



## INDEPENDENT CONTRACTOR AGREEMENT

This “**Independent Contractor Agreement**” is made and is effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ (Contractor) and CareStat, LLC (Agency).

Now, therefore, Contractor and Agency as follows:

### 1. ENGAGEMENT,

Agency hereby engages Contractor, and Contractor accepts engagement, to provide to Agency the following services:

- Physical Therapy
- Occupational Therapy
- Speech Therapy
- Medical Social Worker
- Other: \_\_\_\_\_

### Contractor agrees to the following conditions:

- a. The Contractor agrees that all patients are accepted for care only by the Agency.
- b. To provide services in accordance with the plan of care established by the Agency. Changes to the care provided will require the prior approval of the Agency.
- c. To conform to all applicable Agency policies, including personnel qualifications for other services provided.
- d. The Independent Contractor must participate in the development implementation of the Patient Care Plan in coordination with CareStat, LLC.
- e. Contractor agrees the coordination and evaluation of care provided by the contractor will include the contractor’s participation in the Agency’s Quarterly clinical record reviews, written communication to the Agency, telephone communications, participation in case conferences and in-service programs.
- f. The Contractor agrees to evaluate the patient’s condition at the initiation of services and upon on-site supervision. The contractor agrees to submit documentation of services provide at least weekly.
- g. The contractor agrees to provide the Agency with a schedule of the dates the services will be provided.
- h. The Contractor retains the right to refusal if schedule does not allow.

**2. TERM OF CONTRACT**

Contractor shall provide services to Agency pursuant to this Agreement for a term commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

**3. Place of Work.**

Contractor shall render services primarily at the patient’s home but based out the offices of CareStat, LLC or the offices of the Contractor. but will upon request, provide services at other places as reasonably requested by the Agency as appropriate for the performance of particular services.

**4. Time**

Contractor’s daily schedule and hours worked under this Agreement on a given day shall generally be subject to Contractor’s discretion pursuant to this Agreement. Agency relies upon Contractor to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

**5. Payment**

Agency shall pay Contractor \_\_\_\_\_/visit. Reimbursement for services will be made monthly.

**6. Confidentiality**

During the term of this Agreement, and thereafter, Contractor shall not, without the prior written consent of the Agency, disclose to anyone any Confidential Information. “Confidential Information” for the purposes of this Agreement shall include agency’s proprietary and confidential information such as , but not limited to, clinical records, OASIS data, Customer lists, business plans marketing plans, financial information designs, drawing, specifications, models, software, source codes and object codes. Confidential information shall not include any information that:

- A. is disclosed by Agency without restriction;
- B. becomes publicly available through no act of the Contractor;
- C. is rightfully received by the Contractor from a third party.

**7. Termination**

**A. This Agreement may be terminated by Agency as follows:**

- 1. Contactor is unable to provide the consulting services by reason of temporary or permanent illness, disability, incapacity or death.
- 2. Breach or default of any obligation of contractor pursuant to section 6 and Section 14, Confidentiality and HIPPA compliance, of this Agreement.

3. Breach of default by Contractor of any other material obligation in this agreement, in which breach or default is not corrected or resolved within 5 days of written notice from the Agency.

**B. Contractor may terminate this Agreement as follows:**

1. Breach or default of any material obligation of Company, in which breach or default is not corrected or resolved within 5 days of written notice from Contractor.
2. If Agency files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against agency, any of the foregoing of which remains undismissed for a period of sixty (60) days.
3. Contractor may terminate agreement with a thirty (30) day written notice to the Agency.

**8. Independent Contractor**

Contractor is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Agency. Contractor shall not be entitled to receive any benefits normally provided to Agency employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Agency shall not be responsible for withholding income or other taxes from the payments made to Contractor. Contractor shall be solely responsible for filing all returns and paying any income, social security or to the tax levied upon or determined with respect to the payment made to contractor pursuant to this agreement.

**9. Tools And Supplies**

Unless otherwise agreed upon by Agency in advance, contractor shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of contractor's services hereunder.

**10. Controlling Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**11. Headings**

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

**12. Final Agreement**

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral... This agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.

**13. Notices**

Any notice to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follow:

Sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Via:  Regular US Mail       Certified Mail  
           Priority US Mail       FedEx  
           DHL                       Overnight US

Other: \_\_\_\_\_

Date Sent: \_\_\_\_\_

Tracking Code: \_\_\_\_\_

**14. HIPPA COMPLIANCE**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

Specific Definitions:

- a. Business Associate. "Business Associate" shall mean \_\_\_\_\_(Name)
- b. Covered Entity. "Covered Entity" shall mean "CareStat, LLC".
- c. Individual, "Individual" Shall have the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR6 §166.502(g).
- d. Privacy Rule. "privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

- e. Protected health Information. “Protected Health Information” shall have the same meaning as the term “Protected Health Information” in 45 CFR 5 164.501, limited to the information created or received by Business Associate from or on behalf of covered Entity.
- f. Required by Law. “Required by Law” shall have the same meaning as the term “Required by Law” in 45 CFR 8164.501.
- g. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

**Obligation And Activities of Business Associate:**

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected health Information not provided for by this Agreement of which it becomes aware.
- d. Business Associate agrees to ensure that any agent, including a sub-contractor, to whom it provides Protected Health Information, received from, or created by Business Associate on behalf of covered Entity, is received in a timely manner by the Secretary or designate, for purposes of the determining Covered Entity’s compliance with the Privacy Rule.

**General Use and Disclosure Provisions**

**a. Refer to underlying services agreement:**

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, covered Entity as specified in Independent Contactor Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by covered Entity or the minimum necessary policies and procedure of the Covered Entity.

**Provisions for covered Entity to Inform Business Associate of Privacy Practices**

- a. Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 8 164.520, to the extent that such limitation may affect Business Associate’s use of disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health

Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 8 164.522, to the extent that such restriction may affect Business associate's use or disclosure of Protected health Information.

### **Permissible Request by Covered Entity**

Covered Entity shall not request Business Associate to or disclose Protected health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

### **Term and Termination**

- A. **Term.** The Term of this Agreement shall be effective \_\_\_\_\_ and shall terminate when all of the Protected Health Information provided by covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- B. **Termination for Cause.** Upon Covered Entity's knowledge of material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to correct the breach or end the violation and terminate this Agreement and the Termination of Contract Agreement sections of the Independent Contractor Agreement if Business Associate does not correct the breach or end the violation within the time specified by Covered Entity.
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and correction is not possible; or
3. if neither termination nor correction is feasible, covered Entity shall report the violation to the Secretary.

**C. Effect of Termination**

1. Except as provided in paragraph (20) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected health Information received from Covered Entity, or created or received by Business Associate on behalf Covered Entity. This provision shall apply to Protected Health Information that is in that possession of subcontractor or agents of Business Associate. Business Associate shall not retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible.

**D. Miscellaneous.**

the  
1. **Regulatory References.** A reference in this Agreement to a section in Privacy Rule means the section as in effect or as amended.

amend  
2. **Amendment.** The Parties agree to take such action as is necessary to this Agreement from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. # 104-191

under  
3. **Survival.** The respective rights and obligations of Business Associate Section "Effect of Termination" of this Agreement shall survive the termination of this Agreement.

permit  
E. **Interpretation** - Any ambiguity in this Agreement shall be resolved to covered entity to comply with the Privacy Rule.

jurisdiction  
F. **Severability,**  
Though any term of this Agreement is held by a court of competent to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Signature of Contractor/Date

\_\_\_\_\_  
Signature of Administrator/Date