

# THE UNIVERSITY OF IOWA PROFESSIONAL SERVICES AGREEMENT

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**THIS AGREEMENT** for Professional Services (hereinafter "Agreement") is made by and between The University of Iowa in Iowa City, IA (hereinafter "University") and \_\_\_\_\_ (name) \_\_\_\_\_ (address) (hereinafter "Contractor"). This agreement is not valid until signed by the University Purchasing Department and a purchase order number has been assigned.

Assigned Contract number: \_\_\_\_\_.

**FOR CONSIDERATION** of the mutual promises and covenants contained herein, the University and Contractor agree as follows:

## 1. SCOPE OF WORK

- A. Professional Services:** Contractor agrees to provide Professional Services (hereinafter "Services") as described in Statement of Work (attached as Appendix A).
- B. Performance Monitoring:** To ensure satisfactory and timely performance, Contractor shall produce written reports or other written documents as needed or directed to \_\_\_\_\_ (hereinafter "Project Manager") by the dates indicated in Appendix A. The Contractor shall provide a point of contact for this project: \_\_\_\_\_ (name), \_\_\_\_\_ (email).
- C. Revisions to Scope of Work:** The University reserves the right to make changes to the Services to be provided as described in the Statement of Work (Appendix A). Such changes and any added cost or cost reduction to the University must be agreed to in writing and signed by the University and Contractor prior to proceeding with any change.

## 2. PERFORMANCE PERIOD

The performance period of this Agreement shall begin on the effective date, \_\_\_\_\_, 20\_\_\_\_, and shall not extend beyond \_\_\_\_\_, 20\_\_\_\_, unless amended by written mutual agreement.

## 3. COMPENSATION AND PAYMENT

- A. Fee:** The University agrees to pay the Contractor for Services provided pursuant to this Agreement on the following terms, not to exceed \$ \_\_\_\_\_ for the term of this Agreement.
- B. Invoice for Payment:** Contractor shall submit an invoice for payment to:

**University of Iowa  
Accounts Payable  
202 PCO  
Iowa City, IA 52242-2500  
[acntpay@uiowa.edu](mailto:acntpay@uiowa.edu)**

All invoices should include the Purchase Order number and name of individual(s) performing the work, job title/position/certification/license, number of hours worked, hourly rate and dates of service if payment is to be made other than fixed fee. The University reserves the right to withhold ten percent (10%) from each payment until acceptance by the University of the Services rendered.

- C. Expenses:** The University agrees to reimburse Contractor for related expenses for on-site activity, not to exceed \$ \_\_\_\_\_ over the term of this Agreement. All expenses must be documented by receipts, excluding meals, and submitted for payment approval within sixty (60) days from the date the expense was incurred.

Expense vouchers must include an itemized list of miscellaneous expenses, e.g., taxi fare, parking, tips, etc. Contractor will not be reimbursed for dry cleaning, laundry, valet expenses, or charges for entertainment.

Expenses shall be reimbursed in accordance with the University's Travel Policy (<https://opsmanual.uiowa.edu/administrative-financial-and-facilities-policies/travel-regulations>), which includes the following guidelines and maximum rates:

- i. Air travel not to exceed the coach class rate.
- ii. Auto rentals while at University location, not to exceed standard/midsize car class, nor exceed one auto for every three (3) Consultant employees on site. *See informational attachment on car rental provider(s).*
- iii. Alcohol is not a reimbursable expense.
- iv. It is preferred that lodging is direct-billed to the University (*see informational attachment*). If/when the contractor pays for accommodations; reimbursement to the consultant/contractor should not exceed \$200 per day (base room rate.)

Contractor agrees to be responsible for any and all expenses incurred by Contractor or Contractor's personnel that exceed the above guidelines and rates.

- D. Taxes Liability:** Contractor agrees that Contractor is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the University will not deduct or withhold such taxes from any payment to Contractor.

