

PROFESSIONAL SERVICES AGREEMENT
Contract # 2013-15 Boys & Girls Club Parenting

THIS AGREEMENT is entered into between Pacific County (COUNTY) and Boys & Girls Club of the Long Beach Peninsula (CONTRACTOR). The parties agree as follows:

1. **Contractor's Services.** The CONTRACTOR shall provide the following services to the COUNTY:
 - Provide coordination related to parent education and parent enrichment programming in Pacific COUNTY.
 - Maintain a qualified pool of parent education facilitators and child care providers who are available to provide facilitation and child care services during parenting programs and workshops as directed by the COUNTY
 - Provide trained parent education facilitators to deliver parenting curriculum and workshops as directed by the COUNTY and ensure all reporting requirements are met as outlined by the COUNTY
 - Provide qualified childcare providers for parenting classes and workshops as directed by the COUNTY.

All work performed under this AGREEMENT shall be within the boundaries of Pacific COUNTY. The Health & Human Services Department shall administer this AGREEMENT on behalf of the COUNTY, and the CONTRACTOR shall perform the required services to the satisfaction of the Deputy Director of that Department. The Deputy Director's determination of satisfaction with the CONTRACTOR's services shall be based on reasonable and objective standards that are not inconsistent with this AGREEMENT.

2. **Payment.**
 - A. The COUNTY will pay the CONTRACTOR on a fee for service rate as outlined in Exhibit A-Rate Schedule and Budget. Reimbursement for all activities is based upon satisfactory completion of the above statement of work.
 - B. Notwithstanding any other provision of this AGREEMENT, the total compensation payable to the CONTRACTOR for services provided and expenses incurred under this AGREEMENT shall not exceed \$5,000 for the period beginning May 1, 2013, ending December 31, 2015.
 - C. The CONTRACTOR shall bill the COUNTY for payment. The COUNTY will not pay for any services not rendered or expenses not incurred. Billings shall be sent to: Pacific COUNTY Health & Human Services PO Box 26 South Bend, WA 98586 on the attached invoice (Exhibit B). Payment under this section will be full compensation for all services performed and expenses incurred by the CONTRACTOR under this AGREEMENT.
3. **Effective Date.** The effective date of this AGREEMENT is May 1, 2013.
4. **Termination.** This AGREEMENT shall terminate on December 31, 2015. The COUNTY or the CONTRACTOR may terminate this AGREEMENT at any earlier time and for any reason, by giving thirty (30) days written notice of termination.

5. **Independent Contractor** The CONTRACTOR is an independent CONTRACTOR of the COUNTY, and as such is not subject to the COUNTY's immediate control or direction in the performance of the required services. Neither the CONTRACTOR nor any of the CONTRACTOR's employees or agents shall be deemed to be an official, employee, or agent of the COUNTY. The CONTRACTOR is solely responsible for his or her acts and for the acts of his or her officers, employees, agents, and subcontractors.

Additionally, the CONTRACTOR makes the following assurances:

- A. The CONTRACTOR is customarily engaged in an independently established trade, profession, or business, of the same nature as that involved in this AGREEMENT.
- B. The CONTRACTOR has a principal place of business that is eligible for a business deduction for federal income tax purposes or is an exempt government CONTRACTOR. The CONTRACTOR is responsible for the costs of such principal place of business.
- C. The CONTRACTOR is responsible for filing with the Internal Revenue Service, at the next applicable filing period, a schedule of expenses for the business the CONTRACTOR is conducting, or is an exempt government CONTRACTOR.
6. **Debarment**. The CONTRACTOR hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this AGREEMENT/Contract. Suspension and/or debarment of the CONTRACTOR from securing federal or state funds shall be cause for immediate termination of the AGREEMENT/Contract by the COUNTY.
7. **Supplanting** In no case may the CONTRACTOR use program funds to supplant—take the place of—funds from non-program sources. Supplanting is presumed to occur in the following instances:
- The CONTRACTOR uses contract funds to provide services that it is required to make available under other federal, state, or local law.
 - The CONTRACTOR uses contract funds to provide services that it provided with Non contract funds in the immediate prior years.
 - CONTRACTOR agrees that funds received under this AGREEMENT will supplement, not supplant current staffing within their organization
8. **Indemnification**. In accepting this AGREEMENT, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

This paragraph shall survive the completion, expiration, and/or termination of this AGREEMENT.

