

ATTACHMENT E7:

Subcontractor Agreements

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is made and entered into as of the 15th day of June, 2021, by and between Indiana Disability Determination Consultants, LLC, an Indiana limited liability company ("IDDC"), and Real Talk Consulting, an Indiana limited liability company ("Contractor").

BACKGROUND

- A. IDDC is submitting a proposal (the "Proposal") to the State of Indiana (the "State") to provide Psychiatric/Psychological Services for Medical Chart Review and Evaluation per the Social Security Disability and Supplemental Security Income Guidelines in response to the State's Request for Proposal #22-67771 with a Response Due Date of July 14, 2021 (the "RFP").
- B. Contractor, an Indiana certified **[Minority/Women's]** Business Enterprise (as defined at **IC 4-13-16.5-1/4-13-16.5-1.3**) possesses valuable experience and expertise in the review and determination of mental disability applications and in education and training of adjudicators (the "Services").
- C. In the event IDDC's Proposal is accepted and IDDC is awarded the contract by the State under the RFP (the "State Contract"), it wishes to subcontract with Contractor to provide the Services in accordance with the State Contract.
- D. Contractor is willing to subcontract with IDDC to provide such Services in accordance with the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Services. Contractor shall provide the Services as, when, and where required under the State Contract as requested by IDDC from time to time; provided however, that Contractor agrees to a minimum commitment of not less than four (4) hours per day and three (3) days per week. In consideration of such commitment, IDDC agrees to allocate to Contractor not fewer than 50 cases per week. Contractor will communicate with Joelle Larsen, President of IDDC, or her designee, in connection with the provision of the Services.
- 2. Compensation. IDDC shall pay Contractor, not less frequently than every thirty (30) days, an amount negotiated with IDDC equal to the number of cases reviewed by Contractor as stated on the most recent Claims Voucher submitted by the State to IDDC. Such amount may be adjusted from time by mutual agreement of the parties.

3. Term. The term of this Agreement shall commence upon Contractor's receipt of written notice from IDDC that its Proposal has been selected by the State in response to the RFP and that it will be entering into the State Contract and, unless sooner terminated or extended in accordance with the terms hereof, shall terminate immediately and automatically upon the expiration or termination of the State Contract. This Agreement may be renewed by IDDC upon the same terms and conditions hereof upon renewal of the State Contract. Notwithstanding anything herein, if the State Contract is not awarded to IDDC then IDDC may, by written notice, terminate this Agreement and neither party shall have any liability to the other hereunder.
4. Termination. Upon a breach of any material term hereof by either party, and the failure of such party to cure the same within ten (10) days following written notice from the non-breaching party, the non-breaching party may terminate this Agreement by written notice to the breaching party.
5. Representations and Warranties. Contractor hereby warrants to IDDC the following:
 - a. All of the Services will be performed by a principal of Contractor who will at all times throughout the term of this Agreement be licensed as a Health Service Provider in Psychology in the State of Indiana.
 - b. It has the full power, authority and legal right to enter into this Agreement and to perform all of its respective obligations hereunder and thereunder, as applicable.
 - c. It has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IDDC of any such actions.
 - d. It shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Contractor acknowledges that its failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.
 - e. It is properly registered, is in good standing, and owes no outstanding reports to the Indiana Secretary of State.
 - f. It nor its principal is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.
 - g. It is not engaged in investment activities in Iran.
6. Affirmative Covenants. Contractor agrees and covenants that, throughout the term of this Agreement, it shall:

- a. Maintain its certification as a "Minority Business Enterprise" [Women's Business Enterprise] under IC 4-13-16.5.
- b. Comply, and cause its employees and subcontractors to comply, with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by Contractor pursuant to this Agreement. IDDC will not pay Contractor for any services performed when Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, Contractor shall notify IDDC immediately and IDDC, at its option, may immediately terminate this Agreement.
- c. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, shall not discriminate against any employee or applicant for employment relating to this Agreement 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"). 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 Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between IDDC and any applicant or employee of Contractor or any subcontractor.
- d. 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by Contractor and IDDC to determine whether the provisions of this Agreement require formal modification.
- e. When and if applicable, comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.
- f. Abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC 4-2-6, *et seq.*, IC 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004.

