

## ADAGE HEALTHCARE SOLUTIONS, LLC

### Independent Nurse Contractor Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between Adage Healthcare Solutions, LLC hereinafter called the "corporation" having its principal place of business in 12150 Annapolis Rd, #23 Glen Dale, MD, 20769 and \_\_\_\_\_ residing at

\_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_,

\_\_\_\_\_ a nurse, and public independent contractor of his/her nurse services to the health care field, hereinafter called the "contractor, by which the parties intended and agree, that their relationship shall be one of corporation and independent contractor respectively and that said contractor shall enjoy all rights and

privileges, and be obligated and responsible to corporation, for all the duties normally assumed and/or incurred by those commonly referred to, accepted as, and holding themselves to the public as independent contractor in commerce and general business.

Whereas corporation and contractor desire to enter into an agreement whereby corporation will contract with third party clients, hereinafter referred to as "clients", to utilize the services of certain independent nurse contractors from time to time, and whereby said corporation herein will make available his/her services to said client(s) by, from time to time, offering compensation to contractor for his/her services whereby contractor will supply his/her services to third party client(s).

Corporation and contractor will always be and remain in a relationship of corporation and independent nurse contractor, therefore, corporation and contractor herein agree further, that each shall be governed during said arrangement, and for purposes of this contract, by the provisions set out herein below:

#### DESCRIPTION OF SERVICES

- a) The corporation hereby agrees that it has and will contract with certain hospitals, nursing homes, health institutions, (clients), to provide the availability of independent contract nurses to said client(s). The corporation further hereby agrees to utilize contractor, on an independent contractual basis, in providing said services to said client(s), whenever, wherever, and however, said client(s) requires; provided that contractor is competent with regard to, and familiar with the services requested by client(s).
- b) Should contractor agree to provide his/her services to client(s) for a designated shift and/or designated time, contractor is bound by this agreement to provide said services. Should contractor not be able to fulfill his/her obligations to the client(s), he/she shall notify corporation not less than four (4) hours prior to the beginning of said nursing shift. In the event contractor is absent for a shift which he/she agreed to fulfill, and should contractor fail to notify corporation four (4) hours prior to start of said shift, corporation shall have the option of immediately terminating this agreement, without regard to circumstances or reason leading to contractor's absence and/or failure to notify corporation
- c) While contractor is performing said nursing duties, he/she is representing himself/herself and utilizing professional judgment as an independent.
- d) The corporation will provide forms for the contractor to systemically document proof of school, licensure, knowledge, skills, and experience to enable the client(s) to place the contractor in the proper area to be serviced. The corporation and the client(s) will keep a record of this information, if client(s) so desires

## **ADAGE HEALTHCARE SOLUTIONS, LLC**

e) The contractor will not, under any circumstances, act as an agent of the corporation. The contractor shall be solely responsible for his/her own professional training and cost of such training. The contractor shall also be solely responsible for maintaining his/her licenses and for costs of such. The corporation should have no right and shall not direct, supervise, oversee, or control or be responsible for the supervision, direction, or control of the contractor while said contractor is performing services for the client(s), either as to the result to be accomplished. The contractor is responsible for furnishing his/her own uniforms, transportation, tools, instruments, and written material of a professional nature required in the practice of professional nursing.

f) Corporation and contractor hereby agree that the client(s) has the authority to direct, supervise, oversee and/or control contractor and can prohibit contractor from working in its facility, if it deems contractor is unfit, renders inadequate service. In this event, the contractor's then existing contract with the corporation shall be automatically terminated, \*and shall become null and void as of the end of the last day of work by contractor for client(s). Contractor shall be entitled to charge corporation for the time and services actually rendered to the client

### **TERMS OF AGREEMENT**

aa) The corporation and contractor herein, shall mutually agree upon services to be provided on a daily, weekly, or monthly basis, depending on the corporation's client(s) requirements and the contractor's desired work volume and availability. Subject to any pre-existing work commitments to others, which contractor shall be permitted to engage in under the terms of this agreement, contractor hereby agrees to make available his/her services to corporation's client(s), in not less than four and not more than sixteen hour increments per day, at any of corporation's client location mutually agreed upon by corporation and contractor herein, during the terms of this agreement. Unless otherwise provided herein, the terms of this agreement will be valid for a period of one year from date of execution, and will renew each year automatically

### **NOTICE OF TERMINATION**

bb) Either party upon thirty (30) days advance written notice to the other party may terminate this agreement, contractor understands that during that 30 day period he or she can be considered inactive in status.

