Misc. 10MISC05 (10)

AGREEMENT TO PROVIDE

PROFESSIONAL CONSULTING SERVICES

TO CLARK COUNTY, INDIANA

THIS AGREEMENT entered into this 28th day of March, 2002, and effective immediately by and between **MAXIMUS, INC.** (hereinafter called the "Consultant") and the **County of Clark**, State of Indiana (hereinafter called the "County").

WITNESSETH THAT

WHEREAS, the County has programs which it operates with Federal funding, and

WHEREAS, the County supports these programs with central services paid from County appropriated funds, and

WHEREAS, the United States government and the State of Indiana may pay a fair share of these costs if supported by an approved cost allocation plan, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements, and will be approved by their representative,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant** - The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services** - The Consultant shall do, perform, and carry out in a good and professional manner the following services:

A. Development of a central services cost allocation plan, which identifies the various costs incurred by the County to support and administer Federal and State programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc.

(CHECK OPTION 1 OR OPTION 2)

____ **OPTION 1 – A one (1) year agreement to prepare the plan based upon year-end financial data for 2001.**

X **OPTION 2 – A three (3) year agreement to prepare plans based upon year-end financial data for 2001, 2002, and 2003.**

B. Negotiation of the completed cost allocation plan with the representatives of the federal cognizant agency or its designee if required.

C. Assistance in preparing the claims to the State for recovery of funds due the County from the Federal and State of Indiana governments. Consultant will also monitor the progress of claims through the State to ensure the County receives recoveries due it. Said monitoring is accomplished when the State provides Consultant with a "Remittance Notice" which details reimbursement amounts to each participating county. Consultant will review "Remittance Notice" to verify amount claimed was basis for State remittance.

3. **Time of Performance** - The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and carry out the purposes of the agreement.

4. **Compensation** - The County agrees to pay the Consultant a sum not to exceed Nine Thousand Five Hundred Dollars ($9,500.00) for each cost allocation plan and associated services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services as further provided herein for said sum.

5. **Method of Payment** - Payment will be made by the County to the Consultant from recovered funds from the Federal and State of Indiana governments, in the agreed upon amount in paragraph 4. The fee shall be paid to the Consultant as follows:

A. Based upon the consultant's estimate of county recoveries, the consultant will submit a bill during the first quarter of the fiscal year that is covered by the plan.

B. Recoveries will be shared equally by the County and Consultant based upon the recoveries identified in the plan until the amount in paragraph 4 is paid in full to the Consultant.

C. Should the County recover from the plan, an amount less than the amount needed to satisfy the Consultant's fees, then no further payment is due the Consultant.

D. It is understood that the funds received by the County after the end of this contract term which funds are received as a result of the work effort of the Consultant during the contract term, and reported to the County Auditor shall be included in the fee computation for the period this contract work is performed and forwarded to Consultant.

6. **Changes** - The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be Furnished by the County** - The Consultant shall provide guidance to the County in determining the data required for claims submission. The County further agrees to provide all data specifically requested, including documentation and information to the Consultant in a timely manner, as well as provide adequate staff for liaison with the Consultant and other agencies of County government. The Consultant shall assume all data so provided is correct. Consultant shall make its best effort to file claims in a timely manner pursuant to Scope of Services. For purposes of this Agreement, data that is requested by the Consultant must be provided within three weeks of the request, or three weeks prior to the filing deadline, whichever would come first, to be deemed to have been received in a timely manner. It is the responsibility of the County to provide the Consultant with payment information upon receipt of disbursements from the State for any and all claims filed pursuant to this Agreement.

8. **Termination of Agreement for Cause** - The County may terminate this Agreement with cause upon giving thirty (30) days written notice to Consultant. Provided however, that prior to termination for default, the County will provide adequate written notice to the Consultant affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. In the event the County terminates this Agreement, Consultant shall be entitled to be paid for professional services and expenses incurred through the effective date of termination. Consultant may terminate this agreement with cause upon giving thirty (30) days written notice to the County. In the event Consultant terminates this Agreement, Consultant shall be entitled to

receive compensation for services rendered and expenses incurred through the effective date of termination.

9. **Information and Reports** - The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request with copies of all documents and other materials prepared or developed in relation with or as part of the project. Provided however, nothing contained herein is intended nor shall it be construed to require Consultant to provide its cost allocation software to the County.

10. **Records and Inspections** - The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. All working papers shall remain the property of Consultant. Consultant shall maintain its working papers for a period of three (3) years from the date of execution of this Agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

11. **Accomplishment of Project** - The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.

12. **Provisions Concerning Certain Waivers** - Subject to applicable law, any right or remedy with the County under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. **Matters to be Disregarded** - The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. **Completeness of Contract** - This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. **Third Parties** - The County and the Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

16. **When Rights and Remedies Not Waived** - In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of such payment by the County while any such breach or default shall exist, shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. **Personnel** - The Consultant represents that he has or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

18. **Consultant Liability If Audited** - The Consultant will assume that all financial and statistical information provided to the Consultant by the County, its employees or representatives is accurate and complete. Any subsequent disallowance of funds is the sole responsibility of the County. The Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.

19. **Copyright** - County acknowledges that the cost allocation plan provided by the Consultant to the County is generated by Consultant's proprietary cost allocation software. . County agrees that all ownership rights and copyrights thereto lie with Consultant. Nothing contained herein is intended nor shall it be construed to require the Consultant to provide such software to the County. County may use the report solely for and on behalf of County's operations.

20. **Severability** - If any term or provision of this Agreement shall be held invalid or unenforceable, they are, to that extent deemed omitted. The rest of this Agreement shall remain in full force and effect.

21. **Notices** - Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

COUNTY
County of Clark
Office of the Auditor
118 City-County Bldg.
501 E. Court
Jeffersonville, IN 47130

CONSULTANT
MAXIMUS, INC.
9100 Purdue Road
Suite 209
Indianapolis, IN 46268

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mail box.

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

CLARK COUNTY

By: _____
(County Official)

Attest: _____
3/28/02

MAXIMUS, INC.

By: _____
David F. Lynn
Vice President