- g. Cause each psychologist performing the Services to provide to IDDC a copy of his/her license as a Health Service Provider in Psychology in the State of Indiana and each renewal thereof.
 - h. Execute any number of amendments to this Agreement, as requested by IDDC from time to time, to incorporate all provisions required to be included in subcontracts for State vendors.
7. Independent Contractor. The parties agree that Contractor is an "independent contractor" as that term is commonly used and is not an employee of IDDC. As such, Contractor is solely responsible for all federal, state, and local taxes, and none shall be withheld from the compensation paid it. Nothing in this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Contractor shall use its independent professional judgment in determining the best methods of providing the Services. Further, as an independent contractor, Contractor may provide the Services or other services to additional clients at its sole discretion. Contractor represents to IDDC that any such other contracts will not interfere with Contractor's full and timely performance of the Services hereunder.
8. Indemnification. Contractor shall indemnify, defend, and hold harmless IDDC, its members, officers, employees, agents, and representatives, from and against any and all claims or threats of claims, costs, losses, liabilities, judgments or liens, including reasonable attorney fees, arising out of any negligent acts or omissions of Contractor, its members, officers, employees, agents, and representatives, in any matter connected with this Agreement. IDDC shall indemnify, defend, and hold harmless Contractor, its members, officers, employees, agents, and representatives, from and against any and all claims or threats of claims, costs, losses, liabilities, judgments or liens, including reasonable attorney fees, arising out of any negligent act or omission of the IDDC, its members, officers, employees, agents, or representatives, in any manner connected with this Agreement.
9. Access to Records. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during this Agreement and for three (3) years from the date of final payment under this Agreement for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
10. Assignment; Successors. Contractor binds its successors and assignees to all the terms and conditions of this Agreement. Contractor shall not assign or subcontract the whole or any part of this Agreement without IDDC's prior written consent, which consent may be withheld in Contractor's sole discretion.
11. Assignment of Antitrust Claims. As part of the consideration for the execution of this Agreement, Contractor assigns to IDDC all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

12. Authority to Bind Contractor. The signatory for Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of Contractor and has obtained all necessary or applicable approvals to make this Agreement fully binding upon Contractor when his/her signature is affixed, and counter-signed by IDDC.
13. 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 the State of Indiana.
14. Merger & Modification. This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.
15. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither IDDC's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to IDDC in accordance with applicable law for all damages to IDDC caused by Contractor's negligent performance of any of the services furnished under this Agreement.
16. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.
- A. Notices to IDDC shall be sent to:
- Joelle Larsen, Ph.D.
10702 Elm Ridge Ct.
Indianapolis, IN 46236
- B. Notices to Contractor shall be sent to:
- Stacia Hill, Ph.D.
Real Talk Consulting
11763 Kittery Dr.
Fishers, IN 46037
17. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

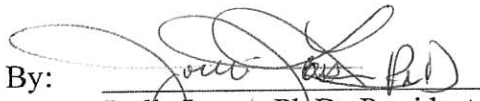
The parties have executed this Subcontractor Agreement as of the date set forth above.

Indiana Disability Determination Consultants, LLC


Real Talk Consulting

[Name of Contractor]

By:


Joelle Larsen Ph.D., President

By:

 President
Stacia Hill, Ph.D., President

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is made and entered into as of the 29th day of June, 2021, by and between Indiana Disability Determination Consultants, LLC, an Indiana limited liability company ("IDDC"), and Amy S. Johnson Consulting, an Indiana limited liability company ("Contractor").

BACKGROUND

- A. IDDC is submitting a proposal (the "Proposal") to the State of Indiana (the "State") to provide Psychiatric/Psychological Services for Medical Chart Review and Evaluation per the Social Security Disability and Supplemental Security Income Guidelines in response to the State's Request for Proposal #22-67771 with a Response Due Date of July 14, 2021 (the "RFP").
- B. Contractor, an Indiana certified **[Minority/Women's]** Business Enterprise (as defined at **IC 4-13-16.5-1/4-13-16.5-1.3**) possesses valuable experience and expertise in the review and determination of mental disability applications and in education and training of adjudicators (the "Services").
- C. In the event IDDC's Proposal is accepted and IDDC is awarded the contract by the State under the RFP (the "State Contract"), it wishes to subcontract with Contractor to provide the Services in accordance with the State Contract.
- D. Contractor is willing to subcontract with IDDC to provide such Services in accordance with the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Services. Contractor shall provide the Services as, when, and where required under the State Contract as requested by IDDC from time to time; provided however, that Contractor agrees to a minimum commitment of not less than four (4) hours per day and three (3) days per week. In consideration of such commitment, IDDC agrees to allocate to Contractor not fewer than 50 cases per week. Contractor will communicate with Joelle Larsen, President of IDDC, or her designee, in connection with the provision of the Services.
- 2. Compensation. IDDC shall pay Contractor, not less frequently than every thirty (30) days, an amount negotiated with IDDC equal to the number of cases reviewed by Contractor as stated on the most recent Claims Voucher submitted by the State to IDDC. Such amount may be adjusted from time by mutual agreement of the parties.
- 3. Term. The term of this Agreement shall commence upon Contractor's receipt of

written notice from IDDC that its Proposal has been selected by the State in response to the RFP and that it will be entering into the State Contract and, unless sooner terminated or extended in accordance with the terms hereof, shall terminate immediately and automatically upon the expiration or termination of the State Contract. This Agreement may be renewed by IDDC upon the same terms and conditions hereof upon renewal of the State Contract. Notwithstanding anything herein, if the State Contract is not awarded to IDDC then IDDC may, by written notice, terminate this Agreement and neither party shall have any liability to the other hereunder.

