

AGREEMENT FOR FOOT CARE SERVICES

Facility Pay

This agreement (hereinafter "Agreement") is hereby made this _____ day of _____, 2010, by and between _____, an individual person (hereinafter "Independent Contractor") and _____, (hereinafter "Facility") located at: _____ for foot care services according to the following terms and conditions:

1. SERVICES TO BE PROVIDED, EQUIPMENT, AND SUPPLIES

1.1. Independent Contractor agrees to provide Foot Care Services ("Services") to patients who, by his/her own request or by consult through the Facility's staff such services within the limits and scope of Contractor's knowledge and/or licensure, as applicable.

1.2 Independent Contractor shall supply, at its sole expense, all materials and/or supplies necessary to provide Services.

1.3 Independent Contractor shall set his/her own hours, but agrees to be available to the Facility for a minimum of one (1) or two (2) days per eight to ten weeks. For scheduling purposes, Independent Contractor shall be contacted by the facility's staff to arrange visits.

1.4 Independent Contractor agrees to read, review, understand, and be bound by all applicable Facility policies pertaining to the services provided (including HIPPA).

2. FEES AND TERMS OF PAYMENT

2.1 Independent Contractor shall set the fees charged to clients and present itemized invoice within two weeks of date of services provided.

2.2 Independent Contractor will allow Facility to inspect appointment books and other record keeping items related to Facility service for audit purposes.

2.3 No federal, state, or local income tax or payroll tax of any kind shall be withheld or paid by Facility on behalf of Independent Contractor. Independent Contractor shall be solely responsible for all tax liability.

3. EXPENSE REIMBURSEMENT, FRINGE BENEFITS, INSURANCE

3.1 Facility shall not be liable to Independent Contractor for any expenses paid or incurred by Independent Contractor unless otherwise agreed to in writing prior to expenditure.

3.2 Independent Contractor acknowledges because he/she is not an employee of Facility and is therefore not eligible for and shall not participate in any employee benefit program of Facility, including pension, health, or other fringe benefits.

4. TERM AND TERMINATION

4.1 This Agreement is effective as of the date first written. Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement. If either party breaches any representations, warranty or other obligation as set forth in this Agreement, or if any license, certification or accreditation of either party is suspended or revoked, the other party shall have the right to terminate this Agreement immediately.

4.2 The notice required by this Section shall be sent to the respective address set for the above via (1) certified mail, return receipt requested, or (II) overnight or second day courier delivery. Notice shall be deemed given when received by the other party, or within three (3) days of mailing, whichever shall occur sooner.

5. ADDITIONAL PROVISIONS

5.1 **Independent Contractor:**

- a. will dress in a style consistent with Facility Personal Appearance Standards
- b. will have no authority to enter into contracts or agreements on behalf of Facility
- c. will comply with all applicable laws regarding business permits, certificates, and/or licenses may be required to carry out the services outlined in this contract
- d. will indemnify and hold Facility harmless from any and all loss and liability arising out of or incurred as a result of her provided services under this contract.
- e. will provide Facility with the following documents: current professional license, current resume, evidence of TB testing, confidentiality pledge, and authorization for WA State Patrol Background Check

5.2 **Facility:**

- a. acknowledges Independent Contractor may perform similar services for others during the terms of this contract.
- b. acknowledges it has no control over the means, manner, and method by which the services are provided.
- c. acknowledges it has no authority to enter into contracts or agreements on behalf of Independent Contractor
- d. acknowledges it will provide independent Contractor with orientation to hospital emergency procedures, security, and other orientation as deemed necessary by either party.

5.3 **Assignment:** This contract may not be assigned, in whole or in part, by either party without Express written consent of the other party.

5.4 **Choice of law, Jurisdiction and Venue:** Any dispute under this contract or related to this contract shall be decided in accordance with the laws of the State of WA. Jurisdiction and Venue for any and all such disputes shall be in the Federal, or State Courts, as applicable, in Seattle WA.

5.5 **Entire Agreement:** This document represents the entire agreement of the parties with regard to the provisions of services and supersedes any and all prior written or verbal agreements. Any amendments to this contract must be in writing and signed by both parties. Should any provision of this contract be deemed unenforceable, the remainder of the contract shall continue in effect.

Contractor

Address:

Facility:

By: Name _____

Title _____

Address of Facility _____
