

**AGREEMENT  
INDEPENDENT CONTRACTOR SERVICES**

THIS AGREEMENT, made this May 1, 2021 between University Prep Charter School, hereinafter referred to as "*the district*", and *Empire Therapy & Family Services* hereinafter referred to as "Contractor". It cover services provided in the 2021-2022 school year.

The district desires to engage the Contractor to render certain technical and/or specialized services and Contractor or Contractor's staff is specifically qualified to perform said services, the parties do therefore agree as follows:

**1. SCOPE OF SERVICES**

The Contractor shall perform all the necessary services provided under this contract in connection with and respecting the district and shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the district, the following:

- A. School based counseling services to students who do and students who do not have Individualized Education Plans (IEPS) with attendance at meetings as appropriate.*
- B. Shall provide Marriage and Family Interns, Trainees and/or Masters of Social Work Associates, Professional Clinical Counselor Interns, School Based Counselors and students to give School Based Counseling Services to students, upon referral from Mesa Union School District.*
- C. Individual and Group Counseling services will be charged at the rate of \$64.00/hour of individual and \$85.00 hour of group.*
- D. New student referrals will be charged an additional \$90.00, one time fee, for additional time spent to create and open files/paperwork.*
- E. Client no shows will be charged for the first 15 minutes of the missed session or ¼ of the hourly fee.*
- F. Shall submit billing for students receiving services.*
- G. Shall provide professional supervision to Marriage, Family Interns, Trainees, and/or Masters of Social Work Associates, LPCC or School Counselors and students as required by the California Board of Behavioral Science Examiners.*
- H. Shall communicate with the referring district regarding procedures for making a referral.*
- I. Will assure completion of appropriate paperwork in order to document provision of services and to process referral to county mental health as necessary.*
- J. Will provide non-sectarian counseling services to all students referred regardless of race, religion or ethnicity.*
- K. Telehealth services can be provided in lieu of face to face sessions as the district deems necessary or as any crisis dictates.*

**2. TIME OF PERFORMANCE**

The services of the Contractor are to commence on the **1st of August 2021** and shall be undertaken and completed in such sequence as to assure their full completion in accordance with the purposes of this agreement, but in any event, all the services required hereunder shall be completed by **June 30, 2022**.

**3. COMPENSATION**

UPON PROPER INVOICING, District agrees to pay the Contractor at the rate of **\$64.00 per hour of individual and \$85.00 per hour of group direct services**, not to exceed the total amount of \$48,000.00 without the written authorization of the District, payable within 20 days

of approval by the Program Manager designated below as District's contact. This equates to 3 days of service at UPCS for both IEP and general student populations.

Said payment(s) to be made as follows: ***Contractor to provide monthly invoice, with service logs noting hours of service per student.***

4. **EXPENSES - (Program Manager initial the applicable option.)**

A. The Contractor will not be reimbursed for travel or other expenses.

B. In addition to the specified compensation, travel and/or expenses will be reimbursed as follows:

**Travel:** Mileage at the rate of \$ N/A per mile (*maximum .50*) up to the total of \$ N/A.

**Other:** *Actual air fare (receipts required - cancelled checks are not accepted as a receipt) -N/A* trips, up to a total maximum of \$ N/A  
*(Receipts required - cancelled checks are not accepted as a receipt)*  
List authorized expenses, limits and maximum amounts.

5. **"DISTRICT" RESPONSIBILITIES**

a. Space with reasonable privacy will be provided for counseling sessions, at the school sites where the interns and trainees are working.

6. **TERMINATION**

This agreement may be terminated or amended in writing at any time by mutual consent of the parties hereto; or, upon 10 days advance written notice by either party. In the event of cancellation prior to completion of the specified services, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this agreement shall, at the option of the District, become District's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the contract by the Contractor, and the District may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the District from the Contractor is determined.

7. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of District. Contractor further understands and agrees that he or she is an independent contractor and that the filing and acceptance of this declaration creates a rebuttable presumption of his or her status as an independent contractor and that, as such, Contractor and its interns, trainees and/or Masters of Social Work Associates are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance or any other benefit normally conveyed to District's employees. Contractor will be personally responsible for payment of all amounts due for Federal and State income taxes and Social Security taxes and for deduction of said taxes for its employees since these taxes will not be withheld from payments under this agreement.

Both Contractor and the District's Manager shall initial the attached "*IRS 20 Factor Checklist*" indicating they have reviewed the "*Checklist*" and, by signing this contract, certify that the duties, terms and conditions of this agreement meet the definition of an Independent Contractor per IRS Guidelines.

8. **SUBCONTRACTING**

None of the services covered by this contract shall be subcontracted without the prior written consent of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

9. **INSURANCE**

If requested, Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this agreement, a policy or policies of insurance covering Contractor's services. All insurance shall be with an insurance company with a rating of A or better, as rates by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California.

Required Insurance coverage shall include: Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor. Such liability insurance shall provide a minimum coverage of \$1,000,000.

