

XYZ HHA

Speech Therapy Agreement *[for group practice]*

THIS AGREEMENT, by and between XYZ HHA (hereinafter referred to as Agency) and _____ (hereinafter referred to as Contractor), and

WHEREAS, the term of this Agreement shall be from the date of signing until cancellation. Either party has the right to cancel this Agreement with 30 days written notice.

WHEREAS, Agency is a home care provider and desires to contract with Contractor for the provision of speech therapy services and

WHEREAS, Contractor desires to cooperate with Agency in the provision of therapy services to home care patients.

NOW THEREFORE, in consideration of the mutual covenants, conditions, stipulations and agreements hereinafter contained, the parties do hereto mutually covenant and agree as follows:

1. That Contractor shall provide therapy services to Agency's home care patients on the following terms and conditions:
 - A. All patients and recipients of therapy services shall be accepted for care only by Agency.
 - B.** All patients and recipients of therapy services shall receive their initial comprehensive assessment by an agency-nursing employee. Contractor will conduct the initial therapy assessment and any ongoing therapy assessments. *[NOTE – modify if therapist is to do initial assessment in therapy only cases.]*
 - C. All therapy services to be provided by Contractor shall be ordered by each individual patient's physician. Any therapist providing therapy services shall, when required, be responsible for participating and cooperating in the development of treatment plans including any appropriate discharge planning.
 - D. All orders for therapy services shall include the specific procedures and modalities to be used and the amount, frequency and duration.
 - E. All of Contractor's therapy services shall conform to all applicable Agency policies, including, but not limited to, personnel qualifications.
 - F. When providing therapy services, Agency shall have the right to control, coordinate and evaluate all therapy services provided.
 - G. All procedures for submitting clinical and progress notes and scheduling of visits and periodic patient evaluations shall comply with specific Agency policies.

- H. The procedures for determining charges and reimbursement are the sole responsibility of Agency.
2. Agency shall compensate Contractor for all therapy services at the rate of \$ _____ per hour portal to portal.
 3. Contractor specifically agrees that they shall be solely responsible for the payment of all benefits, taxes, whether federal, state or local, unemployment compensation payments, or any other such payments or expenses which are normally paid to employees or paid on behalf of employees.
 4. In addition to all of the foregoing, Contractor specifically agrees as follows:
 - A. Contractor shall take such steps as are necessary to insure that the therapists are properly licensed and conform to all applicable professional standards for the provision of therapy services.
 1. Contractor will be responsible for maintaining a roster of all therapists providing services to Agency, and said roster will contain current license numbers and expiration dates of said therapists. A copy of said roster shall be submitted to Agency prior to provision of services. Said roster shall be updated and submitted as often as necessary to maintain current status but no less often than annually.
 2. Contractor shall be responsible for maintaining a current log of individual therapist's continuing education credits. The said log shall ensure that therapists are meeting their continuing education requirements for licensure. The continuing education log shall be submitted to Agency annually at the same time as the current roster.
 3. Contractor shall be responsible for completion and submission of annual mantoux reports or the appropriate equivalence at the same time as the above (1&2).
 - B. Contractor shall allow access, with no notice, but during business hours, to any state or federal surveyor, who is reviewing the license or certification of XYZ HHA.
 - C. Contractor shall maintain in full force and effect a comprehensive liability policy of insurance acceptable in form and substance to Agency. Such insurance coverage shall insure Contractor and shall also provide primary coverage for Agency, its officers, agents and employees against liability for loss or damage for personal injury, death and property damage occasioned by any activity or operation of Contractor.
 5. Contractor shall indemnify and hold harmless Agency, its officers, agents and employees, against and from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, costs of liabilities, of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damage to person or property and regardless of merit of any of the same, and

against all liability to others, and against any loss, cost and expense resulting or arising out of the same, including any attorney fees, court costs, per diem expense, traveling and transportation expense, or other costs or expense arising out of or pertaining to the provision of therapy services hereunder.

6. Contractor shall, at their sole risk and expense, appear in and defend any and all suits, actions or other legal proceedings, whether judicial, quasi-judicial, administrative, legislative or otherwise brought or instituted or had by third persons or duly constituted authorities, against or affecting Agency, its agents or employees and arising out of or pertaining to the provision of therapy services hereunder. Contractor shall pay and satisfy and shall cause to be paid and satisfied any judgement, decree, order, directive or demand rendered, made, or issued against Agency, its agents or employees, in any of these premises, and such indemnity shall exist and continue without reference to or limitation by the amount of any bond, policy of insurance, deposit, undertaking or other assurance otherwise required: provided that neither party shall make or enter into any compromise or settlement of any claim, demand, cause of action, suit, or other proceeding without first obtaining the written consent of the other.
7. This Agreement shall not be assigned by any party without the written consent of the other.
8. The parties hereto may amend, modify and supplement this Agreement in such manner as may be agreed upon by them only in writing.
9. The provisions of this Agreement shall apply to, bind and inure to the benefit of the parties hereto, their respective successors, legal representative and assigns.
10. Neither party has made any representations or promises, except as contained herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date and year first above written.

XYZ HHA
XXX, CEO

ABC Speech/Hearing Services
XXX, CEO