Physiotherapist Contractor Agreement

**Contractor**

**Company**

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| --- | --- |
|  |  |
| **Name:**  **Job title:**  **Date:** | **Name**  **Position:**  **Date:** |
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**INFORMED CONSENT FOR TREATMENT**

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*Please carefully read and sign this form*

*Please address any questions/concerns regarding the below items with us*

**THIS AGREEMENT** made as of the DATE day of MONTH, 20YEAR, between COMPANY NAME**,** a company incorporated pursuant to the laws of Canada (hereinafter referred to as "the Company"); and **CONTRACTOR NAME** of the City of CITY NAME in the Province of PROVINCE NAME(hereinafter referred to as “the Contractor”).

**WHEREAS** the Company desires to obtain the benefit of the services of the Contractor, and the Contractor desires to render such services on the terms and conditions set forth.

**IN CONSIDERATION** of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. ***Status of the Parties***

The Company is a corporation duly incorporated pursuant to the laws of Canada. The Contractor warrants that (s)he, (where applicable) is duly registered and in good standing with their appropriate College / governing body and will provide proof as such.

1. ***Conduct of Business by Contractor***

The Contractor agrees that commencing (DATE) (s)he will comply with and be bound by the terms and conditions of this Agreement. The Contractor shall at all times comply with all applicable law governing the conduct of their profession and shall maintain in good standing with their governing body (where applicable). The Contractor shall at all times comply with their profession’s documented code of ethics. The Contractor shall at all times comply with the policies, procedures rules and regulations, both written and oral, as are announced by the Company from time to time. The Contractor shall to the best of his/her skill, ability, experience and talents, perform all of the duties requires in his/her contract. The Contractor shall maintain professional liability insurance at their own expense in such amounts as is required by their governing body and the Company and shall provide the Company with such evidence as the Company may require that the Contractor is complying with the provisions of this section.

1. ***Relationship of the Parties***

The Contractor is an independent contractor. The Contractor will provide (Physiotherapy/Massage Therapy) services for the Company. This Agreement does not create a joint venture, partnership, employer/employee relationship or any other relationship between the Contractor and the Company except that of two independent contracting parties. The Contractor agrees that they are not and shall not represent themselves to be an employee of the Company or of any affiliate of the Company for any purpose and shall not incur any obligations nor make any promise or representation on behalf of same.

1. ***Term of Agreement***

Subject to the termination provisions herein, this Agreement shall continue for a term of twelve (12) months, commencing with the execution of this Agreement by both parties. At the expiration of the initial term this Agreement shall continuously renew as is, unless the parties have agreed, in writing, to alter or modify this Agreement.

1. ***Remuneration***

The Contactor shall be remunerated as follows:

* + - 1. Consulting Fee / remuneration as negotiated at a rate of $      or %      of the gross treatment fees
      2. During all subsequent terms of the Agreement, if any, remuneration will be negotiated between both parties.

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* + - 1. The Contractor shall be remunerated in bi-weekly or monthly installments upon receipt of an itemized invoice for services rendered.
      2. All accounts will be deemed paid / resolved as of 30 days post-termination of this agreement. It is the sole responsibility of the contractor to ensure final invoices are submitted prior to the expiry of the 30 day limit.

1. ***Rent***

The Contractor agrees to pay a monthly rent of $

1. ***Payments***

The Contractor agrees and acknowledges that as an independent contractor they are responsible for submitting payments for Employment Insurance, Canada Pension Plan, Provincial and Federal taxes, Goods and Services Tax, and any other payments as required by law to the appropriate offices (the “Payments”). The Contractor warrants that they will comply with all laws, rules, regulations and orders of any federal, provincial, municipal or other governmental authority, agency or body and with all other requirements having the force of law applicable at any time which affect in any manner the Payments.

1. ***Termination***

This Agreement may be terminated by the Company in the specified circumstances:

1. By the Company for any reason on giving fifteen (30) days’ written notice to the Contractor. The Contractor may waive the notice, in whole or in part.
2. By the Contractor for any reason on giving fifteen (30) days’ written notice to the Company. The Company may waive the notice, in whole or in part.
3. By the Company for cause without notice or payment in lieu thereof. For the purposes of this Agreement “cause” includes but is not limited to, any breach of the provisions of this Agreement by the Contractor, incompetence of the Contractor, mental or physical disability or illness which results in the Contractor being unable to substantially perform their duties in accordance with this Agreement, an act of fraud or any other unlawful act by the Contractor, a breach of the Contractor’s governing body regulations; and
4. By the Company upon the winding-up, dissolution, insolvency or bankruptcy of the Company forthwith.
5. This contract may be terminated at any time by a mutual written agreement between the Company and the Contractor.
6. ***Restrictive Covenant***

Following the termination of the Contractor’s agreement with the Company, with or without cause, or the voluntary withdrawal by the Contractor from the Company, the Contractor shall, for a period of one (1) year following the said termination or voluntary withdrawal, within the Province in which services were rendered, refrain from either directly or indirectly soliciting or attempting to solicit the business of any client or customer of the Company for his own benefit or that of any third person or organization. The Contractor shall not directly or indirectly divulge any financial information relating to the Company or any of its affiliates or clients to any person whatsoever.

