



## INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is between Family Counselling and Support Services for Guelph Wellington (the “**Company**”) and **XXXX** (the “**Contractor**”) (collectively referred to as the “**Parties**”).

**This contact will be in effect from – 201x to 201x**

In consideration of their mutual promises, the Parties agree as follows:

### 1. SERVICES

“**Services**” means the services provided by the Contractor in performing clinical counselling duties including:

- (a) Assess client referrals and develop an appropriate plan of intervention and/or recommendations for referrals as required, aligned with FCSS standards;
- (b) Provide individual, couple, family and/or group therapy according to accepted standards of practice established by Family Counselling & Support Services for Guelph-Wellington and as may be directed by the Manager, Clinical Services

### 2. FEE FOR SERVICES

In consideration for the provision of services, the Company agrees to pay the Contractor and the Contractor agrees to accept **an hourly rate of \$XX.00** for each hour worked. Hours worked will be determined by the Contractor and the Clinical Manager.

#### **Invoices:**

The Contractor agrees to invoice the Company on a monthly basis for such payment, such *invoice to be submitted by the 1st day of the following month*. Each invoice must include the Contractor’s name, business address, **phone #, email address, college registration #**, dates of service, hours of service and **case number**. Invoices for services submitted after 60 days from the service date will not be paid.

### 3. TERMS AND CONDITIONS

- 3.1 Contractor agrees to provide, and the Company agrees to accept from the Contractor, Services on the terms and conditions set out in this Agreement.
- 3.2 In supplying Services, the Contractor will:
  - (a) be solely responsible for the Contractor’s acts and omissions;
  - (b) be solely responsible for obtaining and paying for any insurance concerning the operations of the Contractor relating to the Services provided by the Contractor to the Company in a form acceptable to the Company and provide proof of such insurance as may be requested by the Company;
  - (c) perform all services in a professional, competent and diligent manner; and
  - (d) abide by all applicable laws, rules and regulations
  - (e) provide a police check for vulnerable populations
  - (f) provide proof of credentials, qualifications and educations as required by the Company
  - (g) provide proof of registration with your regulatory college or body on an annual basis

- (h) provide proof of professional liability insurance on an annual basis
- 3.3 The Contractor acknowledges and agrees that:
- (a) the Contractor is an independent contractor and supplies all of the Services hereunder as an independent contractor and that she/he has the right to provide services of any kind to any other employer;
  - (b) the Contractor is not entitled to assign rights or obligations under this Agreement;
  - (c) the Contractor is not entitled to any employment benefits of any kind whatsoever from the Company including but not limited to private programs or coverages and statutory programs and coverages, the *Employment Standards Act*, worker's compensation plans, employment insurance schemes, health plan contributions, or otherwise.
- 3.4 The Contractor undertakes and agrees to defend and indemnify the Company and hold Company harmless, at Contractor's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that Company may sustain or incur by reason of:
- (a) any breach of this Agreement by any of the Contractor;
  - (b) the acts or omissions of the Contractor in performing Services or otherwise carrying on the Contractor's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
  - (c) any claim or finding that the Contractor is an employee of the Company or are entitled to any Employment Benefits of any kind; or
  - (d) any liability on the part of the Company under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the Company, from the Contractor.
- 3.5 The Contractor may acquire knowledge of the secrets of the Company and information of a confidential nature including but not limited to client information, financial information, business and programs plans, lists of present and prospective clients of the Company as well as the clients' contacts and related information ("Confidential Information") concerning the affairs of the Company. The Contractor agrees that while acting as a Contractor for the Company, and for any time thereafter, they shall not use any of the Confidential Information to the detriment of the Company and shall only disclose such information with the written approval of the Company or as compelled by law. The Contractor acknowledges that contravention or breach of these obligations will cause serious and irreparable harm to the Company and shall be grounds for immediate termination of this Agreement and potential legal action against the Contractor for damages arising out of such breach and/or injunctive relief.
- 3.6 The Contractor agrees that all records, papers, software, computer programs, reports, proposals, memoranda, lists, correspondence and other documents made by the Contractor or in his/her possession relating to the Company, including Confidential Information, shall be and remain the property of the Company and the Contractor shall hand these over to the Company on demand and, in any event, on the termination of this agreement.
- 3.7 The Contractor shall comply, while performing the Services for the Company under this Agreement and while at the Company premises or dealing with Company employees, other contractors and clients, with all the policies and rules of the Company from time to time in force which are brought to his or her notice or of which s/he should reasonably be aware. The Contractor confirms receipt of a copy of the policy

handbook of the Company. The Contractor shall direct any questions regarding their obligations to the Executive Director.

**4. TERMINATION**

- 4.1 This Agreement may be terminated by the Company for any reason whatsoever upon giving two (2) weeks notice in writing to the Contractor. Notwithstanding the foregoing, the Company may terminate this Agreement immediately upon paying to the Contractor an amount equal to two (2) weeks of invoiced time. The two weeks of invoiced time shall be calculated based upon the weekly average over the prior six month period or the period of the Agreement if less than six months have elapsed.
- 4.2 The Company may terminate this Agreement immediately for breach of any of the terms of this Agreement without notice or further obligation of any kind to the Contractor.
- 4.3 The Contractor may terminate this Agreement upon providing two (2) weeks written notice to the Company.

**5. ADDITIONAL TERMS**

- 5.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 5.2 If any provision in this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- 5.3 No amendment shall be valid or binding unless in writing and executed by both parties. No waiver of breach of any term of this Agreement shall be binding unless made in writing and executed by the party providing the waiver.
- 5.4 Any notice shall be given as follows:

To the Contractor at: Address:  
 Email:  
 Phone:

To the Company at: 109 Surrey Street East, Guelph, ON N1H 3P7  
[marionmaclean@familyserviceguelph.on.ca](mailto:marionmaclean@familyserviceguelph.on.ca) 519-824-2431 x 27

**DATED** at Guelph, Ontario, this xx day of xxxx 20xx

**WITNESS**

Name:

**CONTRACTOR**

Signature

Print Name: XXXXX

College Registration #

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Marion MacLean, M.Sc. RMFT  
 Manager, Clinical Services  
 Family Counselling and Support Services for Guelph-Wellington

Cc: Kate Power, Executive Director  
 Cheryl Rodgers, Coordinator, People & Learning