9. **Ownership of Materials.** Materials created by the CONTRACTOR and paid for by the COUNTY as a part of this AGREEMENT shall be owned by the COUNTY and shall be “works for hire” as defined by the U. S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the CONTRACTOR uses to perform the AGREEMENT but which is not created for or paid for by the COUNTY is owned by the CONTRACTOR; however, the COUNTY shall have a perpetual license to use this material for COUNTY (internal) purposes at no charge to the COUNTY.
10. **Compliance with Laws:** Throughout the duration of this AGREEMENT, the CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.
11. **Amendments:** No provision of this AGREEMENT may be amended or modified except by a further written document signed by the COUNTY and the CONTRACTOR.
12. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this AGREEMENT only for the purpose of this AGREEMENT. The COUNTY and the CONTRACTOR shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this AGREEMENT and shall return or certify the destruction of such information if requested in writing by the party to this AGREEMENT that provided the information.
13. **Insurance:** In accepting this AGREEMENT, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$1,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY’s and that CONTRACTOR’s liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker’s compensation insurance, etc. for any and all of its employees as might apply.
14. **Criminal History Background Check:** A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to youth under this contract. The CONTRACTOR agrees to maintain and provide proof upon demand, of a current criminal background check for all employees or designees employed under this contract.
15. **Report Abuse and Neglect:** The CONTRACTOR and its employees/subcontractors are mandated reporters and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law.

16. Financial Report Requirements:

- A. The CONTRACTOR shall, if applicable:
 - 1. Adhere to OMB Circular A-133 “Audits of State, Local Governments and Non-Profit Organizations” which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.
 - 2. Provide access to financial records by independent auditors.
- B. For agencies, not required to meet OMB A-133 Single Audit Requirements, the CONTRACTOR shall submit:
 - 1. Annual financial statement, and
 - 2. The Federal Form 990 “Return of Organizations Exempt from Income Tax” (if required to file with the Internal Revenue Service).
- C. The CONTRACTOR shall maintain accounting records that accurately reflect actual total program operating expenditures and all revenues contributing to program operation. A revenue and expenditure report will be submitted by annually as requested by the COUNTY.

17. Standards for Fiscal Accountability:

- A. The CONTRACTOR agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this AGREEMENT. The CONTRACTOR further agrees that the COUNTY shall have the right to monitor and audit the fiscal components of the CONTRACTOR to ensure that actual expenditures remain consistent with the terms of this AGREEMENT.

The CONTRACTOR shall retain all books, documents and other material relevant to this AGREEMENT for a period of five (5) years after expiration of this AGREEMENT. The CONTRACTOR agrees that the COUNTY shall have full access to and right to examine any of said materials at all reasonable times during said period.
- B. The CONTRACTOR shall:
 - 1. Provide accurate, current and complete disclosure of the financial status of this AGREEMENT as requested by the COUNTY;
 - 2. Identify the source and application of funds for services supported by this AGREEMENT in whole or in part.
 - 3. Maintain internal controls that provide reasonable assurance that the CONTRACTOR is managing funds received through this AGREEMENT in compliance with laws, regulations, and the provisions of contracts or grant agreements.

18. **Standards for Program Accountability:** The CONTRACTOR agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the COUNTY in order for the COUNTY to be assured that program services remain consistent with the terms of this AGREEMENT. The CONTRACTOR further agrees to provide such information as requested by the COUNTY for monitoring and evaluating within the time limitations established by the COUNTY. CONTRACTOR specifically agrees to complete all reporting requirements set forth by COUNTY funders.
19. **Relationship of the Parties:** The parties intend that a independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results to be achieved; the implementation of services will lie solely with the CONTRACTOR. However, the results of the work contemplated must meet the approval of the COUNTY and shall be subject to the COUNTY's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this AGREEMENT.
20. **Conflict of Interest:** The COUNTY may, by written notice to the CONTRACTOR:
- A. Terminate the right of the CONTRACTOR to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering COUNTY employees, directly or indirectly, anything of economic value from an CONTRACTOR or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.
State and COUNTY employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the COUNTY. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.
 - B. In the event this contract is terminated as provided in (A.) above, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the COUNTY provided for in this section are in addition to any other rights and remedies provided by law.
21. **Dispute:** Except as otherwise provided in this contract, when a bona fide dispute arises between the COUNTY and the CONTRACTOR and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Human Services Department for Pacific COUNTY. Either party's request for a dispute hearing must:
- A. be in writing;
 - B. state the disputed issues;
 - C. state the relative positions of the parties;
 - D. state the CONTRACTOR's name, address, and contract number;

