

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Tippecanoe County Health Department**, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein.

RECITALS

Tippecanoe County Health Department requires the services of a Recovery Coach duly certified to practice in the State of Indiana to provide substance abuse counseling in connection with Gateway to Hope, and Contractor is a Recovery Coach desiring and able to provide such services on the terms set forth in this Agreement.

SECTION I. DUTIES OF CONTRACTOR

- 1.01 The Contractor shall provide the services described in **Attachment A**, which is attached hereto and made a part hereof.
- 1.02 Contractor certifies that Contractor is a Recovery Coach duly certified to practice in the State of Indiana.
- 1.03 This Agreement is being funded by Drug Free Coalition (Gateway to Hope Counseling) (hereinafter "the Grant"), the terms of which are hereby incorporated by reference. Contractor agrees to comply with the terms of the Grant.

SECTION II. TERM

- 2.01 This Agreement shall commence upon full execution of the parties and shall terminate at the end of the Grant cycle.
- 2.02 This Agreement may be terminated by either party upon thirty (30) days prior written notice.

SECTION III. COMPENSATION

- 3.01 Contractor shall be compensated for services rendered under the Agreement. Payment will be in conformance with **Attachment B** to this Agreement.
- 3.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to County. County shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

SECTION IV. GENERAL PROVISIONS

- 4.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the County in any way.
- 4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of County. In the event that County approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. County shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 4.03 Confidentiality of County Information. Contractor understands that confidential information may be provided to it or obtained from County during the performance of its services that Contractor may not, without prior written consent of the County, disclose such confidential information to a person not in the County's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to County. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the County that is required to be kept confidential by County pursuant to Indiana law.
- 4.04 Insurance.
1. Contractor shall secure and keep in force during the term of this Agreement, the following insurance coverage, 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:
 2. General liability and Professional Liability coverage, with minimum liability

limits of \$1,000,000 per occurrence unless additional coverage is required by the County.

3. Automobile liability (single limit) with minimum liability limits of \$500,000 per occurrence.
- 4 With the prior approval of County, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

4.05 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the County and Tippecanoe County and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The County shall not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the County.

4.06 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:
Jordan Kern
518 N. West Street
Lebanon, IN 46052

To County:
Khala Hochstedler
Tippecanoe County Health Department
20 N. 3rd Street
Lafayette, IN 47901

4.07 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

4.08 Conflict of Interest. Contractor certifies and warrants to County that neither it nor any of its agents, representatives or employees who will participate in the

performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with County.

- 4.09 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the County and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the County of Tippecanoe. Suit, if any, shall be brought in the State of Indiana, County of Tippecanoe.

- 4.10 Attorneys' Fees. Contractor shall be liable to the County for reasonable attorneys' fees incurred by County in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

- 4.11 E-verify: In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Contractor shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

Contractor shall:

- a. Sign and deliver to County a sworn affidavit that affirms that Contractor has enrolled and is participating in the E-Verify program;
- b. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
- c. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

County Commissioner

By: _____

Date: _____

Tippecanoe County Health Department

By: _____

Date: _____

Printed: _____

Title: _____

Contractor

By: _____

Date: _____

SERVICES

Contractor shall furnish professional substance abuse counseling in connection with the Gateway to Hope program for County on an as-needed basis as requested by the Tippecanoe County Health Department.

COMPENSATION

1. County will compensate Contractor at the rate of \$20.00 per hour, measured in 1/4 hour increments, not to exceed \$7,800 annually. This “not to exceed amount” is a maximum and is not a guaranteed contract amount.

2. Contractor shall provide the County with semi-monthly invoices for services performed in a format as required by County together with any supporting documentation as required by County. Contractor shall not invoice the County and shall receive no compensation from County for preparing of invoices and/or supporting documentation or any other activity related to billing or invoicing County for compensation earned under this Agreement. Upon approval of invoices by the County, the County shall pay Contractor for the approved invoice within thirty (30) days of approval.