### **FEES FOR SERVICE**

cc) The contractor shall be compensated for services rendered to client(s) on a bi-weekly basis. The corporation shall advance to the contractor full payment subject to the collection and/or reimbursements from the client(s), for the corporation's charges covering the contractor's service fees. In the event the corporation's client(s) fail or refuse to make payment to the corporation for any services previously rendered by the contractor herein, the contractor hereby agrees to reimburse the corporation for any such fee payments previously advanced.

dd) Contractor agrees that he/she shall be paid \_\_\_\_\_ per hour of services provided to corporation's clients.

### **TAXES AND WITHHOLDING**

Contractor hereby states his/her rights and intention to represent himself/herself as an independent nurse contractor to the general public, and to operate his own independent business, as an independent nurse contractor. Furthermore, contractor understands, acknowledges and agrees that he/she shall be solely

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responsible for complying with all Federal and State Income Tax and Payroll Tax Laws, requirements, and payments, resulting from his/her services. Contractor understands, acknowledges, and agrees that he/she may be required to pay quarterly estimated taxes, or pay a penalty for failing to do so. Said contractor shall complete an Internal Revenue Service Form W-9 (Request for Tax Payer's Identification Number and Certification).

**PROFESSIONAL LIABILITY INSURANCE**

All of the corporation's clients demand proof of professional liability coverage on all nurse contractors, therefore, contractors shall be responsible for obtaining his/her own professional liability insurance at his/her expense. The limit must be \$1,000,000 each person, \$3,000,000 aggregate. The corporation will provide for its own professional liability insurance at its expense.

**GENERAL LIABILITY INSURANCE**

Contractor shall be responsible for obtaining his/her own general liability insurance at his/her own expense. The corporation will provide for its own general liability insurance at its expense.

**WORKER'S COMPENSATION INSURANCE**

Contractor agrees to waive his/her claim to Worker's Compensation Insurance from Corporation.

**COMPLIANCE**

- a) Contractor shall be responsible for compliance with the policies and procedures of the client(s), as set forth by Joint Commission on Accreditation of Hospitals, HIPAA, and the State Board of Nursing in the state where he/she is working. Contractor is also responsible for complying with current education requirements as indicated by the State Board of Nursing in the state that said continuing education is required.
- b) The corporation recognizes and agrees that contractor may provide its services to any other person or entity, and contractor hereby agrees to use his/her best good faith efforts to perform under the condition of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this \_\_\_\_\_ day of, \_\_\_\_\_, 20\_\_\_\_, the effective date of this agreement is to be as herein above first indicated.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Representative of Corporation

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

## **ADAGE HEALTHCARE SOLUTIONS, LLC**

### **AGENCY ZERO FRAUD TOLERANCE POLICY**

#### **PURPOSE:**

To ensure employees participate in the Agency's effort to avoid/prevent any FRAUD activity that may Conflict with the interests of the agency, and any Emirates programs.

#### **POLICY:**

The Agency expects all of its employees to understand and be aware of potential situations where the FRAUD will not be tolerated.

