

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CHILDREN’S DEVELOPMENTAL SERVICES OF CAMPBELL COUNTY
AND
Whole Life Counseling, LLC**

THIS AGREEMENT, entered into this **1st** day of **October 2021** (“Effective Date”), by and between **Children’s Development Services of Campbell County** (“CDS”) and **Whole Life Counseling, LLC** (“Contractor”). CDS and Contractor, in consideration of the mutual covenants, agreements and representations set forth below, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, hereby agree as follows:

ARTICLE 1: ENGAGEMENT; PROFESSIONAL SERVICES

1.1 Engagement of Contractor. Subject to the terms and conditions of this Agreement, CDS engages Contractor to provide services specified in Section 1.2. Contractor hereby accepts this engagement by CDS with respect to such matters and for such compensation and terms as provided herein.

1.2 Services. Contractor shall undertake, for and on behalf of CDS, to perform mental health services. These services will include, but are not limited to the following: (a) Provide on-site mental health consultation with program staff, children and parents on an as-needed basis; (b) provide group and individual staff and parent education on mental health issues; (c) make appropriate referrals to other community mental health resources for continued individual and/or family therapy; (d) maintain accurate and accessible case notes on each family who receives mental health services; and (e) additional Projects/Activities as assigned by the Director of Children’s Developmental Services, Early Head Start Manager and/or their representative (“Services”). Contractor shall provide and perform the Services for CDS on a professional best efforts basis and in a timely quality manner meeting or exceeding the standards of performance expected of contractors providing similar services in the industry. Contractor shall be available to provide not less than the amount of time necessary to perform the Services to meet the completion requirements required in this Agreement.

ARTICLE 2: PAYMENTS TO CONTRACTOR

2.1 Payment for Services. CDS shall compensate Contractor for Services performed under this Agreement at a rate of **\$150** per hour; however, in no event shall Contractor’s fee exceed **\$10,800** for each term without prior written approval from CDS (“Services Fee”). The Services Fee shall be paid monthly based on services performed and, subject to Section 2.3 below, shall be due upon proper submission of invoices for payment as described herein. CDS shall only pay for those Services which are actually rendered by Contractor or its subcontractors (if any) and agreed to in writing by CDS hereunder.

2.2 Form of Payment. Invoices for payment for the Services rendered shall be submitted to CDS in the form specified by CDS, to the attention of the Robert J. Tranas, 1801 S. 4-J Rd., Gillette, WY 82718. CDS shall not be obligated to pay Contractor for any Services which invoices are not rendered to CDS, in the form and containing the information and attachments specified by CDS.

2.3 Notice of Improper Invoice. CDS shall pay Contractor for the Services supported by adequate invoices and documentation as specified above. CDS will pay the amount of the invoice within forty-five (45) days of receipt of proper invoice and supporting documentation. CDS shall give Contractor notice

within ten (10) days if the documentation is not proper. CDS is the sole judge as to the acceptability of the invoice and supporting documentation. However, to the extent there is a dispute with respect to an invoice; Contractor shall be obligated to continue the performance of the Services until the dispute is resolved to the reasonable satisfaction of both Contractor and CDS.

2.4 Reservation of Rights. CDS reserves the right to reject payment of any claim if the Services provided under this Agreement are not in CDS's opinion satisfactory or cannot be adequately verified.

ARTICLE 3: CONTRACTOR'S RESPONSIBILITIES

3.1 Suitability. Contractor shall provide competent, capable, experienced, and suitably qualified personnel to fulfill its obligations and provide the Services under this Agreement. Contractor shall supervise and coordinate the work of its employees and subcontractors and shall be responsible for and liable to CDS for the work of its employees and subcontractors. Any employee, representative, or approved subcontractor of Contractor who, in the opinion of CDS, does not perform his or her work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the written request of CDS, be removed from performing any further duties related to the Services to be provided under this Agreement.

