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ANNUAL AGREEMENT

THIS AGREEMENT is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the _____ (the "Program") based in _____ (City), Iowa.

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

1. **AGREEMENT PERIOD:** The term of this Agreement is for a period of twelve months, which shall commence on July 1, 2016 through June 30, 2017, inclusive.
2. **SERVICES:** The Department agrees to provide reimbursement to the Program for the medication costs related to the sexual abuse examination and/or for any prophylactic care stemming from a sexual assault, for the crime victim as approved by the Department. This agreement does not constitute an agreement of employment for any employee or subcontractor of the Program.
3. **COMPLIANCE:** The Program agrees to comply with the Iowa Code Chapter 141A.1, 915.40 – 41, the policies of the Department and the items set forth in this agreement.
4. **ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the allowable expenses and submit required documentation. The Program shall utilize the Department's reimbursement forms and provide detailed documentation to support the payment of each claim for reimbursement. Such detailed documentation shall include, but is not limited to itemized receipts and invoices. On either a monthly or quarterly basis, the Program shall submit to the Department the completed Department's reimbursement forms and the itemized receipt and, if applicable, a copy of the prescription supporting each medication for which the program seeks reimbursement.
5. **ADJUSTMENTS:** The Department shall disburse the funds for this agreement contingent upon their availability. The Department may adjust this agreement to reflect changes in the amount of the funds as determined by the Department.
6. **ADMINISTRATION:** The Department shall monitor the services and operation of the Program for compliance with this agreement. The Department shall have immediate access to records pertaining to the agreement during working hours, with or without notice, abiding by all required confidentiality laws and regulations. The Program shall retain all financial records, supporting documents, statistical records and all other records pertinent to the agreement, for at least three years following the closure of the most recent audit report.

7. **TERMINATION:**

7.1. Termination on notice by the Department. Following 30 days' written notice, the Department may terminate this agreement 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 expenses provided under this agreement up to and including the date of termination, minus any funds owed the Department.

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

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

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

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

7.3. 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:

7.3.A. Immediately terminate the agreement without additional written notice; or

7.3.B. Enforce the terms and conditions of the agreement 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 agreement.

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

7.4.A. If funds are de-appropriated or not allocated;

7.4.B. If the federal government reduces or eliminates the federal grant;

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

7.4.D. If the Department's duties are substantially modified.

7.5. The Program's remedies if the Department terminates the agreement due to lack of funds or change in law. If the Department terminates this agreement 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.

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

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

7.7. Termination on notice by the Program. Following 30 days' written notice, the Program may terminate this agreement 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 agreement up to and including the date of termination, minus any funds owed the Department.

8. **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.

8.1 Any Violation of this Agreement by the Program; or

8.2 Any negligent acts or omissions of the Program; or

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

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

AGREEMENT ENTERED INTO BY:

Program Name

Authorized Representative Signature

Date

Typed Name

Title

E-mail Address

Telephone

Authorized Department Signature

Date

Robert Hamill

Typed Name

Compensation Administrator

Title