#### **PROCEDURE:**

1. All employees will report to their immediate supervisor and actions/omission in/or employment, services that interacts with the Agency Fraud prevention Policy, but not limited to:
  - a. Employee participation in any business transactions where there might appear to be a conflict between the employee's personal interest and that of the Agency's effort to prevent fraud.
  - b. Employee participation in any activity/cover for services not provided.
  - c. Outside employment that interferes with satisfactory performance of an employee duties and responsibilities for the Agency.
  - d. Any outside relationship, financial interest, or participation in a business transaction which might appear to influence the performance of an employee's duties and responsibilities for the Agency.
  - e. Acceptance/giving of gifts kick back, including cash payments, fees, services, discounts, valuables, privileges or other favors which would or might appear to improperly influence an employee in the performance of the employee's duties and responsibilities for the Agency. (Illegal remuneration)
  - f. Participated in any action to Alter Costs.
  - g. Use un-licensed person to perform their duties, or licensed without authorization (misrepresentation)
  - h. Not report any sign of Abuse, verbal, physical, economical or any other form.
  - i. Participate in any act of Identity/Insurance ID theft.
  - j. Permit unnecessary or duplicate services.
  - k. Altering Claims, Billing Forms, Invoices, Expenses, or any other accounting related issue. (Over – billing)
  - l. Non-compliance with approved/ordered scheduled of visits, and Reporting Guidelines, including technically corrected transcribing services if used.
  - m. Participate in fraudulent Records, Notes, Signature, and Reports.
2. If a fraud action is discovered or suspected the supervisor/manager and employees will discuss its impact with the Agency's Administrator
3. After the above discussion, a recommendation may be made for the employee to end his/her association with the entity or the Agency within a specified period of time, including the correspondent report to any Regulatory Agencies.
4. The failure of an employee to cease activity that management determines to be a fraud action will subject the employee to disciplinary action up to and including termination.
5. Upon hire, agency staff will sign Agency's Zero Fraud Tolerance Statement.

Employee Name & Title: \_\_\_\_\_ Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

# ADAGE HEALTHCARE SOLUTIONS, LLC

## JOB DESCRIPTION – CAN/GNA

### Position Overview:

Certified nursing assistant is an individual who has completed a board-approved Certified Nursing Assistant training program and certified as Certified Nursing Assistant. (CNA). The position is responsible for providing a high quality of in home health care to adults and children with various medical needs under the supervision of registered nurse. Certified nursing assistant would be able to give written account of all services provided to clients as well as pertinent medical information necessary to provide care. Position must be committed with deep sense of pride in a client's progress and wants to make a difference

### Essential Job Functions:

- Provides direct patient care as defined in the State Nurse Practice Act., and in accordance with Adage Healthcare Services, LLC policy and procedure which includes:
- Activities of daily living, (a) Eating, or being fed (b) Grooming, bathing, (C) Oral hygiene including brushing teeth, (D) Shaving, and Combing hair.
- Mobility transferring, ambulation, and access to the outdoors, when appropriate.
- Toileting and dressing in clean, weather-appropriate clothing.
- Responsible for safe and effective delivery of care personal hygiene, etc.
- Communicate with RN Supervisor to provide, and evaluate patient care in a manner that maximizes safe and effective delivery of home nursing services.
- Implement care to prevent or reduce risk and to achieve expected outcomes.
- Report and document nursing care given and patient response, recognizing any alterations in patient needs and intervening accordingly.
- Serve as a patient and family advocate, demonstrating respect for the privacy and rights of the patient and family in the implementation of the care plan.
- Prepare and utilize medical equipment and materials efficiently and effectively.
- Demonstrates personal and professional accountability.
- Attend at least 12 nursing education in-services annually

### Requirements:

- 1 year of adults and Pediatric Nursing Experience (within the last 2 years)
- Must be certified from Maryland State Board of Nursing.
- Must have a High School Diploma or GED equivalent
- Completed application for employment
- Current, unrestricted nursing license in the jurisdiction in which you are working
- Valid Driver's License or photo ID
- Social Security card or valid US Passport
- Current Healthcare Provider CPR and First Aide certification
- Physical Exam within the last 12 months (without limitations)
- PPD or Chest X-Ray and Hepatitis B Vaccination within the last 12 months (with negative results) or signed waiver
- Background check (with no criminal history)
- Employment and Character references that can be verified.