#### 4. TERMINATION OF AGREEMENT

- A. Termination for Breach of Agreement:** The University may terminate this Agreement for breach of this Agreement or any obligation thereof by the Contractor, by providing ten (10) days' written notice.
- B. Termination for Convenience:** Either Party may terminate this Agreement for convenience by providing thirty (30) days' prior written notice.
- C. Non-Appropriation of Funds:** Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the Agreement without penalty by giving written notice documenting lack of funding.
- D. Payment Upon Termination:** Upon termination for any reason, the University shall pay Contractor all fees and expenses in accordance with provision 3 above, for Services already provided or reimbursable expenses incurred through the effective date of termination.

In the event of termination pursuant to subsection A above, Contractor shall be liable to the University for any additional expenses incurred by the University for satisfactory completion of the Services.

#### 5. INDEPENDENT CONTRACTOR RESPONSIBILITIES

- A. Independent Contractor Status:** It is expressly understood that Contractor is an independent contractor and not the agent or employee of the University or any other agency of the State of Iowa. Contractor is not entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.
- B. Authority:** Contractor shall not have the authority to enter into any contract to bind the University and shall not represent to anyone that Contractor has such authority.

- 6. CONFIDENTIALITY:** Contractor agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to this Agreement without the University's prior written consent. This provision shall survive expiration and termination of this Agreement.

- 7. INTELLECTUAL PROPERTY RIGHTS:** Contractor agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements (hereinafter "Work") developed by Contractor solely or with others, resulting from the performance of Contractor's responsibilities and obligations pursuant to this Agreement are "works made for hire" and the property of the University. If for any reason the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign, and transfer to the University, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work.

Contractor agrees to provide whatever assistance is necessary for the University to preserve its commercial interest in the Work including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

## **8. LIABILITY**

- A. Contractor Liability:** To the fullest extent allowed by law, Contractor agrees to indemnify and hold harmless the University of Iowa, the State of Iowa, the Iowa Board of Regents, and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Contractor, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provision of products and/or services under this agreement.
- B. Insurance Provisions:** Without limiting any liabilities or any other obligations of the Contractor, Contractor shall provide certificates of insurance documenting the minimum insurance coverage requirements listed below unless otherwise agreed to in writing. Coverage may be by Contractor's self-insurance plan or with outside insurance providers, all subject to University approval. Such insurance coverage must be maintained until all obligations under the Agreement are satisfied.
- i. Applicable Workers Compensation insurance to cover liability imposed by Federal and State statutes having jurisdiction over Contractor's employees engaged in the performance of the Contractor's service. Employer's Liability insurance of no less than \$500,000 each employee and \$500,000 each accident.
  - ii. Commercial General Liability insurance with a minimum limit of ONE MILLION DOLLARS (\$1,000,000) per occurrence. This policy shall include coverage for bodily injury and property damage, including completed operations, personal injury, coverage for contractual employees, blanket contractual and products and completed operations. Policy shall contain a severability of interests provision.
  - iii. Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) with respect to Contractor's owned, non-owned, hired, or borrowed vehicles, assigned to or used in performance of this agreement.
  - iv. Umbrella Liability insurance with a minimum limit of \$1,000,000 per occurrence and shall apply to all underlying and primary liability coverages required above.
  - v. Errors and Omissions (Professional Services Liability) insurance with a minimum limit of \$1,000,000 per claim. The policy shall include coverage for contingent bodily injury liability.
  - vi. The Commercial General Liability, Commercial Automobile Liability, and Umbrella Liability policies required herein shall be endorsed to include as additional insureds the State of Iowa; University of Iowa; Iowa Board of Regents, their agents, officers, and employees.
  - vii. Contractor and its insurers providing the required coverages shall waive all rights of subrogation or recovery against the State of Iowa; University of Iowa; Iowa Board of Regents, their agents, officers, and employees.
  - viii. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa, with an A.M. Best's rating of A-, VII or better. These policies shall be primary coverage. Certificates shall specify name of the project and provide that no less than thirty (30) days' notice of non-renewal, cancellation, or material change shall be given to the University of Iowa.
  - ix. Certificates of Insurance should be provided upon request. Certificates shall show the waiver of subrogation and thirty (30) days' notice for canceled or non-renewed policies.
  - x. Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of contract upon which The University may immediately terminate an

Agreement, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all moneys so paid by The University shall be repaid by the Contractor to The University upon demand, or The University may offset the cost of the premiums against any moneys due to Contractor.

