**PROFESSIONAL SERVICES CONTRACT**

**Contract #**

This Contract (“Contract”), entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “State”) and Delta Dental Plan of Indiana, Inc. ( “Delta Dental”), 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**. Delta Dental shall provide the Services described in the attached contract prepared by Delta Dental (the “Form Contract”). This Contract and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document (“this Contract”). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to the Form Contract.

**2. Consideration**. Delta Dental will be paid at the rates set forth in the Form Contract for the Services. Total remuneration under this Contract shall not exceed $ \_\_\_\_\_\_\_\_. The State and Delta Dental agree to negotiate in good faith to amend this Contract to increase funding if the State determines it is necessary to add more subscribers.

**3. Term**. This Contract shall commence on \_\_\_\_\_\_\_ and ends \_\_\_\_\_\_\_\_.

**4. Access to Records**. Delta Dental and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all 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 the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**5. Assignment; Successors**.

A. Delta Dental binds its successors and assignees to all the terms and conditions of this Contract. Delta Dental may assign its right to receive payments to such third parties as Delta Dental may desire without the prior written consent of the State, provided that Delta Dental gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

**6. Assignment of Antitrust Claims** **- Deleted**.

**7. Audits** **- Deleted**

**8. Authority to Bind Parties**. The signatory for Delta Dental and the State each represents that he/she has been duly authorized to execute this Contract on behalf of Delta Dental and the State, and has obtained all necessary or applicable approvals to make this Contract fully binding.

**9. Changes in Work**. Delta Dental shall not commence any additional work or change the scope of the work until authorized in writing by the State. Delta Dental shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**10. Compliance with Laws.**

A. Delta Dental 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and Delta Dental to determine whether the provisions of this Contract require formal modification.

B.  Delta Dental and its agents shall 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*. and the regulations promulgated thereunder. **If Delta Dental has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, Delta Dental shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.**If Delta Dental is not familiar with these ethical requirements, Delta Dental should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If Delta Dental or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to Delta Dental. In addition, Delta Dental may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. Delta Dental 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 the State of Indiana. Delta Dental agrees that any payments currently due to the State of Indiana may be withheld from payments due to Delta Dental. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until Delta Dental is current in its payments and has submitted proof of such payment to the State.

D. Delta Dental warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Delta Dental agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to Delta Dental’s liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to Delta Dental, Delta Dental may request that it be allowed to continue, or receive work, without delay. Delta Dental must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. Delta Dental warrants that Delta Dental and its subcontractors, if any, 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 for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. Delta Dental affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

1. Delta Dental and any principals of Delta Dental certify that:

(A) Delta Dental, except for de minimis and nonsystematic violations, has not violated the terms of:

* 1. IC §24-4.7 [Telephone Solicitation Of Consumers];
  2. IC §24-5-12 [Telephone Solicitations]; or
  3. IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) Delta Dental will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

1. Delta Dental and any principals of Delta Dental certify that an affiliate or principal of Delta Dental and any agent acting on behalf of Delta Dental or on behalf of an affiliate or principal of Delta Dental, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**11. Condition of Payment - Deleted**

**12. Confidentiality of Information**. parties understand and agree that data, materials, and information disclosed to other party may contain confidential and protected information. The parties covenant that data, material, and information gathered, based upon or disclosed to the other party for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the disclosing party except as required by the Indiana Access to Public Records Act (IC 5-14-3).

The parties acknowledge that the services to be performed by Delta Dental for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the parties in their computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the parties agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed, the disclosing party agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**13. Continuity of Services.**

A. Delta Dental recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. Delta Dental agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**14. Debarment and Suspension.**

A. Delta Dental 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 of the State of Indiana. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Delta Dental.

B. Delta Dental certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. Delta Dental shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**15. Default by State**. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, Delta Dental may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination. If payment is not received within the timeframe specified in this Contract, Delta Dental shall, at its sole discretion, have the right to suspend claims processing.

**16. Disputes.**

A. Should any disputes arise with respect to this Contract, Delta Dental and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute unless and until such time this Contract is terminated in accordance with the applicable provision(s) of the Contract.

C. Deleted.

D. Deleted.

E. Deleted.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

**17. Drug-Free Workplace Certification.** As required byExecutive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, Delta Dental hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Delta Dental will give written notice to the State within ten (10) days after receiving actual notice that Delta Dental, or an employee of Delta Dental in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, Delta Dental certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Delta Dental’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) Delta Dental’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify Delta Dental of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**18. Employment Eligibility Verification.**  As required by IC § 22-5-1.7, Delta Dental swears or affirms under the penalties of perjury that Delta Dental does not knowingly employ an unauthorized alien.  Delta Dental further agrees that:

A.  Delta Dental shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. Delta Dental is not required to participate should the E-Verify program cease to exist. Additionally, Delta Dental is not required to participate if Delta Dental is self-employed and does not employ any employees.

