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150 N. Miller Rd Akron, OH 44333
(330) 630-1860 fax: (330) 630-3198

JOB ORDER

Today's Date: _____

Contact Person: _____

Telephone: (330) _____ **FAX:** (330) _____

Company: _____

Billing Address: _____

(Please circle requested services)

Job Order for: FULL-TIME PART-TIME: _____ hours/day

Requesting: PT PTA OT COTA SLP

Area of Need: OUT-PATIENT SNF HOSPITALS SCHOOL

OTHER: _____

Date Position: Starts: _____ Finishes: _____

Job Order Specifics: _____

PRN Response: _____

JOB ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW

The Facility listed above hereby requests that LLA Therapy (dba PRN Therapy Services, Inc) provides the services requested in Section VI of this job order. In consideration of the mutual promises, covenants and agreements set forth herein, PRN agrees to provide said services, and the parties do mutually agree as follows:

1. **SERVICES PROVIDED BY PRN** - PRN agrees to provide the requested services in accordance with each patient's plan of treatment as authorized by the patient's attending physician. PRN will provide licensed therapist on such dates and at such times as are mutually agreed. All such services are subject to the availability of such therapists and/or therapy assistants. Said therapists shall communicate directly with the FACILITY Director of Nursing, or Facility Administrator, regarding scheduling and procedures as considered necessary and appropriate. The PRN therapists shall also appropriately communicate directly with FACILITY patients' attending physicians. PRN shall maintain, or cause the therapist to maintain complete and adequate liability coverage including, but not limited to, coverage for any acts of negligence or professional malpractice.
2. **SERVICES PROVIDED BY THE FACILITY** - FACILITY shall provide PRN, on a timely basis, all information regarding scheduling and treatments necessary to carry out this job order. FACILITY shall arrange for equipment and supplies routinely required for patients receiving therapy services, and shall be responsible for arranging for payment of said equipment and supplies with the patient. FACILITY agrees to indemnify and hold PRN harmless for any arrangements and payments for said equipment and/or supplies.
3. **COMPENSATION** - FACILITY shall pay PRN invoices on or before **30 days** following receipt of a PRN invoice. Such invoice shall be based upon all time on the facility premises, at the rate of _____ per hour for Occupational, Physical and Speech Therapists, and _____ per hour for Physical Therapist Assistants and Occupational Therapy Assistants. Failure to make such payments shall constitute a breach of this Agreement as well as a refusal by PRN to render further services to facility. Payments not received by the due date shall be subject to interest at 1 1/2% per month. Acceptance of such late charge shall not constitute a waiver of default or prevent PRN from exercising any of the other rights and remedies provided herein. For each day that service is requested and provided, there will be a minimum charge of two (2) hours per discipline provided, billed at the above billing rates. All holidays and overtime are billed at one and one half times the above rates. Recognized holidays are: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Overtime is billed for anything over 8 hours worked at a facility per shift or anything over 40 hours per week in the same facility.
4. **RELATIONSHIP BETWEEN THE PARTIES** - Nothing in this Agreement is intended to, or shall be construed to, create a partnership or joint venture between the parties, the employees, or agents of either. Neither party shall have the authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. No employee or agent of one party hereto shall be considered an employee or agent of the other party. It is the intention of both PRN and FACILITY that no employment relationship between FACILITY and the PRN licensed therapists be created, as PRN therapists are representatives of PRN and shall receive all of their compensation for services rendered through and from PRN. The supervision and control of the services and work performed by the PRN therapists pursuant to this Agreement shall be the responsibility of PRN. For a period of one (1) year following expiration or termination of this Agreement, FACILITY shall not solicit or offer employment, by contract or otherwise, to any PRN professional without the express written consent of PRN. In the event that PRN grants written consent, FACILITY agrees to pay PRN the sum of Five Thousand Dollars (\$5,000.00) or fifty percent (50%) of said PRN therapist's gross wages or salary during said therapist's first year of employment with FACILITY, whichever is greater.
5. **INDEMNIFICATION** - PRN shall not be liable under any agreements or obligations of FACILITY, except as otherwise provided pursuant to this Agreement, or for any act or omission of FACILITY's officers, employees or agents. FACILITY agrees to hold PRN harmless for any and all liability, claims, causes of action, losses, damages, costs and expenses that are caused by or arise out of any omission, fault, negligence, malpractice or other misconduct by FACILITY, its officers, employees, independent contractors, or volunteers, in connection with this Agreement.

6. COMPLIANCE WITH CIVIL RIGHTS ACT/FEDERAL REGULATIONS - Acceptance of this Agreement is evidence of both parties' intent to comply with Title VI and Title VII of the 1964 Civil Rights Act and subsequent amendments, which prohibits discrimination because of race, sex, national origin, age, color, or handicap in any facet of either party's operation. It is the intent of the parties that this Agreement, and all exhibits thereto, shall comply with the provisions of the Balanced Budget Act of 1997 and all Medicare and Medicaid laws, rules, and regulations, as amended from time to time. Any conflict between any provisions of this Agreement and any such Medicare or Medicaid legislation, laws, rules, or regulations shall be resolved in favor of the latter.

7. CANCELLATIONS – There will be a charge of 25% of total remaining scheduled hours if FACILITY cancels this Job Order within 72 hours of the start of coverage, or anytime during the scheduled coverage up to and including the ending date.

8. MISCELLANEOUS PROVISIONS - No change or modification of any term of the Agreement shall be valid unless it is in writing and signed by both parties. The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Ohio and agree that the law of Ohio will govern their rights and duties. It is agreed that only the state courts of Ohio or federal district courts located in Ohio are the proper forum for any litigation between the parties not otherwise arbitrated. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision at any other time. No modification of this Agreement shall be binding unless in writing and signed by the party against whom it is sought to be enforced. The provision of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE EACH READ THIS AGREEMENT AND THAT, BY ADDING THEIR SIGNATURE BELOW, DESIRE TO MAKE IT EFFECTIVE AS OF THE DATE WRITTEN ABOVE.

LLA THERAPY (dba PRN THERAPY SERVICES, INC.)

By: _____
Beth Sugerman
Director of Field Operations

_____ Date

FACILITY

By: _____

_____ Date