

## PROFESSIONAL SERVICES CONTRACT

This Contract is by and between Community Council of Greater Dallas (hereafter "CC") and \_\_\_\_\_ (PROVIDER).

1. Description of Services: The services provided under this Contract are described on Addendum A attached hereto and incorporated herein by reference.
2. Payment: The terms of payment are described on Addendum B attached hereto and incorporated herein by reference.
3. Term: The term of service shall be from \_\_\_\_ to \_\_\_\_\_. [*This Contract shall renew automatically unless either party terminates pursuant to section 13 below*]
4. Work Product Ownership: All copyrightable works, ideas, discoveries, or other intellectual property developed in whole or in part in connection with PROVIDER'S services under this Contract shall, unless agreed otherwise in writing, be the exclusive property of CC. Upon request, PROVIDER will execute, within a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of CC to the Work Product. Notwithstanding the foregoing, all of PROVIDER's pre-existing or proprietary property created and maintained outside the time or scope of this Contract remain the property of PROVIDER.
5. Intellectual Property: All Intellectual Property owned by CC, including but not limited to trademarks, service marks, trade names, copyrights and the like (collectively "IP") shall remain the property of CC, notwithstanding the fact that CC may allow use of such IP by PROVIDER under this Contract. Permission for such use is limited solely to work done for CC pursuant to this Contract.
6. Records Retention: Notwithstanding any other provision herein, there shall be retention of all records related to this Contract and the work performed under this Contract as follows:
  - a. All records, reports, documents and other material delivered or transmitted to PROVIDER by CC shall remain the property of CC and shall, upon the request of CC, be returned to CC at PROVIDER'S expense at the termination or expiration of the Contract. All records, reports, documents, exhibits or other material related to this Contract and/or obtained or prepared by PROVIDER in connection with the performance of the services contracted for herein shall become the property of CC and shall, upon request, be returned to CC at PROVIDER's expense, at termination or expiration of this Contract.
  - b. CC and PROVIDER agree and acknowledge that CC has the right to review all records, reports, worksheets, or any other material of any party related to this Contract or the work performed hereunder. PROVIDER further agrees that PROVIDER will furnish to CC, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of PROVIDER or CC related to this Contract.

- c. PROVIDER shall retain all of its records, and supporting documentation applicable to this Contract with CC for a period of three years after termination of the Contract except as follows:
  - i. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
  - ii. Records that are related to or subject to litigation or potential or threatened litigation shall be retained until such litigation has been fully and finally concluded and, if applicable, all appeals exhausted
- d. All such records and supporting documentation shall be made readily available, upon request, for inspection, copying or audit by representatives of CC. In the event PROVIDER goes out of existence, it shall turn over to CC all of its records relating to this Contract to be retained by CC for the required amount of time.

7. Independent Contractor:

- a. While in the performance of services or carrying out obligations herein, the PROVIDER shall be acting in the capacity of an independent contractor and not as an employee of CC. Nothing herein shall create a partnership between the PROVIDER and CC. CC shall not be obliged to any person, firm or corporation for any obligations of the PROVIDER arising from the performance of its services under this agreement. The PROVIDER shall not be authorized to represent CC with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless authorized in writing by CC.

8. Confidentiality: PROVIDER, and its employees, agents and representatives will not at any time nor in manner, directly or indirectly, divulge disclose or communicate in any manner, any information that is proprietary to CC without the express written consent of CC. PROVIDER shall protect such information and keep it confidential. This provision will continue in effect after termination of this Contract. Any written consent to disclosure shall be limited to a specific party and occurrence and shall not otherwise affect the enforceability of this provision.

9. Termination:

- a. Without Cause: Either party may terminate this Contract by giving 30 business days' written notice to the address shown on the Contract. Upon notice of termination, PROVIDER shall invoice CCGD for any outstanding amounts due. CCGD shall pay all undisputed amounts on said invoice within 10 days of the date of receipt. CCGD shall notify PROVIDER of any disputed charges and the parties agree to act in good faith to resolve such dispute. If the parties cannot resolve the dispute, they agree to participate in mediation with a qualified third party mediator agreed upon by both parties.
- b. Upon Default:
  - i. The occurrence of any of the following shall constitute a material default under this Contract and shall entitle the party not in default to remedies set forth below:

1. Violation or failure to substantially perform any provision, term or condition of this Contract.
2. The insolvency or bankruptcy of either party
3. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
4. The failure of PROVIDER to make available or deliver the services in the time and manner provided on Addendum A.
5. Any act of discrimination under law and/or described in section 21 below
6. Abandonment of the project by PROVIDER

ii. Remedies:

1. In the event of a violation of Section 21 below (discrimination in hiring) by PROVIDER, CC shall have the right to immediately terminate this contract without providing time to cure as described in paragraph e below.
2. Except as described in the above paragraph 1, and in addition to any and all rights either party may have available under the law, if a party defaults under this Contract, the other party may terminate the Contract by providing written notice to the defaulting party. The party receiving notice shall have 10 days to cure the default. Unless waived in writing by the party providing notice, the failure to cure the default within such time period shall result in the automatic termination of this Contract.
3. In the event this Contract is terminated upon the default of the PROVIDER, CC shall owe no further payments and may seek any and all remedies available under law and under this Contract, including but not limited to recovery of fees paid under this Contract, all reasonable expenses, and any and all other actual, direct and indirect consequential damages, reasonable attorney's fees and costs, and legal interest as allowed by law.
4. Should CC be required to engage another professional to repair or resolve any problems or damage created by PROVIDER, PROVIDER shall be responsible for the reasonable costs of CC in retaining such professional.

