

Great Rivers Behavioral Health Organization

Professional Services Agreement

This agreement is between Great Rivers Behavioral Health Organization (Great Rivers) and the Contractor identified below:

«AgencyName»	Contract Number:	«ContractNumber»
«Address1»	Contract Start Date:	«StartDate»
«Address2»	Contract End Date:	«EndDate»
«City», «State» «Zip»		
Telephone: «PhoneNumber»		
Program Contact: «ProgramContact»		
Fiscal Contact: «FiscalContact»		
Great Rivers Contact: Marc Bollinger		
Fiscal Contact: Brian Cameron		

«AgencyName» hereinafter referred to as the Contractor and Great Rivers agree to the terms and conditions of this Professional Agreement, including any exhibits, by signing below:

FOR GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION:

FOR «AgencyName»:

Marc Bollinger, LICSW
Great Rivers CEO

<<Name>>

Date

Date

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into between **GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION** (hereinafter "Great Rivers"), a municipal corporation of the State of Washington, acting by and through its Governing Board and «**AgencyName**» (hereinafter "Contractor").

WITNESSETH:

WHEREAS, Great Rivers desires to retain the services of Contractor for the purpose of providing clinical supervision services; and

WHEREAS, Contractor desires and is qualified to provide the professional services contemplated hereunder.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE AND SCOPE OF WORK.

- 1.1. **Purpose.** The purpose of this contract is to provide a clinical supervision plan, in a competency based approach, that supports skill development in an integrated, rural environment.
- 1.2. **Scope of Work.** The Contractor shall provide services as defined within Exhibit A of this Agreement.

2. SPECIAL CONDITIONS.

2.1. Compensation.

2.1.1. Great Rivers will pay Contractor the rate of \$<<amount>> per hour for all services and expenses provided within the Scope of Work.

2.1.2. Maximum allowable compensation under this Agreement for Professional Services shall not exceed \$<<amount>>.

2.1.3. Contractor shall be reimbursed for the following expenses in addition to the compensation specified in paragraph 2.1.1:

2.1.3.1. Great Rivers will reimburse Contractor for mileage for travel reasonably and necessarily incurred in performing the required services. Mileage expenses shall be reimbursed at rates not exceeding those established by the State of Washington, Office of Financial Management.

2.1.4. Contractor will not be compensated for any services performed outside of the Scope of Work.

2.1.5. Contractor shall submit itemized monthly billing statements to Great Rivers

as directed by Great Rivers' staff.

2.1.6. Contractor will only bill for services not paid for by any other employment or agreements.

2.2. Effective Date.

This Agreement shall take effect on <<DATE>>.

2.3. Term and Termination.

This Agreement shall continue until<< DATE>>, subject to termination by either party upon thirty (30) days written notice to the other party.

3. GENERAL TERMS AND CONDITIONS.

3.1. Status of the Parties.

3.1.1. Contractor is an independent contractor of Great Rivers, and, as such, is not subject to Great Rivers' immediate control or direction in the performance of the required services. Neither Contractor nor any of Contractor's employees or agents shall be deemed to be an official, employee or agent of Great Rivers. Contractor is solely responsible for Contractor's acts and for the acts of Contractor's officers, employees, agents and subcontractors. Additionally, Contractor makes the following assurances:

3.1.1.1. Contractor is customarily engaged in an independently established trade, occupation, profession, or business, of the same nature as that involved in this Agreement;

3.1.1.2. Contractor has a principal place of business that is eligible for a business deduction for federal income tax purposes. Contractor is responsible for the costs of such principal place of business;

3.1.1.3. Contractor is responsible for filing with the Internal Revenue Service, at the next applicable filing period, a schedule of expenses for business that Contractor is conducting;

3.1.1.4. Contractor has established, or shall promptly establish, an account for the business with the Washington Department of Revenue, and with other State agencies as the circumstances may require. Contractor shall pay all required state taxes normally paid by employers and businesses. Contractor has registered for and received a unified business identifier number from the State of Washington;

3.1.1.5. Contractor maintains a separate set of books or records that reflect

all items of income and expenses of the business Contractor is conducting.

3.2. Indemnification and Insurance.

- 3.2.1. Contractor shall defend, indemnify and hold harmless Great Rivers from and against all claims arising out of or in any way related to any act or omission of Contractor and/or Contractor' officers, employees, agents, subcontractors, or suppliers. Contractor shall have no duty to defend, indemnify, or hold harmless with respect to any claim that arises from Great Rivers' negligence;
- 3.2.2. For the purposes of this section, (i) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs and attorney's fees, and (ii) "Great Rivers" means Great Rivers, its Boards and all past, present and future officials, Board members, employees, agents, or volunteers;
- 3.2.3. Contractor shall, at Contractor's own expense, obtain and keep in force a policy of professional liability insurance with coverage limits of not less than \$1,000,000 combined single limit each occurrence/aggregate, as well as a policy of Commercial Automobile Liability Insurance. Contractor shall provide proof of insurance to Great Rivers and Great Rivers shall be specifically named as an additional insured on all policies.
- 3.2.4. This paragraph shall survive the completion, expiration and/or termination of this Agreement.

