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INDEPENDENT CONTRACTOR SERVICES AGREEMENT 2020/2021 School Year

General Information:

Company: Mountain View Whisman School District
Department: Special Education
Contact Person: Arianna Mayes, Director of Special Education
Contract Approved by: _____

Contractor: Goodfellow Occupational Therapy, Inc.
Contacts: John Goodfellow, OTD, OTR/L Rosail Fernandez
CEO Director of Operations & HR
Phone Numbers: (559) 228-9100 (559) 228-9100 X 2

Billing Address: Goodfellow Occupational Therapy, Inc.
2505 W. Shaw Ave., # 101
Fresno, CA 93711

This agreement for occupational therapy services is entered into between Mountain View Whisman School District (District) and Goodfellow Occupational Therapy, Inc. (Contractor), agreed upon in the signature block below.

RECITALS

This agreement is based on the following facts and understandings of the parties:

1. District provides special education services, including occupational therapy (OT), to students enrolled in public schools located within Santa Clara County, CA.
2. Contractor's employees possess special expertise in occupational therapy and have met all applicable federal and state licensing and registration requirements.
3. Contractor possesses a "Notice of Nonpublic, Nonsectarian Agency Certification" provided by the California Department of Education.
4. Contractor will supply District with occupational therapy services for a number of hours per week determined by the number of students receiving occupational therapy services and number of assessments.
5. District agrees to fund 3.0 to 3.2 FTE occupational therapist (OTR) during the 2020/2021 school year, with service time determined by number of students receiving occupational therapy at any given time for therapy, consultations, assessment plans, and other duties required for the practitioner to perform the job.

- a. Contractor will provide occupational therapy up to 5 days per week, during the 2020/2021 School Year.
 - b. Contractor will provide occupational therapy up to 180 days during the 2020/2021 School Year.
 - c. Contractor will provide occupational therapy for Extended School Year, if requested to do so by the Director of Special Education.
6. District understands that Contractor's ability to provide occupational therapy services is subject to the availability of occupational therapists. Unforeseen circumstances (i.e. maternity leave, medical leave) can impact availability of a therapist. Contractor will do best to ensure that these unforeseen circumstances are covered, but cannot guarantee to do so based on the shortage of occupational therapists in California.
 7. Contractor understands that District may seek reimbursement for occupational therapy services from various funding sources, with the OTR providing appropriate documentation for District to secure this funding.
 8. This Agreement is intended to be the written agreement between the parties related to the services to be provided during the referenced term.

TERMS

1. **CONTRACTOR SERVICES.** Contractor agrees to provide occupational therapy services by an occupational therapist registered (OTR) as requested by Mountain View Whisman School District.
2. **CONTRACTOR QUALIFICATIONS.** Contractor represents that it has in effect all licenses, permissions, and otherwise all legal qualifications to perform this agreement. Contractor will provide copy of professional licenses from the California Board of Occupational Therapy for John E. Goodfellow, OTD, OTR/L and employees who provide services for District.
 - a. OTRs have graduated from an accredited school; possess certification in good standing with the National Board for Certification in Occupational Therapy (NBCOT), and licensure pursuant to the provisions of California Business and Professions Code Section 2570 et seq.
 - b. **CONTRACTOR** shall require all employees and all subcontractors to submit fingerprints consistent with California Education Code Section 44237. **CONTRACTOR** shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for **CONTRACTOR'S** employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of the contractors, subcontractors, in addition to employees.

- c. CONTRACTOR shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.
3. TERM. The initial term of this agreement will be for twelve months and begin effective August 01, 2020 and shall end on July 31, 2021. The parties may extend the agreement beyond its initial term as mutually agreed in writing.
4. PAYMENT FOR SERVICES.
 - a. HOURLY RATE.
 - b. District will pay Contractor \$100 per hour for services provide by an OTR. The parties understand that OTRs are employees of Contractor and not employee of District.
 - c. INVOICES. Contractor shall submit invoices to District for services rendered. Contractor shall submit 1 invoice on the last day of each month. Invoices will include dates of services, number of hours provided, and hourly rate.
 - d. PAYMENT. District shall make payment within 20 business days of receipt of an invoice from Contractor and receipt of funding from District. Invoices may be transmitted by US postal service and / or e-mail addresses approved by District.
 - e. District will only be charged for days and hours worked (i.e. not charged for sick days, holidays).
5. Cost to District: 3 OTR @ 5 Days Per Week: \$144,000.00 per therapist
1 OTR @ 1 Day per Week: \$28,800.00 per therapist
Total Expectant Cost for 2020/2021 School Year: \$460,800
6. WORK TIME of occupational therapists consists of:
 - a. Direct Time: Individual Treatment, Group Treatment, Consultation, Assessment, Assessment Reports, Progress Reports, IEP Meetings.
 - b. Indirect Time: Travel, phone calls, set-up, treatment planning, and staff training.
7. NON-COMPETE CLAUSE. Mountain View Whisman School District agrees that during the term of this Agreement and for one (1) year thereafter, it shall not, without the prior consent of Contractor, hire or attempt to hire as an employee or leased employee or engage as in independent contractor for any reason whatsoever any person who was an employee or lease employee of contractor assigned to Mountain View Whisman School District.
8. Emergency Events. District in response to any declared or imminent health, safety or financial emergency, shall continue to pay contractor per the term of this contract until such time as the period of emergency is resolved, or the term of the contract ends, as long as some or all instructional and ancillary services of the district continue in an alternative method of instructional delivery (e.g., distance learning, modified day, modified week) for the purpose of safety of students, staff, and Contractor. **District will fund services that are mutually agreed upon and will continue to pay Contractor for services rendered via alternative method(s) of instructional delivery.**

- a. District may direct Contractor to continue performance on a modified basis as conditions may require, such as modified schedule(s), and/or delivery method. Notice of any schedule modification shall be provided to Contractor in a reasonably prompt manner. Contractor will modify delivery schedules and/or delivery method **within a mutually agreed upon timeframe**, and will make all necessary and reasonable effort to facilitate services in the manner prescribed.
9. CONFLICT OF INTEREST. Contractor does not have, or anticipates having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
10. INDEPENDENT CONTRACTOR STATUS: When engaged in carrying out the terms and conditions of the contract, Goodfellow Occupational Therapy, Inc. represents themselves as an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District. Contractor shall assume full responsibility for payment on account of Goodfellow Occupational Therapy, Inc. and all its employees of federal, state, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation and applicable income and employment tax laws. Nothing contained herein shall be construed as creating the relationship of employer/employee or principal/agent as between Goodfellow Occupational Therapy, Inc. and Mountain View Whisman School District.
11. CIVIL RIGHTS: Contractor shall comply with Title VI of the Civil Right Acts of 1964 and all requirements thereunder.