4. Termination. Upon a breach of any material term hereof by either party, and the failure of such party to cure the same within ten (10) days following written notice from the non-breaching party, the non-breaching party may terminate this Agreement by written notice to the breaching party.
5. Representations and Warranties. Contractor hereby warrants to IDDC the following:
 - a. All of the Services will be performed by a principal of Contractor who will at all times throughout the term of this Agreement be licensed as a Health Service Provider in Psychology in the State of Indiana.
 - b. It has the full power, authority and legal right to enter into this Agreement and to perform all of its respective obligations hereunder and thereunder, as applicable.
 - c. It has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IDDC of any such actions.
 - d. It shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Contractor acknowledges that its failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.
 - e. It is properly registered, is in good standing, and owes no outstanding reports to the Indiana Secretary of State.
 - f. It nor its principal is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.
 - g. It is not engaged in investment activities in Iran.
6. Affirmative Covenants. Contractor agrees and covenants that, throughout the term of this Agreement, it shall:
 - a. Maintain its certification as a "Minority Business Enterprise" [Women's Business Enterprise] under IC 4-13-16.5.
 - b. Comply, and cause its employees and subcontractors to comply, with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by Contractor pursuant to this Agreement. IDDC will not pay Contractor for any services performed when Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any

license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, Contractor shall notify IDDC immediately and IDDC, at its option, may immediately terminate this Agreement.

- c. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, shall not discriminate against any employee or applicant for employment relating to this Agreement 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"). 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 Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between IDDC and any applicant or employee of Contractor or any subcontractor.
 - d. 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by Contractor and IDDC to determine whether the provisions of this Agreement require formal modification.
 - e. When and if applicable, comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.
 - f. Abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC 4-2-6, *et seq.*, IC 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004.
 - g. Cause each psychologist performing the Services to provide to IDDC a copy of his/her license as a Health Service Provider in Psychology in the State of Indiana and each renewal thereof.
 - h. Execute any number of amendments to this Agreement, as requested by IDDC from time to time, to incorporate all provisions required to be included in subcontracts for State vendors.
7. Independent Contractor. The parties agree that Contractor is an "independent contractor" as that term is commonly used and is not an employee of IDDC. As such, Contractor is solely responsible for all federal, state, and local taxes, and none shall be withheld from the compensation paid it. Nothing in this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Contractor shall use its independent professional judgment in determining the best methods of providing the Services. Further, as an independent contractor, Contractor may provide the Services or other services to additional clients at its sole discretion. Contractor represents to IDDC that any such other contracts will not interfere with Contractor's full and timely performance of the Services hereunder.
8. Indemnification. Contractor shall indemnify, defend, and hold harmless IDDC, its members, officers, employees, agents, and representatives, from and against any and all

claims or threats of claims, costs, losses, liabilities, judgments or liens, including reasonable attorney fees, arising out of any negligent acts or omissions of Contractor, its members, officers, employees, agents, and representatives, in any matter connected with this Agreement. IDDC shall indemnify, defend, and hold harmless Contractor, its members, officers, employees, agents, and representatives, from and against any and all claims or threats of claims, costs, losses, liabilities, judgments or liens, including reasonable attorney fees, arising out of any negligent act or omission of the IDDC, its members, officers, employees, agents, or representatives, in any manner connected with this Agreement.

9. Access to Records. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during this Agreement and for three (3) years from the date of final payment under this Agreement for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
10. Assignment; Successors. Contractor binds its successors and assignees to all the terms and conditions of this Agreement. Contractor shall not assign or subcontract the whole or any part of this Agreement without IDDC's prior written consent, which consent may be withheld in Contractor's sole discretion.
11. Assignment of Antitrust Claims. As part of the consideration for the execution of this Agreement, Contractor assigns to IDDC all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.
12. Authority to Bind Contractor. The signatory for Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of Contractor and has obtained all necessary or applicable approvals to make this Agreement fully binding upon Contractor when his/her signature is affixed, and counter-signed by IDDC.
13. 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 the State of Indiana.
14. Merger & Modification. This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.
15. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither IDDC's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to IDDC in accordance with applicable law for all damages to IDDC caused by Contractor's negligent performance of any of the services furnished under this Agreement.
16. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to IDDC shall be sent to:

Joelle Larsen, Ph.D.
10702 Elm Ridge Ct.
Indianapolis, IN 46236

B. Notices to Contractor shall be sent to:

Amy Johnson, Psy.D.
Amy Johnson Consulting
9824 Plantana Blvd
Fishers, IN 46038

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

The parties have executed this Subcontractor Agreement as of the date set forth above.