3.2 Independent Contractor. It is expressly understood and agreed that Contractor is an independent contractor and not an employee of CDS. This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated under this Agreement. Nothing in the Agreement shall create any contractual or other relationship between CDS and any sub-contractor having a contract with Contractor, nor shall it create any obligation on the part of CDS to pay or to see to payment of any monies due to any sub-contractor from Contractor. Contractor represents and warrants that no persons supplied by it in the performance of the contract are employees of CDS and further agrees that no rights of CDS civil service, retirement or personnel rules accrue to such persons.

Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning all employees and personnel provided by Contractor in the performance of this Agreement and shall save and hold CDS harmless with respect thereto.

3.3 Subcontractors. Contractor shall obtain prior written approval from CDS for any sub-contractor and subcontract agreements for any portion of the work performed under this Agreement and shall furnish copies of all executed sub-contractor agreements to CDS. Contractor shall specifically bind every approved sub-contractor to all applicable terms and conditions of the Agreement for the benefit of CDS. Failure to bind such sub-contractors shall be considered a breach of this Agreement and may result in the termination hereof.

3.4 Responsibility for Claims and Liabilities. Contractor shall be and remain liable for all damages to CDS caused by Contractor's or its approved sub-contractors' acts, errors, or omissions in the performance of any Services under this Agreement, including, but not limited to, reasonable attorney's fees, claims and damages to third parties, and costs incurred because of delayed commencement, progress, or completion of any Services.

3.5 Indemnification. Contractor shall indemnify, hold harmless, and defend CDS and Campbell County and their trustees, directors, officers, agents, representatives, employees, commissioners from and

against any and all claims, demands, penalties, liens, losses, fines, liabilities, damages, interest, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (a) the acts, errors, omissions, conduct, or operations of Contractor or any of its officers, sub-contractors, agents, or employees; or (b) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (c) any violation of any federal, state, or local laws, rules, or regulations. The indemnification obligations herein shall not be limited by reason of the enumeration of any insurance coverage and shall survive the termination of this Agreement.

3.6 Laws, Rules, and Regulations. In performance of the Services, Contractor warrants that it has knowledge of, understands, and shall comply with all applicable federal, state, and local laws and regulations, including without limitation, those laws and regulations relating to the environment, health, safety, and welfare, discrimination in employment, conflicts of interest, and accounting records and requirements. SHOULD ANY APPLICABLE LAW OR REGULATION CHANGE DURING THE DURATION OF THIS AGREEMENT, CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE VERSION OF SUCH LAW OR REGULATION IN FORCE AT THE TIME OF THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

3.7 Permits and Licenses. Contractor and any of its approved sub-contractors shall obtain and keep in effect all permits, licenses, registrations, insurance certificates, and other certificates or approvals required for every aspect of the Services performed under this Agreement. Upon the request of CDS, Contractor shall provide CDS with copies of all licenses, registrations, insurance certificates, and other certificates and approvals necessary for Contractor to render any Services under this Agreement. Contractor shall give CDS immediate verbal and written notice of any revocation or cancellation of any required license, registration, and insurance, certificate or approval. Contractor and any of its employees and subcontractors will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing Services to be provided by Contractor pursuant to this Agreement. Contractor represents that it shall timely comply with any requirement to register or qualify to do business in the State of Indiana, and it shall indemnify and hold CDS harmless for failure to so qualify if qualification is required.

ARTICLE 4: TERM AND TERMINATION OF AGREEMENT

4.1 Term. The term of this Agreement be for a period of one (1) year, beginning on the Effective Date, and ending on August 31, 2022. The parties may renew this agreement for additional one-year terms if such renewal is mutually agreed upon in writing.

4.2 Termination. This Agreement may be terminated as follows:

(A) For Cause. If Contractor becomes insolvent, or if it refuses or fails to perform the Services provided by this Agreement, or if it fails to make payments to sub-contractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant, or provision of this Agreement, then CDS may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given: (1) not less than three calendar days written notice of CDS's intent to terminate, and (2) an opportunity for consultation with CDS prior to termination.