- xi.** The University reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.
- xii.** The University reserves the right to waive or reduce the insurance requirements at the University's sole discretion.
- xiii.** Certification forms must include the appropriate University Contract ID on the face of each Certificate submitted to the University.

- 9. ASSIGNMENT OR MODIFICATION:** Any assignment or modification of this Agreement shall be valid only by written mutual agreement signed by both Parties.
- 10. GOVERNING LAW:** This Agreement shall be governed by and construed under the laws of the State of Iowa which shall also be the venue for any disputes arising hereunder.
- 11. USE OF UNIVERSITY NAME:** Contractor agrees it will not use the name or intellectual property, including but not limited to University trademarks, in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of an authorized representative of the University.
- 12. CONFLICT OF TERMS:** All of the terms and conditions of this Agreement are deemed incorporated into the Contractor's Agreement or Proposal. In the event of an express conflict between the terms of this UI PSA and the Contractor's Agreement or Proposal, the terms of the UI PSA shall prevail to the extent necessary.
- 13. CONFLICT OF INTEREST:** Should Contractor or Contractor's spouse be a paid employee of the University or any other Iowa Regent Institution or State of Iowa Agency, Contractor will be considered a "conflict of interest vendor." In addition, should any individual or their spouse, who is a paid employee of the University or any other Regent institution or State of Iowa Agency, also be a partner in Contractor's firm or own five percent (5%) or more of Contractor's corporate stock or receive consulting payments, a conflict of interest exists. Whenever Contractor represents a conflict of interest, Contractor must have prior approval from the Iowa Board of Regents to do business with the University. Contact the Purchasing Department at (319) 335-0115 for further information and do not sign this Agreement, until express approval has been given by the Purchasing Department. In addition, the Office of Management and Budget (OMB) Circular A-110 imposes additional requirements on federally funded projects. See 24 CFR 84.42
- 14. PATIENT INFORMATION:** In the event that the Services involve access to patient care areas and/or access to or use of protected health information, Contractor agrees to abide by Federal Privacy and Security Regulations established at 45 CFR Parts 160 and 164, as amended from time to time, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5 and its implementing regulations ("ARRA") (the "HIPAA Rules"). Contractor agrees to execute a Business Associate Agreement, as required by the HIPAA Rules, which shall be obtained from the University of Iowa Privacy Officer, Joint Office for Compliance, UIHC, 384-8282.
- 15. COMPLIANCE WITH THE LAW:** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents, and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. The Contractor may be required to submit its affirmative action plan to the University of Iowa to comply with the requirements of 541 IAC chapter 4.
- 16. COMPLIANCE WITH POLICIES AND PROCEDURES.** During the performance of Services, Contractor shall be in compliance with the Policies and Procedures of the Iowa Board of Regents, and the University of Iowa, including

but not limited to the University of Iowa Conflict of Interest policy. **Refer to University Policy Manual at <https://opsmanual.uiowa.edu/>**

- 17. AMERICAN RECOVERY AND REINVESTMENT ACT:** This contract may involve funding under the American Recovery & Reinvestment Act of 2009 ("Recovery Act"). Vendor agrees to (1) comply with all terms and conditions of the Recovery Act (including but not limited to "Buy American", "Wage Rate Requirements" and "Disclosure of Fraud or Misconduct") and (2) provide promptly upon request to the University, the data elements which are required to be reported under Section 1512 of the Recovery Act and the Federal Funding Accountability and Transparency Act ("FFATA"). Please contact the Purchasing Agent to verify if this purchase involves such funding. For details of Recovery Act and FFATA see [www.recovery.gov](http://www.recovery.gov)
- 18. FAR Employment Eligibility Verification:** This contract may involve funding subject to applicable Federal Acquisitions Regulations (FAR) Employment Eligibility Verification clauses of the prime contract. Vendor agrees to comply with all terms and conditions of the FAR Employment Eligibility Verification clause #52.222-54. For details of FAR Employment Eligibility Verification see <http://www.uscis.gov/portal/site/uscis>.
- 19. FEDERAL COMPLIANCE:** All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions as outlined below: These provisions are available on the following website.