Indiana Disability Determination Consultants, LLC
Consulting

Amy Johnson

[Name of Contractor]

By: _____

Amy D Johnson PsyD/HSP

Joelle Larsen Ph.D., President

PsyD., President

By: _____

[Signature] *PLD*

Amy Johnson,

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is made and entered into as of the 15th day of June, 2021, by and between Indiana Disability Determination Consultants, LLC, an Indiana limited liability company ("IDDC"), and TroSannhet Enterprises, an Indiana limited liability company ("Contractor").

BACKGROUND

- A. IDDC is submitting a proposal (the "Proposal") to the State of Indiana (the "State") to provide Psychiatric/Psychological Services for Medical Chart Review and Evaluation per the Social Security Disability and Supplemental Security Income Guidelines in response to the State's Request for Proposal #22-67771 with a Response Due Date of July 14, 2021 (the "RFP").
- B. Contractor, an Indiana certified [**Minority/Women's**] Business Enterprise (as defined at **IC 4-13-16.5-1/4-13-16.5-1.3**) possesses valuable experience and expertise in the review and determination of mental disability applications and in education and training of adjudicators (the "Services").
- C. In the event IDDC's Proposal is accepted and IDDC is awarded the contract by the State under the RFP (the "State Contract"), it wishes to subcontract with Contractor to provide the Services in accordance with the State Contract.
- D. Contractor is willing to subcontract with IDDC to provide such Services in accordance with the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Services. Contractor shall provide the Services as, when, and where required under the State Contract as requested by IDDC from time to time; provided however, that Contractor agrees to a minimum commitment of not less than four (4) hours per day and three (3) days per week. In consideration of such commitment, IDDC agrees to allocate to Contractor not fewer than 50 cases per week. Contractor will communicate with Joelle Larsen, President of IDDC, or her designee, in connection with the provision of the Services.
- 2. Compensation. IDDC shall pay Contractor, not less frequently than every thirty (30) days, an amount negotiated with IDDC equal to the number of cases reviewed by Contractor as stated on the most recent Claims Voucher submitted by the State to IDDC. Such amount may be adjusted from time by mutual agreement of the parties.

3. Term. The term of this Agreement shall commence upon Contractor's receipt of written notice from IDDC that its Proposal has been selected by the State in response to the RFP and that it will be entering into the State Contract and, unless sooner terminated or extended in accordance with the terms hereof, shall terminate immediately and automatically upon the expiration or termination of the State Contract. This Agreement may be renewed by IDDC upon the same terms and conditions hereof upon renewal of the State Contract. Notwithstanding anything herein, if the State Contract is not awarded to IDDC then IDDC may, by written notice, terminate this Agreement and neither party shall have any liability to the other hereunder.
4. Termination. Upon a breach of any material term hereof by either party, and the failure of such party to cure the same within ten (10) days following written notice from the non-breaching party, the non-breaching party may terminate this Agreement by written notice to the breaching party.
5. Representations and Warranties. Contractor hereby warrants to IDDC the following:
 - a. All of the Services will be performed by a principal of Contractor who will at all times throughout the term of this Agreement be licensed as a Health Service Provider in Psychology in the State of Indiana.
 - b. It has the full power, authority and legal right to enter into this Agreement and to perform all of its respective obligations hereunder and thereunder, as applicable.
 - c. It has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IDDC of any such actions.
 - d. It shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Contractor acknowledges that its failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.
 - e. It is properly registered, is in good standing, and owes no outstanding reports to the Indiana Secretary of State.
 - f. It nor its principal is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.
 - g. It is not engaged in investment activities in Iran.
6. Affirmative Covenants. Contractor agrees and covenants that, throughout the term of this Agreement, it shall:

- a. Maintain its certification as a "Minority Business Enterprise" [Women's Business Enterprise] under IC 4-13-16.5.
- b. Comply, and cause its employees and subcontractors to comply, with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by Contractor pursuant to this Agreement. IDDC will not pay Contractor for any services performed when Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, Contractor shall notify IDDC immediately and IDDC, at its option, may immediately terminate this Agreement.
- c. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, shall not discriminate against any employee or applicant for employment relating to this Agreement 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"). 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 Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between IDDC and any applicant or employee of Contractor or any subcontractor.
- d. 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by Contractor and IDDC to determine whether the provisions of this Agreement require formal modification.
- e. When and if applicable, comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.
- f. Abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC 4-2-6, *et seq.*, IC 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004.