B.  Delta Dental shall not knowingly employ or contract with an unauthorized alien. Delta Dental shall not retain an employee or contract with a person that Delta Dental subsequently learns is an unauthorized alien.

C.  Delta Dental shall require his/her/its subcontractors, who perform work under this Contract, to certify to Delta Dental that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Delta Dental agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if Delta Dental fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**19. Employment Option** **- Deleted**.

**20. Force Majeure** **- Deleted**.

**21. Funding Cancellation**. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency 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 the Director of State Budget Agency 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 the State of Indiana.

**23. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Delta Dental covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**24. Indemnification** **- Deleted**.

**25. Independent Contractor; Workers’ Compensation Insurance.** Delta Dental 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 or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. Delta Dental shall provide all necessary unemployment and workers’ compensation insurance for Delta Dental’s employees and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Indiana Veteran Owned Small Business Enterprise Compliance** **- Deleted**.

**27.       Information Technology Enterprise Architecture Requirements - Deleted**.

**28. Insurance.**

A.  **- Deleted**.

**29. Key Person(s)** **- Deleted**

**30. Licensing Standards**. Delta Dental, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by Delta Dental pursuant to this Contract. The State will not pay Delta Dental for any services performed when Delta Dental, 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, Delta Dental shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**31. Merger & Modification** **- Deleted**.

**32. Minority and Women’s Business Enterprises Compliance - Deleted.**

**33. Nondiscrimination**. Pursuant to the Indiana Civil Rights Law, specifically 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, Delta Dental covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Delta Dental certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of Delta Dental or any subcontractor.

**34. 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 or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. Notices to Delta Dental shall be sent to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As required by IC § 4-13-2-14.8, payments to Delta Dental shall be made via electronic funds transfer in accordance with instructions filed by Delta Dental with the Indiana Auditor of State.

**35. Order of Precedence; Incorporation by Reference- Deleted**.

**36. Ownership of Documents and Materials - Deleted.**

**37. Payments**.

A.  All payments shall be made in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by Delta Dental in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. Deleted.

**38. Penalties/Interest/Attorney’s Fees**. Each party 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, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

**39. Progress Reports - Deleted**.

**40. Public Record.** Delta Dental acknowledges that the State will not treat this Contract as containing confidential information and will post this Contract on its website as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**41. Renewal Option - Deleted**.

**42. 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.

**43. 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.

**44. Taxes**. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on Delta Dental as a result of this Contract.

**45. Termination for Convenience**. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to Indiana Department of Administration (“IDOA”) and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to Delta Dental of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. Delta Dental shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. Delta Dental shall be compensated for services herein provided but in no case shall total payment made to Delta Dental exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**46. Termination for Default.**

A. With the provision of thirty (30) days’ notice to Delta Dental, the State may terminate this Contract if Delta Dental fails to correct or cure any breach of this Contract within such thirty (30) day period. The time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties.

B. Deleted

C. The State shall pay the contract price for completed supplies delivered and services accepted.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**47. Travel - Deleted**.

**48. 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 party’s provision of services, acceptance of payment, review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and each party shall be and remain liable to the other party in accordance with applicable law for all damages caused by that party’s negligent performance of any of the services furnished under this Contract.

**49. Work Standards - Deleted**.

**50. State Boilerplate Affirmation Clause**. I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State’s Boilerplate clauses (as defined in the *2021* OAG/ IDOA *Professional Services Contract Manual* orthe *2021 SCM Template*) in any way except for the following clauses which are named below:

Duties of Contractor

Consideration

Access to Records

Assignment/Successors

Assignment of Antitrust Claims

Audits

Authority to bind

Condition of Payment

Confidentiality of State Information

Continuity of Services

Debarment and Suspension

Default by State

Disputes

Employment Option

Force Majeure

Indemnification

Indiana Veteran’s Business Enterprise Compliance

Information Technology Enterprise Architecture Requirements

Insurance

Key Person(s)

Merger and Modification

Minority and Women’s Business Enterprise Compliance

Nondiscrimination

Order of Precedence: Incorporation by Reference

Ownership of Documents and Materials

Payments

Penalties/Interest/Attorney’s Fees

Public Record

Progress Reports

Renewal Option

Termination for Default

Travel

Waiver of Rights

Work Standards

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is Delta Dental, or that the undersigned is the properly authorized representative, agent, member or officer of Delta Dental.  Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Delta Dental, 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.    **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, Delta Dental attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

 I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana.  I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation.  I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein.  I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL>?

**In Witness Whereof**, Delta Dental and the State 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] [Indiana Agency]

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

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Name and Title, Printed Name and Title, Printed

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

**Approved by: Approved by:**

Indiana Department of Administration State Budget Agency

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(for) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

Rebecca Holwerda, Commissioner Zachary Q. Jackson, Director

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

**APPROVED as to Form and Legality:**

Office of the Attorney General

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(for)

Theodore E. Rokita, Attorney General

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

**Approved by:**

Indiana Office of Technology

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

Tracy E. Barnes, Chief Information Officer

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