 1) An Officer **AND** one member of the Board of Directors; **OR** 2) Two members of the Board of Directors; **OR** 3) The sole proprietor of the Contractor]

<b>Contractor, by:</b>		<b>Contractor, by:</b>	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name:		Printed Name:	
Title:		Title:	

taxes as required by Iowa Code chapter 423; or (2) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

→ **2.14.7 Certification Regarding Iowa Code Chapter 8F.** If the Contractor is or becomes subject to Iowa Code chapter 8F during the current term of this Contract, the Contractor shall comply with the following:

**2.14.7.1** As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

**2.14.7.2** The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

**2.14.7.3** Pursuant to Iowa Code § 8F.4, the Contractor shall file an annual report with the Agency and the Legislative Services Agency within ten (10) months following the end of the Contractor's fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:

**2.14.7.3.1** Financial information relative to the expenditure of state and federal moneys for the prior

year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

**2.14.7.3.2** Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

**2.14.7.3.3** Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

**2.14.7.3.4** Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

**2.14.7.3.5** Any changes in the information submitted in accordance with Iowa Code § 8F.3

**2.14.7.3.6** A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

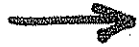
**2.14.7.3.7** In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

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Std. language in all DHS contracts

**BID PROPOSAL CERTIFICATION**

By signing below, Bidder certifies that:



- Bidder accepts and will comply with all Contract Terms and Conditions contained in the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail Form & Certification.
- Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein.
- Bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap;
- No cost or pricing information has been included in the Bidder's Technical Proposal;
- Bidder has received any amendments to this RFP issued by the Agency;
- Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
- The person signing this Proposal certifies that he/she is the person in the Bidder's organization responsible for, or authorized to make decisions regarding the prices quoted and he/she has not participated, and will not participate, in any action contrary to the anti-competitive agreements outlined above;
- Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail Form & Certification. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal;
- Bidder certifies that the bidder organization has sufficient personnel resources available to provide all services proposed by this Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier; and,
- Bidder certifies it is either a) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or b) not a "retailer" of a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The bidder also acknowledges that the Agency may declare the bid void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>.

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency's Request for Proposals (RFP) and offered in the Bidder's Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the requirements of the Agency's RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

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Certification required for bidders on DHS contracts