



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (Agreement) is entered into this ____ day of _____, by and between Special Kids Special Families Inc , a nonprofit corporation having its principal place of business at 1915 Aerotech Drive, Suite 100 (Corporation) and, _____ having its principal place of business at _____ (Contractor) in

consideration of the mutual promises made herein, as follows:

Term of Agreement:

This Agreement will become effective on the _____ day of _____, and will continue until one or both parties agree to end the Agreement, a 30-day notice either way is expected. Contractor, in providing a 30 day notice will practice clinical and treatment methods for safe transfer of any Special Kids Special Families clientele.

Services to be Rendered by Contractor include those services that the Contractor is trained and qualified by service definition to provide which the agency provides. Those services include

- Advocacy for youth and young adults
- Individual, Group, and Family therapy (must be a Master's level in Behavioral Health and possess a skill ability and prior demonstration of having clinical therapy work
- Life Skills
- Family Preservation services
- Supervised Visitation
- Mentoring
- Parent Training

The Scope of services will include:

- a. Review and accept referrals within Contractor's schedule for services referred by the Clinical Director or Contract Clinical Manager; notifying of acceptance/rejection within an hour of receipt of the referral.
- b. Complete intake assessments on all accepted referrals; and complete all intake paperwork that is necessary for the client's file in accordance to the agency and contractual standards.
- c. Maintain HIPAA standards of confidentiality on all behavioral health records, documentation, and communication.
- d. Communicates with all parties of services provided, including caseworker, parties involved in the services provided, behavioral health team
- e. Provide professional modeling, supervision services to clients in the scope of practice where supervision is required, and address safety issues when needed.
- f. Completes intake, program activity and intervention documentation in accordance to agency and contractual standards and timelines.
- g. Promotes cooperative working relationships within the contracted organization and to community partners.

- h. Attend in-service education and training opportunities, supervisory sessions and meetings.
- i. Will utilize the clinical records and tools provided which directly relate to completing the work.
- j. Maintain CPR/First Aid training current; and maintain a good driving record.
- k. Complete invoices and tracking of client services and cancellations, reporting concerns to the Program Consultant and Clinical Director.

Independent Contractor Status:

Intent of the parties is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of Corporation, and that:

- A. Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of State and Federal Income taxes, social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No federal, state or local taxes of any kind shall be withheld or paid by the Corporation.
- B. Contractor does not have the authority to act for the Corporation, or to bind the Corporation in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Corporation.
- C. Contractor has and hereby retains control of and supervision over the performance of employee obligations as specified in the Core Service Contract.
- D. Corporation reserves the right to require specific information on both billing forms and file documentation forms, which are required by county, school, state or other funders to which such forms are under scrutiny for payment of services thereof. This may include an orientation or Medicaid orientation as needed for billing purposes.
- E. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the Corporation.
- F. Contractor will not receive benefits of any type from the Corporation
- G. Contractor will not combine its business operations in any way with the Corporation's business operations and each party shall maintain their operations as separate and distinct
- H. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- I. Contractor will be responsible for paying all expenses related to licensing requirements.
- J. Contractor must enroll or be listed on the Colorado state database (DORA) before accepting any contract for services.
- K. Contractor is responsible for maintaining 40 hours of continuing education training hours, per fiscal year, required for the Contractor's services, and shall provide proof of such training upon the request of the Corporation.
- L. The Corporation will not oversee the actual work of Contractor, while it is being performed, nor will Corporation instruct Contractor how the actual work of the Contractor will be performed. Nevertheless, Corporation will provide specifications and standards of expectation regarding quality of work performed as provided elsewhere in this Contract.

Method of Performing Services:

1. Contractor will furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services, with the exception of billing forms and file documentation forms, which are required by county, school, state or other agencies/funders to which such forms are under scrutiny for payment of services thereof.
2. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of Corporation.
3. To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer.
4. Contractor shall attend Corporation trainings when requested that relate to Medicaid billing or documentation needs.
5. Contractor is responsible for notifying the Corporation, in writing, if a client file becomes lost or compromised in anyway.
6. Contractor is responsible for notifying the Corporation of any critical incidents, in writing, and a critical incident form is provided to the Contractor for usage. Critical incidents are to be reported per DHS and agency protocol.
7. Contractors are responsible for notifying the Program Consultant, Director of Programs and the Clinical Director of times of absences, planned absences or when unavailable due to working remotely that will affect the Contractor's job. This notification must be in writing.
8. To comply with external requirements imposed by funding sources, including but not limited to Medicaid, Contractors must work with the Program Consultant and Clinical Director to located mental health coverage for their clients, when they have a leave of absence, vacation, or other event that would make the Contractor unavailable to the clients.
9. The Corporation is obligated by the requirements of the Colorado Department of Regulatory Agencies and applicable Colorado Medicaid Health Statutes, to ensure that the Contractor meets acceptable standards of; however, Corporation may terminate the Contract if it reasonably believes Contractor's clinical competency is insufficient.

