



Contract for Services of Independent Contractor

This Contract ("Contract") is entered by Options for Rehab (OFR), A Physical Therapy Corporation, whose principal place of business is located at 5489 Rutland Court, Rancho Cucamonga, CA 91739, and _____ ("Independent Contractor") whose business address is _____ on this _____ day of _____,

RECITALS

- Whereas**, OFR desires to have Independent Contractor provide physical, occupational, speech therapy and Dietician services under the Condition of Participation for Medicare in effect during the term of this Contract, and
- Whereas**, Independent Contractor represents that he or she is licensed as a Physical Therapist, Physical Therapy Assistant, Occupational Therapist, Certified Occupational Therapy Assistant, Speech Therapist, Speech and Language Pathology Assistant, Dietician by the State of California and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to perform the services to be performed under this Agreement, and
- Whereas**, Independent Contractor represents that he or she is engaged in the same or similar activities for others and that OFR is not Independent Contractor's sole client or customer;
- Therefore**, In consideration of these recitals and the promises set forth in this Agreement, OFR and Independent Contractor agree to the following.

DEFINITIONS

The following terms used in this Contract are defined as follows:

- Patient**: Any person with illness or disability requiring the professional services of OFR who may or may not have a need for Physical therapy, Occupational therapy, Speech Therapy and Dietician services.
- Conditions for Participation in Medicare**: Such conditions as are set forth in the U.S. Code of Federal Regulations, Title 42, or its successor statute, including any amendments thereto.
- Service Area**: The OFR Service Area is the metropolitan Los Angeles area and surrounding counties.

RELATIONSHIP BETWEEN THE PARTIES

- The parties to this Contract agree that the Independent Contractor is a professionally licensed Physical, Occupational, Speech Therapist, Dietician who is qualified to perform physical, occupational, speech therapy or Dietetic services under the Conditions of Participation of Medicare, in effect during the term of this Contract and that the relationship created by this Contract is that of an independent contractor. The Independent Contractor shall provide a copy of a current California license, proof of liability insurance, a tuberculosis test and chest x-ray and CPR certifications at the time of entering into the Contract and a subsequent copy upon renewal. The Independent Contractor is not an agent or employee of OFR, and is not entitled to the benefits provided by OFR to its employees, including, but not limited to, company paid insurance, vacations, unemployment insurance and retirement benefits.
- The Independent Contractor will be solely and entirely responsible for his or her acts, during the performance of this Contract. However, the nature of the OFR business is that in the interest of efficiency and maximum acceptability and quality of services to patients and families, continuous and effective liaison and close cooperation between OFR and the Independent Contractor is required. OFR and the Independent Contractor desire that to the fullest extent consistent with independent contractor status, such liaison and cooperation shall be maintained to these ends.
- The Independent Contractor agrees to regularly consult with and to report any inability or failure to render agreed services to OFR. Further, the Independent Contractor agrees to participate in any quality assurance activities requested by OFR. The Independent Contractor shall report all matters affecting the case management of an OFR patient to the OFR Management Staff.
- The quality of physical, occupational, speech therapy or dietetic service provided by the Independent Contractor during the term of this Contract and the documentation thereof shall be evaluated continuously by OFR and through at least twice Quarterly Improvement audits and quarterly Utilization Review audits and any reviews and audits as may be required by law.

SERVICE TO BE RENDERED

A. OFR retains Independent Contractor to perform the following services for OFR: the provision of services to OFR at such times as may be mutually agreeable to both parties, including the direct care of OFR patients, consultation, and teaching. These services shall be provided in accordance with the Conditions of Participation for Medicare in effect and OFR policies and procedures, and shall include but not be limited to, the following:

1. Direct Care. The Independent Contractor shall:

- a) Adhere to the Standards of Practice and Code of Ethics of the American Physical Therapy Association, American Occupational Therapy Association, or American Speech Therapy Association and Commission on Dietetic Registry.
- b) Participate in developing a Plan of Treatment by interpreting and clarifying the orders for OFR patients and obtaining definitive medical orders, which include amount, frequency, duration and modality of PT, OT, ST or Dietetic consulting services to be provided.
- c) Upon referral, initiate and direct services based upon the patient's rehabilitation potential, potential for functional benefit, and attainment of goals.
- d) Administer an initial assessment of the patient's functional skills and deficits within two (2) working days of OFR Start of Care date in order to: i) establish the Plan of Treatment, ii) establish a baseline for comparison at thirty (30) day intervals for the purpose documenting progress, and iii) to revise treatment goals based upon patient progress.
- e) Document patient evaluations upon Baseline Date forms following OFR procedure.
- f) Recommend community resources.
- g) Provide consultation to patient and family regarding the nature of the patient's treatment and functional skill improvement.
- h) Document all visits and consultations provided for the patient's permanent record and submit within 24 hours with the OFR Route sheet with patients signature to OFR.
- i) Provide discharge planning, including a written discharge summary upon termination of treatment and submit within 24 hours to OFR.
- j) Consult with other OFR staff regarding: i) the need for physical, occupational, speech therapy or dietetic services; ii) to provide case coordination information; and iii) to provide patient progress reports to the responsible professional.
- k) Attend, initiate and participate in Rehabilitation Conferences involving the assigned patients.
- l) Revise and document treatment plans at not more than 30 day intervals for certification and rectification of continued therapy service.
- m) Provide OFR with other requested information in conjunction with provided services.
- n) Make all necessary adjustments of equipment and recommend or assist the patient to order necessary equipment.
- o) Make shared visits as necessary for orientation or consultation purposes as requested by OFR.
- p) Pre-arrange visits with the patient or family at a mutually convenient time.

