

## Agreement for Occupational Therapy Services/ Independent Contractor Agreement

### Chrysalis Massage Therapy and Consulting

Agreement for Occupational Therapy Services. This Agreement dated \_\_\_\_\_, is made by and between \_\_\_\_\_, whose address is

\_\_\_\_\_ hereinafter referred to as "Client" and/or "Patient/Patient Representative", AND Chrysalis Massage Therapy and Consulting, DBA Diane Durante, whose address is 2414 Pointe Road, Weston, WI 54476, hereinafter referred to as "Provider" and/or "Therapist."

1. Provision of Occupational Therapy Services. The Client hereby employs the Occupational Therapist, hereinafter referred to as "Therapist", to perform the services for the Client in accordance with the terms and conditions set forth in this Agreement: *The Therapist will:* a. Be licensed to practice in the State of Wisconsin and is to provide the services specified, b. Perform all services in compliance with any standard, ruling or regulation of any governmental agency responsible for administering, regulating or accrediting the Therapist, and to comply with all state laws and regulations regarding the practice of Occupational Therapy, c. Provide services in strict accordance with approved standards of the Occupational Therapy Profession and to all designated clients patients/clients, regardless of race, color, creed, sex, national origin, economic or social status or handicap, d. Provide the Client with a written record of services provided in a timely manner, e. Participate in the development, assessment, evaluation and modification of Plans of Treatment, f. Perform the services within the facilities of the Client or in the patient's home or other such appropriate place as may be agreed upon between the client, patient, patient representative, and the Therapist and for such duration as is consistent with the patient's evaluation needs, treatment requirements and the Treatment Plan, g. Maintain automobile liability insurance coverage, sufficient to cover the activities performed under this Agreement and in accordance with state law, on any vehicle used in the delivery of Occupational Therapy Services under this Agreement, i. Maintain adequate record of all services provided, h. Provide Client with evaluation and clinical progress reports for each patient to whom Therapist has rendered services, in such form and at such times as may be agreed upon as being reasonable in advance by the Client and the Therapist, j. Participate with Client personnel by communication as reasonably required to ensure acceptable quality and timeliness of patient care, as provided by the Therapist. *For the purposes of this agreement the "Client" may be regarded as a "Patient" (age 18 years or older who will be billed for services), "Patient Representative" (Serves as legal guardian/parent for an individual under the age of 18 who will be billed for services) or an Agency/Company/Business which has elected to pay for an independently contracted Occupational Therapy Service.*

2. Term & Renewal of Agreement. This Agreement will begin \_\_\_\_\_ and will end \_\_\_\_\_. OR, Renewal of the Agreement will be by mutual consent of the Client and the Provider/Therapist, and may continue indefinitely as designated here through initials of the Client \_\_\_\_\_ and Provider/Therapist \_\_\_\_\_. Either party may cancel this Agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery, and in accordance with Section 7 of this Agreement.

3. Payment of Services. The Provider/Therapist will be paid for Occupational Therapy services provided at the rate of \$60.00 per hour (see below for details). The Provider agrees to submit an itemized statement setting forth the time and services rendered, and the Client will pay the Provider the amounts due as indicated by statements submitted by the Provider within 30 days of receipt, such payments being made to the Provider/Therapist: Diane Durante, OTR at Chrysalis Massage Therapy and Consulting, 2414 Pointe Road, Weston, WI, 54476.

Details of Services and Billing: Chrysalis Massage Therapy and Consulting does not accept insurance at this time and is a fee based service regarded as an independent contractor. The following will be itemized upon billing.

- a) Any phone/email/personal correspondence/contact between Patient, Patient Representative, or outside professional collaborators as required for data collection, information gathering, needs assessment, treatment planning, review of existing evaluation information, or contact made for coordination of care for groups or individuals; are billed per quarter hour at a rate of \$60.00/hour.
- b) Record review as required for assessment purposes, treatment planning or recommendations (educational documents, medical/psychological information) are billed per quarter hour at a rate of \$60.00/hour.
- c) Direct evaluation time with the Patient/Client is billed at a rate of \$60.00/hour.

- d) Evaluation scoring, interpretation/impressions and written summative reports are billed per quarter hour at a rate of \$60.00/hour.
- e) Direct and indirect Patient/Patient Representative/Client time relating to treatment planning, goal setting, subsequent progress reviews, provision and development of educational materials/presentations for groups or individuals will be billed per quarter hour at a rate of \$60.00/hour.
- f) Occupational Therapy services for individualized Patient treatment, education of Patient/Patient Representatives with intent to carry over skills or any therapeutic use of self as a Therapist are billed at a rate of \$60.00/hour.
- g) Occupational Therapy groups that are education, wellness or population specific will be billed at a mutually agreed upon rate with the contracting Client. \_\_\_\_\_
- h) For individual treatment, groups, services provided further than 10 miles from Chrysalis Massage Therapy and Consulting, Weston WI, a fee for travel time will be billed per the quarter hour at a rate of \$60.00/hour. (Example: If a treatment location requires 17 miles of travel to the location and 17 miles back, and it requires 40 minutes of total travel time; a fee of \$45.00 will be charged).
- i) Variations in fees listed above may be considered on a case by case basis and will be clarified later in the contract.
- j) The Client will be billed monthly.
- k) Cash payment, money order or a check made payable to Chrysalis Massage Therapy will be accepted.
- l) Receipts are available upon request.
- m) Before any Occupational Therapy Evaluation or Treatment is rendered, an order will need to be obtained for any individuals who wish to be seen for a specific medical or psychological condition or are suspected of having an impairment of which an occupational therapy evaluation would add helpful diagnostic information. Orders may be accepted from the following professionals per Wisconsin Statute: physicians, dentists, podiatrists, or any other qualified health care professional (advanced practice nurses, chiropractors, optometrists, physical therapists, physician assistants, psychologists). They shall be worded "OT evaluation and Treatment for (diagnostic code / reason)". The order must include a date as well.
- n) An order is not required for the following: Screening services, educating the client, family, caregiver, or others in carrying out appropriate nonskilled interventions. Also consultation services and educational/training services for groups, programs, organizations or agencies with the intent to provide population-based services do not require orders.

