



CONTRACT BETWEEN ONCOLOGY MASSAGE ALLIANCE AND INDEPENDENT CONTRACTOR

This Contract (Contract), dated _____, is by and between Oncology Massage Alliance (OMA), with principal offices located at 1509 Suffolk Drive, Austin, Texas 78723 and _____ (Independent Contractor):

Status as Independent Contractor.

Contractor is an independent contractor and not an employee of the OMA. As an independent contractor, OMA and Independent Contractor agree to the following:

- a. Independent Contractor has control of the means, manner and method by which services are provided.
- b. Independent Contractor has the right to perform services for others during the term of this Contract.
- c. Independent Contractor shall indemnify and hold OMA harmless from any loss or liability arising from services provided under this agreement.
- d. Independent Contractor is responsible for maintaining appropriate certification, licensure and malpractice liability insurance (Liability Insurance), including all costs thereof.

Term.

The term of this contract shall start on _____. Upon request, Independent Contractor can receive a copy of this fully executed document.

For new Independent Contractors, there will be a three-month trial period ending from the signed date of this Contract. During said three-month trial period, this Contract may be terminated for any reason by either party.

Designation of Practitioner and Supporter Levels for OMA Massage Therapists.

The first level is Practitioner, which is OMA's Infusion/Radiation Massage Therapist where the Independent Contractor commits, on a regular basis, to providing hand and foot massage sessions to oncology patients undergoing chemotherapy and radiation treatments as well as other types of infusion. Practitioners should also offer short massage sessions to caregivers and if allowed, to medical staff. This level also allows Independent Contractor to earn quarterly stipends and direct pay for time in the infusion/radiation areas.

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The second level is Supporter, which is as an OMA Massage Therapist where

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Independent Contractor cannot commit to volunteer in the infusion/radiation areas, but still wants to remain active in OMA and help out in other capacities.

Both Practitioner and Supporter massage therapists (1) will remain listed on our website (“Find a Therapist”), (2) are invited to all our OMA social meetings (attending is highly encouraged), (3) can apply for educational stipends, and (4) will have the opportunity to participate as an OMA therapist in many cancer support community events (one/year) where OMA hopes to increase public awareness of the benefits of oncology massage therapy.

At any time, OMA massage therapists can change their levels due to personal or business reasons, relocation, time availability, health reasons, etc. A short letter of explanation (email will be accepted) should be sent to the Director of Operations at geriruane@gmail.com.

Responsibilities/Services of Independent Contractor.

- a. Within the facility, Independent Contractor agrees to provide infusion center oncology massage services (hand and foot massage) within the scope of licensing. If applicable, hand massage can also be offered in radiation areas.
- b. Independent Contractor agrees to dress in a style consistent with the facility’s image, wear the OMA logo uniform and provide services in accordance with OMA’s philosophy.
- c. Independent Contractor may be asked to furnish all necessary supplies and materials used in the performance of services (e.g., oils, lotions, with linens and music optional).
- d. Independent Contractor shall maintain patient documentation forms in a mutually agreed upon manner. Patient records are the responsibility of the Independent Contractor until the end of each month when those documents will be collected by facility coordinator (OMA lead therapist) and stored by OMA in a secure place within each facility.
- e. Independent Contractor will initially meet with OMA lead therapist for the facility orientation before starting service.
- f. Independent Contractor will maintain communication with OMA lead therapist.
- g. Independent Contractor will maintain current OMA timesheet which must be kept at the facility and submit the OMA timesheet to OMA lead therapist within three days of the end of the month.
- h. Independent Contractor will participate in OMA community outreach support events, one or two times per year.

Services to Be Provided by OMA.

OMA shall provide the following: a safe, clean environment within the oncology facility, orientation to said facility, OMA business/rack cards, as well as patient documentation forms, donation receipts and timesheets. OMA will provide the IRS with 1099 Form for Independent Contractor and will send a copy of that IRS form to the Independent Contractor at the end of each year.

Fees, Terms of Payment and Fringe Benefits.

Fees. When first joining OMA and at the time of signing this Contract, a \$20 operation fee is required by Independent Contractor to OMA for administrative expenses. The amount shall be pro-rated quarterly according to the date of the Contract. Amounts shall be \$20 (when joining in Quarter 1), \$15 (when joining in Quarter 2), \$10 (when joining in Quarter 3), and \$5 (when joining in Quarter 4). Every year thereafter, a \$20 per year membership fee will be due by March 31st.

Terms of Payment. Currently, participation in the OMA program is voluntary but as OMA's assets improve to support each facility location, compensation of \$25 per hour to Independent Contractor will be set for a standard and agreed upon monetary payment for a timeframe of one or two hours per week. Independent Contractor will submit the OMA timesheet to OMA lead therapist in a timely manner, which will be signed off by both parties. OMA then would proceed with payment to Independent Contractor on a monthly basis.

Fringe Benefits. No fringe benefits are provided at this time.

Liability Insurance.

During the term of this Contract, Independent Contractor shall maintain a malpractice liability insurance policy of at least \$2,000,000 aggregate annual and \$1,000,000 per incidence.

No Partnership.

This Contract does not create a partnership relationship. Independent Contractor does not have the authority to enter into contracts on OMA's behalf and OMA does not have the authority to enter into contracts on the Independent Contractor's behalf.

Resolving Disputes.

If a dispute or claim arises out of or relating to this Contract or breach thereof, it shall be settled promptly by mediation provided, however, that the mediator shall have no authority to add to, modify, change or disregard any lawful terms of this Contract. Any costs and fees of mediation shall be shared equally by the parties.

If both parties are unable to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute/claim to a mutually agreed upon arbitrator. The decision of the arbitrator shall be final and binding, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Costs of arbitration will be allocated by the arbitrator.

Term of Contract.

Either party may terminate this Contract, given reasonable cause, as provided below, or by giving thirty days' written notice to the other party of the intention to terminate this Contract due to any of the following reasons:

- a. Material violation of the provisions of this Contract.
- b. Any action by either party exposing the other to liability for property damage or personal injury.
- c. Violation of ethical standards as defined by local, state and/or national associations and governing bodies.
- d. Loss of licensure for services provided.
- e. Independent Contractor engages in any pattern or course of conduct on a continuing basis, which adversely affects Independent Contractor's ability to perform services.
- f. Independent Contractor engages in any pattern or course of conduct on a continuing basis, which adversely affects OMA or OMA's associates' ability to perform services.

Governing Law.

This Contract is governed by the laws of this State.

Entire Contract.

This constitutes the entire Contract between Independent Contractor and OMA, and supersedes any and all prior written or verbal agreements. Should any part of this Contract be deemed unenforceable, the remainder of the Contract continues in effect.

Independent Contractor and OMA's representative certify and acknowledge that they have carefully read all of the provisions of this Contract, understand and agree to it, and fully and faithfully comply with all such provisions.

Independent Contractor (Print Name)

Independent Contractor (Signature)

Date

OMA Representative (Print Name)

OMA Representative (Signature)

Date