2. Consultation: The Independent Contractor shall provide consultation time as part of their services which shall include discussion and review of assigned patients' physical therapy, occupational, speech or dietetic treatment, goals, progress, problems, etc. Consultation time includes: time spent in face-to-face consultation with other OFR professionals, Rehabilitation Conferences, and telephone calls to physicians or OFR staff not available for face-to-face consultation. The amount of consultation time provided is directly related to the number of cases carried or referrals received by the Independent Contractor. Any consultation must be documented in the patient's record in order to substantiate payment. The Independent Contractor is NOT compensated for consultation time unless they receive prior authorization from OFR.

3. Inservice Meetings: The Independent Contractor shall participate for up to four (4) hours per year of unpaid time in meetings or in service education programs at the request of OFR.

4. Teaching: The Independent Contractor shall supervise and teach delegated rehabilitation procedures to nurses, home health aides, family members and any other persons designated by OFR as deemed necessary by OFR.

B. Independent Contractor retains the sole right to control or direct the manner in which the services described in paragraph A are to be performed.

C. Independent Contractor will supply all equipment, tools, materials, and supplies necessary to perform the services under this Contract.

D. Independent Contractor may or may not, as Independent Contractor so chooses, retain employees or assistants to assist the Independent Contractor. OFR is not responsible for the compensation or instruction of Independent Contractor's employees or assistants and these employees or assistants remain the sole responsibility of Independent Contractor.

TERMS AND TERMINATIONS

- A. The term of this Contract shall be one year from date of execution; provided however that this Contract shall automatically be extended for a period of one (1) year from said execution date unless terminated pursuant to the terms of this section.
- B. OFR reserves the right to terminate this Contract for cause without prior notice if the Independent Contractor or his or her agents or employees engage in any fraudulent or abusive activities including, but not limited to substandard work, any attempt to solicit or collect monies directly from patients or patient's families for services under this contract, attempts to be contractually compensated for visits which have not been made, for misrepresentation of service, or falsification of records or engaging in any illegal or immoral acts related to the services performed under this Contract or in the event that the Independent Contractor should lose his or her license at any time during the term of this Contract.
- C. OFR may terminate this Contract without cause upon 30-day written notice to the Independent Contractor at the address indicated within this document.
- D. The Independent Contractor may terminate this Contract without cause upon 30-day written notice to OFR at the address indicated within this document.
- E. In the event of termination, the Independent Contractor shall be entitled to payment for services rendered through the date of termination. Payment shall be made within thirty (30) days of the last recorded visit and OFR's receipt of appropriate patient documentation and satisfactory return of OFR equipment.

COMPENSATION

- A. OFR shall pay Independent Contractor at the rate of \$_____ per evaluation and \$_____ per visit billed to patient. Not seen and refused service visits are not compensated by OFR.
- B. Employer will not reimburse Independent Contractor for any expenses incurred by Independent Contractor as a result of services rendered under this Agreement, including, but not limited to, car related expenses, telephone expenses, and any other expense incurred related to the provisions of services.

TAXES AND INSURANCE

Independent Contractor agrees that it is Independent Contractor's exclusive responsibility to provide all employment taxes, insurance premiums, and local, state, and federal taxes related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state, or federal income taxes will be withheld from payments to Independent Contractor.

LICENSES, CONFIDENTIALITY, RESTRICTIONS, AND EQUIPMENT

- A. The Independent Contractor agrees that all information, records and data to which he or she may have access to or custody of pertaining to OFR patients and their families shall be protected by the Independent Contractor from any unauthorized disclosure.
- B. The Independent Contractor shall not collect money from or bill any OFR patient or health insurance program, or collect any deductible or coinsurance from a OFR patient. Further, the Independent Contractor will not solicit OFR patients to continue treatments (at least for a month) on a private basis when the patient's therapy program is discontinued because it has been determined that the patient has received maximum benefits from the treatments. The Independent Contractor may subcontract treatment for OFR patients only with the prior knowledge and written consent of OFR. The Independent Contractor is responsible for all subcontractors' compliance with the terms and conditions of this Contract.
- C. Independent Contractor shall provide physical, occupational, speech therapy and dietetic consulting services only during regular business hours.
- D. The Independent Contractor shall provide all of their own treatment materials. OFR may provide limited equipment necessary for the performance of therapy services for OFR patients to be used by the Independent Contractor in the performance of this Contract. The Independent Contractor agrees to compensate OFR for any damage or loss to this equipment at a rate equal to the replacement cost value of such equipment and to return all equipment upon termination of this Contract.
- E. The performance of services by the Independent Contractor as set forth in this Contract shall be subject to evaluation by OFR on a random basis.
- F. If the Independent Contractor is requested to perform services within the Service Area and if the Independent Contractor believes the location is deemed to be unsafe, OFR will be consulted and arrangements will be made for a shared visit, escort service, or other acceptable solution.
- G. The Independent Contractor agrees to conduct themselves consistent with ethical and professional standards, including acceptable manner and dress. Proper identification will be visible at all times when providing services under this Contract. The Independent Contractor will present patients OFR business cards and identification at the initial therapy evaluation at the start of each patient episode of care.

