**SERVICE AGREEMENT**

**Between [Council] and [Subcontractor]**

This Agreement is made to be effective July 1, 2016 and entered into by and between **[Council]**, hereinafter referred to as [**name**] and **[Subcontractor].** hereinafter referred to as **“Contractor.”**

 WHEREAS, Contractor has agreed to provide **[type of service]** services in [service area] County;

 WHEREAS, it is the purpose of the [**Council**] to fund child abuse prevention efforts as provided in [**County]** County;

 WHEREAS, [**Council**] desires to formalize an agreement for such services between the parties hereto;

 NOW, therefore, it is hereby agreed by and between the parties hereto as follows:

1. Contractor
	1. Contractor shall provide [type of service] activities, as outlined in the bid proposal, contract, and any subsequent amendments relating to ACFS [16-**XXX**.]
	2. Contractor shall provide a monthly report to the contract administrator and [**Counci**l} by the **10th of each month.**
	3. Contractor shall provide an invoice with dates and locations of services and original receipts by the **15th of the month** following any provided services.
	4. Contractor agrees to indemnify and hold harmless [**Council**], its officers, employees and agents, from any and all claims, demands or causes of action, of whatever nature or kind, (including reasonable costs and expenses of defending against such claims), which in any way arise out of or relate to acts or omissions of Contractor, in the performance of this contract.
	5. Contractor shall be responsible for quarterly progress reports using a format developed by the contract administrator.
	6. The contractor agrees to the following:
* To request reimbursement for services outlined in this contract by submitting a completed Monthly Expense Report (MER) to the designated Council Representative.
* Maintain a record of the services provided and the related expenses.
* Submit all reports on a timely basis.
	1. [**Council**] further agrees to defend, hold harmless and indemnify Contractor against any and all claims, liabilities, damages, judgments, losses or fines asserted against, imposed upon or incurred by the Contractor that arise out of negligence of [**Council**], [**Council**] designee, agents, and representatives in the discharge of its or their responsibilities.
1. Council
	1. [**Council**] agrees to pay Contractor $8,211 for Sexual Abuse Prevention Services between 7/1/2015 and 6/30/2016. [**Council**] agrees to reimburse Contractor within 14 days of receipt of state funds for provided services.
	2. [**Council**] agrees to submit requests for billing to the program Administrator (via original, signed GAX form) within 10 business days following receipt of a completed MER.
2. **Agreement Terms, Modification, Expiration and Negotiation**
	1. Either party to this Agreement may terminate this Agreement upon written notice to the other party not less than thirty (30) days prior to the end of the term of this Agreement. Written notice shall be directed to the other party at the address specified hereafter, shall be sent by mail and shall be deemed given when mailed.
	2. The term of this Agreement shall be from 7/1/2016 through 6/30/2017. This agreement may be extended for one additional year.
3. **Notices**

 Any notice shall be deemed to have been given when made in writing and deposited in the United States Postal Service mail and addressed as follows:

 To [Council]: Council Representative name/address

 To the Contractor: Contractor representative name/address

 To the Contract Administrator: Prevent Child Abuse Iowa

 2704 Fleur Drive

 Des Moines, IA 50321

1. **Termination or Cancellation**

No termination or cancellation shall affect Contractor’s rights to reimbursement from [**Council**] for services already rendered under this Agreement at the time of termination.

1. **Confidentiality Agreement**

It is understood that in the performance of the Contractor’s duties, working in conjunction with [**Council**] that employee(s) of the Contractor may have access to personal information. We understand that we are obliged to maintain the confidentiality of this data at all times, both at work and off duty. We understand that we are not to disclose any information to any person without an appropriate client authorization, subpoena, court order or other documentation as determined by [**Council**]. We understand that a violation of these confidentiality considerations may result in termination of our services and/or contract with [**Council**]. We further understand that we could be subject to legal action. We agree not to directly or indirectly disclose said information without proper authority.

1. **Signatures**

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 **Print name subcontractor representative Organization**

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**Date**

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**Print name Council Representative Council legal name**

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**Date**