If CDS becomes insolvent, or if it refuses or fails to pay for the Services provided by this Agreement, or if it otherwise violates or fails to perform any term, covenant, or provision of this Agreement, then Contractor may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that CDS shall be given: (1) not less than three (3)

calendar days written notice of Contractor's intent to terminate, and (2) an opportunity for consultation with Contractor prior to termination.

(B) For Convenience. This Agreement may be terminated in whole or in part in writing by CDS, provided that Contractor is given fifteen (15) days prior written notice of intent to terminate. If termination for convenience is effected by CDS, Contractor shall be paid in full for Services actually rendered prior to the effective date of termination. No amount shall be allowed for anticipated profit on unperformed Services or other work.

(C) Non-Appropriation. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by CDS are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then CDS shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding.

(D) Notice of Termination. Upon receipt of a notice of termination, Contractor shall promptly discontinue all Services affected, unless the notice of termination directs otherwise.

ARTICLE 5: INSURANCE

Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the duration of this Agreement and at all other times when Contractor is performing its obligations under this Agreement, which policies shall protect against any loss, injury, damage or claim arising from or relating to this Agreement, Contractor's activities or presence at the locations identified herein, and any negligent act, error or omission of Contractor or its officers, directors, employees, subcontractors, and/or agents in connection with the services provided under this Agreement:

(A) General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, property damage, personal injury liability, fire legal liability, independent contractor, contractual liability, and products and completed operations.

(B) Errors and Omissions/Professional Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000) per occurrence and general aggregate for all acts and omissions related to the responsibilities contained in the Agreement. If issued on a claims-made basis, the policy must remain in effect for the duration of the Agreement and two (2) years after the end of the Agreement term. An extension of three (3) additional years may be required at the discretion of CDS. All professional contracts, liability policies may not be limited to the fees paid to the Contractor.

(C) Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Contractor's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000).

All insurance policies addressed in clauses (A) and (B) shall name CDS as additional insured via Certificate of Insurance.

All insurance policies required hereunder: (i) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to CDS, (ii) shall provide for a waiver of rights of subrogation against the additional insureds on the part of the insurance carriers, (iii) shall be written with insurance companies licensed to do business in the State of Wyoming and rated no lower than A- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (iv) shall provide for no less than thirty (30) days advance written notice to CDS prior to cancellation, non-renewal or material modification.

Contractor shall deliver to CDS, prior to commencement of services under this Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder. If any such policy is not obtained, or if all Certificates of Insurance are not delivered to CDS by the aforementioned time, or if any of such policies are canceled, CDS shall have the right to terminate this Agreement immediately.

These insurance provisions are minimum requirements and shall not relieve Contractor of its indemnity, defense and hold harmless obligations.

If Contractor's insurance contains a deductible (or self-insured retention amount), Contractor shall disclose the amount, and be responsible for payment of any claim equal to or less than the deductible (or self-insured retention amount). CDS reserves the right to reject insurance policies with a deductible (or self-insured retention amount) in excess of \$15,000 for which adequate financial strength of the Contractor cannot be demonstrated to the satisfaction of CDS.

ARTICLE 6: GENERAL CONSIDERATIONS

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between CDS and Contractor. No statements, promises, or agreements whatsoever, in writing or verbal, in conflict with the terms of this Agreement have been made by CDS or Contractor which in any way modify, vary, alter, enlarge, or invalidate any of the provisions hereof and/or obligations herein stated. This Agreement may be amended and modified only in writing signed by both the CDS and Contractor

6.2 Compliance with Laws and Regulations; Controlling Law; Venue. This Agreement shall include, and incorporate by reference, any provisions, covenants, or conditions required or provided by law or by regulation of applicable local authorities, the State of Wyoming or the federal government. This Agreement shall be construed under and governed by the laws of the State of Wyoming, and the parties agree that the exclusive venue of any lawsuit between them will be in Campbell County, Wyoming. All remedies at law, in equity, by statute or otherwise shall be cumulative and may be enforced concurrently herewith or from time to time, and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.

