



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made this _____ day of _____ 20____, between Chimes, _____ (Hereinafter, the “Corporation”) and, _____ (Hereinafter, the “Contractor”). Collectively herein referred to as the “Parties.”

In consideration of the mutual promises hereinafter set forth, Corporation and Contractor hereby agree as follows:

1. The Contractor is a licensed/certified _____ (Hereinafter, the “Profession”) in the State of _____.

2. Contractor agrees to provide professional services in accordance with applicable standards in the Profession in the following categories:
 - a) _____
 - b) _____
 - c) _____
 - d) _____
 - e) _____

These services (Hereinafter, the “Services”) will be performed on request at the following location(s)/facility(ies): _____

(Under the Chimes funded program): _____

Contractor shall perform Services according to Contractor’s own methods, times and dates, and shall not be subject to the direct supervision of Corporation. It is understood and agreed that Corporation is only interested in the results obtained. Contractor agrees to be fully responsible for the provision of all services falling within the Contractor’s Profession. When applicable, Contractor shall have final approval as to whether to accept or reject an individual to receive services of their professional practice.

3. The Parties intend that Contractor shall be an independent Contractor and shall not be an employee of Corporation. Except as otherwise expressly provided in this Agreement, Contractor shall have no right or authority to assume or create any obligations or responsibility on behalf of, or in the name of, Corporation; nor shall Corporation have any obligation or responsibility for any expenses or liabilities which may be incurred by, or imposed upon, Contractor. Contractor hereby represents that Contractor is a professional business, providing services to the general public. Contractor shall be under no prohibition to enter into agreement with any other business entity for purposes of conducting business.
4. It is specifically understood and agreed that Contractor is an independent Contractor and not an employee of Corporation and that Contractor will hold Corporation harmless for any sums which are due Contractor except for the fee for approved hours worked or service performed. Contractor agrees to bill Corporation as soon as possible after, and no later than 90 calendar days after, providing Services for Corporation. Should Contractor fail to bill Corporation within 90 days of providing services, Contractor shall forfeit reimbursement by Corporation. Contractor shall further indemnify Corporation for any other damages and attorney's fees which are incurred as a result of any action brought by, or on behalf of, Contractor, or otherwise in connection with this agreement or the services rendered by Contractor pursuant hereto.
5. Contractor's Services will operate on a fee-for-service basis with Contractor paid for the specific project, services and/or number of clients seen. Fees, as stated in Appendix A, will be paid by Corporation to Contractor during the term hereof.
6. Corporation will pay Contractor based upon the receipt of a signed statement of services, or a bill containing the dates worked, Status of project, number of visits completed or hours worked, the names of persons served, the agreed upon rate per visit, the total due, with Contractor's signature thereon. Payment shall be made to Contractor by Corporation on the 30th day of the month following the month in which payment is received or project is completed.
7. Contractor agrees not to charge or accept any fee directly from any other entity to include but not limited to a patient, family or others interested in a patient, for the Services to be rendered hereunder as provided for by Corporation.
8. Corporation shall not withhold from the payments due Contractor any sums for federal or state income tax, unemployment insurance, workers' compensation, disability insurance, social security insurance (FICA), medical insurance, malpractice-professional liability insurance and umbrella policy insurance. The parties agree that such insurance and tax payments are the sole responsibility of Contractor. Contractor hereby agrees to indemnify and hold Corporation harmless from all liability incurred by either Contractor or Corporation as a result of Corporation's failure to make such payments and/or withholdings. Contractor agrees to be directly responsible for paying the items enumerated above.
9. Contractor shall maintain professional liability insurance in the sum of \$2,000,000/\$3,000,000 (per incident/aggregate) covering the liability for all claims against Contractor. Any Contractor

providing client services shall be responsible for obtaining malpractice insurance at Contractor's sole expense and such insurance shall remain in effect for the life of this Agreement. Any Contractor providing other than client services shall be responsible for obtaining General Liability insurance at Contractor's sole expense and such insurance shall remain in effect for the life of this Agreement.

10. Contractor represents that "Contractor will comply with all applicable local, State, and Federal health and professional licensing requirements as may be in effect at the time Services are provided.
11. If applicable, Contractor agrees to fully execute and comply with the Corporation's Business Associate Agreement affixed hereto.
12. All Contractors providing client based services agree to enroll in at least one continuing education course per year, and to supply proof of such professional activity to Corporation on completion of the course. The fee for enrollment in such course, if any shall be the sole obligation of Contractor.
13. Corporation shall not provide any equipment or supplies to Contractor. Rather, it is agreed that all equipment or supplies and all arrangements with respect thereto shall be the responsibility of Contractor. All arrangements for the equipment and supplies and their use by Contractor shall remain the sole responsibility of Contractor, as the case may be, and Contractor agrees to hold Corporation harmless from and against all loss or damage which may be caused by the equipment or supplies.
14. The term of this Agreement shall be for; ___ year (s) commencing upon the date of execution of this Agreement. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement without cause up to (30) days before the term expires by giving thirty (30) days written notice to the other of the Party's intention to do so. Notwithstanding the notice provisions of this paragraph and within this Agreement, this Agreement will expire by its own terms ___ Year (s) from the date of execution. Corporation may terminate this Agreement immediately and at any time for cause.
15. Whenever under the provisions of this Agreement notice is required to be given, it shall be in writing and shall be deemed given when either Party is served personally or mailed, via United States Certified Mail, return receipt requested to the following addresses:

To Corporation

Chimes, _____

To Contractor

16. This Agreement contains the entire understanding of the Parties, and the same may not be amended or supplemented at any time, except in writing and signed by all parties agreeing to the change or modification.
17. Any controversy or claim arising out of, or relating to this Agreement or the breach thereof shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgement upon any award rendered by the Arbitrator or Arbitrators may be entered in any court having jurisdiction thereof.
18. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of the within Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.
19. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and to their respective heirs, executors, administrators, successors, and assigns.
20. This Agreement shall be interpreted in accordance with, and the right to the parties hereto shall be determined by, the laws of the State where services are provided.
21. This Agreement may be executed in as many counterparts as may be deemed necessary on convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused to be properly executed by their proper corporate officers, which officers have caused the corporate seal to be hereunto affixed the day and year first above written.

Chimes, _____

WITNESS – ATTEST:

By: _____
Signature / Date

Title: President and CEO

CONTRACTOR

By: _____
Signature / Date