**(Vaccination will be provided at no cost to employee).**

**Note: Note: The entire job to be performed by designated is not inclusive herein; however, staff may perform other related duties as may be directed by nurse supervisor or the director of nursing services to meet the Patient's needs**

Employee Signature: \_\_\_\_\_

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

Administrator Signature: \_\_\_\_\_

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

## ADAGE HEALTHCARE SOLUTIONS, LLC

### CRIMINAL HISTORY CHECK, EMPLOYEE MISCONDUCT REGISTRY NURSE AIDE REGISTRY NOTIFICATION AND STATEMENT OF EMPLOYABILITY

By execution of this document, I acknowledge that I have been informed by Adage Healthcare Solutions, LLC, LLC. that a criminal history check will be performed on my name. I have informed Adage Healthcare Solutions, LLC, LLC. of all names (for example, maiden name, aliases) that I have used in the past. I understand that I have been employed on an emergency basis and that my employment is temporary pending the results of the criminal history check. I also understand that if I have been convicted of the following offenses, that I may not be employed by Adage Healthcare Solutions, LLC, LLC. I also understand that Adage Healthcare Solutions, LLC, LLC. will search the Employee Misconduct Registry and the Nurse Aide Registry (if applicable) to determine whether any acts of abuse, neglect or exploitation have occurred and whether my name is designated on either registry. If my name is designated on either registry I understand Adage Healthcare Solutions, LLC, LLC. must deny me employment.

Offenses which constitute a bar to employment and for which an administrative review is not available, are offenses under:

- Criminal homicide
- Kidnapping and unlawful restraint
- Indecency with a child
- aggravated assault
- injury to a child, elderly individual, or disabled individual
- abandoning or endangering a child
- Agreement to abduct from custody
- Solicitation of a child
- Sale or purchase of a child
- Arson
- Robbery
- Aggravated robbery or

A conviction under the laws of another state, federal law, or the Uniform Code of Military Justice of an offense containing elements that are substantially similar to the elements of an offense listed under the above Subdivision.

I understand that all information obtained by Adage Healthcare Solutions, LLC, LLC. regarding any criminal history will remain confidential. By signing this form, I certify that the information on this form contains no willful misrepresentation and that the information is true and complete to the best of my knowledge.

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Applicant Signature

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Printed Name

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Date



## ADAGE HEALTHCARE SOLUTIONS, LLC

### HEPATITIS B VACCINATION DECLINATION FORM

In accordance with OSHA requirements, employers must make hepatitis B vaccinations available at no cost to employees who have occupational exposure to the hepatitis B virus (HBV). Body art practitioner is required to submit evidence of current hepatitis B immunity in conjunction with registration materials. This includes records of hepatitis B vaccinations and booster shots. If a practitioner declines to be vaccinated against HBV, he/she must submit signed declination agreement from his/her employer. A sample declination statement is provided below. Contact Occupational Safety & Health Administration ([www.osha.gov](http://www.osha.gov)) for additional information.

#### Waiver of Hepatitis B Vaccine.

I \_\_\_\_\_ understand that due to my occupational exposure to blood or other potentially infectious materials OPIM, I may be at risk of acquiring Hepatitis B Virus (HBV) infection, I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to have occupational exposure to blood or OPIM and I want to be vaccinated with hepatitis B vaccine; I can receive the vaccination series at no cost to me.

- \_\_\_\_\_ Request to receive Hepatitis B vaccine
- \_\_\_\_\_ Refused Hepatitis B vaccine and hold harmless Adage Healthcare Solutions, LLC, LLC.
- \_\_\_\_\_ Provide written proof of immunity (attach)
- \_\_\_\_\_ Provide written proof of previous hepatitis B vaccination (attach)
- \_\_\_\_\_ Provide written proof of medical contraindication (attach)

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Date	Employee (Print Name)	Employee's Signature
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Date	Employer Representative (Print name)	Employer Representative's Signa