

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made by and between Disability Rights IOWA, an Iowa nonprofit corporation ("DRI") and the ARC of Iowa (the Contractor).

RECITALS

To expand its outreach to underserved populations in Iowa, DRI issued a request for proposal to community organizations, colleges and universities in Iowa. The request for proposal was to solicit projects that would promote the full participation by Iowans with disabilities or mental illness in Iowa's presidential preference caucuses. The Contractor submitted a proposal (Attachment A) which met these Goals and DRI accepted the Contractor's proposal.

AGREEMENT

1. **Activities to be completed by contractor.** The contractor will:

- a. perform all activities described in Attachment A (the proposal) ,
- b. participate in one grant planning meeting (by conference call) arranged by DRI staff during September 2019;
- c. provide one short progress update via email by November 15th 2019;
- d. submit a final report in the format provide by DRI, by February 28, 2020.

2. **Contract Period.**

The contract period is October 1, 2019 to February 28, 2020.

3. **Funding.**

In consideration for the Services provided by Contractor pursuant to this Agreement, DRI agrees to pay the Contractor a total of \$4000 (Four Thousand Dollars) when this contract is signed by both parties.

4. **Nonpartisan.** All activities are to be carried out in a nonpartisan manner as required by DRI's federal funding partner.

5. **Funding of Food and Drink prohibited.** Funds may not be used to provide food or beverages.

6. **Lobbying is prohibited.** Funds may not be used to support lobbying activities to influence proposed or pending legislation or appropriations. Specifically, the

#1510584

Contractor is prohibited from using any funds for grass roots lobbying, which consists of appeals to the public suggesting that they contact their elected officials to indicate their support or opposition to pending legislation or to urge those officials to vote in a particular way or for direct lobbying activity designed to influence legislation or appropriations. If the Contractor has any questions about the use of the contract funds or whether an activity constitutes lobbying, the Contractor should immediately contact DRI in writing and obtain DRI's written approval regarding the use of funds before the funds are used.

7. **Status of Parties.**

It is mutually agreed and understood that Contractor is at all times acting and performing Services under this Agreement to DRI as an independent contractor. The sole interest and responsibility of DRI is to ensure that Services under this Agreement are performed and rendered in a competent, efficient and satisfactory manner. As an independent contractor, Contractor acknowledges that it is not entitled to or eligible for any benefits provided by DRI to its employees including but not limited to workers' compensation. Additionally, both parties agree that this is not an exclusive arrangement and that Contractor may provide similar services to

other parties and DRI may hire other individuals or entities to provide it with similar services. Contractor shall inform DRI of any conflicts of interest he may have.

4. **Termination of the Agreement**

(a) Termination Without Cause. This Agreement may be terminated for any reason whatsoever by either party upon ten (10) days prior written notice.

(b) Termination for Cause. In the event that either party shall breach any material covenant or condition of this Agreement, the non-defaulting party may terminate this Agreement at any time; provided, however, that prior to termination, at least ten (10) days written notice shall be given to the defaulting party, and the defaulting party shall be given five (5) days from the date of notice the opportunity to cure such breach, if possible.

(c) Immediate Termination. DRI may terminate this Agreement immediately if DRI determines, in its sole discretion, that Contractor has engaged in any conduct or activity that is detrimental to DRI, its clients, employees, or mission.

5. **Indemnification.**

(a) DRI shall indemnify and hold Contractor harmless from and against all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may result against Contractor as a consequence of any intentional or wrongful conduct caused by DRI, its employees, agents or contractors, in connection with the performance of Services under this Agreement.

(b) Contractor shall indemnify and hold DRI harmless from and against all claims, demands, costs, expenses, liabilities, and losses (including reasonable attorney's fees) which may result against DRI as a consequence of any intentional or wrongful conduct caused by Contractor, its employees, agents or contractors, in connection with the performance of Services under this Agreement.

6. Governing Law. This Agreement shall be construed and governed by the laws of the State of Iowa.

8. Assignment. This Agreement may not be assigned by either party.

9. Notices. All notices, requests, demands or any other formal communication required or permitted shall be in writing. Notice shall be deemed delivered when personally delivered or mailed by certified mail to the parties at the following addresses (or at such other addresses as may be provided by the parties from time to time):

If sent to Contractor: Doug Cunningham
Executive Director
The ARC of Iowa
114 S. 11th Street
West Des Moines, IA 50265

If sent to DRI: Jane Hudson, Executive Director
Disability Rights Iowa
400 East Court Ave., Ste. 300
Des Moines, IA 50309
(515-278-2502x20)
jhudson@driowa.org

10. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11. Modification. Neither this Agreement nor any provision hereof may be amended, waived, discharged or terminated except by an instrument in writing signed by Contractor and

12. This Agreement constitutes the entire understanding between the parties. Any prior agreements between the parties as to the subject matter of this Agreement are hereby expressly terminated.

¹³. Paragraph-Headings. Paragraph headings are for convenience of reference only, and shall not be considered terms of this Agreement.

