

Professional Services Agreement For Occupational Therapy Services

This Agreement is made effective as of the ____ day of _____, 200__, by and between Head to Toe Therapy Inc. (“H2T”), and _____ (“Consultant”). H2T and Consultant may be referred to jointly as the “Parties,” and each separately may be referred to as a “Party.”

RECITALS

WHEREAS, H2T desires Consultant to provide certain personal services, including, but not limited to, Occupational Therapy Services to H2T’s clients; and

WHEREAS, Consultant is qualified, and hereby agrees to provide such professional services upon the terms and conditions contained herein.

NOW, THEREFORE, H2T and Consultant for and in consideration of the mutual promises, agreements, and covenants hereinafter contained, do hereby mutually covenant, agree, and promise as follows:

1. Services. Consultant agrees to perform and/or provide in a timely and professional manner Occupational Therapy Services in accordance with the guidelines of the National Board of Certified Occupational Therapy (“NBCOT”) attached hereto and incorporated in its entirety herein, and to perform such additional tasks as may be described, in advance and in writing, on a written Addendum signed and dated by the Parties. (The tasks, whether described informally, in a request for proposal, or in an Addendum hereto, are collectively described as the “Services.”) The Consultant shall control the day-to-day manner in which the work is to be performed, under the general guidance of H2T and its policies and/or procedures. As long as H2T’s progress milestones are met in a timely and professional manner, Consultant shall also control the scheduling and performance of the Services. Consultant is responsible for completion of the work accepted.

2. Term. The term of this Agreement shall be for twelve (12) months commencing on the Effective Date and shall automatically renew thereafter for one (1) year periods at its anniversary date, unless this Agreement is otherwise terminated as provided herein below.

3. Fees. This is a fixed fee professional services Agreement. Consultant shall perform the Services for an hourly fee of _____ which includes all reimbursable expenses. Consultant shall prepare and present an invoice each Friday by 5 PM for the Services performed over the previous week. A progress and status report will accompany each weekly invoice. Consultant will be paid by direct deposit provided Consultant has provided complete invoices. Consultant shall provide its own teaching tools, materials and supplies in accordance with applicable professional guidelines.

The Parties hereby acknowledge that situations may arise in which additional services other than those described herein are desired by H2T. Any additional services shall be specifically set forth in a separate written agreement and shall be at the hourly rate set out therein.

4. Staffing. The Services contemplated hereunder are personal in nature and shall be performed only by Consultant.

5. Status: Independent Contractor. Consultant shall not be an employee of H2T for any purpose. While H2T acknowledges its responsibility to pay Consultant an hourly fee for professional services rendered, under no circumstances shall H2T be responsible to Consultant for the payment of city, state or federal taxes, income tax withholding, worker’s compensation insurance, unemployment insurance, or any other form of remuneration, which Consultant agrees are its sole and separate responsibility.

6. Hold Harmless. Consultant agrees to defend, indemnify, and hold H2T harmless to the fullest extent permitted by law from and against any and all actual or alleged losses, costs, damages, expenses and liabilities (including attorneys’ fees and costs of defense and/or settlement), for bodily injury (including death), property damage or destruction and economic loss (hereinafter “loss”) caused by the negligent acts, errors or omissions, or willful misconduct of Consultant, its officers,

employees, agents, sub consultants or subcontractors. Further, Consultant agrees to acquire and maintain in full force and effect, for the duration of this agreement, a professional liability policy with limits of \$1,000,000.00/\$3,000,000.00 (One Million Dollars/Three Million Dollars). H2T shall be named as a third party insured on any such policy, and a copy of such policy and of any renewal of same shall be provided to H2T upon the signature of this agreement, or at any time such proof is demanded by H2T.

In turn, H2T agrees to indemnify and hold harmless Consultant against any claim, liability, attorneys' fees or other defense costs incurred due to injury or loss caused by H2T's proved negligent acts.

