

STUDENT BEHAVIORAL & MENTAL HEALTH SERVICES CONTRACT

This Student Behavioral & Mental Health Services Contract (“Contract”), entered into by and between Carmel Clay Schools (“School”) and _____ (the “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 services outlined in Exhibit A and following services relative to this Contract: Student Behavioral & Mental Health Services.

2. Fees. The Contractor will be able to charge participants and be paid by participants 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. School is not required to pay, compensate, or reimburse Contractor for any greater amounts under this arrangement.

3. Term. This Contract shall be effective for a period of one (1) year. It shall commence on _____ and shall remain in effect through _____.

4. Access to Records. The Contractor and any subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred 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 the Contractor now has, or may acquire 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 audit guidelines specified by Indiana law, Indiana State Board of Accounts, and School.

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 permissions and 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 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 all signatories hereto.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by

reference. Contractor and any principals of the Contractor certify they have and will comply with the requirements of Ind. Code § 5-22-3-7.

B. The Contractor and its agents shall abide by all policies and procedures adopted and published by School, Indiana state professional licensing boards, Indiana Department of Education, and United States Department of Education.

C. 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 to or reports with any governmental entity within the State of Indiana.

D. The Contractor warrants it and its personnel have no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity or judgments impacting this Contract, and agrees it will immediately notify School of any such actions.

E. The Contractor warrants the Contractor and any subcontractors shall obtain and maintain all required permits, licenses, registrations, certification, accreditations, and approvals, and shall comply with all employment, labor, EEOC, health, safety, and environmental statutes, rules, or regulations in the performance of work activities for School.

11. Condition of Payment. In order to charge fees to participants, all services provided by the Contractor under this Contract must be performed to School's reasonable satisfaction and in accordance with all terms and conditions of this Contract.

12. Confidentiality of Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that 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 in compliance with applicable laws.

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 thirty (30) days after this Contract expires 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 that 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 in the United States.

15. Default by School. If School, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract.

16. 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 that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by School or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against School for such costs.

17. Background & Drug-Free Workplace Certification. 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. The Contractor will give written notice to School within one (1) day after receiving notice that the Contractor or an employee of the Contractor has been arrested, charged, or convicted of any offense listed in Ind. Code § 20-28-5-8. No such person shall be allowed on School property until after written approval has been received from School's board.

18. Employment Eligibility Verification. Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien and all personnel will be authorized to work and reside in the United States.

19. Employment Option. If School determines that it would be in School's best interest to retain the services a subcontractor of the Contractor, the Contractor will release the subcontractor from any non-competition agreements that may be in effect. This release will be at no cost to School or the subcontractor.

20. 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 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 thirty (30) 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.

21. Funding Cancellation. 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 be canceled. A determination by School that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. 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. Suit, if any, must be brought in Hamilton County, Indiana.

23. HIPAA/FERPA Compliance. When this Contract involves goods, services, supplies, or activities subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or Family Educational Rights and Privacy Act ("FERPA"), the Contractor covenants it will appropriately safeguard Protected Health Information ("PHI"), Nonpublic Personal Information ("NPI"), and Personally Identifiable Information ("PII"), and agrees it is subject to, and shall comply with the provisions applicable laws, regulations, and standards regarding use and disclosure of PHI, NPI, and PII.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless School, its board members, officers, agents, contractors, consultants, personnel, legal guardians, participants, 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.

25. 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, association, affiliation, or joint venture agreement

between the parties. School will not assume liability for any injury, sickness, or death to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of Contractor. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees.

26. 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:

1. 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. School is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. 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.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of School shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Cyber Liability if requested by School 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.

27. Key Person(s). If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, School shall have the right to terminate this Contract upon thirty (30) days' prior written notice. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

28. 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.

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

A. Notices to School shall be sent to:

E-mail: _____

B. Notices to the Contractor shall be sent to:

E-mail: _____

30. 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) RFP #_____, (4) Contractor’s response to RFP #_____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

31. Ownership of Documents and Materials. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “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.

32. Payments. All payments shall be made thirty (30) days in arrears. No payments will be made in advance of receipt of the goods, supplies, services, or activities that are the subject of this Contract.

33. Penalties/Interest/Attorney’s Fees. 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.

34. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of School. The term of the renewed contract may not be longer than the term of the original Contract.

35. 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.

36. 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.

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

38. 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 sixty (60) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior

to the effective date of termination. School will not be liable for services performed after the effective date of termination.

39. Termination for Default. With the provision of thirty (30) 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 thirty (30) 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. However, the Contractor shall continue the work not terminated.

39. 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.

40. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional, industry, 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.

50. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. 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.

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 _____

School _____

By: _____

By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____