14. Waiver. No failure by Contractor or DRI to insist upon the strict performance of any provision or term hereof or to exercise any right, power, or remedy upon a breach hereunder, and no acceptance of full or partial payment of any compensation provided hereunder, shall constitute a waiver of any such breach or any such provision or term. To the fullest extent permitted by law, no waiver of any breach shall affect or alter this Agreement and this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

15. Third Party Beneficiaries. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply or establish a third party beneficiary or status of rights in any person except as expressly set forth in this Agreement, and no such third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

In witness thereof, the Parties have executed this agreement on the dates below:

DISABILITY RIGHTS IOWA

By: Jane Hudson

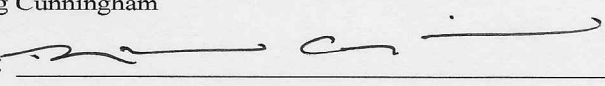
Signature: _____

Its: Executive Director

Date: _____

The ARC of Iowa

BY: Doug Cunningham

Signature:  _____

Its: Executive Director

DATE: 9/10/19 _____

EXHIBIT A

APPLICATION

PROMOTING PARTICIPATION OF IOWANS WITH DISABILITIES IN THE 2020 CAUCUSES

Name of Organization – The Arc of Iowa

Website – www.thearcofiowa.org

Contact – Doug Cunningham | Executive Director

Address – 114 S. 11th Street | West Des Moines, IA 50265

1. Describe the mission of your organization and the activities in which your organization is involved.

Mission - The Arc of Iowa empowers people with intellectual and related disabilities to engage in lifelong opportunities to live, learn, work and play with dignity, freedom and full inclusion in their communities.

Purpose-The Arc was chartered in 1953 and has provided advocacy for people with disabilities throughout Iowa. It represents over 90,000 Iowans affected by intellectual and related disabilities. Through its history, it has helped implement free and public education; community based living and contemporary services. The agency has been a strong partner with local chapters, policy makers and other nonprofits to assure that collaboration occurs so that people can thrive in the community.

The Arc of Iowa provides representation on many public policy boards and committees including:

- Iowa Disability and Aging Network
- Elder Justice Task Force
- Iowa Lifespan Respite Coalition
- Medical Assistance Advisory Council
- Heartland Self Advocacy Resource Network (HSRN)

- 2) Describe any past projects in which the organization successfully met its goals.

- **WorkAbility** – Creation and development of a vending machine business that employs those with unique abilities. Currently we have 28 vending machines in 5 cities across Iowa.
- **Together We Can** – Partner in the Statewide Advocacy and Caregiver Conference
- **Heartland Self Advocacy Network (SOAR Conference)** – Partner in the Multi-state Self-Advocacy Partner Conference

- 3) Provide two references from individuals who are not members of the organization and whom DRI staff can contact about the organization's work and accountability.

Dawn Francis | Director of the SILC
300 E. Locust Street, Suite 330
Des Moines, IA 50309
515-480-3027

Casey Westhoff | Director of Systems Unlimited
2533 Scott Blvd. SE
Iowa City, IA 52240
319-338-9212
casey.westhoff@sui.org

- 4) Explain how members of the organization are sensitive to the strengths and needs of individuals with disabilities and/or mental illness.

The Arc was built as a grassroots organization around kitchen tables, as individuals with disabilities and their families organized and fought for their rights and full inclusion in the community. Through them, the mission of The Arc comes to life and demonstrates the importance of building a future that includes us all. The people of The Arc are parents, friends AND people with disabilities. Today, we know that individuals with mental illness also have the same challenges and in many cases individuals have a dual diagnosis.

The Arc believes people with mental illness, intellectual and/or developmental disabilities¹ (I/DD) must have the right to and be supported to act as self-advocates. Self-advocates exercise their rights as citizens by communicating for and representing

themselves, with supports in doing so, as necessary. This means they have a say in decision-making in all areas of their daily lives and in public policy decisions that affect them.

5) Explain how the organization would work to encourage the political parties to make the caucuses accessible and to promote the full participation of Iowans with disabilities in the caucuses;

We have met with our local Arc Chapters and have their support to host pre-caucus parties for individuals with disabilities in local communities around the state. At these parties, we will encourage each individual to register to vote, learn about the caucus process and develop a buddy system to attend the caucus with on February 3, 2020. Several chapters already host "Meet the Candidate" events that we can expand to include a caucus training outreach.

New Caucus call in (absentee) systems proposed by the Democratic Party are not tested and may not be lawful with rules changes however, local chapters are interested in working with the parties to test new systems to encourage participation from home-bound members. We will also monitor the basic accommodations for people with disabilities and

We will ask each local chapter coordinator to complete a survey that answers:

- What did you learn about the caucus process
- How many individuals with Intellectual and Developmental Disabilities participated in the Caucus Pre-party
- How many individuals with Intellectual and Developmental Disabilities went to the Caucus
- What went well for those who attended the Caucus
- What were the challenges for individuals that attended the Caucus.
- What suggestions do you have for both Democratic and Republican election officials on how to best support individuals with Intellectual and Developmental Disabilities to participate in the Caucus.

6) Explain how the organization will collaborate with other community organizations to achieve the goals of the project.

The Arc of Iowa has chapter representatives in 33 counties across the State of Iowa. We plan to invite those chapters to utilize existing events and to create new opportunities to engage local individuals with intellectual and developmental disabilities to participate in the Caucus.

We will offer communities mini-grants from the funds provided to host events, print fliers, provide transportation and encourage those who live in supported living arrangements to attend the events.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

THE ASSOCIATION FOR RETARDED CITIZENS

2 Business name/disregarded entity name, if different from above

dba THE ARC OF IOWA

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

NON-PROFIT ORGANIZATION 501(C)(3) ENTITY

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

114 S. 11TH STREET

6 City, state, and ZIP code

WEST DES MOINES, IA 50265

Requester's name and address (optional)

DISABILITY RIGHTS IOWA

400 E. COURT AVE, SUITE 300

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

4 2 - 0 8 2 0 3 8 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 9/10/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.