Compensation:

For the satisfactory performance of the Services as stated, Corporation shall pay Contractor the fixed unit rate, contract rate, or (stated per Service type in the Services To Be Provided By Contractor, per hour of services for its Services within 30 days after receipt of Contractor's invoice. Payment will not be made on a salary rate. Corporation shall have no obligation to make any payments until such time as Corporation accepts performance as satisfactory. All payments under this contract will be made to the trade/business name of the Contractor. No payments will be personally made to an individual.

Billable hours will be based on the numbers of hours for services provided, along with the billable fee for service. Billable services will include the amount of time of the actual billable service time. Documentation must be performed and included with the service provided; and time spent in the conduct of documentation is not considered in service time.

- Mentoring - \$22.00/hour
- Supervised visitation, life skills, and advocacy – \$22.00
- Life Skills, Advocacy - \$26.00
- Enhanced services of supervised visitation, life skills, advocacy (i.e. 4+ youth and travel time). \$30.00
- Family Preservation – \$30.00
- Family Preservation enhanced – (i.e. complex case as defined by agency staff) \$32.00
- Individual, Family therapies - \$34.00
- Core Service Family Engagement Meetings - \$20.00

Other billable hours will include:

- 3 hours per week of scheduled and required case consultation/supervision and staff meetings - \$20.00
- Mileage at .40 per mile . This reimbursement is conditional, dependent upon the case itself.

The Corporation will provide a written client addendum for the services provided, which will include the fee of service provided.

Continued Education will be provided at no cost to the contractor, and where required education is identified for the Contractor; the contractor will schedule to attend those trainings.

Invoices

Contractor shall submit twice a month invoices in line with the Corporations normal pay schedule. All invoices must be received/revised within the month the service was provided, or by the 1st of the following month by 5:00 pm. Any invoice that is not received by these guidelines will not be paid. All invoices shall state a detailed description of each specific service performed, be completed in its entirety and be accompanied with corresponding Progress-To-Date Notes must be in compliance with the requirements of county, school, state or other funders to which such forms are under scrutiny.

The invoice will be sent to the finance department at ap@sksfcolorado.org.

Tools and Instruments:

Corporation will supply all equipment, supplies, and training necessary and required to form the services under this Agreement. Tools that the Corporation will provide include a dedicated BH computer, access to the server for needed files and the on-call phone.

Workers' Compensation:

Contractor is not entitled to unemployment insurance benefits or worker's compensation benefits unless such coverages are provided by the Contractor or some other entity than the Corporation.

Insurance:

- A. No later than 7 (seven) days after execution of this Agreement and, in any event before Contractor begins work, Contractor shall provide Corporation with certificates of

insurance (and copies of actual insurance policies upon Corporation's request), evidencing the types and amounts specified below:

- B. Commercial General Liability insurance with limits no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Such insurance must add Corporation as an additional insured on a form reasonably acceptable to Contractor.
- C. Professional Liability Insurance providing coverage standard in the industry for the types of services Contractor performs with limits no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate (if issued on an occurrence basis) or \$1,000,000 per claim (if issued on a claim made basis).

The Insurance Shall:

- A. Be primary and non-contributory to Corporation's insurance to the full limits of liability herein before stated and, should Corporation have other valid insurance, Corporation insurance shall be excess insurance only.
- B. Not be canceled without thirty (30) days prior written notice to Corporation
- C. Be submitted by the Contractor at renewal each year to the Clinical Director.

Obligations of Corporation:

Corporation agrees to meet the terms of all reasonable aspects of Contractor necessary to the performance of Contractor's duties under this Agreement.

Assignment:

Neither this agreement nor any duties or obligations under this Agreement may be assigned by Corporation or Contractor without the prior written consent of Contractor or Corporation.

Notice:

Any notice to be given hereunder by either party to the other, shall be in writing and shall be deemed given when sent by certified mail. Notices to Contractor shall be addressed to _____ . If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter required to be given shall be sent by certified mail to such new address.

GENERAL PROVISIONS

Enforcement and Waiver

The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

Severability

If any of the provisions of this Contract shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Contract, but rather the entire Contract shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Contract.

Nonexclusive Nature

This Contract does not grant Contractor as an exclusive privilege or right to supply services to the Corporation. Corporation makes no representation or warranties as to a minimum or maximum procurement of services hereunder.

Termination:

Notwithstanding any other provisions of this Contract, either party hereto may terminate this Contract at any time by giving 30-days written notice to the other party. Neither Corporation nor Contractor may terminate this Contract during the contract period unless the specifications of this Contract are not met by either party. If, at any time, a party's performance or conduct under this Contract is found by either party to be in breach of this Contract, this Contract may be terminated by the non-breaching party without the prior notice. If damages are caused to the non-breaching party as a result of the breach of this Contract, the breaching party shall be liable for damages including, but not limited to, any costs, attorney's fees, special, indirect, incidental, or consequential damages, including loss of profits.

Entire Contract

This Contract supersedes any and all other Contracts or Agreements, either oral or in writing, between the parties hereto with respect to the performance of services by the Contractor for Corporation, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Contract, agreement, statement or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Contractor Signature

Corporation Signature

Print Name

Print Name

Date

Date