4. Independent Contractor. Both the Provider and the Client agree that the Therapist will act as an independent contractor in the performance of its duties under this Agreement.

5. Confidential Information. The Provider/Therapist and the Client agree that any information received or given by any party to this Agreement during any furtherance of obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Provider/Therapist or Client will be treated in full confidence and will not be revealed to any other persons, firms or organizations. Special Provisions of Confidentiality – Protected Health Information In full and complete compliance with the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, and its revisions, and to all other applicable Federal and State laws of privacy, all parties to this Agreement agree: a. to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law. b. to use appropriate safeguards to prevent use of or disclosure of Protected Health Information other than as provided for by this Agreement. c. to mitigate, to the extent practicable, any harmful effect that is known by any Party to this Agreement, of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement. d. to report any use or disclosure of the Protected Health Information not provided for by this Agreement of which it may become aware.

6. Assignment. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written consent, and any attempt to do so without such consent shall be void.

7. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient only if dispatched by certified or registered mail, postage prepaid, or personal delivery, addressed to the party to be notified at its address written below. To Company: Chrysalis Massage Therapy and Consulting, 2414 Pointe Road, Weston, WI 54476, Therapist: Diane Durante, MEPD, OTR, LMT, CST I Email: [ddfuctionalot@charter.net](mailto:ddfuctionalot@charter.net) , Phone: 715-432-9399.

Client Information: (Agency/Business/Company/Patient/Patient Representative)

Name: \_\_\_\_\_

Position or Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone & Extension: \_\_\_\_\_

Facsimile Telephone: \_\_\_\_\_

Client Email: \_\_\_\_\_

Additional Comments or Amendments to this contract:

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8. Entire Agreement. This Agreement is the final, complete and exclusive agreement between Client and Provider/Therapist with respect to the subject matter hereof.

9. Neither party shall be responsible for any failure to perform its obligations hereunder due to any cause or event beyond such party's reasonable control. IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be executed, as of the day and year written below.

\_\_\_\_\_  
SIGNATURE Provider/Therapist                      Date

\_\_\_\_\_  
SIGNATURE Client    Date

## **Scope of Practice for Occupational Therapy**

- (a)** Screening, evaluating, developing, improving, sustaining, or restoring skills in activities of daily living, work or productive activities, instrumental activities of daily living, play, leisure activities, rest and sleep, education and social participation.
- (b)** Evaluating, developing, remediating, or restoring sensorimotor, sensoriperceptual, neuromusculoskeletal, emotional regulation, cognition, communication, social skills, or psychosocial components of performance.
- (c)** Designing, fabricating or training in the use of assistive technology, upper extremity orthotic devices and lower extremity positioning orthotic devices.
- (d)** Training in the use of prosthetic devices, excluding gait training.
- (e)** Adaptation of environments and processes, including the application of ergonomic principles, to enhance performance and safety in daily life roles.
- (f)** Application of physical agent modalities based on a physician order as an adjunct to or in preparation for engagement in treatment. Application is performed by an experienced therapist with demonstrated and documented evidence of theoretical background, technical skill and competence.
- (g)** Evaluating and providing intervention and case management in collaboration with the client, family, caregiver or other involved individuals or professionals.
- (h)** Educating the client, family, caregiver, or others in carrying out appropriate nonskilled interventions.
- (i)** Consulting with groups, programs, organizations, or communities to provide population-based services.
- (j)** Therapeutic use of occupations, exercises, and activities.
- (k)** Training in self-care, self-management, health management and maintenance, home management, community work reintegration, and school activities and work performance.
- (l)** Therapeutic use of self, including one's personality, insights, perceptions and judgments, as part of the therapeutic process.
- (m)** Assessment, recommendation, and training in techniques to enhance functional mobility, including management of wheelchair and other mobility devices.
- (n)** Vision and low vision rehabilitation.
- (o)** Driver rehabilitation and community mobility.
- (p)** Management of feeding, eating, and swallowing to enable eating and feeding performance
- (q)** Facilitating the occupational performance of groups, populations, or organizations through the modification of environments and adaptation processes.
- (r)** Use of a range of specific therapeutic procedures, including wound care management; techniques to enhance sensory, perceptual, and cognitive processing; and pain management, lymphedema management, and manual therapy techniques, to enhance performance skills.