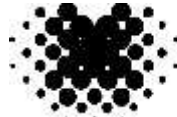


National Office 2345 Yonge Street, Suite 410
Toronto, Ontario
M4P 2E5

Tel (416) 932-1888
Toll-free: 1-800-387-8679
Fax (416) 932-9708
E-mail: information@physiotherapy.ca



Canadian Association
Physiotherapy Association
Association canadienne de
physiothérapie

CANADIAN PHYSIOTHERAPY ASSOCIATION

PROFESSIONAL SERVICES AGREEMENT

(FOR USE BY INDEPENDENT CONTRACTORS)

PLEASE NOTE:

1. This form of contract may not be applicable to your particular working circumstances. In the event the form of contract does apply, please note that it has been drafted in general terms and may require changes in order to conform to your particular working circumstances. The form of contract should not be used prior to seeking independent legal advice with respect to your particular working circumstances.
2. Employment law is regulated provincially and therefore although the Canada Customs & Revenue Agency (CCRA) has stated that the form of contract reflects the status of the physiotherapist as an independent contractor, the form of the contract may not meet the requirements of independent contractor status under the employment legislation of your province. The College of Physiotherapists in your province may also have rules and regulations which will apply to the form of and use of the contract. You should obtain independent legal advice prior to using the form of contract to ensure that provincial requirements are met.
3. CCRA has advised that in the event that the form of contract applies to your particular working relationship and is used by you, should the terms of the contract *not* be adhered to in fact, CCRA will review your employment status.
4. In the event that you use the contract without seeking independent legal advice, by using the contract you agree that any and all losses, damages, liabilities, and all other claims of any nature whatsoever incurred by you relating to or in connection with your use of the form of contract (“Claims”) will be your sole responsibility and you unconditionally and irrevocably release and forever discharge the Canadian Physiotherapy Association and its officers, directors, employees and solicitors and each of their respective successors, assigns, heirs, executors, administrators and personal representatives from any and all responsibility for such Claims.

CANADIAN PHYSIOTHERAPY ASSOCIATION

PROFESSIONAL SERVICES AGREEMENT

(FOR USE BY INDEPENDENT CONTRACTORS)

THIS AGREEMENT is made as of the day of , 20 .

BETWEEN:

*

(the "Physiotherapist")

AND:

*

(the "Proprietor")

WHEREAS the Physiotherapist is a member in good standing of the College of Physiotherapists of [*insert province*], and a member of the [*insert province*] Physiotherapy Association, having his/her principal residence at [*insert address*];

AND WHEREAS the Proprietor is * and operates a business at * ;

AND WHEREAS the Physiotherapist and the Proprietor are desirous of entering into an agreement pursuant to which the Physiotherapist shall provide his/her services to the Proprietor subject to the terms and conditions herein (the "Agreement").

NOW THEREFORE in consideration of the premises and the mutual covenants herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Physiotherapist and the Proprietor) the Physiotherapist and Proprietor hereto covenant and agree as follows:

1 RETAINER

- 1.1 The Proprietor hereby engages the Physiotherapist and the Physiotherapist hereby agrees to hold himself/herself available to render during the Term, at times mutually agreed to by the parties and attached as Schedule "A", independent physiotherapy services to the best of his/her ability, upon the terms and conditions hereinafter set forth. Any amendment to Schedule "A" by either party shall require * (*) days' written notice to the other party.

- 1.2 The Physiotherapist shall provide to the Proprietor those professional services hereinafter set out and more particularly described in Schedule "B" attached hereto (the "Services"). Notwithstanding the generality of the foregoing, the Physiotherapist shall not perform any act which is prohibited by law.
- 1.3 The Physiotherapist shall render the Services conscientiously and shall devote his/her best efforts and abilities thereto.
- 1.4 It is expressly agreed that the Physiotherapist is acting as an independent contractor in performing the Services hereunder. The Proprietor shall pay no workers' compensation premiums or provide any health, disability, accident or life insurance to cover the Physiotherapist. The Proprietor shall not:
 - 1.4.1 contribute on behalf of the Physiotherapist to the Canada Pension Plan;
 - 1.4.2 deduct or withhold any amounts on account of employment insurance;
 - 1.4.3 deduct or withhold any amounts on account of federal or provincial income taxes;
 - 1.4.4 contribute to the Physiotherapist's professional licensing fees, memberships or professional association fees;
 - 1.4.5 contribute to any fees or expenses relating to the Physiotherapist's professional development and continuing professional education;
 - 1.4.6 reimburse the Physiotherapist for any automobile, travel or other expenses incurred by the Physiotherapist in the provision of the Services hereunder;
 - 1.4.7 provide to the Physiotherapist any benefits other than as set out expressly herein.
- 1.5 The Proprietor shall provide to the Physiotherapist at a cost to the Physiotherapist of [* (*) Dollars per month], the equipment, supplies and secretarial and administrative services hereinafter set out and more particularly described in Schedule "C" attached hereto, which are necessary to enable the Physiotherapist to properly perform the Services.

