\_\_\_\_\_ COUNTY, WASHINGTON, D.B.A. \_\_\_\_\_\_\_\_

PROFESSIONAL SERVICES AGREEMENT

This contract is entered into by and between \_\_\_\_\_ County, Washington, d.b.a. \_\_\_\_\_\_\_\_ (the Agency) and (Contractor).

1. *Background:* The Agency seeks to assist any survivors of crime, including but not limited to domestic violence, sexual assault, intimate partner violence, child abuse or neglect, child sexual abuse, and any general crime. To achieve this goal, the Agency employs a number of supporting components, including referral of agency clients to appropriate trauma-informed therapy services. The Agency receives extremely limited funding for its operations, and seeks to provide services to the greatest number of clients using limited resources.

2. *Scope/Nature of Duties:* Contractor agrees to provide clinical supervision services for an intern serving at \_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_.

3. *Effective Period:* The contract is effective from March 1, 2018 through December 31, 2019. Upon mutual agreement of the parties, this contract may be renewed in one-year intervals without renegotiation, but its total effective period, with renewals, may not exceed seven (7) years. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the Agency.

4. *Licensure and Qualifications:* Contractor shall maintain all applicable licenses and qualifications defined in the State of Washington Sexual Abuse/Assault Services standards.

5. *Performance:* Contractor will be subject to OCVA Therapy Standards (Attachment A) and Agency Confidentiality Agreement (Attachment B). Contractor shall provide documentation outlining date and hours of service provided.

6. *Termination for Convenience:* Agency may, by written notice to the contractor, terminate this notice without cause. Agency must give notice of termination to the Contractor at least thirty (30) days prior to the effective date of termination.

7. *Reduction of Funding:* Agency may terminate this contract without notice if funds are not appropriated or otherwise made available to support the Agency’s continuation of performance of this contract.

8. *Compensation:* Agency will pay Contractor $\_\_\_\_ per hour up to 1 hour per week for clinical supervision for \_\_\_\_\_\_\_\_ intern. Agency will pay up to $\_\_\_\_ per hour for critical incident stress debriefings with Agency staff. All payment terms will be computed from receipt of a properly executed invoice. Contractor shall submit invoices monthly. Invoices for services provided in June must be submitted on or before each July 10th. The Agency will pay properly executed invoices within thirty (30) days from receipt.

9. *Assignment, Transfer, and Subcontracting:* Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the Agency.

10. *Professional Liability:* Contractor must maintain professional liability insurance coverage adequate to cover such claims as may be caused by any act, omission, negligence of the Contractor, or its officers, agents, or representatives. Neither the Contractor nor its employees are employees of the Agency.

11. *Compliance with Laws:* Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and the VOCA Prohibited Discrimination statement. The contractor agrees that any hiring of persons to perform the contract will be made on the basis of merit and qualifications and will collectively prohibit discrimination based on race, color, national origin, disability, religion, sex, gender identity, and sexual orientation in both the delivery of services and employment practices. The Age Act prohibits discrimination on the basis of age in the delivery of services or benefits. The Equal Treatment Regulation prohibits recipients from using federal financial assistance to engage in explicitly religious activities.

12. *Hold Harmless/Indemnification:* Contractor agrees to protect, defend, and save the Agency, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the costs of defense thereof, arising in favor of Contractor’s employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and its agents, employees, or representatives, except the sole negligence of the Agency, under this agreement.

13. *Entire Agreement:* This Agreement constitutes the full and complete understanding and agreement of the parties. Except as to future compensation adjustments which shall be agreed upon in writing, this Agreement supersedes all prior understanding and agreements, oral or in writing, and cannot be changed or terminated orally (except as otherwise herein provided) and may be modified only by a written agreement signed by both parties.

14. *Severability Clause:* A declaration by any court or any other binding legal source that any provision of the contract is illegal, and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

15. *Construction/Jurisdiction/Venue:* This Agreement is governed by the laws of the State of Washington. In the event of any legal action arising pursuant to this Agreement, jurisdiction and venue shall be proper only in Grant County, Washington, and each party shall pay its own costs and attorney fees.

16. *Waiver/Non-Waiver:* The waiver by either party of any alleged or actual breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach. Waiver of any of the provisions of this Agreement may only be accomplished by reducing the same to writing and shall be effective only when signed by both parties.

17. *Interpretation:* Paragraph headings/titles are for the convenience of the parties only and shall not be used in interpreting or construing any portion of this Agreement. This singular may include the plural or vice versa, and the masculine, feminine or neuter may include any one or all of the other genders where the context so requires.

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\_\_\_\_\_\_\_\_, Director xxxxxxxxxxxxxxxx

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

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_\_\_\_COUNTY, WASHINGTON

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\_\_\_\_\_\_\_\_, Chair

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

\_\_\_\_\_\_\_\_, Vice-Chair

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\_\_\_\_\_\_\_\_, Member

ATTEST:

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Clerk of the Board