



Southeast Alaska RiteCare Program

CONTRACT WITH INDEPENDENT CONTRACTOR

The ALASKA SCOTTISH RITECARE FOUNDATION, INC., an Alaska Non-profit Corporation whose address is P.O. Box 101445, Anchorage, AK, 99510, herein referred to as the "FOUNDATION", and

_____, whose address is _____

_____, herein referred to as "CLINICIAN", agree as follows:

1. **Clinician and Foundation.** The Clinician is now and shall remain for the entire term of this agreement a speech-language pathologist holding a Masters Degree and a Certificate of Clinical Competence (C.C.C.) from the American Speech-Language-Hearing Association (A.S.H.A.). The Foundation is a nonprofit corporation. The Foundation is established for the sole and exclusive purpose of operating Childhood Language Disorders Centers within Alaska.

2. **Retention of the Clinician.** The Foundation retains the Clinician to perform services as a speech language pathologist for children aged two to twenty years who have been enrolled by the Foundation for treatment by the Clinician. The Clinician shall perform the services pursuant to this agreement in accordance with approved methods and ethical standards applicable to the Clinician's profession.

Further, it is understood that all such services **must be provided at the Pediatric Speech/ Language Clinic or other approved location only** and not elsewhere.

3. **Term.** The Clinician and Foundation agree that this agreement shall be effective for a term beginning on the _____ day of _____, 20____, and shall remain in full force and effect through and including the _____ day of _____, 20____. However, either the Clinician or the Foundation may terminate this agreement with no less than thirty days written notice to the other.

4. **Compensation.** The Clinician shall receive for professional services rendered in accordance with this agreement \$_____ for each hour of professional work time performing services as a speech-language pathologist for children sponsored by the Foundation for treatment by the Clinician. Compensable professional work time shall include time spent working directly with the sponsored children, counseling with their parents and maintaining files on the children served as may be appropriate in the Clinician's profession. The Clinician is not guaranteed a minimum number of hours and may not be compensated for more than eighty hours in any two week period. The Clinician shall not be paid without the submission of proper time reports, which reports shall include a summary of the work performed by the Clinician during the reporting period for which compensation is requested. The Foundation shall file a form 1099 and related Alaska reporting forms to the Clinician and the appropriate taxing agencies showing the compensation paid to the Clinician pursuant to this agreement.



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5. **Outside Activities.** The Clinician shall not be required to devote full time and attention to providing services to the Foundation. The Clinician shall devote such professional time serving the children sponsored by the Foundation as may be appropriate. The Clinician may perform speech-language pathology services for persons who are not sponsored by the Foundation and may accept compensation for such services from third parties when not performing services pursuant to this agreement.
6. **Independent Contractor Status.** The Clinician and Foundation agree and contend that the relationship between them created by this agreement is one whereby the Clinician is an independent contractor. The Foundation shall have no direction, control or discretion as to the manner, means or method of the Clinician's performance of speech-language pathology services for the children sponsored by the Foundation. The conduct and control of speech-language pathology services to be performed by the Clinician under this agreement shall remain solely with the Clinician. The Clinician shall have no authority to act for or on behalf of the Foundation without its express written consent.
7. **No Benefits Provided.** Because the Clinician is not an employee of the Foundation, the Clinician is not entitled to paid holidays, paid sick leave, paid vacations, group or individual insurance, pension benefits, disability coverage, Social Security coverage, unemployment or worker's compensation benefits or any other benefits which the Foundation may provide its employees. The Clinician shall not be reimbursed for any expenses such as mileage, travel costs or fees for seminars or conferences unless approved by the Foundation prior to attendance. Attendance at other professional or Scottish Rite meetings is not required as a part of the services required hereunder and shall be optional with the Clinician. The Clinician shall be solely responsible for the filing of any tax returns and the payment of any local, state or federal taxes required because of the Clinician's receipt of compensation pursuant to this agreement.
8. **Insurance.** The Clinician shall maintain in full force and effect, at the Clinician's sole expense, comprehensive general liability and professional errors and omission (malpractice) insurance coverage for an amount per incident which is no less than One Million Dollars (\$1,000,000.00) and shall furnish the Foundation with current Certificates of Insurance for such coverage naming the Foundation as an additional insured. Such insurance shall fully protect both the Clinician and the Foundation from any and all claims of any nature for damage to property or for personal injury, including death, which may arise from the Clinician's performance of services pursuant to this agreement.
9. **Files.** All files maintained by the Clinician for children served pursuant to this agreement shall remain the Foundation's property. However, access to these files shall be limited as may be required in the applicable rules of professional conduct and by federal laws.
10. **Additional Clinician Services.** Unless this section has been deleted by the Clinician and Foundation representative lining through it, the Clinician shall also serve as an advisor to the Foundation on such matters as hiring, selection of children to be served, supervision of persons employed by the Clinician and renewal or termination of professional contracts.

ALASKA SCOTTISH RITE

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11. **Miscellaneous.** This agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Alaska. This writing constitutes the entire agreement between the parties with respect to the subject matter set forth herein. No waiver, alteration or modification of any of the provisions of this agreement shall be binding unless in writing and signed by both the Clinician and the Foundation.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____, Alaska,
on the _____ day of _____, 20__ .

Foundation:

Clinician:

Representative of:
Alaska Scottish RiteCare Foundation, Inc.

State License No. _____
Social Security No. _____
(or Employer Identification No.)