

Agreement for Occupational Therapy Services

This Agreement dated _____, is made
by and between
Counsel Escondido, LLC, whose address is 4702 Spanish Oak Court, Abilene, TX,
hereinafter referred to as "Company",
AND
_____,
whose address is _____,
hereinafter referred to
as "Provider."

1. Provision of Occupational Therapy Services. The Company hereby employs the Occupational Therapist, hereinafter referred to as "Therapist", to perform the services for the Provider in accordance with the terms and conditions set forth in this Agreement: The Therapist will:

- a. Be duly licensed to practice in the State of Texas and to provide the services specified,
- b. Perform all services in compliance with any standard, ruling or regulation of any governmental agency responsible for administering, regulating or accrediting the Provider, and to conform all applicable Provider policies, including personnel qualifications established and maintained to comply both with Medicare and state laws and regulations,
- c. Provide services in strict accordance with approved standards of the Occupational Therapy Profession and to all designated Provider patients, regardless of race, color, creed, sex, national origin, economic or social status or handicap,
- d. Provide Provider with a written record of services provided in a timely manner,
- e. Participate in the development, assessment, evaluation and modification of Plans of Treatment,
- f. Perform the services within the facilities of the Provider or in the patient's home or other such appropriate place as may be agreed upon between the Provider and the Therapist and for such duration as is consistent with the patient's medical requirements and the Treatment Plan,
- g. Carry, and at all times maintain in full force and effect, appropriate professional liability and insurance coverage,
- h. Maintain automobile liability insurance coverage, sufficient to cover the Company activities performed under this Agreement and in accordance with state law, on any vehicle used in the delivery of Occupational Therapy Services under this Agreement,
- i. Maintain adequate record of all services provided,
- j. Provide Provider with evaluation and clinical progress reports for each patient to whom Therapist has rendered services, in such form and at such times as may be agreed upon as being reasonable in advance by the Provider and the Therapist,
- k. Participate with Provider personnel by communication as reasonably required to ensure acceptable quality and timeliness of patient care, as provided by Therapist

2. Term & Renewal of Agreement. This Agreement will begin

_____ and will end

Renewal of the Agreement will be by mutual consent of the Company and the Provider, and may continue indefinitely. Either party may cancel this Agreement on thirty (30)

days notice to the other party in writing, by certified mail or personal delivery, and in accordance with Section 7 of this Agreement.

3. Payment of Services. The Company will be paid for Occupational Therapy services provided at the rate of \$_____ per hour and transportation reimbursement at the then current rate established by the Internal Revenue Service code (currently set @ \$_____/ mile) for work performed in accordance with this Agreement. The Company agrees to submit an itemized statement setting forth the time and mileage spent and services rendered, and the Provider will pay the Company the amounts due as indicated by statements submitted by the Company within ten (10) days of receipt, such payments being made to the address contained in Section 7, or by electronic funds transfer, if appropriate.

4. Independent Contractor. Both the Provider and the Company agree that the Therapist will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, the Company shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Therapist's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or Company license fee as may be required or determined appropriate and applicable.

5. Confidential Information. The Provider, the Company and the Therapist agree that any information received or given by any party to this Agreement during any furtherance of obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Provider, Company or Therapist will be treated in full confidence and will not be revealed to any other persons, firms or organizations.

Special Provisions of Confidentiality – Protected Health Information

In full and complete compliance with the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, and its revisions, and to all other applicable Federal and State laws of privacy, all parties to this Agreement agree:

a. to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

b. to use appropriate safeguards to prevent use of or disclosure of Protected Health Information other than as provided for by this Agreement.

c. to mitigate, to the extent practicable, any harmful effect that is known by any Party to this Agreement, of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement.

d. to report any use or disclosure of the Protected Health Information not provided for by this Agreement of which it may become aware.

6. Assignment. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written consent, and any attempt to do so without such consent shall be void.

7. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient only if dispatched by certified or registered mail, postage prepaid, confirmed facsimile transmission or personal delivery, addressed to the party to be notified at its address first above written, such notice shall be deemed to have been given ten (10) days after dispatch of the same.

If to Counsel Escondido, LLC

Stephen M. Brower, CEO
4702 Spanish Oak Court
Abilene, TX 79606
888-868-6418 (voice & facsimile)
Internet URL: www.cebiz.biz
Internet Mail: admin@cebiz.biz

If to Provider:

Name: _____

Position or Title: _____

Address: _____

City, State, ZIP: _____

Telephone & Extension: _____

Facsimile Telephone: _____

Internet Mail Address: _____

8. Entire Agreement. This Agreement is the final, complete and exclusive agreement between Company and Provider with respect to the subject matter hereof.

9. Force Majeure. Neither party shall be responsible for any failure to perform its obligations hereunder due to any cause or event beyond such party's reasonable control.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

PROVIDER

Counsel Escondido, LLC

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME