



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into effective as of the _____ day of _____, _____, by and between **Angelus Home Health** the "Agency" and _____ a licensed _____, hereinafter referred to as the "Contractor". Whereas, Agency desires to acquire the services of Contractor to perform the professional services set forth in this agreement in accordance with the terms and conditions hereof and Contractor agrees to perform such services as set forth therein.

NOW, THEREFORE, Agency and Contractor agree as follows:

1. That the Agency is a licensed Home Health Agency that provides licensed or certified personnel to render services to the Agency's patients in their homes and in the geographic area served by the Agency. Patients are accepted for care only by the Agency.
2. That the Contractor is a _____, experienced and duly qualified, licensed/certified to perform the _____ within the disciplines scope of service and individual Job description, and to render services in the State of California. The nature and the scope of the services provided will be based on the Agency's job description.
3. That the Agency offered to engage the services of the Contractor to render services to the Agency's patients in their homes and Contractor has accepted the offer of:

Amount:	Description:
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____

4. That the term of this Agreement is for a period of one (1) year from _____ and automatically renewed every year thereafter unless terminated by either party. This Agreement may be reviewed and revised as necessary.
5. Notwithstanding the foregoing, this Agreement may be terminated by either party anytime, by giving thirty (30) days notice, verbal or written.
6. The Agency shall: at all times, has the overall responsibility for quality of care provided to Agency patients. During such time as the Contractor is providing services to Agency patients pursuant to this agreement, Agency shall have ultimate authority and control over the services provided by the contractor to Agency's patients. The Agency shall have the right to observe services being rendered by the contractor for the purpose of monitoring, supervising and evaluating the Contractor as well as evaluating the patient. Evaluation of the Contractor's performance shall be made by the administrators/DPCS, or the Nurse Supervisor when directed to do so by the Administrator with the consent of the patient. Evaluation of the Contractor will be done through Case Conferences, Direct Observation, Documentation, and Client Satisfaction Survey information.

7. The Contractor shall be subject to the administrative authority and control of the Agency and its designees, and shall fully comply with all administrative policies and procedures of the Agency. The Agency shall evaluate the performance of the Contractor in accordance with Agency's policies and procedures for evaluation of personnel, and at any time, in its sole discretion, required Contractor to replace its staff assigned to the Agency with other Contractor staff.
8. Agency will supervise Contractor per agency policies and procedure. A description of the contracting organization standards for personnel, including qualifications, functions, supervision and in-service training will be provided by the Contractor to the Agency as part of this contract.
9. The Contractor has no later than two (2) working days from the date the referral is given to the Contractor to perform the initial assessment visit. In certain situations, the Contractor will be the discipline that will perform the initial admission process. The Agency will provide the contractor the necessary initial admission packet forms to complete the admission process.
10. That the Agency guarantees no minimum number of patients to be assigned to the Contractor. The Contractor shall schedule patient visits to conform to the needs of the Agency's patients.
11. The Contractor shall participate in developing a plan of care and shall cooperate with the staff members to enhance the quality of care for all Agency patients. The Contractor will provide services in accordance with the Plan of Care established by the patient's physician in conjunction with the Agency's staff. The contractor shall provide records of the initial assessment and on-going revisions, progress reports including documentation of discharge planning, daily activity log, and correspondence/records sent and received for each assigned patient, hand delivered within five (5) days of the service provided or every Monday, whichever is the earliest, in order to be entitled to payment. It is understood that cases acquired while contraction with the Agency will remain with the Agency. Patients to be accepted for case shall be done only by the Agency.
12. Contractor's notes and documentation shall be reviewed by the Agency prior to payment. Agency shall advise the Contractor to correct deficiencies that will be noted in the course of such review.
13. The Agency shall make available to the Contractor its orientation programs. Contractor shall participate in in-service education programs, case conferences, and shall teach and supervise other health care personnel when appropriate.
14. Contractor shall report all changes in the patient's condition to the patient's attending physician, and to the Agency, in compliance With monitoring the status of the patient on service and to document the status to the patient from time to time, noting the progress of treatment, discharge planning process and chart the course of discharge.
15. Contractor shall be available for consultation with the staff of the Agency and/or family members of the patient being treated or on service.
16. The Contractor shall adhere to and be familiar with the Agency's policies and procedures and shall conform to all applicable Agency policies and procedures including personnel qualifications and requirements as required by Title 22 of the California Administrative Code, Title VI of the Civil Rights Act, and all Federal health and safety regulations.
17. Contractor acknowledges that only the Agency is authorized to bill for service rendered by the Contractor to all Agency's patients served by the Contractor. Contractor acknowledges that only licensed and qualified personnel will be accepted by Agency for service.

