SAUK COUNTY HEALTH CARE CENTER COSMETOLOGY SERVICES AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. PARTIES.

This agreement is entered into between <u>Nicole Brunken</u> (Cosmetologist), licensed Barbering or Cosmetology Manager in the state of Wisconsin, and Sauk County Health Care Center (SCHCC). It is the intention of both parties to this contract that the relationship created hereby is one of an independent contractor, and in nowise is it intended to create an employment relationship. The SCHCC shall retain professional and administrative responsibility for the services provided hereunder.

2. TERM.

This agreement shall run from May 29, 2019 until September 3, 2019 inclusive. This contract is a temporary contract.

3. SERVICES.

The Cosmetologist agrees to perform the Statement of Work as follows:

- A. Wash, set, and style the hair of SCHCC residents/clients as requested and appropriate.
- B. Apply permanent wave or hair dye/tints to the hair of SCHCC residents/clients as requested and appropriate.
- C. Perform any other cosmetology or barbering normally related services to residents/clients as requested and appropriate.
- D. Keep equipment and supplies in clean and sanitary condition to ensure the health and welfare of residents.
- E. Communicate promptly and regularly with the Nursing, Social Services or Administrative Staff of SCHCC regarding problematic residents requesting cosmetology services.
- F. Communicate with Administrative Staff regarding the need to purchase equipment or supplies for the delivery of the above services.
- G. Follow Business Office policy and procedure regarding payment for services rendered and availability of funds.
- H. Maintain and submit accurate billing requests to ensure accurate, supportable payments occur.

- I. Follow facility policies and standards regarding Resident Rights and Abuse reporting, Universal Precautions/Infection Control, Dress Code and Emergency/Disaster Response Plan in consultation with the SCHCC Administrator. Will attend yearly inservices regarding these policies.
- J. Maintain confidentiality of Residents Health Information
- K. Provide SCHCC with current copies of licensure and complete background disclosure forms in accordance with facility policies and procedures.

4. **COMPENSATION:**

- A. Cosmetologist shall be compensated by residents/clients at the rates listed in Appendix A of this agreement.
- B. This agreement provides no fringe benefits.
- C. Payment will be made by check from the resident/client account on a weekly total sum basis within seven (7) days of the receipt of the appropriate request.

5. SERVICES:

A. HCC agrees to:

- a. Be responsible for purchasing all shampoos, conditioners, styling gel or sprays, hair dye/tints and permanent solutions, as well as, other equipment necessary for the acceptable operation of the facility. Ordering of supplies, as requested by the Cosmetologist, will be completed by the Administrator/designee.
- b. Provide all housekeeping, laundry, electricity/water, heat and other overhead services.
- c. Provide the area, equipment i.e. chairs, and sinks necessary to operate

B. Cosmetologist agrees to:

- a. Provide HCC with current copies of licensure and background disclosure form in accordance with facility policy and procedure. Cosmetologist will be oriented on prior to start of service provision according to policy for new employees.
- b. Wash set and style the hair of SCHCC Resident as requested. Permanent wave, dye/tint and cut as requested.
- c. Perform any other cosmetology/barbering normally related services to Residents as requested
- d. Keep equipment and supplies in sanitary condition to ensure the health and welfare of Residents
- e. Communicate with the nursing staff regarding problems noted with Residents during delivery of service such as behaviors or physical needs
- f. Follow Business office policy and procedure regarding payment for services rendered and availability of funds.
- g. Will maintain confidentiality of Residents health Information
- h. Know and Follow facility policies and standards regarding Resident Rights and Abuse reporting, Universal Precautions/Infection Control, Dress Code, Emergency/Disaster Response Plan. Will attend yearly inservices regarding these policies.

6. TERMINATION:

A. This contract may be terminated by either party with thirty (30) days written notice to the other party.

B. The Health Care Center retains the right to terminate this contract for cause upon written notification to the Cosmetologist of the reasons for such termination. Any damages under this termination clause are limited to the amounts due for the work that has actually been performed.

