

**HOLLISTER SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

P.O. # _____

THIS AGREEMENT is made and entered into this 10TH day of JUNE, 2022, by and between PRO CARE THERAPY–New Directions Solutions, LLC a corporation, partnership, limited liability corporation, sole proprietor, whose mailing address is 5550 Peachtree Parkway, Suite 500, Peachtree Corners, GA 30092 physical address is Same as above.

Hereinafter referred to as "CONTRACTOR" and Hollister School District, hereinafter referred to as "DISTRICT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR has the required background, experience, expertise, and is specially trained to perform the special services required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, DISTRICT maintains certain confidential information including trade secrets, student records, and all other information not clearly known to the public and/or confidential pursuant to law. The DISTRICT's trade secrets and other proprietary and confidential information includes the whole or any processes, procedures, confidential business or financial information, and all other trade secret information not clearly known to the public, hereinafter referred to as "CONFIDENTIAL INFORMATION."

NOW, THEREFORE the Parties, for the consideration stated herein, mutually agree to enter into this AGREEMENT subject to the following terms and conditions:

1. **Services.** DISTRICT hereby engages CONTRACTOR as an Independent Contractor to provide the following services, hereinafter referred collectively to as the "SERVICES":
TO PROVIDE 1 REGISTERED BEHAVIOR TECHNICIAN FOR ESY FROM JUNE 10-JULY8 AS STATED IN THEIR IEPS.
Additional students may be assigned to Service Provider's caseload as needed by the Special Education Department.
Work hours will be 4.5 hours per day which includes service provision, collaboration, meetings and IEP attendance.
Special Education Admin will need to PRE-APPROVE any additional hours for Service Providers.
When the Service Provider is absent, Pro Care Therapy, New Directions, will supply a substitute. If a substitute is not secured, the Special Education Department will be notified, and will not be billed for the day that the absence occurred.
This Contract excludes services during non-student days, school holidays, and school breaks.
This contract will include BCBA support including RBT supervision by BCBA.

CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the DISTRICT. CONTRACTOR shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from DISTRICT. CONTRACTOR shall have sole discretion and control of CONTRACTOR's services and the manner in which they are performed.

2. Term. The term of this AGREEMENT shall commence on the 10th day of JUNE, 2022 and terminate on the 8TH day of JULY, 2023. CONTRACTOR understands and agrees the DISTRICT has no obligation to extend the terms of this AGREEMENT, or contract for the provision of any future services, and makes no warranties or representations otherwise. Neither CONTRACTOR nor DISTRICT is required to renew this AGREEMENT in subsequent contract years. However, the parties acknowledge that any subsequent AGREEMENT is to be renegotiated prior to June 30, 2023. (Title 5 California Code of Regulations sections 3062 (d)).

3. Submittal of Documents. CONTRACTOR shall not commence the SERVICES under this AGREEMENT until CONTRACTOR has submitted and the DISTRICT has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required, which shall be incorporated herein by reference, as indicated below: *(Please indicate documents that apply)*

Signed Agreement
 Insurance Certificates and Endorsements
 W-9 Form Attached On file
 Worker's Compensation Certification
 Fingerprinting/Criminal Background Investigation Certificate
 Tuberculosis Clearance
 Copy of current license or credential required for type of service
 STRS Retirement Date: _____
 PERS Retirement Date: _____

4. Compensation. DISTRICT agrees to pay CONTRACTOR for the performance of SERVICES satisfactorily rendered pursuant to this AGREEMENT, according to the following rates, terms and conditions. DISTRICT agrees to pay CONTRACTOR on the following basis:

Not to exceed \$ \$5,300.00 total fee for Services.

The basis of the fee for Services shall be as follows:

- a. \$ 58.00 per hour for a maximum of 20 HRS PER WK hours,
- b. \$ N/A per day for a maximum of N/A days, or
- c. \$ N/A per engagement as may be requested by DISTRICT.

Checks will be made payable to CONTRACTOR and mailed to above address upon receipt of an invoice. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. DISTRICT agrees to pay CONTRACTOR within thirty (30) days of receipt of detailed invoice and/or DISTRICT form for Independent Contractor Request for Payment.

