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# Facility Contract Agreement

SAMPLE OF AN AGREEMENT

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PRESENTED BY: *latoyaelnora*   

# [Your Company Name]

## Facility Contract Agreement



## SAMPLE OF AN AGREEMENT

This agreement is made and entered into this the \_\_\_\_\_, by and between \_\_\_\_\_ and \_\_\_\_\_ and/or its assigns (“facility”), and;

Whereas, \_\_\_\_\_ and Facility wish to enter into an agreement wherein \_\_\_\_\_ will provide temporary medical Contractors, (“Contractors”) to the Facility at an agreed upon rate, and;

Whereas, the parties desire to enter this Agreement this date setting forth the rights, duties and obligations and expectations of the parties in reference to the Contractors;

Now, therefore, for and in consideration of the promises, the party here to do hereby covenant and agree as follows:

### **TERM:**

This agreement shall begin on the date first written above and shall continue in effect indefinitely. Either party can terminate this Agreement, with or without cause, upon thirty days written notice to the other party. The Agreement may be amended at anytime and from time to time by written agreement of the parties.

### **Responsibilities:**

Upon request by Facility, \_\_\_\_\_ shall assign such Contractors as are available for such assignment. At no time does \_\_\_\_\_ guarantee that all requests will be filled.

\_\_\_\_\_ shall maintain a worker file on each of its Contractors, containing the following: \_\_\_\_\_ will provide copies of the following except a) to facility.

- a. Completed application, which includes education, training, skills, specialties and preferences.
- b. Documentation of education and training.
- c. Skills inventory checklist.
- d. Two recent work references.
- e. TB test and evidence of satisfactory health status.
- f. Current CPR
- g. Performance evaluation
- h. Copy of current license, registration or certification.
- i. Criminal background checks.

\_\_\_\_\_ will use its best efforts to match the skills and experience levels of its Contractors to the specific needs of Facility.

Contractors will be requested to report to the designated supervisor before he/she begins to working.

\_\_\_\_\_ shall give Facility two hours notices regarding Contractors, which \_\_\_\_\_ cannot provide.

\_\_\_\_\_ will not actively solicit Facility employees as Contractors.

Contractors assigned to Facility pursuant to this agreement shall, for the purpose of this Agreement, be considered Contractors for \_\_\_\_\_.  
\_\_\_\_\_ shall assume sole and exclusive responsibility for the payment of wages to such Contractors for services performed by them.

\_\_\_\_\_ is in compliance with all state and federal laws applicable to the contracting of the Contractors assigned Facility.

\_\_\_\_\_ will comply with FACILITY standards for the use of supplemental medical services.

\_\_\_\_\_ agrees not to discriminate in the assignment of its Contractors on the basis of race, creed, color, national origin, sex, age, disability, citizenship, status, or veteran status.

### **Facility Responsibilities:**

Facility understands all Contractors provided by \_\_\_\_\_ for the term of this Agreement are contracted through \_\_\_\_\_.  
Facility will take no steps to recruit as its own employees those Contractors provided by \_\_\_\_\_ during the term of this agreement. Facility understands \_\_\_\_\_ is not an employment agency and that its Contractors are assigned to the Facility to render temporary service and are not assigned to become employed by the Facility. The Facility may not hire \_\_\_\_\_ Contractors unless it first arranged with \_\_\_\_\_ the manner by which \_\_\_\_\_ is to be compensated for its expense in recruiting said Contractor.

Facility shall provide sufficient information about its specific needs to \_\_\_\_\_ so that \_\_\_\_\_ can match the skills and experience of its Contractors to those needs.

Facility shall utilize assigned Contractors only for the specific need requested, unless Facility, \_\_\_\_\_ and Contractor agree a change in duties to.

Facility agrees that \_\_\_\_\_ duty to fill assignments is subject to availability of qualified Contractors.

Facility will orient Contractors to the Facility and its rules and regulations, including the physical layout and equipment on any unit to which such Contractors are assigned.

Facility staffing supervisors will assist \_\_\_\_\_, on a continuing basis, with evaluation of \_\_\_\_\_ Contractors by providing performance information.

Facility shall allow \_\_\_\_\_ Contractors (on their own time) to attend appropriate facility staff development programs.

Facility will immediately notify \_\_\_\_\_ of any problems regarding \_\_\_\_\_ Contractors.

