

**441—2.3(23A,225C) Contract provisions.** A contract for service entered into pursuant to this chapter shall include the following provisions, plus other provisions as determined by the director of the department or designee:

**2.3(1) Rate setting.** All contract rates will be set by the department. The contract shall cover the full costs of the department including, but not limited to, any base salary or wage, vacation, applicable leave, and other fringe benefits paid for by the state of Iowa at the time of the contract and any subsequent increases.

**2.3(2) Collective bargaining agreements.** If the department employees to be included in the contract are covered by a collective bargaining agreement, the contractor shall be bound by the applicable collective bargaining agreement. The contractor shall further agree that any decision relative to the collective bargaining agreement between the department and its employees shall be binding on the contractor. Should any provision of the agreement between the parties be found to violate the terms and conditions of an applicable collective bargaining agreement, the provision or condition contained in the agreement entered into pursuant to this chapter shall be void.

**2.3(3) Conditions of employment.** The contract shall not impose any conditions of employment outside of those conditions of employment currently imposed by the state of Iowa.

**2.3(4) Liability.** The contractor agrees to defend, indemnify, and hold harmless the state and the department against all claims, damages, losses, costs, and expenses, including attorney fees, arising out of any services performed pursuant to an agreement entered into under this chapter.

**2.3(5) Private contracting.** A department employee covered by an agreement entered into pursuant to this chapter shall be prohibited from contracting privately with the same contractor.

**2.3(6) Conditions.** All contracts must comply with conditions and negotiations mutually agreed upon by the department and the Iowa department of personnel.

**2.3(7) Term of contract.** Contracts shall be for a specific term and shall be cosigned by the department and the Iowa department of personnel on behalf of the state of Iowa and by the contractor.

**2.3(8) Copies of contract.** Copies of the contract shall be maintained by the respective division, the business office of the respective campus, and the contractor.

**2.3(9) Program name.** Without the prior written approval of the director, the entity seeking to contract with the state shall not use or cause to be used a name for the program or project that is in any way similar to the name or part of the name of the institution.