18. Agency shall provide Durable Medical Equipments (DME) and Medical Supplies needed by the Agency's patients and as such. Contractor shall communicate to the Agency all DME's and Medical Supplies so that appropriate order can be completed.
19. That payment to the Contractor shall be in accordance with schedule of the Agency that is one-week after submission of notes and documentation at the semi-monthly intervals. Delayed notes and documentation, including deficiencies, shall delay payments until correction shall have been made. Agency reserves the right to require the Contractor to correct notes and documentation found to be deficient.
20. Contractor shall maintain, at Contractor's expense, a malpractice liability insurance and worker's compensation insurance in such amounts as necessary during the term of this agreement and shall provide his/her own transportation with full car insurance coverage. Contractor shall likewise be responsible to pay for Federal and Local taxes due on his/her earnings.
21. Contractor has a valid business license issued by the City of _____.
22. All information owned by the Agency including but not limited to records, data, processes and methods which have great value to the Agency and upon which the Agency business is predicated shall remain confidential and cannot be used by the Contractor, except as authorized by law.
23. This contract is subject to the provisions of the Social Security Act, Section 1861 (V)(1)(A) granting the Secretary of Health and Human Services or the Comptroller General of the United States, or their authorized representatives, access to books and records pertaining to this contract. Such access will not be granted for any purpose, unless authorized by law.
24. The Contractor and Agency agree that the Contractor will possess updated copies of all Medicare and CMS required personnel credential documentation prior to staffing (and all time thereafter) any contracted personnel to our Agency including, but not limited to, the following; Auto Insurance, CPR Certification, Drivers License or State ID, Employment Physical examination, Professional License, PPD/TB Clearance (Chest X-Rays when applicable), Professional Liability Insurance, Initial and on-going skills validations, Acknowledgement of Policy & Procedures, Social Security Numbers, I-9 Forms, Reference Checks, Job Descriptions, Agency Specific Paperwork, Resume/ Diploma/ Work History and Criminal Background Validations; and that the Contractor must furnish copies of these documents within two (2) business days of any request by the Agency either by mail, email or fax.
25. The Agency and Contractor agree that in the event contracted personnel that is assigned to a case by the Contractor, per Agency referral, can not make a scheduled appointment it is the responsibility of the Contractor to find a replacement to staff that scheduled visit within 24 hours of the scheduled time. Notification must be made from the Contractor to the Agency, or the Agency to the Contractor, as soon as the Contractor, or the Agency, is made aware that the personnel will not be able to make the visit.
26. The Agency and Contractor agree that the contractor will provide services with his or her professional services as an independent contract or to furnish services for individual patients of the agency pursuant to a plan of care prescribed by each independent attending physician.
27. It is understood that a contractor will perform all services in accordance with currently acceptable professional practices and provide competent, efficient, and satisfactory care. Services and care will be provided on a prompt and continual basis. Contractor in accordance with the orders of the attending physician will determine the specific duties, and the nature and extent of services, to be rendered by the contractor.
28. It is understood that contractor, in performing all services, will be in the relation of an independent contractor to agency. Except as specifically provided in this agreement, contractor will be entitled to free and unrestricted exercise of clinical judgment and skill in performing services hereunder, and agency

shall neither have, nor exercise, any control or direction over the methods by which contractor performs work and functions. Agency shall not in any manner be held answerable to or accountable for any violation of any city, county, state, or federal ordinance or laws for any injury, loss or damage incurred or arising directly or indirectly from acts or omission of contractor or any personnel under the supervision of contractor. Contractor shall remain at all times liable in damages for any and all claims arising from the performance or professional services herein and contractor covenants and agrees to protect, indemnify, defend, and hold harmless agency, its legal representatives, employees, agents, officers, trustees, successors and assigns, and each of them, from and against any and all loss, damage ad expense so incurred, together with reasonable attorney's fees.

- 29. It is the intent of the parties to this agreement that contractor shall be considered and paid as an independent contractor, and in no manner be considered an employee of agency for purpose of wages, benefits, rights and privileges as defined under the appropriate state or federal statues. Contractor waives any and all fringe benefits t hat the agency may provide to any of its regular employees. The benefits contractor acknowledges as waived include, but are not limited to, vacation and holiday pay, sick leave, accident, retirement benefit contributions, social security, workers medical benefits, dental benefits or other employee benefits of any kind or nature. It is further understood and agreed that contractor will be solely responsible for payment of federal, state, and local taxes, which may result from this agreement.
- 30. The Contractor acknowledges and agrees that the contractor is currently licensed and certified to provide therapy services there under and will submit a copy of the renewal of such licenses to the agency.
- 31. The Agency and Contractor will both protect the use and disclosure of Protected Health Information pursuant to the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and Subparts A and C as amended from time to time (the "Security Rule") under the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), which was amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), as Title XIII Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub.L.111-5).

In Witness Whereof, the parties have set their hands, effective as of the day and date first above written.

Agency:

Name:

Angelus Home Health

Agency Authorized Representative:

Printed Name and Title:

Agency Authorized Signature:

Address:

Phone Number:

Fax Number:

Federal Tax Identification Number:

Contractor:

Name:

Contractor Authorized Representative:

Printed Name and Title:

Contractor Authorized Signature:

Address:

Phone Number:

Fax Number:

Federal Tax Identification Number:
