

## Example of Medical Nutritional Therapy Contract:

Example of Contractor Agreement for Nutritional Counseling

# Independent Contractor Agreement

This Contract ("Contract") is entered by ENTITY, referred to as ENTITY and NUTRITIONIST referred to as "Independent Contractor", on this day of December 21, 2020.

## RECITALS

1. Whereas, ENTITY desires to have Independent Contractor provide the services of a Registered Dietician services for ENTITY in effect during the term of this Contract, and
2. Whereas, Independent Contractor represents that she is licensed as a licensed Registered Dietitian by the State of West Virginia and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to perform the services to be performed under this Agreement, and
3. Whereas, Independent Contractor represents that he/she is engaged in the same or similar activities for others and that ENTITY is not Independent Contractor's sole client or customer;
4. Therefore, In consideration of these recitals and the promises set forth in this Agreement, ENTITY and Independent Contractor agree to the following.

## DEFINITIONS

The following terms used in this Contract are defined as follows:

- A. Patient: Any person with illness or disability requiring the professional services of ENTITY who may or may not have a need for Independent Contractor services.
- B. Conditions for Participation in Medicare: Such conditions as are set forth in the U.S. Code of Federal Regulations, Title 42, or its successor statute, including any amendments thereto.
- C. Service Area: The Independent Contractor will provide these services remotely.

## RELATIONSHIP BETWEEN THE PARTIES

- A. The parties to this Contract agree that the Independent Contractor is a professionally licensed Registered Dietitian under the Conditions of Participation of Medicare, in effect during the term of this Contract and that the relationship created by this Contract is that of an independent contractor. The Independent Contractor shall provide a copy of a current West Virginia license, proof of liability insurance. The Independent Contractor is not an agent or employee of ENTITY and is not entitled to the benefits provided by ENTITY to its employees, including, but not limited to, company paid insurance, vacations, unemployment insurance and retirement benefits.
- B. The Independent Contractor will be solely and entirely responsible for her acts, during the performance of this Contract. However, the nature of the ENTITY business is that in the interest of efficiency and maximum acceptability and quality of services to patients and families, continuous and effective liaison and close cooperation between ENTITY and the Independent Contractor is required. ENTITY and the Independent Contractor desire that to the fullest extent consistent with independent contractor status, such liaison and cooperation shall be maintained to these ends.
- C. The Independent Contractor agrees to regularly consult with and to report any inability or failure to render agreed services to ENTITY. Further, the Independent Contractor agrees to participate in any quality assurance activities requested by ENTITY. The Independent Contractor shall report all matters affecting the case management of an ENTITY patient to the ENTITY designated staff.

## SERVICES TO BE RENDERED

- A. ENTITY retains Independent Contractor to perform services of a licensed registered dietitian in the State of West Virginia.
- B. Independent Contractor retains the sole right to control or direct the manner in which the services of a licensed registered dietitian in the State of West Virginia will be performed.

C. ENTITY will provide Independent Contractor with appreciate clinical user access to their Electronic Health Record as necessary to fulfill her service obligation under this contract.

D. Independent Contractor may or may not, as Independent Contractor so choose, retain employees or assistants to assist the Independent Contractor. ENTITY is not responsible for the compensation or instruction of Independent Contractor's employees or assistants and these employees or assistants remain the sole responsibility of Independent Contractor.

## TERMS AND TERMINATIONS

A. The term of this Contract shall be from December 21, 2020 to May 21, 2020, unless terminated pursuant to the terms of this section.

B. ENTITY reserves the right to terminate this Contract for cause without prior notice if the Independent Contractor or his/her agents or employees engage in any fraudulent or abusive activities including, but not limited to substandard work, any attempt to solicit or collect monies directly from patients or patient's families for services under this contract, attempts to be contractually compensated for visits which have not been made, for misrepresentation of service, or falsification of records or engaging in any illegal or immoral acts related to the services performed under this Contract or in the event that the Independent Contractor should lose his or her license at any time during the term of this Contract.

C. ENTITY may terminate this Contract without cause upon 30-day written notice to the Independent Contractor at the address indicated within this document.

D. The Independent Contractor may terminate this Contract without cause upon 30-day written notice to OFR at the address indicated within this document.

E. In the event of termination, the Independent Contractor shall be entitled to payment for services rendered through the date of termination. Payment shall be made within thirty (30) days of the last recorded visit and ENTITY's receipt of appropriate patient documentation and time sheets.

## COMPENSATION

A. ENTITY shall pay Independent Contractor at the rate of \$\_\_ per hour. Independent Contractor will turn in weekly a time sheet documents (Attachment 1) her hours of services. ENTITY will compensate Independent Contractor on the 15<sup>th</sup> and 30<sup>th</sup> day of the month.

B. ENTITY will not reimburse Independent Contractor for any expenses incurred by Independent Contractor as a result of services rendered under this Agreement, including, but not limited to, car related expenses, telephone expenses, and any other expense incurred related to the provisions of services.

C. Independent Contractor agrees that it is Independent Contractor's exclusive responsibility to provide all employment taxes, insurance premiums, and local, state, and federal taxes related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state, or federal income taxes will be withheld from payments to Independent Contractor.

D. The Independent Contractor agrees that all information, records and data to which he or she may have access to or custody of pertaining to ENTITY patients and their families shall be protected by the Independent Contractor from any unauthorized disclosure.

E. The Independent Contractor shall not collect money from or bill any ENTITY patient or health insurance program, or collect any deductible or coinsurance from an ENTITY patient. Further, the Independent Contractor will not solicit ENTITY patients to continue treatments (at least for a month) on a private basis when the patient's therapy program is discontinued because it has been determined that the patient has received maximum benefits from the treatments. The Independent Contractor may subcontract treatment for ENTITY patients only with the prior knowledge and written consent of ENTITY. The Independent Contractor is responsible for all subcontractors' compliance with the terms and conditions of this Contract.

## SEVERABILITY

Should any portion of this Agreement be found to be invalid or unlawful, the remainder of the Agreement shall continue to be enforceable

## INTEGRATION

The parties' entire understanding is set forth in this Agreement. Any prior or contemporaneous promises or understandings are superseded by the terms of this Agreement. This Agreement may only be amended or altered by another written agreement executed by both parties.

## MISCELLANEOUS

A.All notices which may be proper or necessary under this Contract shall be in writing and mailed to the other party by certified or registered mail, postage prepaid, with return receipt requested, to the address of the party to whom the notice is being sent at its address recited above.

B.This Contract represents the entire agreement between the parties and may not be amended unless said amendment is in writing signed by both parties.

C.The covenants, conditions and agreements made and entered into by the parties hereto shall inure to the benefit of and be binding upon the respective representatives, successors and assignees of each of them.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and their seal to be affixed thereto on the day and year first above written.

INDEPENDENT CONTRACTOR

ENTITY

By:

By:

\_\_\_\_\_ ( / / )

\_\_\_\_\_ ( / / )