3.3. Standard of Care.

The Contractor shall comply with all applicable professional standards of care in connection with any services rendered hereunder and shall perform services hereunder in a timely manner.

3.4. Confidentiality.

- 3.4.1. The Contractor shall execute all confidentiality forms as may be required by Great Rivers or Washington DSHS policy to protect the privacy rights of Great Rivers' clients.
- 3.4.2. The Contractor and Great Rivers shall comply with all applicable federal and state laws and regulations relating to maintaining and safeguarding the confidentiality of Protected Health Information. Prior to the effective date of this Agreement, Contractor shall sign the Great Rivers standard Business Associates Agreement which shall be attached to this Agreement.

3.5. Non-Discrimination.

During the performance of this Agreement, neither party to this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any disability in the administration or delivery of services outlined in this Agreement.

3.6. Debarment Certification.

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to Great Rivers if at any time the Contractor learns that its certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. The Contractor shall not knowingly enter into any lower tier covered transaction with a person that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the federal department or agency with which this transaction originated. The Contractor shall include the language and requirements of this provision, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3.7. Compliance with Applicable Law.

At all times during the term of this Agreement, the Contractor and Great Rivers shall comply with all applicable federal, state, and local laws, regulations and rules, including but not limited to, non-discrimination laws and regulations.

3.8. Non-Assignability.

Contractor shall not assign this contract or any rights or duties hereunder to any Contractor without first obtaining written consent of Great Rivers which consent shall not be unreasonably withheld.

3.9. Administration.

This Agreement shall be administered for Great Rivers by the Great Rivers Chief Project Manager.

3.10. Notices.

Notice, when needed or required under this Agreement, shall be given as follows:

If to Great Rivers to: Marc Bollinger, Great Rivers CEO
PO Box 1447
Chehalis, WA 98532
contract@greatriversbho.org

If to Contractor to: <<NAME>>
 <<ADDRESS>>

3.11. Entire Agreement.

This written Agreement constitutes the parties' entire integrated agreement.

3.12. Amendments.

No provision of this Agreement may be amended or modified except by a further written document signed by Great Rivers and the Contractor.

3.13. Severability.

If a court of law determines any provision of this Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

3.14. Applicable Law and Venue.

This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Agreement shall be Lewis County, Washington.

SAMPLE

**Exhibit A
Scope of Work**

1. The Contractor shall
 - 1.1. Help Great Rivers in assisting behavioral health agencies in reaching decisions and accomplishing goals in achieving financial and functional integration by 2020.
 - 1.2. Lead discussions with behavioral health agencies and provide reports reflecting the results of those discussions.
 - 1.3. Assist Great Rivers in developing an integration plan that supports the behavioral health agencies in being prepared for 2020.
 - 1.4. Work with behavioral health agencies while managing meeting and activity process. This include group clarity on meeting content, objectives, establishing ground rules that govern behavior, and ability to recognize there is a change in the dynamic of the group.
 - 1.5. Provide group learning techniques, as well as skills in problem solving, conflict resolution, team building, planning and organizing.
 - 1.6. Other duties as assigned by Great Rivers.
2. The Contractor shall keep an open line of communication with Great Rivers and respond to Great Rivers request within a reasonable timeframe.
3. **Outcomes.**
 - 3.1. The Contractor shall assist in development of an Integration Plan that incorporates behavioral health agencies input by May 31, 2018.
 - 3.2. The Contractor shall facilitate the implementation of the Integration Plan through December 31, 2019.
4. **Required Reporting.**
 - 4.1. Contractor shall submit a report related to meeting with each behavioral health agency that describes the method in which the agencies are preparing for integration, the concerns that have with the change, and areas that they identified as needing assistance from Great Rivers. The report shall be submitted to Great Rivers by March 29, 2018.
 - 4.2. Contractor shall obtain feedback of the draft Implementation Plan by May 15, 2018.
 - 4.3. Contractor shall provide a summary report according to the table below of the progress in the implementation of the Integration Plan.

Integration Plan Summary Report Due Dates	
Reporting Period:	Due Date:
June 2018 – September 2018	October 15, 2018
October 2018 – December 2018	January 15, 2019

January 2019 – March 2019	April 15, 2019
April 2019 – June 2019	July 15, 2019
July 2019 – October 2019	November 15, 2019

SAMPLE