

AGREEMENT BETWEEN
UNITED WAY OF NORTHERN CALIFORNIA
AND
INDEPENDENT CONTRACTOR

This AGREEMENT made this _____ day of _____, 20____ between United Way of Northern California having a principal place of business at 2500 Floral Avenue Suite 20, Chico, CA 95973, hereinafter referred to as the Contractor, and _____, an independent contractor having a principal place of business at _____, hereinafter referred to as the Independent Contractor.

1. **Term of the Contract.** This agreement will continue in effect until the services provided for herein have been performed or until terminated as mutually agreed.
2. **Specific Services.** Independent Contractor **agrees** to provide psychological and counseling services to individuals, which are within the scope of his/her training and experience. These services shall comply with accepted clinical standards and the professional and ethical standards.
3. **Method of Performing Services.** Independent Contractor will determine the method, details, and means of performing the above-described services in accordance with professional and ethical standards of the Independent Contractor's profession.
4. **Referral Process.** Contractor agrees to provide Independent Contractor with a Client Referral Form, which will include the client's contact information. Upon receiving the referral, it is the responsibility of the Independent Contractor to initiate services and manage the appointment details directly with the client. Independent Contractor may also refer a client to the project by submitting a Client Referral Form to the Contractor. Once the client has been determined to be eligible for services by the Contractor, the Independent Contractor may render services.
5. **Compensation.** Contractor agrees to pay the Independent Contractor for the services set forth at the rate of _____ per hour. It is the responsibility of the Independent Contractor to submit a monthly log of all sessions rendered by the 3rd of the following month to the Contractor. Independent Contractor will consequently be reimbursed by the 15th of the month for all counseling sessions performed in the previous calendar month.
6. **Liability Insurance.** Independent Contractor agrees to maintain a policy of liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) to cover any negligent acts committed by the Independent Contractor during the performance of any duties under the Agreement. Independent Contractor agrees to provide Contractor with proof of said coverage. Independent Contractor further agrees to hold the Contractor free

and harmless from any and all claims arising from any such negligent act or omission.

7. **Use of Contractor Name.** Use of the name, *United Way of Northern California*, for advertising or promotional purposes shall be with the prior written approval of the Contractor. The Independent Contractor shall not use the name, *United Way of Northern California*, or that of any employee of the *United Way of Northern California*, to incur any debt or financial obligation.
8. **Entire Agreement of the Parties.** This Agreement supercedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Independent Contractor for Contractor 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 Agreement 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 agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties.
9. **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 will nevertheless continue in full force without being impaired or invalidated in any way.
10. **Arbitration.** It is mutually agreed that any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration.
11. **Notice of Termination.** Both parties agree to submit a written notice of termination of this agreement to the other party at least thirty days prior to an effective termination date.
12. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

Independent Contractor

Date

Contractor (United Way of Northern California)

Date