**AGREEMENT**

**Between the Iowa Insurance Division and Bindery 1, Inc.**

The Iowa Insurance Division (the “Division”) has entered into an agreement (the “Agreement”) with Bindery 1, Inc., 1631 E. Aurora Ave, Des Moines, Iowa 50313, whereby Bindery 1, Inc., shall provide printing and mail service for the Senior Health Insurance Information Program (“SHIIP”), a bureau of the Division. The terms of the Agreement are as follows:

1. The Division and the Bindery 1, Inc. are entering into this Agreement for the term of March 21, 2016 through March 20, 2019. Bindery 1, Inc. is a sole source vendor pursuant to 11 Iowa Administrative Code rules 117.5 and 118.7. The parties shall agree to terms of printing and mailing for each set of services needed by the Division.
2. The first set of printing and mailing services to be provided to the Division by Bindery Inc. shall be as follows:
3. AARP will provide to Bindery 1, Inc. the names and addresses of AARP members in specific counties to be named by SHIIP. This is confidential information and cannot be provided directly to SHIIP. A self-mailer has been developed which invites AARP members to become SHIIP volunteers. Bindery 1, Inc. will print the self-mailer with the following specifications: NCOA, Presort, laser print in black both sides on 24# yellow paper stock with mail merge, fold from 8.5 x 11 and letter fold to either 3.685 x 8.5 or 5.5 x 8.5, tab 2, sort and prep for mail. Delivery to DSM post office
4. These services will commence on the date this Agreement is executed, and conclude by April 15, 2016. The proof draft of the mailer will be approved by SHIIP before printing.
5. These services will be performed at Bindery 1, Inc., Des Moines, Iowa
6. SHIIP will pay the following for the mailing:
7. Metered postage, to be paid to the U.S. Postal Service on behalf of Bindery 1, Inc., for 34,857 units of mail for a total of $8,901.12. The Bindery will provide SHIIP with a copy of the final meter reading.
8. Printing, folding and tabs for the self-mailer, to be paid to Bindery, 1, Inc., for 34,857 units for a total of $4,357.12.
9. The maximum total compensation payable to Bindery 1, Inc. under this Agreement is $4,357.12 and to the US Postal Service is $8,901.12. Bindery 1, Inc. agrees to cease all activities conducted under this Agreement before the bill for its services would exceed that amount.
10. Bindery 1, Inc. shall submit its invoice itemizing work performed after the mailer has been mailed.
11. Other printing and mailing services to be conducted by Bindery 1, Inc. shall be agreed in writing by the Parties and shall become addenda to this Agreement.
12. The status of Bindery 1, Inc., shall be that of an independent contractor. Bindery 1, Inc., its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa (the “State”), the Division, SHIIP or any agency, division or department of the State, simply by virtue of work performed pursuant to this Agreement. Neither Bindery 1, Inc., nor its employees shall be considered employees of the Division or the State for federal or state tax purposes. The DIvision will not withhold taxes on behalf of Bindery 1, Inc., unless required by law.
13. Bindery 1, Inc., represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to SHIIP.
14. Bindery 1, Inc., represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Bindery 1, Inc., pursuant to this Agreement are or will be fully satisfied by Bindery 1, Inc., so that SHIIP will not have any obligations with respect thereto.
15. Bindery 1, Inc., represents and warrants that the Deliverables will comply with any applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinance in effect during the term of this Agreement,
16. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, SHIIP shall have the right to terminate this Agreement without penalty by giving five business days written notice to Bindery 1, Inc., as a result of any of the following:
17. Adequate funds, as determined by SHIIP, are not appropriated or granted to allow SHIIP either to meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or
18. Funds are de-appropriated, reduced, or not allocated, or receipt of funds is delayed, or if any funds or revenues needed by SHIIP to make any payment hereunder are insufficient or unavailable for any other reason, as determined by SHIIP in its sole discretion;
19. Following ten business days’ written notice, SHIIP may terminate this Agreement in whole or in part without the payment of any penalty or incurring any further obligation to Bindery 1, Inc.,. Following termination upon notice, Bindery 1, Inc., shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Agreement to SHIIP up to and including the date of termination.
20. Time is of the essence with respect to Bindery 1, Inc.’s performance of the terms of this Agreement.
21. This Agreement may be amended in writing from time to time by mutual consent of the parties.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

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Tom O’Meara By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant insurance Commissioner Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Iowa Insurance Division Bindery 1, Inc.

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Date Date