SAUK COUNTY HEALTH CARE CENTER	COSMETOLOGIST		
Superintendent			
Date	Date		

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Appendix A

Cost Proposal for Cosmetology Services

Service	Cost
Cut	\$6
Shampoo/Set	\$7
Cut/Style	\$10
Shampoo/Cut/Set	\$13
Color (resident provide the supplies)	\$17
Color	\$24
Perm	\$25

POLICY AND PROCEDURE SAUK COUNTY HEALTH CARE CENTER REEDSBURG, WISCONSIN

SUBJECT: BEAUTICIAN AND BARBER SERVICES

POLICY: The facility shall enter into independent contracts with licensed hair care professionals for the provision of barber and/or cosmotology/beautician services for residents of the facility.

PROCEDURE: The facility and contractor shall take all reasonable measures to ensure a mutually satisfactory and beneficial relationship with hair care professionals here to provide resident services. This shall include at least the following:

- 1. Upon entering into any sort of an agreement with an independent contractor, the facility shall require to have a copy of the contractors current license available for inspection.
- 2. The licensed hair care professional will follow all currently generally accepted standards while providing hair grooming services to residents.
- 3. Current prices for all available barber/beautician services will be clearly posted in the facility "beauty parlor" as well as made available as part of the admission packet.
- 3. The facility will assist, as requested, in the development of a list of residents to receive services in advance of the service day.
- 4. The contractor will submit this list to the facility Business Office which will communicate the ability or lack of ability to pay for services to the contractor prior to services being provided.
- 5. In order to fairly and accurately accommodate the scheduling of services, staff will submit any requests received from residents or their family/responsible representative to the hair care professional at least two weeks in advance of the services being needed. This submission may occur in writing or by phone message. It is understood that some requests may not allow for this time, but that should be only an exception and may not be accommodated depending upon time constraints.
- 6. Once the Business Office has reviewed the daily proposed schedule for resident payment status, they will forward copies of the schedule to the different resident units either by:
 - a. Daily mail envelope, or
 - b. In person delivery
- 7. Upon receipt of the beautician/barber schedule, facility nursing department staff will
 - a. Take all reasonable measures to ensure each resident's timely arrival for scheduled services, or
 - b. Contact the contractor and propose an alternative plan to him/her on a timely basis. i.e., this resident can't come at 10:00, but this second one can and the first will come at her time, 11:00.
- 8. Should the facility staff become aware, at any time of the potential for a resident to become physically aggressive towards the hair care professional during the provision of services, they will:
 - a. Inform the hair care professional in advance,

- b. Remain available for intervention and removal from the beauty parlor should the resident become physically aggressive and therefore pose a risk towards him/herself and/or the hair care professional.
- 9. Should a resident become physically aggressive towards the hair care professional during the provision of services and no staff are immediately present the professional will:
 - a. Immediately stop attempting to provide services to the resident trying to ensure resident safety.
 - b. Use the telephone or any other necessary means to gain assistance with removing the client from the area. (i.e. stop staff in the hallway, call reception, page on the intercom for assistance, ask ward clerks, etc.).
 - c. Inform the unit nurse of the resident's unsafe behavior and request them to chart the same and contact social services if a pattern is shown. (two instances in close proximity of time or in concurrent attempts will constitute a pattern)
- 10. Should a resident show a pattern of physical aggression during the provision of hair care services, the social worker will be notified by the unit nurse and the resident's family or responsible party will be notified of the inability to provide these services safely and of any available and reasonable options.
- 11. Should a resident request to use the beauty shop and is on oxygen therapy, they must under no circumstance be allowed underneath the hair dryer units. Standard policy is that residents will be taken off oxygen 15 minutes prior to coming to beauty shop. Beautician is trained in identifying signs of respiratory distress and will contact nursing staff immediately should s/s develop.
- 12. After services are provided, the beautician and/or barber will submit a request for payment to the business office and will receive appropriate reimbursement within one week.

SIGNATURES:	
Administrator	Quality Assurance Nurse - DON