- 4.1. Incidental Expenses: N/A
- a. Lodging: Not to exceed \$ N/A per night.
 - b. Meals: Reimbursement limited to current rate for District employees.
 - c. Travel: Contractor will not be reimbursed for travel costs within 60 miles of DISTRICT. Other travel costs to reimburse at the current allowable IRS rate.
 - d. Supplies: As negotiated with school/department contracting for service. Not to exceed \$ N/A.

5. Termination of Agreement. This agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. CONTRACTOR will be compensated only for satisfactory work performed up to the date of termination.

6. Relationship of the Parties. CONTRACTOR enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall CONTRACTOR be considered an employee of DISTRICT within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, worker's compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall CONTRACTOR look to DISTRICT as his/her employer, or as a partner, agent, or principal. CONTRACTOR shall not be entitled to any benefits accorded to DISTRICT's employees, including, without limitation, worker's compensation, disability insurance, vacation, or sick pay. CONTRACTOR shall be responsible for providing at CONTRACTOR'S expense, and in the CONTRACTORS name, disability, worker's compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

CONTRACTOR shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide DISTRICT with proof of said payments upon demand. CONTRACTOR hereby indemnifies DISTRICT for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by DISTRICT arising out of CONTRACTOR'S breach of this Section.

7. Fingerprinting and Criminal Records Check of Contractor's Employees. CONTRACTOR shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees. CONTRACTOR shall not permit any employee to have any contact with the DISTRICT pupils until such time as CONTRACTOR has verified in writing to the governing board of the DISTRICT that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

8. Insurance. Without limiting CONTRACTORS's indemnification, it is agreed that CONTRACTOR shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy(Contractual liability included) utilizing an occurrence policy form, with limits not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability insurance shall be maintained at the same rate currently for District employees.

9. Assignment. The CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent on the DISTRICT.

10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Hollister School District
2690 Cienega Road
Hollister, CA 95023
Attn: Superintendent

CONTRACTOR

Name: Pro Care Therapy/New Dir. Solutions
Address: 5550 Peachtree Parkway
Suite 500
Peachtree Corners, GA 30092
Phone: _____
Fax: N/A
Email: josie.jones@procaretherapy.com
Attn: JOSIE JONES

Any notice personally given or sent by telegram or facsimile transmissions shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Equipment and Materials. CONTRACTOR at its sole cost and expense shall provide and furnish all tools, labor, material, equipment, transportation services and any other items collectively, ("Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, DISTRICT shall not be responsible for any damages to persons or property as a result of the use, misuse, or failure of any Equipment used by CONTRACTOR of the CONTRACTOR Parties by DISTRICT. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by DISTRICT and in such case must be promptly remedied or replaced by CONTRACTOR at no additional cost to DISTRICT and subject to DISTRICT's reasonable satisfaction.

12. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

13. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in San Benito County, California.

14. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorney's fees shall be counted in calculating the amount of judgment for purposes of determining whether a party is entitled to its costs or attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives on the dates indicated below.

HOLLISTER SCHOOL DISTRICT

CONTRACTOR

BY: *[Signature]* June 15, 2022 BY: _____
Administrator Date Date
Title: Director of Special Education Title: _____
Authorized by: *[Signature]* 6/17/22
Director of Fiscal Services Date
Approved: *[Signature]* 6/20/22
District Superintendent Date

Date of Board Approval _____ Board Item # _____

Funding Source:

010	6537	0	5830	00	5750	1110	000000	001	0015	100 %
Fund	Resource	Yr	Object	Sub	Goal	Func.	Cost Center	Site	Mgr.	
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____ %
Fund	Resource	Yr	Object	Sub	Goal	Func.	Cost Center	Site	Mgr.	
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____ %
Fund	Resource	Yr	Object	Sub	Goal	Func.	Cost Center	Site	Mgr.	
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____ %

Original: Business Office- Accounts Payable
Copy: Requesting Department
Copy: Contractor