- g. Cause each psychologist performing the Services to provide to IDDC a copy of his/her license as a Health Service Provider in Psychology in the State of Indiana and each renewal thereof.
 - h. Execute any number of amendments to this Agreement, as requested by IDDC from time to time, to incorporate all provisions required to be included in subcontracts for State vendors.
7. Independent Contractor. The parties agree that Contractor is an "independent contractor" as that term is commonly used and is not an employee of IDDC. As such, Contractor is solely responsible for all federal, state, and local taxes, and none shall be withheld from the compensation paid it. Nothing in this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Contractor shall use its independent professional judgment in determining the best methods of providing the Services. Further, as an independent contractor, Contractor may provide the Services or other services to additional clients at its sole discretion. Contractor represents to IDDC that any such other contracts will not interfere with Contractor's full and timely performance of the Services hereunder.
8. Indemnification. Contractor shall indemnify, defend, and hold harmless IDDC, its members, officers, employees, agents, and representatives, from and against any and all claims or threats of claims, costs, losses, liabilities, judgments or liens, including reasonable attorney fees, arising out of any negligent acts or omissions of Contractor, its members, officers, employees, agents, and representatives, in any matter connected with this Agreement. IDDC shall indemnify, defend, and hold harmless Contractor, its members, officers, employees, agents, and representatives, from and against any and all claims or threats of claims, costs, losses, liabilities, judgments or liens, including reasonable attorney fees, arising out of any negligent act or omission of the IDDC, its members, officers, employees, agents, or representatives, in any manner connected with this Agreement.
9. Access to Records. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during this Agreement and for three (3) years from the date of final payment under this Agreement for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
10. Assignment; Successors. Contractor binds its successors and assignees to all the terms and conditions of this Agreement. Contractor shall not assign or subcontract the whole or any part of this Agreement without IDDC's prior written consent, which consent may be withheld in Contractor's sole discretion.
11. Assignment of Antitrust Claims. As part of the consideration for the execution of this Agreement, Contractor assigns to IDDC all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

12. Authority to Bind Contractor. The signatory for Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of Contractor and has obtained all necessary or applicable approvals to make this Agreement fully binding upon Contractor when his/her signature is affixed, and counter-signed by IDDC.
13. 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 the State of Indiana.
14. Merger & Modification. This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.
15. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither IDDC's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to IDDC in accordance with applicable law for all damages to IDDC caused by Contractor's negligent performance of any of the services furnished under this Agreement.
16. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.
- A. Notices to IDDC shall be sent to:
- Joelle Larsen, Ph.D.
10702 Elm Ridge Ct.
Indianapolis, IN 46236
- B. Notices to Contractor shall be sent to:
- Kari Kennedy, Psy.D.
TroSannhet Enterprises
215 E. 10th Street
Indianapolis, IN 46236
17. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

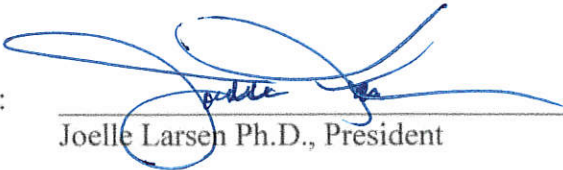
The parties have executed this Subcontractor Agreement as of the date set forth above.

Indiana Disability Determination Consultants, LLC

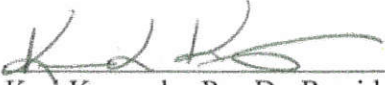
TroSannhet Enterprises

[Name of Contractor]

By:


Joelle Larsen Ph.D., President

By:


Karl Kennedy, Psy.D., President

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is made and entered into as of the 15th day of June, 2021, by and between Indiana Disability Determination Consultants, LLC, an Indiana limited liability company ("IDDC"), and Lovko Consulting, an Indiana limited liability company ("Contractor").