OMB: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-110.pdf>

2 CFR 215.48

Equal Employment Opportunity -All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) -All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) -When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. **This does not apply to Federal disaster funding unless otherwise specified by local regulations.**

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) -Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is

applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement -Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention In accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended -Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)- This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**Vietnam-era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), (38 U.S.C. 4212)- This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

- 20. DEBARMENT AND SUSPENSION:** (E.O.s 12549 and 12689)-A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that Implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. [69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]
- 21. BACKGROUND CHECKS:** Contractor shall ensure that background checks are obtained and documented with respect to all assigned Contractor and subcontractor personnel with all such background checks being current within the last 12 months as of the time when each individual is first assigned to the performance of the Services and including investigation and identification of all state or federal misdemeanor or felony convictions of such individual. At the request of the University, Contractor shall deliver a written certification to the University that a background check has been performed, and the subject individual has passed such verification procedures as set forth in this Section.
- 22. SOFTWARE ACCESSIBILITY:** Technology provided to the University shall comply with World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1 AA and Revised Section 508 Standards for accessibility for persons with disabilities. Technology includes, but is not limited to, software, hardware, web applications, web pages, websites, and nonweb technologies. The University reserves the right to request that the Contractor provide acceptable audit and/or test results that document the technology's compliance and the testing methodology utilized. If the technology provided by Contractor does not meet WCAG 2.1 AA and

Revised Section 508 standards, the University may demand that the Contractor promptly make modifications that will bring them into compliance. In addition, the University may take whatever steps necessary to ensure compliance with the above listed standards and may subtract any costs arising from such mitigation effort from future fees payable to Contractor under this Contract.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the latest date set forth below.

**THE UNIVERSITY OF IOWA**

**CONTRACTOR**

\_\_\_\_\_  
Signature

**Renee Funk**

\_\_\_\_\_  
Name

**Chief Procurement Officer**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Read and acknowledged by University Department  
**DEPARTMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Appendix A Statement of Work

Define in full detail the work to be completed, as part of the Professional Services Agreement.



## Informational Attachment

### Travel Informational Advisory University Preferred Travel Vendors/Discounts

Contractors/Consultants who are contracted to provide professional services to the University of Iowa are eligible for some University travel discounts and may utilize the services of the University's travel service providers.

#### *Preferred Travel Agency:*

Destinations Unlimited:

- Phone: 319-351-4510
- Email: [online@duagency.com](mailto:online@duagency.com)

These agencies can provide airline discounts on Delta Airlines if you tell them that you are traveling on official University of Iowa business. These discounts may be applied **only** when the University of Iowa is paying for the airfare directly or indirectly.

#### *Car Rental*

Contractors/consultants may use the University's preferred car rental provider, National & Enterprise Car Rental, when on contract with the University and when car rental expense is paid either directly or indirectly by the University. The Contractor must obtain the University's Discount code and a letter of eligibility from the department securing their services. The letter should be on University letterhead and must state that the Contractor/Consultant "has been retained by the University of Iowa to provide professional advice, furnish materials, or perform services for and on behalf of the University." **This eligibility letter must be with the renter at time of rental.** The University's discount rates and contract benefits (unlimited mileage on most rentals, and liability and LDW insurance coverage provided by National & Enterprise Car Rental) are included in the rental when the University's discount code is included in the rental.

#### *Lodging*

A list of local preferred hotels and University discount rates may be obtained from the University department or online at <https://ap-purchasing.fo.uiowa.edu/travel/preferred-vendors/iowa-citycoralville-hotels>. Once the Contractor/Consultant has made a hotel selection from this list, the University department should secure the reservations in order to obtain the University rates and to arrange for direct billing to the university. If the Contractor/Consultant pays for the hotel directly, it is at the local hotel's discretion to apply the University's discount rate.

Disclaimer: The above general information is provided for the convenience of University contractors and consultants. The decision to use any particular vendor listed above rests solely with the consultant or contractor. The University does not warrant, endorse, or guarantee the quality, quantity, or appropriateness of any goods or services a vendor may provide.