**Highline College**

**Instructions for Preparing Professional Services and Client Services Agreements**

Please use the attached agreement as your template for preparing Professional Services and Client Services Agreements. Below are some instructions and explanations that may be useful in preparing the language for your agreements. Text that has been italicized and in brackets [ ] indicates where you need to insert the specifics of your agreement.

These agreements are required as per state law. If you are unsure as to whether or not you need to prepare a professional services/client services agreement or if you have questions or would like additional content assistance, please contact Dianna Thiele (ext. 3210).

**Note: All agreements must be completed, reviewed & approved, and signed prior to the date the contractor commences work. Dianna Thiele is the College's designated signatory for professional services/client services agreements.**

**Title and Opening Paragraph**

Insert the full legal name of the contractor and mailing address.

If the contractor has an acronym that can be used throughout the agreement as the identifier for the contractor, insert it and use it throughout the agreement wherever the word "Contractor" occurs (example: Highline College's acronym is "HC"). Insert the beginning date of the agreement.

**Project Statement**

Explain the project that this agreement is written to accommodate. Example: "Highline College seeks assistance in the XYZ Department on a temporary basis, while the institution considers various alternatives for restructuring delivery of xyz services".

**Statement of Work**

List the specific duties/responsibilities/outcomes that are expected of the contractor. Be specific in this area to eliminate miscommunication and false expectations for both parties. Include to whom this contractor reports.

**Duration of Agreement**

List the exact dates that this agreement encompasses. Example: "The period of performance of this Agreement will be April 1, 2011 through July 2, 2011".

**Payment**

Explain the terms of payment, who will invoice whom, the total amount of the contract, hourly rates, and how often the contractor will be paid. Include a listing of all costs covered by the payments. Also include who should receive the invoices from the contractor.

Examples: “Contractor will charge Highline an hourly rate of forty dollars ($40.00), for each hour worked, to be paid by Highline once each month” or “Contractor will invoice Highline and a lump sum payment shall be made within 30 days if there is a fully executed agreement and a W-9 has been submitted by the Contractor”.

Please note: The Contractor will be paid a flat rate for the services provided and the charges will not be broken down by airfare, hotel, mileage, etc. Also, the Contractor will be paid directly and the Contractor cannot request payment to be made to another company or individual. The Contractor will also be required to submit a completed and signed W-9 in order to be paid.

**Indemnity**

This is required language developed by our attorney and is required in all our contracts.

**Termination**

States the terms of termination. Although this general agreement lists fourteen days, this may be changed based on the needs of your project. Most of this is standard language, and all you need to do is specify the contractor wherever "Contractor" is written. If you have some specific terms of termination, please insert them.

**All Writing Contained Herein**

This is standard contract language which is required in all our agreement.

**Property Rights Reserved**

This is standard contract language in reference to ownership of the work products created.

**Closing Statement and Signatures**

Insert the contractor's name/acronym in the last sentence and the number of pages of the agreement. Above the contractor's signature line, list the full name of the contractor as it appears in the opening of the contract. **Highline's official signer for professional services/client services agreements is Dianna Thiele. This is not optional.** The Department head/project manager needs to sign the agreement before sending it to Dianna Thiele.

**Finalizing the Agreement**

**Once the agreement has been drafted by your area, e-mail it, along with a completed agreement transmittal form, to Dianna Thiele for review and approval. Once the draft has been reviewed and approved, print two original agreements, obtain the appropriate department signature (if you added a signature line for your area), obtain the contractor's signature, and then send it to Dianna for signature (MS 99-262). One of the originals will be given to the contractor and the other will be retained in Dianna Thiele’s office.**

**Notes:**

* **If contractor has been or is “state” employee, then department must provide requested information on transmittal form.**
* **Contractor will be required to complete and sign a W-9 in order to be compensated.**
* **In some cases, the A19 Invoice Voucher may be completed by Contractor.**