BACKGROUND

- A. IDDC is submitting a proposal (the "Proposal") to the State of Indiana (the "State") to provide Psychiatric/Psychological Services for Medical Chart Review and Evaluation per the Social Security Disability and Supplemental Security Income Guidelines in response to the State's Request for Proposal #22-67771 with a Response Due Date of July 14, 2021 (the "RFP").
- B. Contractor, an Indiana certified **[Minority/Women's]** Business Enterprise (as defined at **IC 4-13-16.5-1/4-13-16.5-1.3**) possesses valuable experience and expertise in the review and determination of mental disability applications and in education and training of adjudicators (the "Services").
- C. In the event IDDC's Proposal is accepted and IDDC is awarded the contract by the State under the RFP (the "State Contract"), it wishes to subcontract with Contractor to provide the Services in accordance with the State Contract.
- D. Contractor is willing to subcontract with IDDC to provide such Services in accordance with the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Services. Contractor shall provide the Services as, when, and where required under the State Contract as requested by IDDC from time to time; provided however, that Contractor agrees to a minimum commitment of not less than four (4) hours per day and three (3) days per week. In consideration of such commitment, IDDC agrees to allocate to Contractor not fewer than 50 cases per week. Contractor will communicate with Joelle Larsen, President of IDDC, or her designee, in connection with the provision of the Services.
- 2. Compensation. IDDC shall pay Contractor, not less frequently than every thirty (30) days, an amount negotiated with IDDC equal to the number of cases reviewed by Contractor as stated on the most recent Claims Voucher submitted by the State to IDDC. Such amount may be adjusted from time by mutual agreement of the parties.

3. Term. The term of this Agreement shall commence upon Contractor's receipt of written notice from IDDC that its Proposal has been selected by the State in response to the RFP and that it will be entering into the State Contract and, unless sooner terminated or extended in accordance with the terms hereof, shall terminate immediately and automatically upon the expiration or termination of the State Contract. This Agreement may be renewed by IDDC upon the same terms and conditions hereof upon renewal of the State Contract. Notwithstanding anything herein, if the State Contract is not awarded to IDDC then IDDC may, by written notice, terminate this Agreement and neither party shall have any liability to the other hereunder.
4. Termination. Upon a breach of any material term hereof by either party, and the failure of such party to cure the same within ten (10) days following written notice from the non-breaching party, the non-breaching party may terminate this Agreement by written notice to the breaching party.
5. Representations and Warranties. Contractor hereby warrants to IDDC the following:
 - a. All of the Services will be performed by a principal of Contractor who will at all times throughout the term of this Agreement be licensed as a Health Service Provider in Psychology in the State of Indiana.
 - b. It has the full power, authority and legal right to enter into this Agreement and to perform all of its respective obligations hereunder and thereunder, as applicable.
 - c. It has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IDDC of any such actions.
 - d. It shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Contractor acknowledges that its failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.
 - e. It is properly registered, is in good standing, and owes no outstanding reports to the Indiana Secretary of State.
 - f. It nor its principal is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.
 - g. It is not engaged in investment activities in Iran.
6. Affirmative Covenants. Contractor agrees and covenants that, throughout the term of this Agreement, it shall:

- a. Maintain its certification as a "Minority Business Enterprise" [Women's Business Enterprise] under IC 4-13-16.5.
- b. Comply, and cause its employees and subcontractors to comply, with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by Contractor pursuant to this Agreement. IDDC will not pay Contractor for any services performed when Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, Contractor shall notify IDDC immediately and IDDC, at its option, may immediately terminate this Agreement.
- c. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, shall not discriminate against any employee or applicant for employment relating to this Agreement 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"). 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 Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between IDDC and any applicant or employee of Contractor or any subcontractor.
- d. 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by Contractor and IDDC to determine whether the provisions of this Agreement require formal modification.
- e. When and if applicable, comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.
- f. Abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC 4-2-6, *et seq.*, IC 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004.

- g. Cause each psychologist performing the Services to provide to IDDC a copy of his/her license as a Health Service Provider in Psychology in the State of Indiana and each renewal thereof.
 - h. Execute any number of amendments to this Agreement, as requested by IDDC from time to time, to incorporate all provisions required to be included in subcontracts for State vendors.
7. Independent Contractor. The parties agree that Contractor is an "independent contractor" as that term is commonly used and is not an employee of IDDC. As such, Contractor is solely responsible for all federal, state, and local taxes, and none shall be withheld from the compensation paid it. Nothing in this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Contractor shall use its independent professional judgment in determining the best methods of providing the Services. Further, as an independent contractor, Contractor may provide the Services or other services to additional clients at its sole discretion. Contractor represents to IDDC that any such other contracts will not interfere with Contractor's full and timely performance of the Services hereunder.
8. Indemnification. Contractor shall indemnify, defend, and hold harmless IDDC, its members, officers, employees, agents, and representatives, from and against any and all claims or threats of claims, costs, losses, liabilities, judgments or liens, including reasonable attorney fees, arising out of any negligent acts or omissions of Contractor, its members, officers, employees, agents, and representatives, in any matter connected with this Agreement. IDDC shall indemnify, defend, and hold harmless Contractor, its members, officers, employees, agents, and representatives, from and against any and all claims or threats of claims, costs, losses, liabilities, judgments or liens, including reasonable attorney fees, arising out of any negligent act or omission of the IDDC, its members, officers, employees, agents, or representatives, in any manner connected with this Agreement.
9. Access to Records. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during this Agreement and for three (3) years from the date of final payment under this Agreement for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
10. Assignment; Successors. Contractor binds its successors and assignees to all the terms and conditions of this Agreement. Contractor shall not assign or subcontract the whole or any part of this Agreement without IDDC's prior written consent, which consent may be withheld in Contractor's sole discretion.
11. Assignment of Antitrust Claims. As part of the consideration for the execution of this Agreement, Contractor assigns to IDDC all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

