

## Services Agreement Between \_\_\_\_\_ and \_\_\_\_\_

WHEREAS on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ is a provider of medical services support personnel and \_\_\_\_\_, hereafter referred to as "Facility", is an organization in need of medical support services personnel; and in consideration of the mutual promises herein contained have agreed to enter into this one certain **Services Agreement** (hereinafter the "Agreement") as follows:

\_\_\_\_\_ shall furnish to the facility qualified personnel on an as-needed, as-available basis in accordance with the Agreement's terms. Qualified personnel are those individuals who meet the state established licensing standards and guidelines for their respective profession. Facility is responsible for supervision and instruction of the personnel regarding compliance with JHACO requirements, policies, procedures, facility operation specifically including, but not limited to, all necessary facility safety procedures, equipment handling, and services needed. The Facility shall remain solely liable for the safe and supervised performance of those entrusted to operate equipment and provide services.

\_\_\_\_\_ shall maintain and provide to the facility, upon written request, the following information for any personnel: A copy of that individual's current license, registration or certification (where applicable), resume, and CPR certification, plus proof of completion of educational requirements, including continuing education when such is required. In addition, \_\_\_\_\_ shall maintain current proof of TB screening, physical, hepatitis B inoculation, and I-9 documentation. Copies of these latter documents shall not be provided to client, to maintain confidentiality, however they are available for view in at the \_\_\_\_\_ office at any time.

\_\_\_\_\_ agrees to obtain, and maintain, over the Agreement's term, or any extension or renewal thereof, professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate coverage for any personnel assigned to this agreement.

Both \_\_\_\_\_ and the facility understand and agree that any personnel assigned to the Facility pursuant to this Agreement shall perform all services to the facility as an independent contractor and not as an employee, agent and partner or venture participant of the Facility. All personnel provided are considered employees of \_\_\_\_\_.

Initials\_\_\_\_ Initials\_\_\_\_

\_\_\_\_\_ agrees to indemnify facility against all liabilities and expenses arising from the negligent performance of services to patients of personnel supplied by \_\_\_\_\_ as required by this Agreement. Facility agrees to indemnify \_\_\_\_\_ against all liabilities arising from the negligence of the Facility's employees rendering services to patients, including, but not limited to the safe and supervised performance of those entrusted to operated equipment and provide services.

Facility retains the right to determine, within reasonable discretion, which personnel will be accepted for initial or repeated service. The facility shall provide \_\_\_\_\_ with advance telephone notification of Facility's staffing needs, including any requests for individual staff members. \_\_\_\_\_ cannot guarantee the availability of any individual staff members, nor can it guarantee its ability to fill requests. Conformation for assignments will be handled by phone call, or occasionally with written conformation. Facility agrees to book eight (8) hour shifts and a minimum of forty (40) hours a week. Should Facility need to cancel a job request, a cancellation notice is due thirty (30) business days in advance of the starting day. Should said Facility give anything less than thirty (30) business days notice, via certified mail, Facility agrees to a payment fee of 50% of contract hours.

Facility agrees to remunerate \_\_\_\_\_ for personnel provided and charges pursuant to the Agreement. \_\_\_\_\_ shall invoice every seven (7) days, and payment is due every fourteen (14) days of invoice date. Any outstanding balances not paid within thirty (30) days shall be subject to a late charge of 1.5% a month (18% annual rate) or such lesser amount as necessary so that the balance does not exceed that allowable by law. Should it be necessary to assign the account balance to a collection agency or an attorney for legal action, all subsequent charges and legal fees shall be paid by the Facility. Facility further agrees that it is its responsibility to pay \_\_\_\_\_ under this Agreement is separate and distinct from its ability to collect payment for such personnel's services from the patients, Medicare, Medicaid, and/or any other insurance program or responsible party.

A current rate schedule is attached hereto as "Rate Exhibit" and is set forth the individual rates to be charged. In addition, Facility agrees to remunerate **Liberation Medical** for all charges, fees and costs enumerated in "Rate Exhibit" which include but are not limited to those charges, costs and fees associated with overtime pay and holiday services. Overtime shall be considered all hours worked over forty two (42) hours, encompassing all shifts in any given work-week defined as Monday through the following Sunday. All overtime work shall be compensated by time-and-one-half (1 1/2). Specific holidays are as follows: New Year's Day, Easter Sunday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. "Rate Exhibit" is subject to change with thirty (30) days written notice. All obligations and payments are due and payable in Gainesville, Florida.

Notwithstanding any other provision in this agreement, \_\_\_\_\_ may immediately terminate this agreement at any time without notice if payment for services is not received by the 14th day after the invoice is presented to Facility.

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Facility agrees to notify \_\_\_\_\_ of its intent to hire any personnel who previously was referred to Facility by \_\_\_\_\_ during the proceeding twelve (12) month period. In addition, facility agrees and warrants to pay \_\_\_\_\_ the following placement fee which is based on the number of hours that the personnel worked through \_\_\_\_\_ in the Facility.

0-320	hours	25% Perm Placement Fee
320-640	hours	15% Perm Placement Fee
641-1000	hours	10% Perm Placement Fee
1001-1400	hours	5% Perm Placement Fee
Over 1400	hours	No Fee

At any time, if facility includes on its payroll any person formally referred to Facility by \_\_\_\_\_ that person immediately ceases to be an independent contractor with respect to the Facility, and \_\_\_\_\_ is no longer liable in any way for that person's actions or omissions.

**Complete Agreement:** this Agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties.

**Assignment:** Either party without the written consent of the other party may not assign this Agreement. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure the benefit of and be binding on the successors and assigns of the respective parties. The Validity and Interpretations of any terms or provisions of this Agreement or of the rights or duties of the parties hereunder shall be governed by the laws of the state of Florida.

**Records:** Pursuant to Section 1395x(v)(1)(l)(j) of Title 42 of the United States Code, with respect to any services furnished under this agreement, the value or cost of which is Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, until the expiration of the period of four (4) years after the formation of this agreement, \_\_\_\_\_ shall make available promptly upon written request to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States Accounting Office, or from any of their authorized representatives, a copy of this agreement and such books, documents and records as are necessary to certify the extent of the costs of the services provided by \_\_\_\_\_ under this agreement. \_\_\_\_\_ further agrees to provide promptly any records to Facility as may be required under the Omnibus Budget Reconciliation Act of 1987 and 1990.

Initials\_\_\_\_\_ Initials\_\_\_\_\_

**Subcontracting:** \_\_\_\_\_ further agrees in the event \_\_\_\_\_ carries out any of its duties under this agreement through a subcontract with the value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until expiration of four (4) years after the furnishing of the services pursuant to such subcontract, the subcontractor shall make available promptly upon the request to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, the subcontractor and such books, documents and records as are necessary to verify the nature and extent of such costs.

**Indemnification/Hold Harmless:** \_\_\_\_\_ agrees to save, indemnify and hold harmless Facility from any and all liability costs or expenses incurred directly or indirectly because of the failure of \_\_\_\_\_ to comply with the obligations set forth above, or for any inaccurate or fraudulent claims submitted to the Facility by \_\_\_\_\_ for billing purposes.

**Confidentiality:** \_\_\_\_\_ agrees to respect and abide by all federal state and local laws pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services to Facility patients.

**Term:** The term of this agreement shall commence as evidenced on the signature page of this Agreement and shall continue in full force and effect for a period of an initial term of one (1) year and shall automatically be renewed unless each party delivers to the other written notice of intent not to renew thirty (30) days prior to the end of the term. Unless either party elects to terminate the agreement in accordance with the terms of this paragraph, this agreement shall be deemed to have been automatically renewed for additional terms of one (1) year each.

Initials\_\_\_\_\_ Initials\_\_\_\_\_

Each party may at any time terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.

Notification addressed to:

If addressed to Facility:

Entire Agreement: The entire Agreement, including the "Rate Exhibit" contains a total of six (6) pages.

Fax Authorization: This Agreement is binding to both parties if signed in the presence of both parties, or if signed by one party and faxed to the remaining party.

Executed by the Facility at \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_/Date \_\_\_\_\_

Executed by \_\_\_\_\_ at \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_/Date \_\_\_\_\_

**Facility**

By: \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Initials \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_

Medical

Initials \_\_\_\_\_

Date \_\_\_\_\_

Initials \_\_\_\_\_ Initials \_\_\_\_\_

## **Rate Exhibit For Physical Therapist**

Hourly Rate: \$  
Overtime/Holiday Rate: \$

Mileage Rate: IRS current

Initial \_\_\_\_\_ Initial \_\_\_\_\_

### **Facility Assignment Confirmation**

Date:  
To:  
Facility Name:  
Phone:  
Fax:

This letter confirms the information listed for the assignment for your facility. The conditions set forth are in accordance with the agreement entered into between \_\_\_\_\_ and Facility.

Name of the assigned employee:  
Discipline: Physical Therapy  
Position: Physical Therapist

Area:

Length of assignment:

Start date:  
End date:

Guaranteed number of hours/week: 40  
Bill Rate:  
Mileage Rate: IRS current

The parties executing this agreement agree to the terms of this agreement.

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature for Facility