

AGREEMENT FOR PURCHASE OF PERSONAL SERVICES

Agreement made between NORTHWEST RESOURCE ASSOCIATES and ***** , hereinafter referred to as the Contractor.

WHEREAS, Northwest Resource Associates (NWRA) desires to enter into this agreement with the Contractor, providing its services for the period ***** , to the extent and upon the terms and conditions hereinafter set forth, and

WHEREAS, the Contractor is willing to enter into this agreement with respect to providing services upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties agree as follows:

1. **PURPOSE OF AGREEMENT.** The Contractor agrees to provide consulting services for the Foster Parent Recruitment Information Center project database and web application. These services will include:
 - a. *****
 - b. *****
 - c. *****
2. **CONFIDENTIALITY.** The Contractor agrees to comply with the Northwest Resource Associates Affiliate Confidentiality Agreement, which prohibits the inappropriate disclosure of confidential information, including but not limited to consumer records, NWRA financial information, and personnel information.
3. **CONFLICT OF INTEREST.** The Contractor agrees to inform NWRA of any circumstances which may present a conflict of interest with regard to its work with NWRA, as defined above.
4. **COMPENSATION.** The Contractor will be paid \$***** for work performed under this agreement, with a total maximum consideration of \$*****

Invoices should be submitted to ***** Northwest Resource Associates, 520 Pike Street, Suite 1350, Seattle, WA 98101. *****@nwresource.org
5. **INDEMNIFICATION.** The Contractor agrees, during the terms of this agreement, to indemnify NWRA and hold it harmless from all losses that may result to NWRA because of any negligence on the Contractor's part or on the part of the Contractor's agents, representatives, or employees. The Contractor will hold harmless NWRA from all claims arising out of the execution of this agreement for injury to persons, including his agents, employees, or volunteers, to the public at large, or for injury to property.
6. **SUBCONTRACTS.** Subcontracting will be permitted, subject to the same requirements as this agreement. The Contractor will be responsible for the performance of any such subcontractor under this agreement to the same extent it is responsible for its own performance.
7. **INDEPENDENT CONTRACTOR.** The Contractor is retained by NWRA only for the purposes and to the extent set forth in this agreement, and the Contractor's relationship to NWRA during the period of performance is that of Independent Contractor.

Under the terms of this agreement, NWRA and the Contractor shall not be considered as having an employer-employee relationship and the Contractor agrees to not make any claim of right, privilege or benefit which would accrue to an employee of NWRA.

The Contractor has the sole right to control and direct the means, manner and method by which the services required by this agreement will be performed. The Contractor has the right to perform the services required by this agreement at any place or location and at such times as the Contractor may determine. The Contractor is responsible for paying all ordinary and necessary expenses of its staff and be responsible for the payment of all applicable state, local, and Federal taxes.

- 8. **TERMINATION.** Either party may terminate this agreement with or without cause upon ten (10) days written notice to the other party. This remedy is in addition to any other remedies provided by law.
- 9. **TERM.** This agreement shall commence on ***** and shall continue to and include *****

10. **CIVIL RIGHTS AND NONDISCRIMINATION COMPLIANCE.** During the performance of this contract, the Contractor agrees to comply with all applicable Federal, state and local nondiscrimination laws. The Contractor also agrees to comply with the Northwest Resource Associates Nondiscrimination Policy: No person because of race, creed, color, national origin, sex, veteran or military status, sexual orientation, gender identity, gender expression, or the presence or perception of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability shall be discriminated against in any aspect of the corporation's activities.

11. **MODIFICATION AND PREVIOUS AGREEMENTS.** This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agents of either party that are not contained in this agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered, except in writing, signed by both parties and attached to the original of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day written below.

***** Date

Robert J. Hunner, Northwest Resource Associates Date