



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter "County", whose address is 128 North 2nd Street, Yakima, Washington 98901, and "Contractor", more specifically identified as

BOCC Agreement

Name: L. Paul Schneider, Ph.D., ABPP
Street: 1411 Hubbard Road
City, State Zip: Yakima, WA 98903
Phone: (509) 952-0863

012-2020

Federal Tax I.D. No. 91-1458963 [if none, Social Security No. ____ - ____ - ____] Yakima County, WA
Washington State Department of Revenue No. 601 202 004

WITNESSETH:

In consideration of the terms and conditions contained, the parties hereto agree as follows:

1. **Project.** Contractor agrees to do all work and furnish all materials necessary for performing Employment Psychological Evaluations in accordance with this agreement.
2. **Amendments.** This agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. All terms of the attached bid documents are incorporated herein by this reference.
3. **Consideration.** The County shall compensate Contractor at the rate of \$475.00 per evaluation.
4. **Independent contractor.** The parties agree that, for the purposes of this agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
5. **Nondiscrimination.** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

6. **Assignment.** The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.
7. **Termination.** Either party may terminate this contract upon sixty days written notice sent by certified mail to the addresses listed above.

8. **Contractor’s Waiver of Employer’s Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 15 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington’s Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor’s obligations to indemnify, defend, and hold harmless set forth above in section 15, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
9. **Liability insurance.** The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best’s Rating of A- VII or better.
- A. **Commercial General Liability Insurance:** The policies will be written on an occurrence basis, subject to the following minimum limits of liability:
- | | | |
|-------------------------|-------------|--------------|
| Professional Liability: | \$1,000,000 | Wrongful Act |
| | \$3,000,000 | Aggregate |
- B. The contractor will provide a Certificate of Insurance to the County as evidence of coverage. The certificate will provide 30 day’s notice of cancellation, and under the cancellation section, the wording “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.
- C. If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the County to terminate the contract.
- D. This Certificate of insurance shall be provided to Yakima County prior to commencement of this work.
10. **Laws, venue, jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
11. **Term.** The term of this agreement shall be from the date of execution to December 31, 2020 and may be extended from year to year, not to exceed five years, by mutual written consent of the parties.

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. **Records:** The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.
14. **Inspection:** The Contractor shall, at no cost, provide to the County, and the Office of the State Auditor reasonable access to the Contractor's place of business and the Contractor's records. These inspection rights are intended to allow Contractor and the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.
15. **Termination due to change in funding:** If the funds Yakima County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, Yakima County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
16. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement. Only a majority vote of a quorum of the Yakima County Board of County Commissioners has the authority to waive any term or condition of this Agreement on behalf of the County.
17. **Severability:** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.

By executing this agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this contract from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs.

CONTRACTOR

**BOARD OF YAKIMA
COUNTY COMMISSIONERS**

By: L. Paul Schneider PhD

Norm Childress, Chairman

Signature: L. Paul Schneider

Ron Anderson, Commissioner

Title: Clinical Health Psychologist

Date: 12-19-2019

Vicki Baker, Commissioner

Yakima County Sheriff's Office

ATTEST this ____ day of _____, 20__

By: Robert Udell
Printed Name

Linda Kay O'Hara, Deputy Clerk

Robert Udell
Department Head/Elected Official Signature

Title: Sheriff

Melissa Paul, Clerk of the Board

Date: 12/30/19

Hefane Weigand
Deputy Prosecuting Attorney

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