6.3 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their legal representatives, successors, and assigns, as the case may be. Notwithstanding the foregoing, Contractor shall not be entitled to assign or transfer this Agreement or any of its rights,

benefits and/or obligations under this Agreement without the prior written consent of CDS, which may be granted or denied in its sole discretion.

6.4 Records; Confidentiality. Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of Services under this Agreement. All records generated, and supplies utilized by the Contractor shall remain the property of CDS. Contractor agrees that on the termination of this Agreement, for any cause whatsoever, the Contractor will surrender to CDS, in good condition, any and all records and/or supplies. Contractor shall retain no copies of such records and shall not retain any publications provided by CDS. Additionally, Contractor acknowledges that Contractor may participate, obtain and/or observe unique, sensitive and confidential information directly attributable to operations and administration of CDS. Contractor agrees that Contractor is prohibited at all times from utilizing or disclosing any proprietary information, files, or any other records, confidential or otherwise, obtained and/or observed from CDS, or developed by the Contractor on behalf of CDS, without the signed approval of CDS. This prohibition extends to the utilization of the above referenced items for any purpose, or in any form, except as required for the Contractor to fulfill its obligations as provided for in this Agreement. Failure to comply with this provision shall constitute breach of this Agreement and may result in termination of the Agreement.

6.5 Attorney's Fees. Contractor shall be liable to CDS for reasonable attorney's fees incurred by CDS in connection with the collection, or attempt to collect, any damages arising from any act or omission of Contractor, or its approved subcontractors or from Contractor's failure to perform any aspect of the Services or fulfill any obligations or responsibilities provided under this Agreement.

6.6 Non-Discrimination. Contractor shall not discriminate against any employees or applicants for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, creed, color, religion, age, gender, disability, national origin, ancestry, military service veteran status, sexual orientation or gender identity. Breach of this covenant may be regarded as a material breach of the Agreement.

6.7 Severability. In the event any provision of this Agreement is determined by a court of competent jurisdiction or by the laws of the State of Indiana to be null and void, such provision shall be stricken and all other provisions, which can be given effect independently of the stricken provision shall remain in full force and effect.

6.8 Conflict of Interest. Contractor certifies and warrants to CDS that neither it, nor its agents, representatives, or employees, which will participate in any way in the performance of Contractor's obligations under this Agreement has, or will have, any conflict of interest, direct or indirect, with CDS.

6.9 Notices. When written notice is required by this Agreement, it shall be sufficiently given when personally delivered or sent by United States first class mail to Contractor at the following address, or to the CDS at the following address:

Tara Reed
Whole Life Counseling, LLC
701 Sunburst Ct
Gillette, WY 82718

Robert J. Tranas, Executive Director
Child Development Services of Campbell County
1801 S. 4-J Rd.
Gillette, WY 82718

6.10 Counterparts, Facsimile Transmissions. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. It is the intention of the parties that the counterparts of this Agreement may be executed and delivered by facsimile or via any other method of electronic signature by any of the parties

to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. In addition, the parties intend for the execution of this Agreement and the signatures hereto to be deemed to include electronic or digital signatures or the keeping in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. § 7001 et seq.) or any other similar state laws based on the Uniform Electronic Transactions Act.

6.11 Governmental Immunity. CDS does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available pursuant to Wyoming Statutes §§ 1-39-101 through 1-39-121, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

6.12 Third Party Beneficiaries. The parties do not intend to create in any other individual or entity the status of third-party beneficiary. This Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.

6.13 Force Majeure. No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other parties of the extent and nature of the problem, limits delay in performance of the Services to that reasonably required by the event causing delay, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

IN WITNESS WHEREOF, the parties hereto, by duly authorized representatives, have executed this Agreement as of the day and year first written above.

“CONTRACTOR”

“CDS”

WHOLE LIFE COUNSELING, LLC

CHILD DEVELOPMENT SERVICES
OF CAMPBELL COUNTY

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

POLICY COUNCIL

BOARD OF DIRECTORS

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____