

## PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (“Contract”), entered into by and between \_\_\_\_\_ (“School”) and \_\_\_\_\_ (“Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor.** The Contractor shall provide the following services relative to this Contract:

Medicaid data management and billing solutions including the responsibilities and tasks outlined in **Exhibit A**.

**2. Consideration.** The Contractor will be paid at the rates shown in **Exhibit B** for performing the duties set forth above. Total remuneration under this Contract shall not exceed the rates shown in Exhibit B of the amount approved by School’s Board. No expenses for travel will be reimbursed unless specifically authorized by this Contract and approved in advance by School.

**3. Term.** This Contract shall be effective for a period of one (1) year. Pricing and rates shall commence on 1<sup>st</sup> the date products and/or services are delivered to School and shall remain in effect for 12 months following delivery of the products and/or services. This Contract may be renewed under the same terms and conditions, subject to the approval of School’s Board. The term of the renewed contract may not be longer than the term of the original Contract.

**4. Access to Records.** The Contractor and any subcontractors shall maintain all records, data, books, documents, papers, accounting records, and other evidence pertaining to all services supplied under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by School or its authorized designees.

**5. Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without School’s prior written consent.

**6. Assignment of Insurance Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to School all right, title and interest in and to any insurance claims and proceeds the Contractor now has, or may acquire, under insurance policies relating to the products or services which are the subject of this Contract.

**7. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with Indiana law, and audit guidelines specified by IN State Board of Accounts.

**8. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by School.

**9. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the pricing or rates for such work until authorized in writing by School. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by School.

**10. Compliance with Laws.** The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to 2 CFR 200 (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>); 48 CFR 52 (<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-H/part-52>) and Ind. Code 5-22 (<http://iga.in.gov/legislative/laws/2021/ic/titles/005/#5-22>) and all provisions required thereby to be included herein are hereby incorporated by reference. The Contractor and its agents shall abide by all ethical requirements applying to persons who have a business relationship with School as set forth in School board policies. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments, returns, or reports to any governmental entity. The Contractor warrants it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity, and agrees that it will immediately notify School of any such actions. The Contractor warrants the Contractor and any subcontractors shall obtain and maintain all required permits, licenses, registrations, accreditations, certifications, and approvals, and shall comply with all employment, labor, EEOC, E-verify, Medicaid, education, health, safety, and environmental statutes, rules, or regulations in the performance of work activities for School. The Contractor and any principals of the Contractor certify they have and will comply with the requirements under Ind. Code § 5-22-3-7. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

**11. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to School's reasonable satisfaction and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. School shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

**12. Confidentiality of Information.** The Contractor understands and agrees data, materials, and information disclosed to the Contractor will contain protected health information, nonpublic personal information, personally identifiable information, education records, student records, and other confidential and protected information. The Contractor covenants data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of School and only as allowed under laws applicable to such information. If any information protected under confidentiality or privacy laws is disclosed by Contractor, Contractor agrees to pay costs and expenses incurred by School.

**13. Continuity of Services.** The Contractor recognizes that the service(s) to be performed under this Contract are vital to School and must be continued without interruption and that, upon Contract expiration, a successor, either School or another contractor, may continue them. The Contractor agrees for 60 days to: Furnish phase-in training; and Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**14. Debarment and Suspension.** The Contractor certifies by entering into this Contract neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision within the United States. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor certifies it has verified the state

and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify School if any subcontractor becomes debarred or suspended, and shall, at School's request, take all steps required by School to terminate its contractual relationship with the subcontractor for work to be performed under this Contract. Contractor certifies it has not and is not engaging in any "prohibited transactions" which are trade or financial transactions and other dealings in which U.S. persons may not engage unless authorized by OFAC or expressly exempted by statute.

**15. Disputes.** Should any disputes arise with respect to this Contract, the Contractor and School agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees, the existence of a dispute notwithstanding, it will continue without delay to carry out its responsibilities under this Contract that are not affected by the dispute.

**16. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of pandemic, epidemic, weather, nature, act of God, natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds five (5) business days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**17. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Legal proceedings, if any, must be brought in the State of Indiana and the county where School's administrative office is located.

**18. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless School, its board members, agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or any subcontractors in the performance of this Contract.

**19. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, affiliation, association, or joint venture agreement between the parties. School will not assume liability for any illness, sickness, injury, or death to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the Contractor. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees. The Contractor hereby covenants and agrees to conduct adequate background checks on its personnel and make a good faith effort to provide and maintain a drug-free workplace.

**20. Insurance.** The Contractor and any subcontractors shall secure and keep in force during the term of this Contract adequate insurance coverages covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract including: Commercial general liability, including contractual coverage, and products or completed operations coverage, with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence; Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence; Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate; Cyber Liability addressing risks

associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

**21. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**22. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, federal Civil Rights Act of 1964, ADEA, and ADA, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Owner and any applicant or employee of the Contractor or any subcontractor. The Owner is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**23. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail and then first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

Notices to School shall be sent to: principal office address shown in IN Department of Education records.

Notices to the Contractor shall be sent to: address shown in IN Secretary of State records

**24. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by School, (3) notice to bidders/bidding instructions and/or RFP issued by School, (4) Contractor's response to RFP issued by School, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**25. Ownership of Documents and Materials.** All plans, specifications, reports, statements, documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials ("Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to School so that all Materials will be the property of School. If ownership interest in the Materials cannot be assigned to School, the Contractor grants School a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of School, is prohibited. The Contractor shall provide School full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

**26. Penalties/Interest/Attorney's Fees.** All payments shall be made thirty (30) days following receipt of a properly prepared invoice and according to School fiscal policies and procedures. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract. School will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law.

**27. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**28. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**29. Taxes.** School is exempt from most federal, state, and local taxes. School will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**30. Termination for Convenience.** This Contract may be terminated, in whole or in part, by School, whenever, for any reason, School determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall only be compensated for services properly rendered prior to the effective date of termination. When School makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall also be canceled.

**31. Termination for Default.** With the provision of ten (10) business days' notice to the Contractor, School may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond ten (10) business days if School determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

If School terminates this Contract in whole or in part, it may acquire, under the terms and in the manner School considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to School for any excess costs for those supplies or services.

**32. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither School's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to School in accordance with applicable law for all damages to School caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**33. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional, industry, governmental, and technical guidelines and standards. If School becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, School may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

34. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The non-Federal entity placed a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The non-Federal entity will report all suspected or reported violations to the Federal awarding agency. The Contract includes a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity will report all suspected or reported violations to the Federal awarding agency.

35. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable and when involving the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor will be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor will comply with the requirements of 40 U.S.C. 3704 applying to construction work and no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

36. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

37. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). The Contractor will file the required certification. Each tier will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

38. **Procurement of recovered materials**. The Contractor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**39. Domestic Preference for Procurements & Buy American.** As appropriate and to the extent consistent with law, the non-Federal entity, to the greatest extent practicable under a Federal award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section are included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Contractor certifies each end product, except those listed in an addendum to this Contract, is a domestic end product. If the goods, products, or materials are not produced in the United States, Contractor shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

**In Witness Whereof**, the Contractor and School have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Contractor  
By: \_\_\_\_\_

School  
By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
Name and Title, Printed

Date: \_\_\_\_\_

Date: \_\_\_\_\_