

**OWCAP Contractor Agreement**  
**Circles Resource Integration Coach- ICAN**  
**Training and Technical Assistance Services**

This Agreement, effective April 1, 2021, is made and executed on the dates below between Ogden-Weber Community Action Partnership, Inc. (OWCAP) (“Client”) with a principal place of business at Ogden, UT and the Weber County Prosperity Center of Excellence (“Contractor”), with a principal place of business at 3159 Grant Ave., Ogden, Utah. Client and Contractor shall collectively be referred to as “Parties”.

**1. Services to Be Performed**

Contractor agrees to perform the services of Training and Technical Assistance as listed in Attachment A.

**2. Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor **\$2,500 per quarter (3-month period)** pursuant to the Payment Details listed in Attachment A.

Contractor shall be paid within a reasonable time after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of work performed.

**3. Expenses**

Contractor shall be responsible for all expenses incurred by Contractor while performing services under this Agreement. This includes automobile and other travel expenses; vehicle and other license fees and permits; insurance premiums; road, taxes; fines, cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

**4. Independent Contractor Status**

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

The services required by this Agreement shall be performed by Contractor,

Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

#### **5. Business Licenses, Permits, and Certificates**

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

#### **6. State and Federal Taxes**

Client will not:

- a. withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- b. make state or federal unemployment compensation contributions on Contractor's behalf, or
- c. withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes.

#### **7. Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

#### **8. Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

#### **9. Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law.

#### **10. Insurance**

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement: Any necessary malpractice insurance and/or liability insurance.

#### **11. Indemnification**

Contractor shall indemnify and hold harmless Client against any and all liability, loss, expense (including reasonable attorney's fees), and claims arising out of the negligent acts, errors, or omissions of Contractor.

Client shall indemnify and hold harmless Contractor against any and all liability, loss, expense (including reasonable attorney's fees), and claims arising out of the negligent acts, errors, or omissions of Client.

**12. Term of Agreement**

This agreement will become effective when signed by both Parties and will terminate on the earlier of:

- a. the date Contractor completes the services required by this Agreement;
- b. June 30, 2022; or
- c. the date a Party terminates the Agreement as provided below.

**13. Terminating the Agreement**

Either Party may terminate this Agreement at any time by giving 60 days' written notice to the other party of the intent to terminate.

**14. Exclusive Agreement**

This Agreement is the entire Agreement between Contractor and Client.

**15. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

**16. Resolving Disputes**

If a dispute arises under this Agreement, any party may take the matter to Utah State court, jurisdiction of the county of Weber only upon first attempting to resolve the dispute through Alternative Dispute Resolution, such as mediation.

**17. Proprietary Information.**

- a. The Parties shall not disclose the product of any work performed under this Agreement ("Work Product") that is prohibited from disclosure under the Government Records Access Management Act (GRAMA). Work Product includes all notes, reports, documentation, drawings, and other similar products shared by either Party while performing under this Agreement.
- b. Subject to Section 17(a) of this Agreement, the Parties may use any Work Product as reasonably necessary to fulfill the obligations of this agreement.

**18. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

**19. Assignment and Delegation**

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

**20. Applicable Law**

This Agreement will be governed by Utah law, without giving effect to conflict of laws principles.

**Signatures**

EXECUTED this 10<sup>th</sup> day of May, 2021.

By **Ogden-Weber Community Action Partnership, Inc.**

Christina  
Signature

Executive Director  
Title

And by the **Board of County Commissioners of Weber County, on behalf of the Center of Excellence**

\_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

**Attachment A**

**Trainings and Technical Assistance Performed by Contractor:**

Contractor will provide training and technical assistance centering on the Integrated Community Action Now (ICAN) methodology to Client’s Circles Resource Integration Coach. Services include:

1. Database Access & Training
2. ICAN Methodology
3. Building Social Capital – Integrating Resources and Services
4. Family Resilience Measure & Plan
5. Child Self-Determination Measure & Plan
6. Access & Equity
7. Network Saturation Indicator
8. Evidence Based Practice – Prevention, Risk and Protective Factors
9. Tracking & Reporting Outcomes & Indicators
10. Data Collection, Data Analytics, and Gap Analysis
11. Materials (printing, copying, etc.)
12. Presentations
13. Weekly Staff Meetings, Monthly and Quarterly Leadership Meetings
14. Integrated Partners and Resources

**Payment Details**

Client shall pay Contractor at a rate of \$2,500.00 per quarter. Quarters covered in this contract run between April, 2021 and June 30, 2022. Quarter definitions:

**Year 1**

Q4: 4/1/21-6/30/21

**Year 2**

Q1: 7/1/21-9/30/21

Q2: 10/1/21-12/31/21

Q3: 1/1/22-3/31/22

Q4: 4/1/22-6/30/22

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