RECORDS AND LEGAL PROTECTION

- A. The Independent Contractor agrees to allow the Secretary of Health and Human Services, the Comptroller General, and their duly authorized representatives access to the Independent Contractor's and/or subcontractors' pertinent books, documents, and records of OFR patients for four (4) years after service is provided. Books, documents and records are defined as all writings, recordings, and audio and video tapes of any description.
- B. The Independent Contractor agrees to prepare, maintain, and keep such records and forms as OFR and/or Medicare and Medicaid (or those programs' fiscal intermediaries) may reasonably require relating to the provision of services under this Contract.
- C. Notwithstanding any provision contained in the Contract to the contrary, the Independent Contractor shall not be required to perform any function, which would violate any applicable statute, regulatory agency rule or regulation, code or canon of professional ethics or responsibility.
- D. Indemnification:
 - 1. The Independent Contractor does hereby indemnify and hold harmless OFR against any and all liability or loss, and against all claims or actions based upon or arising out of damage, injury or death to persons or property, caused by or sustained in connection with the performance of this Contract by the Independent Contractor. The Independent Contractor does also indemnify and hold harmless OFR for the expenses incurred in defending any such claims, including reasonable settlement costs and attorney fees.
 - 2. The Independent Contractor does hereby indemnify and hold harmless OFR against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes of contributions imposed or required under social security and income tax laws with respect to the Independent Contractor's performance of this Contract.

E. Insurance:

The Independent Contractor agrees to maintain such insurance as will fully protect both herself or himself and the OFR from legal liability for personal or bodily injury, death or damage to any persons, and for damage to property, including such claims arising out of the ownership, maintenance or use of any automobile, including professional liability coverage, and also contractual liability insurance applicable to Independent Contractor's agreements of indemnification set forth above. Such liability insurance must provide the following minimum policy limits: bodily and personal injury - \$3,000,000 combined single limit; professional liability - \$1,000,000 per occurrence. Proper certification must be supplied by the Independent Contractor upon execution of this Contract and upon renewal, evidencing all required insurance coverage before any services are provided under this Contract. The Independent Contractor further agrees that such certificates will contain a provision that the coverage provided thereby will not be cancelled until at least thirty (30) days prior written notice has been given to OFR.

F. Non-Discrimination:

The Independent Contractor agrees to comply with all provisions of Title VI of the Civil Rights Act regarding making a distinction on the grounds of race, color, or national origin in the treatment of patients and/or the assignment of subcontractors to provide home health services.

G. The Independent Contractor agrees to conform to OFR professional contract service requirements and agrees to provide OFR with a written personal data form; annual TB test, x-ray or other evidence of good health; proof of education, training and current California licensure; annual proof of malpractice insurance and evidence of knowledge of general liability policies.

H. Plan Warranties:

OFR warrants and represents to the Independent Contractor that it is a California corporation, in good standing, and duly authorized to transact business in the State of California.

Independent Contractor represents and warrants that he or she is free to enter into this Contract and that it is executed by a person duly authorized thereof.

K. Assignment and Subcontracting:

This Contract and the furnishing of services as required hereunder shall NOT be assigned or subcontracted by the Independent Contractor.

GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

SEVERABILITY

Should any portion of this Agreement be found to be invalid or unlawful, the remainder of the Agreement shall continue to be enforceable.

INTEGRATION

The parties' entire understanding is set forth in this Agreement. Any prior or contemporaneous promises or understandings are superseded by the terms of this Agreement. This Agreement may only be amended or altered by another written agreement executed by both parties.

MISCELLANEOUS

- A. All notices which may be proper or necessary under this Contract shall be in writing and mailed to the other party by certified or registered mail, postage prepaid, with return receipt requested, to the address of the party to whom the notice is being sent at its address recited above.
- B. This Contract represents the entire agreement between the parties and may not be amended unless said amendment is in writing signed by both parties.
- C. The covenants, conditions and agreements made and entered into by the parties hereto shall inure to the benefit of and be binding upon the respective representatives, successors and assignees of each of them.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and their seal to be affixed thereto on the day and year first above written.

INDEPENDENT CONTRACTOR

OPTIONS FOR REHAB

By: _____

By: _____

Date: _____

Date: _____