1. ***Non Competition***

The Contractor agrees that they shall not at any time during the term of this Agreement and for a period of       YEARS from the date that Contractor ceases to be a Contractor, individually, in partnership or in conjunction with any person or persons, firm, association, syndicate or corporation, as a director, officer, manager, principal, agent, shareholder or in any other position of ownership whatsoever, directly or indirectly, undertake to carry on or be engaged in or have any material, financial or other interest in or assist or advise any person, firm or corporation, directly or indirectly, engaged or interested in any business then carried on by the Company within a radius of       kilometres of any clinic location operated by the Company.

1. ***Patient Charts and Records***

The Contractor acknowledges all patient records are the property of the Company and are not to be removed from the Company at any time. All patients are deemed to be patients of the Company. The Contractor has no ownership interest in the patients or the patient records. The Contractor is not allowed to either individually or in partnership or in conjunction with any other person, entity or organization, solicit the staff or patients of the Company for any reason.

1. ***Assignment***

This agreement shall be assigned by the Company to any successor and be binding upon the successor. The Contractor shall ensure that the successor shall continue the provisions of this agreement as if it were the original party of the first part. This agreement may not be assigned by the Contractor.

1. ***Severability***

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

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1. ***Notice***

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by pre-paid registered mail as follows:

**a. to the Contractor at:**

**b. to Company Name and Company Address**

and if sent by registered mail shall be deemed to have been received on the 4th business day of uninterrupted postal service following the date of mailing. Either party may change its address for notice at any time, by giving notice to the other party pursuant to the provisions of this agreement.

1. ***Interpretation of Agreement***

The validity, interpretation, construction and performance of this agreement shall be governed by the Laws of the Province of (PROVINCE). This agreement shall be interpreted with all necessary changes in gender and in number as the context may require and shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

1. ***Human Rights Policy***

The Company is committed to fostering an environment of complete equality and inclusion. This commitment includes treating every individual with dignity and respect at all times, and ensuring that every organizational practice is free from discrimination and harassment either intentional or unintentional. Anyone who engages in any physical assault, threatening behaviour or verbal abuse in our work setting will be immediately removed from the premises and may be subject to disciplinary action, immediate termination of employment, and possibly criminal penalties. All persons involved in the operations of the Company are expected to abide by this policy, refraining from any and all harassment or discrimination, and further, cooperating with any investigation related to a complaint of harassment or discrimination.

**Prohibited Grounds include:**

|  |  |
| --- | --- |
| * Age | * Creed |
| * Sex (including pregnancy and breastfeeding) | * Sexual Orientation |
| * Family Status | * Marital Status |
| * Disability | * Race |
| * Ancestry | * Place of origin |
| * Ethnic Origin | * Citizenship |
| * Record of offences | * Association or relationship with a person identified via one of these prohibited grounds. |

**Prohibited behaviours include:**

**Discrimination** *– any form of unequal treatment, whether through imposing extra burdens or denying benefits, either intentional or unintentional, through either direct or indirect action or cause-effect relationship that have the overall effect of disadvantaging any member of the groups identified under prohibited grounds of discrimination.*

**Harassment/Sexual Harassment** *– comments or actions either known or which reasonably ought to be known, to be unwelcome. This includes those which are known to be offensive, embarrassing, humiliating, or demeaning.*

**Sexual Solicitation** *– solicitations or advances of a sexual nature, or discipline for refusals / rejections of such advances.*

**Poisoned Environment** *– a discriminatory environment created as a result of behaviour or remarks made either directly or indirectly from any individual; a single comment or action can facilitate a poisoned environment.*

1. ***Acknowledgment***

**The Contractor acknowledges that:**

1. they have had sufficient time to review this Agreement thoroughly and in its entirety;
2. they have read and understand the terms of this Agreement and the obligations hereunder;
3. they have had opportunity to obtain legal advice concerning the interpretation/effect of this Agreement; and
4. have received a fully executed original copy of this Agreement.

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Contractor’s Signature Company Representative Signature