



## *Goodfellow Occupational Therapy*

### **INDEPENDENT CONTRACTOR SERVICES AGREEMENT 2018/2019 School Year**

**General Information:**

School District: Central Unified School District  
Department: Special Education  
Contact Person: Andrea Valadez, Director of Special Education  
Contract Approved by: \_\_\_\_\_

**Contractor:** Goodfellow Occupational Therapy, Inc.  
Local Contact Person: John Goodfellow, OTD, OTR/L      Susanna Ortiz, MBA  
CEO      Chief Operating Officer  
Phone Numbers: (559) 228-9100      (559) 228-9100 x 2  
Billing Address: Goodfellow Occupational Therapy, Inc.  
2505 W. Shaw Ave., Building A  
Fresno, CA 93711

This agreement for occupational therapy services is entered into between Central Unified 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 Fresno 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. Occupational therapist will service up to 9 students for every 8 work hours, with 1 FTE occupational therapist servicing up to 45 students.
5. District agrees to fund up to 3.8 FTE OTR during the 2018/2019 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.

Contract year will start at 3.4 FTE OTR, and with verbal authorization of Director of Special Education will increase up to 3.8 FTE OTR.

Contract will not exceed more than \$532,000 for the 2018/2019 School Year.

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 Central Unified 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. Providers are fully apprised of their child abuse reporting duties as set forth in California Penal Code Section 11166, have never been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in California Education Code 44010, or to a felony that would disqualify a provider from employment pursuant to Education Code Section 44327, and have received California Department of Justice (DOJ) clearance.
3. **TERM.** The initial term of this agreement will be for twelve months and begin effective August 1, 2018 and shall end on July 31, 2019. 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 provided 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 invoices 2 times per month on the 15<sup>th</sup> and last day of each month. Invoices will include dates of services, number of hours provided, and rates.
  - 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. 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.
  6. THERAPY EQUIPMENT AND SUPPLIES. Central Unified School District will budget \$600 for OTRs to order therapy equipment to support special education students in the classroom (i.e. weighted vest, move-n-sit cushions, adaptive equipment).
  7. NON-COMPETE CLAUSE. Central Unified 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 District.
  8. 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.
  9. 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 Central Unified School District.
  10. CIVIL RIGHTS: Contractor shall comply with Title VI of the Civil Right Acts of 1964 and all requirements thereunder.

AGREED:

\_\_\_\_\_  
 John Goodfellow, OTD, OTR/L  
 CEO

\_\_\_\_\_  
 Designated Representative  
 Central Unified School District

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name and Title of Representative

\_\_\_\_\_  
 81-4909527  
 EIN

\_\_\_\_\_  
 Date