- E. be mailed or delivered to the Public Health and Human Services Department, P O Box 26 South Bend, WA 98586, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action;
 - F. any question, difference, or controversy which may arise between the COUNTY and the CONTRACTOR with reference to the performance or non-performance of any of the terms and conditions of this AGREEMENT shall be referred to the COUNTY, whose decision shall be final and conclusive on both parties. The COUNTY has the authority to suspend services to be provided under this AGREEMENT whenever such suspension may be necessary to ensure the proper performance of the AGREEMENT.
22. **Political Activity Prohibited:** None of the funds, materials, supplies or property provided directly or indirectly under this AGREEMENT shall be used in the performance of this AGREEMENT for any political activity or to further the election or defeat of any candidate for public office.
23. **Board of Directors:** The CONTRACTOR shall provide the COUNTY with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The CONTRACTOR shall apprise the COUNTY of any changes to this roster as they occur.
24. **Agreement, Suspension, Termination, and Closeout** If the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this AGREEMENT in the manner specified herein.
- A. Suspension - If the CONTRACTOR fails to comply with the terms of this AGREEMENT, or whenever the CONTRACTOR is unable to substantiate full compliance with the provisions of this AGREEMENT, the COUNTY may suspend the AGREEMENT pending corrective action or investigation, effective no less than seven (7) days following written notification to the CONTRACTOR. The suspension will remain in full force and effect until the CONTRACTOR has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this AGREEMENT. No obligation incurred by the CONTRACTOR during the period of suspension will be allowable under this AGREEMENT except:
 - 1. Reasonable, proper and otherwise allowable costs which the CONTRACTOR could not avoid, as approved by the COUNTY, during the period of suspension;
 - 2. If upon investigation the CONTRACTOR is able to substantiate complete compliance with the terms and conditions of this AGREEMENT, otherwise allowable costs incurred during the period of suspension will be allowed.
 - B. Termination for Cause - If the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and any of the following conditions exist:
 - 1. the lack of compliance with the provisions of this AGREEMENT are of such scope and nature that the COUNTY deems continuation of this AGREEMENT to be substantially detrimental to the interest of the COUNTY;
 - 2. the CONTRACTOR has failed to take satisfactory action as directed by the COUNTY within the time specified by the COUNTY;

3. the CONTRACTOR has failed within the time specified by the COUNTY to satisfactorily substantiate its compliance with the terms and conditions of this AGREEMENT, then;

The COUNTY may terminate this AGREEMENT in whole or in part and thereupon shall notify the CONTRACTOR of the termination, the reasons therefore, and the effective date thereof, provided such effective date shall not be prior to notification to the CONTRACTOR. After this effective date, no charges incurred under any terminated portion are allowable and CONTRACTOR shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute the CONTRACTOR's duties under this AGREEMENT.

C. Termination for Other Grounds:

1. This AGREEMENT may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;
2. COUNTY reserves the right to terminate this AGREEMENT in whole or in part without the 30 days written notice in the event of an unilateral change made in the COUNTY's agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

D. Close-out - Upon completion of this AGREEMENT or termination in whole or in part for any reason, the following provisions shall apply:

1. upon written request by the CONTRACTOR, the COUNTY shall make or arrange for prompt payment to the CONTRACTOR of allowable reimbursable costs not covered by previous payment;
2. the CONTRACTOR shall immediately refund to the COUNTY any unencumbered balance of the funds paid to the CONTRACTOR budgeted but unspent for the program(s) terminated;
3. the CONTRACTOR shall submit within thirty (30) days after the date of expiration of this AGREEMENT, all financial, performance and other reports required by this AGREEMENT;
4. in the event a financial audit has not been performed prior to close-out of this AGREEMENT, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the CONTRACTOR after fully considering the recommendation on disallowable costs resulting from the final audit;
5. the CONTRACTOR agrees to submit at the close-out of this AGREEMENT a written review to the COUNTY which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

25. **Compliance with Laws:** The CONTRACTOR, in performance of this AGREEMENT, agrees to comply with all applicable federal, state, and local laws, administrative codes or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this AGREEMENT to assure quality of services.