10. Suspension: Should CC desire to suspend, but not definitely terminate this Contract, CC shall supply the PROVIDER with thirty (30) days' notice. CC will also supply PROVIDER 30 days' notice that the work is to be reinstated and resumed in full force. PROVIDER shall receive no additional compensation during the suspension period. The parties may revisit the terms of the Contract during the suspension period. The suspension shall not exceed six months unless mutually agreed in writing by the parties.

11. Force Majeure: If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military of civil authority, or by national emergencies, insurrections, riots or wars, or strikes, lock outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party, or its employees, officers, agents or affiliates.
12. Non-Exclusive Relationship: Nothing in this Contract shall be construed to create an exclusive relationship between CC and PROVIDER. PROVIDER agrees that CCGD shall be free at its option to Contract with any other party to supply services for any purpose.
13. Conflict of Interest: It is understood and agreed between the parties hereto that CC and /or it's officers, directors, employees and/or agents did not solicit or accept any gratuities, favors or anything of monetary value from PROVIDER in connection with this Contract or otherwise. It is further agreed that should a reasonably known conflict of interest arise or be discovered between CC and other parties who have engaged PROVIDER, PROVIDER shall make immediate full disclosure of the same and will take no action on behalf of any other client that is directly adverse to CC, nor will PROVIDER take any action on behalf of CC that is directly adverse to any other client.
14. Governing Law: This Contract shall be governed by the laws of the State of Texas and by applicable federal law without giving effect to conflicts laws. In the case of claims requiring federal jurisdiction filing shall be within the Federal district court in Dallas County, Texas. The parties agree that any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal law and regulations or by state statute are automatically incorporated into the Contract and shall become effective on the date designated by such law.
15. Data Use Agreement  
PROVIDER agrees to abide y the terms of the DAAA and HHS Data Use Agreement that is attached hereto as Addendum "C" and incorporated herein by reference. PROVIDER understands that any violation of this agreement shall be grounds for immediate termination of this agreement.
16. Warranties and Assurances:
  - a. The parties hereto represent and warrant that they have the practical ability and legal authority to enter into this Contract.

- b. PROVIDER further represents and warrants that it has the practical ability and legal authority to Contract, receive and manage the funds received under this Contract and to perform the services it has obligated itself to perform hereunder
- c. PROVIDER represents and warrants that the person signing this Contract has been authorized to execute this Contract by PROVIDER and has authority to bind PROVIDER to the terms of this Contract.
- d. PROVIDER represents and warrants that it is qualified to perform the services intended under this Contract. In the event that PROVIDER becomes not fit or qualified for any reason whatsoever, the PROVIDER agrees to withdraw from work herein at no cost to CC.
- e. PROVIDER represents and warrants that its personnel are at all times educated and trained and qualified to perform the services intended under this Contract.

17. Certifications

PROVIDER understands and agrees that it must provide the certifications that are attached hereto as Addendum D, and such certifications are incorporated herein.

18. Entire Agreement: This Contract with the attached Addenda constitutes the Entire Agreement between these parties with respect to the subject matter hereof and supersedes any previous written or verbal Contracts. Any modification to this Contract must be in writing and signed by the parties hereto. This Contract shall supersede and not be modified or amended in any way by the printed terms of any invoice, order or other document that may be issued by either party covering work or services rendered.

19. Counterparts: This Contract may be executed in one or more counterparts, each of which will be deemed to be an original and such counterparts will together constitute the same instrument.

20. Severability: The provisions of this Contract shall be deemed severable and if any provision shall be held invalid, illegal or unenforceable for any reason, the remainder of the Contract shall be effective and binding on the parties unless to do so would clearly violate the legal and valid intention of the parties hereto.

21. Amendments: This contract may be modified or amended in writing by mutual agreement between the parties, if the amendment is signed by the party obligated or bound under the amendment.

22. Waiver: The failure by any party to enforce any provision of this Contract shall not be construed as a waiver or limitation on that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

23. Attorney's Fees: In any action arising under this Contract or any separate action pertaining to the validity of this Contract, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

24. Notices: All notices required by this contract shall be by certified mail, return receipt requested and sent to the following individuals at the following addresses:

Community Council:  
Sharla Myers, CEO  
1341 West Mockingbird Lane, Suite 1000W  
Dallas, TX 75247

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PROVIDER:  
Name/Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Addendum A

Description of Services

Addendum B

Fee Schedule

ADDENDUM C

Attached Data Use Agreement DUA

ADDENEDUM D

Attached Debarment, Assurances and Certifications