12. Authority to Bind Contractor. The signatory for Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of Contractor and has obtained all necessary or applicable approvals to make this Agreement fully binding upon Contractor when his/her signature is affixed, and counter-signed by IDDC.
13. 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 the State of Indiana.
14. Merger & Modification. This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.
15. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither IDDC's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to IDDC in accordance with applicable law for all damages to IDDC caused by Contractor's negligent performance of any of the services furnished under this Agreement.
16. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.
- A. Notices to IDDC shall be sent to:
- Joelle Larsen, Ph.D.
10702 Elm Ridge Ct.
Indianapolis, IN 46236
- B. Notices to Contractor shall be sent to:
- Ann Lovko, Ph..D.
Lovko Consulting
8719 Chapel Glen Dr.
Indianapolis, IN 460234
17. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

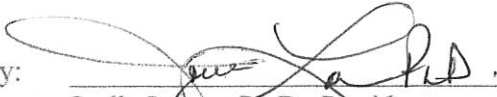
The parties have executed this Subcontractor Agreement as of the date set forth above.

Indiana Disability Determination Consultants, LLC

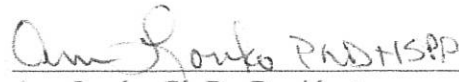
Lovko Consulting

[Name of Contractor]

By:


Joelle Larsen Ph.D., President

By:


Ann Lovko, Ph.D., President

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is made and entered into as of the 15th day of June, 2021, by and between Indiana Disability Determination Consultants, LLC, an Indiana limited liability company ("IDDC"), and Buzz Lovko Consulting, an Indiana limited liability company ("Contractor").

BACKGROUND

- A. IDDC is submitting a proposal (the "Proposal") to the State of Indiana (the "State") to provide Psychiatric/Psychological Services for Medical Chart Review and Evaluation per the Social Security Disability and Supplemental Security Income Guidelines in response to the State's Request for Proposal #22-67771 with a Response Due Date of July 14, 2021 (the "RFP").
- B. Contractor, an Indiana certified **[Minority/Women's]** Business Enterprise (as defined at **IC 4-13-16.5-1/4-13-16.5-1.3**) possesses valuable experience and expertise in the review and determination of mental disability applications and in education and training of adjudicators (the "Services").
- C. In the event IDDC's Proposal is accepted and IDDC is awarded the contract by the State under the RFP (the "State Contract"), it wishes to subcontract with Contractor to provide the Services in accordance with the State Contract.
- D. Contractor is willing to subcontract with IDDC to provide such Services in accordance with the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Services. Contractor shall provide the Services as, when, and where required under the State Contract as requested by IDDC from time to time; provided however, that Contractor agrees to a minimum commitment of not less than four (4) hours per day and three (3) days per week. In consideration of such commitment, IDDC agrees to allocate to Contractor not fewer than 50 cases per week. Contractor will communicate with Joelle Larsen, President of IDDC, or her designee, in connection with the provision of the Services.
- 2. Compensation. IDDC shall pay Contractor, not less frequently than every thirty (30) days, an amount negotiated with IDDC equal to the number of cases reviewed by Contractor as stated on the most recent Claims Voucher submitted by the State to IDDC. Such amount may be adjusted from time by mutual agreement of the parties.

3. Term. The term of this Agreement shall commence upon Contractor's receipt of written notice from IDDC that its Proposal has been selected by the State in response to the RFP and that it will be entering into the State Contract and, unless sooner terminated or extended in accordance with the terms hereof, shall terminate immediately and automatically upon the expiration or termination of the State Contract. This Agreement may be renewed by IDDC upon the same terms and conditions hereof upon renewal of the State Contract. Notwithstanding anything herein, if the State Contract is not awarded to IDDC then IDDC may, by written notice, terminate this Agreement and neither party shall have any liability to the other hereunder.
4. Termination. Upon a breach of any material term hereof by either party, and the failure of such party to cure the same within ten (10) days following written notice from the non-breaching party, the non-breaching party may terminate this Agreement by written notice to the breaching party.
5. Representations and Warranties. Contractor hereby warrants to IDDC the following:
 - a. All of the Services will be performed by a principal of Contractor who will at all times throughout the term of this Agreement be licensed as a Health Service Provider in Psychology in the State of Indiana.
 - b. It has the full power, authority and legal right to enter into this Agreement and to perform all of its respective obligations hereunder and thereunder, as applicable.
 - c. It has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IDDC of any such actions.
 - d. It shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Contractor acknowledges that its failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.
 - e. It is properly registered, is in good standing, and owes no outstanding reports to the Indiana Secretary of State.
 - f. It nor its principal is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.
 - g. It is not engaged in investment activities in Iran.
6. Affirmative Covenants. Contractor agrees and covenants that, throughout the term of this Agreement, it shall:

- a. Maintain its certification as a "Minority Business Enterprise" [Women's Business Enterprise] under IC 4-13-16.5.
- b. Comply, and cause its employees and subcontractors to comply, with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by Contractor pursuant to this Agreement. IDDC will not pay Contractor for any services performed when Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, Contractor shall notify IDDC immediately and IDDC, at its option, may immediately terminate this Agreement.
- c. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, shall not discriminate against any employee or applicant for employment relating to this Agreement 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"). 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 Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between IDDC and any applicant or employee of Contractor or any subcontractor.
- d. 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by Contractor and IDDC to determine whether the provisions of this Agreement require formal modification.
- e. When and if applicable, comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.
- f. Abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC 4-2-6, *et seq.*, IC 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004.

- g. Cause each psychologist performing the Services to provide to IDDC a copy of his/her license as a Health Service Provider in Psychology in the State of Indiana and each renewal thereof.
 - h. Execute any number of amendments to this Agreement, as requested by IDDC from time to time, to incorporate all provisions required to be included in subcontracts for State vendors.
7. Independent Contractor. The parties agree that Contractor is an "independent contractor" as that term is commonly used and is not an employee of IDDC. As such, Contractor is solely responsible for all federal, state, and local taxes, and none shall be withheld from the compensation paid it. Nothing in this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Contractor shall use its independent professional judgment in determining the best methods of providing the Services. Further, as an independent contractor, Contractor may provide the Services or other services to additional clients at its sole discretion. Contractor represents to IDDC that any such other contracts will not interfere with Contractor's full and timely performance of the Services hereunder.
8. Indemnification. Contractor shall indemnify, defend, and hold harmless IDDC, its members, officers, employees, agents, and representatives, from and against any and all claims or threats of claims, costs, losses, liabilities, judgments or liens, including reasonable attorney fees, arising out of any negligent acts or omissions of Contractor, its members, officers, employees, agents, and representatives, in any matter connected with this Agreement. IDDC shall indemnify, defend, and hold harmless Contractor, its members, officers, employees, agents, and representatives, from and against any and all claims or threats of claims, costs, losses, liabilities, judgments or liens, including reasonable attorney fees, arising out of any negligent act or omission of the IDDC, its members, officers, employees, agents, or representatives, in any manner connected with this Agreement.
9. Access to Records. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during this Agreement and for three (3) years from the date of final payment under this Agreement for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
10. Assignment; Successors. Contractor binds its successors and assignees to all the terms and conditions of this Agreement. Contractor shall not assign or subcontract the whole or any part of this Agreement without IDDC's prior written consent, which consent may be withheld in Contractor's sole discretion.
11. Assignment of Antitrust Claims. As part of the consideration for the execution of this Agreement, Contractor assigns to IDDC all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

12. Authority to Bind Contractor. The signatory for Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of Contractor and has obtained all necessary or applicable approvals to make this Agreement fully binding upon Contractor when his/her signature is affixed, and counter-signed by IDDC.
13. 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 the State of Indiana.
14. Merger & Modification. This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.
15. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither IDDC's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to IDDC in accordance with applicable law for all damages to IDDC caused by Contractor's negligent performance of any of the services furnished under this Agreement.
16. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.
- A. Notices to IDDC shall be sent to:
- Joelle Larsen, Ph.D.
10702 Elm Ridge Ct.
Indianapolis, IN 46236
- B. Notices to Contractor shall be sent to:
- Kenneth Lovko, Ph.D.
Buzz Lovko Consulting
8367 Codesa
Indianapolis, IN 460236
17. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

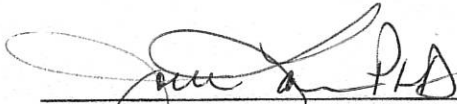
The parties have executed this Subcontractor Agreement as of the date set forth above.

Indiana Disability Determination Consultants, LLC


Buzz Lovko Consulting

[Name of Contractor]

By:


Joelle Larsen Ph.D., President

By:


Kenneth Lovko, Ph.D., President