7. Warranty and Liability. Consultant warrants that its services are performed to the standards and within the limits prescribed by H2T, NBCOT and H2T's clients, and in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession. Consultant further warrants that he or she shall maintain all licenses, permits, fingerprint cards, and certifications required by law to provide the services set forth herein, and to notify H2T immediately of any incident or action taken by any authority that may negatively impact such credentials, whether or not such action actually results in a negative impact to Consultant.

8. Amendment, Modification or Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying the nature and extent of such amendment, modification or waiver. Nothing herein shall limit the remedies or rights of the Parties hereto pursuant to this Agreement.

9. Termination/Cancellation/Suspension. H2T reserves the right to terminate and/or suspend the whole or any part of this contract due to failure by Consultant to carry out any obligation, term or condition of the contract. H2T reserves the right to cancel the Agreement for any reason or for no reason whatsoever upon providing thirty (30) days written notice to Consultant. Consultant acknowledges that this agreement is not a guarantee of regular work or availability of regular work. Consultant may terminate or suspend its services on thirty (30) days written notice. Final pay will be held until all reports are received. H2T may terminate this Agreement immediately if, in its sole discretion, H2T determines that Consultant has materially breached this Agreement, and Consultant fails to cure such material breach within ten (10) days after delivery of written notice thereof. In the event of termination by either party hereto, Consultant agrees to return any and all confidential information and supplies received pursuant to this Agreement and as defined in Section 10 hereunder to H2T within five (5) business days of such termination, if not before. Final pay can be held until this occurs. Consultant acknowledges that clients have been designated to receive certain services from H2T and the duration of such services, and that those limited services must be disclosed to Consultant prior to the provision of such services to clients. To the extent that Consultant provides services in excess of those specifically designated for a particular client, Consultant agrees that such services are at the Consultant's expense and that H2T bears no obligation to pay Consultant for same.

In the event of an overpayment by H2T to Consultant for services rendered hereunder, Consultant agrees to reimburse H2T entirely therefore within five (5) business days of receipt of written notification of same, or to an offset against Consultant's fees due and owing in the next pay period, as the parties may agree in writing.

10. Confidentiality Agreement. H2T considers the Services to be performed under this Agreement to be confidential in nature. Consultant shall hold confidential all personal client information, scholastic, medical or otherwise, and all business and/or technical information received or gathered pursuant to the terms of this Agreement. Consultant shall not disclose such information without H2T's written consent except to the extent required for (1) performance of services under this contract; (2) compliance with NBCOT or other relevant professional standards of conduct or for the preservation of the public safety, health and welfare; (3) compliance with any court order or other governmental directive; and/or (4) protection of H2T against claims or liabilities arising from performance of services under this contract. Compensation to Consultant is considered by H2T to be confidential information. The above shall not apply to information in the public domain or information lawfully acquired on a non-confidential basis from others.

11. Assignability. As this is a personal services agreement, Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in same (whether by assignment or notation) at any time.

12. Compliance with Local Laws and Regulations. Consultant shall, at all times relevant hereto, comply with all applicable laws, ordinances or codes of the Federal, State, County and City Governments, and with all applicable professional standards and requirements.

13. Severability. Should any provision in any section of this Agreement be found to be illegal or otherwise unenforceable, all other provisions and sections of this contract shall remain in full force and effect.

14. Construction of Contract. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Arizona, other than the conflicts of laws principles thereof. The headings are used only as a matter of convenience and are not to be considered a part of this contract or to be used in determining the intent of the parties hereto.

15. Notice. Any notice by a party hereto shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office addressed to the parties at the address as follows:

(a) H2T: 32 Spur Circle Scottsdale AZ 85251

(b) CONSULTANT _____

16. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement for delays due to causes beyond its reasonable control, including, but not limited to, acts of God, acts or omissions of the other party, government acts or omission, or man-made or natural disasters. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed effective the day month as first set forth herein.

H2T _____
By Bridget O'Brien
Its Director of Therapy Services

Consultant: _____