2 TERM OF AGREEMENT

- 2.1 This Agreement shall commence on the * day of * 19* and shall continue for a period of * (*) year(s) from such date and shall terminate on the * day of * 19* ("Term").

3 **COMPENSATION**

- 3.1 The Physiotherapist shall receive a consultation fee in the amount of * (*) Dollars per completed physiotherapy treatment, and in the amount of * (*) Dollars per completed physiotherapy assessment ("Consultation Fee"). The Consultation Fee shall be reviewed from time to time and may be adjusted by mutual consent in writing of the Physiotherapist and the Proprietor. Such agreed adjustment will be deemed to be incorporated into this Agreement.
- 3.2 All amounts payable under paragraph 3.1 hereof shall be paid to the Physiotherapist by the Proprietor within 15 days of the delivery by the Physiotherapist of a written report in the form agreed upon by the Proprietor and the Physiotherapist setting out all treatments and assessments conducted by the Physiotherapist during the preceding calendar month.

4 **PROFESSIONAL STATUS**

- 4.1 The Physiotherapist represents and warrants that:
- 4.1.1 The Physiotherapist is a member in good standing of the College of Physiotherapists of *[insert province]* and shall maintain his/her membership in the College of Physiotherapists of *[insert province]* in good standing and shall be, throughout the Term, entitled to practice physiotherapy in the Province of *[insert province]*. This representation and warranty shall survive the expiration or termination of this Agreement.

5 **NON-EXCLUSIVITY**

- 5.1 The Proprietor agrees that:
- 5.1.1 The Physiotherapist's Services hereunder are non-exclusive and the Physiotherapist shall be entitled to enter into contracts for service with other proprietors from time to time.
- 5.1.2 The Proprietor acknowledges that the Physiotherapist shall be responsible for providing the Services without instructions, supervision, or other interference from the Proprietor.

6 **AMENDMENT OF AGREEMENT**

- 6.1 This Agreement may be altered or amended at any time by the mutual consent in writing of the Physiotherapist and the Proprietor.

7 **TERMINATION**

- 7.1 This Agreement may be terminated at any time by written agreement of the parties.
- 7.2 The Proprietor may terminate this Agreement at any time upon * days' written notice to the Physiotherapist.

7.3 The Physiotherapist may terminate this Agreement at any time upon * days' written notice to the Proprietor.

7.4 Either party may terminate this Agreement at any time in the event of a material breach of the terms of this Agreement by the other party without any notice whatsoever to the other party.

8 GOVERNING LAW

8.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of [*insert province*] and the laws of Canada applicable therein.

9 SEVERABILITY

9.1 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision will be deemed to be severable.

10 ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no oral warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to in this Agreement.

11 SCHEDULES

11.1 Schedules and other documents attached to or referred to in this Agreement are an integral part of this Agreement.

12 ASSIGNMENT

12.1 This Agreement shall not be assigned by the Physiotherapist but may be assigned by the Proprietor.

13 AGREEMENT BINDING

13.1 This Agreement shall enure to the benefit of and be binding upon the Physiotherapist and the Proprietor and their respective personal representatives, heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

SIGNED, SEALED AND DELIVERED

*

Date: _____

Per: _____ c/s

*

*

Date: _____

Per: _____ c/s2

*

Sample Schedule "C"

EQUIPMENT, SUPPLIES AND ADMINISTRATIVE SERVICES

The following equipment, supplies, secretarial and administrative services will be provided by the Proprietor to the Physiotherapist, at a cost of [* (*) Dollars per month]:

Equipment:

- Ultra sound
- Interferential
- Tens
- Muscle stimulators
- Mechanical traction
- Mobilization tables
- Etc.

Supplies:

- Hydrotherapy supplies
- Laundry
- Cleaning
- Office materials (charting paper, etc.)
- Etc.

Administrative and Secretarial Services:

- Client scheduling and rescheduling
- Client invoicing
- Collection of overdue accounts
- Overhead costs (office rent, heat, hydro, etc.)
- Equipment maintenance and repair
- Typing of correspondence
- Etc.

(Please Note: This is provided as a sample Schedule "C", referenced in Paragraph 1.5, for illustration purposes only. Individual Agreements will vary depending on the type of equipment, supplies and administrative services that are provided by the Proprietor. The actual cost will be negotiated by the Proprietor and the Physiotherapist.)