If requested, Contractor shall furnish to District, prior to commencement of services under this agreement, Certificates of Insurance as evidence of the coverage and limits stated above. Certificates of Insurance shall:

- A. Name the district as additional Insured.
- B. Provide a minimum for 30 days advance written notice of cancellation or material changes.
- C. State that coverage afforded the District as additional insured shall apply as primary and not excess to any insurance issued the District and districts referring students under this agreement.

10. **COPYRIGHT**

Contractor hereby agrees that District shall be the sole owner of the copyright for any publications, writings, materials or product developed by or as a result of this agreement. Contractor shall maintain the confidentiality of any such materials produced.

11. **ARBITRATION**

Any dispute arising out of the performance of this agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

12. **OBEY ALL LAWS**

Contractor hereby agrees he/she will obey all local, state and federal laws in the performance of this contract, including prohibitions against discrimination.

13. **INDEMNIFICATION**

Contractor shall indemnify and hold harmless the District, its officers, agents and employees from every claim or demand made, and every liability, loss, damages, or expense of any nature whatsoever, which may be Incurred as a result of Contractor's performance under this agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, or agents who are directly employed by the District, and except for liability resulting from the active negligence of the District.

IN WITNESS WHEREOF, the District and Contractor have executed this agreement as of the date first written above.

**District:**

Requested by: \_\_\_\_\_

Date: \_\_\_\_\_

Charge to Account:

\_\_\_\_\_

Approved by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_

**CONTRACTOR**

*Signature*

Date: \_\_\_\_\_

Tax I.D. #: 842703679  
(W-9 form must be on file)

Contractor's Mailing Address:  
260 Maple Court Ste. 205, Ventura, Ca. 93003

Email: wflanaganmft@gmail.com

Phone: (805) 798-3723

## IRS 20 FACTOR CHECKLIST

Below are the 20 factors used by the IRS to determine whether the control over a worker is sufficient to constitute an employer-employee relationship. If the relationship is an Independent Contractor, you should only be concerned with the results of the work, not the way in which it is performed. Though these rules are intended only as a guide (*the IRS says the importance of each factor depends on the individual circumstances*) they should be helpful in determining whether enough control is exercised to show an employer-employee relationship.

If you answer “**Yes**” to **all** of the first four questions, you're probably dealing with an independent contractor: “**Yes**” to any of the questions 5 through 20 means your worker is probably an employee.

**1. Profit or Loss**

Can the worker make a profit or suffer a loss as a result of the work aside from the money earned from the project? *This should involve real economic risk - not just the risk of not getting paid.*)

**2. Investment**

Does the worker have an investment in the equipment and facilities used to do the work? *The greater the investment, the more likely independent contractor status.*)

**3. Works for More than One Firm**

Does the person work for more than one company at a time? *(This tends to indicate independent contractor status, but employees can also work for more than one business.)*

**4. Services Offered to the General Public**

Does the worker offer services to the general public?

**5. Instructions**

Do you have the right to give the worker instructions about when, where, and how to work? *This shows control over the worker.*)

**6. Training**

Do you train the worker to do the job in a particular way? *(Independent contractors are already trained.)*

**7. Integration**

Are the worker's services so important to your business that they have become a necessary part of the business? *This may show that the worker is subject to your control.*)

**8. Services Rendered Personally**

Must the worker provide the services personally, as opposed to delegating tasks to someone else? *This indicates that you are interested in the methods employed, and not just the results.*)

**9. Hiring Assistants**

Do you hire, supervise, and pay the worker's assistants? *Independent contractors hire and pay*

*their own staffs.)*

**10. Continuing Relationship**

Is there an ongoing relationship between the worker and yourself? *(A relationship can be considered ongoing if services are performed frequently, but irregularly.)*

**11. Work Hours**

Do you set the worker's hours? *(Independent contractors are masters of their own time.)*

**12. Full-Time Work**

Must the worker spend all of his or her time on your job? *(Independent contractors choose when and where they will work.)*

**13. Work Done on Premises**

Must the individual work on your premises. or do you control the route or location where the work must be performed? *(Answering "no" doesn't by itself mean independent contractor status.)*

**14. Sequence**

Do you have the right to determine the order in which services are performed? *(This shows control over the worker.)*

**15. Reports**

Must the worker give you reports accounting for his or her actions? *This may tend to show Lack of independence.)*

**16. Pay Schedules**

Do you pay the worker by the hour, week, or month? *Independent contractors are generally paid by the job or on commission, although by industry practice, some are paid by the hour.)*

**17. Expenses**

Do you pay the worker's business or travel costs? *This tends to show control.)*

**18. Tools and Materials**

Do you provide the worker with equipment, tools or materials? *Independent contractors generally supply the materials for the job and use their own tools and equipment.)*

**19. Right to Fire**

Can you fire the worker? *(An independent contractor can't be fired without subjecting you to the risk of a breach of contract lawsuit, so long as the results meet specifications.)*

**20. Workers Right to Quit**

Can the worker quit at any time, without incurring liability? *(An independent contractor has a legal obligation to complete the contract.)*

By affixing my initials below, I certify I have reviewed the above "*Checklist*".

\_\_\_\_\_  
**Program Manager**

\_\_\_\_\_  
**Contractor**