Facility will make available to \_\_\_\_\_ copies of all documentation concerning problems or incidents in which \_\_\_\_\_ Contractors are involved.

If, in the sole discretion of the Facility, any person assigned by \_\_\_\_\_ is incompetent, negligent, or has engaged in misconduct, Facility may require such person to leave its premises and shall inform \_\_\_\_\_ of this action immediately. Facility's obligation to compensate \_\_\_\_\_ for said services shall be limited to the hours actually worked by such person and Facility shall have no further obligation with respect to such assignment.

If Facility changes or cancels an order less than two (2) hours before reporting time, Facility shall be billed for four (2) hours at the hourly rate for the personnel involved.

Facility agrees not to discriminate in the assignment of \_\_\_\_\_ on the basis of race, creed, color, national origin, sex, age, disability, and citizenship status or veteran's status.

### **Billing Procedures**

\_\_\_\_\_ will invoice Facility BI-weekly for its services. The rates for its services are shown on Exhibit "A." The rates for services established in Exhibit "A" can be amended prospectively by \_\_\_\_\_ at any time upon thirty- (30) day's written notice to Facility.

Facility shall pay \_\_\_\_\_ invoices within (15) business days from date of invoice. Invoices not paid within (15) days are considered past-due and will be charged a finance charge of one and half (1.5%) percent per month on the unpaid balance (annual percentage of 18%) or the maximum interest rate allowed by law, whichever is lower. Facility agrees to pay the finance charge together with reasonable attorney's fees for the cost of collection.

### **Insurance**

\_\_\_\_\_ maintains, during the term of this Agreement and any subsequent renewals, general liability and professional liability insurance coverage for all of its acts and omission in the provision of the designated services with limits of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate. \_\_\_\_\_ will provide, upon request, Certificates of Insurance or other evidence of coverage, and it will notify Facility of any cancellation or modification of its liability insurance.

### **Indemnification**

Each party agrees to indemnify and hold the other, including directors, officers, agents and workers, harmless from all claims, suits, judgments and demands arising from the indemnifying party's negligent and/or intentional acts and omissions in the performance of the duties prescribed by this Agreement. Each party shall give the other immediate written notice of any claim, suit or demand which may be subject to this provision. This provision shall survive the termination of the Agreement.

### **Notices**

All notices shall be in writing and shall be addressed to the parties as set forth below. Notices shall be effective upon receipt when delivered personally or upon mailing when properly addressed with postage prepaid.

Facility: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. Number: \_\_\_\_\_

### **Access to Records**

The parties hereto agree to make available to duly authorized representative of the Department of Health and Human Services; all contracts, books, documents and records of the parties providing services hereunder necessary to verify the cost of the services provided under this Agreement. Similar access will also be granted to the Contracts, books, records and documents subject to Section 1861 of the Social Security Act between the parties providing the services hereunder and any obligation related to such parties.

**Social Security Act**

\_\_\_\_\_ warrants that, to the best of \_\_\_\_\_ knowledge, no person who has ownership, controls interest in, or is an agent or managing employee of \_\_\_\_\_, has been convicted of a criminal offense relating to that person's involvement in any programs under Title XVIII, XIX, or XX of the Social Security Act since the inception of these programs.

This Agreement shall insure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

This Agreement shall be constructed, enforced and interpreted under the laws of the State of \_\_\_\_\_.

EXECUTED on the date first written above.

By: \_\_\_\_\_ Title \_\_\_\_\_

FACILITY

By: \_\_\_\_\_ Title \_\_\_\_\_

## Exhibit "A"

### Rates (Weekdays)

1. RN's - \$ \_\_\_\_\_ per hour any shift. ( No differential)
2. LPN's - \$ \_\_\_\_\_ per hour any shift. (No differential)
3. NA/R's - \$ \_\_\_\_\_ per hour any shift. (No differential)

### Rates(Weekends)

1. RN's - \$ \_\_\_\_\_ per hour any shift. (No differential)
2. LPN's - \$ \_\_\_\_\_ per hour any shift. (No differential)
3. NA/R's - \$ \_\_\_\_\_ per hour any shift. (No differential)

HOLIDAYS. Holiday rates are paid for the day, evening, and night shifts on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve and New Year's Eve. The Holiday billing rate is one and one –half times the regular billing rate for each hour worked.



