

Thank you for utilizing Therapeutic Resources for your travel assignment. We hope we have met all of your needs and that your employment with us is a pleasant and rewarding experience.

As a traveling employee we typically do not have the pleasure of meeting you in person, but we want to make sure that you have all the information you need to make your assignment a success.

Listed below is orientation information you will need in the upcoming weeks.

- All new employees are required to watch Therapeutic Resources Orientation Video. You can access the video at <a href="http://youtu.be/t1sHfYyOLxM">http://youtu.be/t1sHfYyOLxM</a>
- Signed timesheets are due by 5 pm (West Coast Time) by the Monday following the week of work and must be faxed to **888-394-2351**. Late time sheets and time sheets without a signature will result in delayed payment. It is your responsible to confirm that your timesheet was received.
- Your paystubs will be emailed to you weekly to the email address you specified on your direct deposit sheet. Please check to see that you receive your paystub weekly and carefully review the stub.
- Some clients require that you fill out their custom time sheets. All travelers who are receiving lodging or stipend are required to complete Therapeutic Resources time sheet in addition to the Client's time sheet.
- Payment will be made weekly on the Friday following the week of work.
- If your hours are guaranteed and your time sheet does not show this amount of hours, then you must give an explanation why on your timesheet. If you do not give an explanation, you will **only** be paid for the hours listed. If you want to receive the guaranteed hours you must remain on-site for the specified time. You will only be paid for the hours you are at the facility
- If you have any questions regarding your paycheck please contact Mary Brooks at Therapeutic Resources Accounting Department at 541-728-3990. For after hours, please contact Mark Borgers at 805-746-5380.
- Each pay package at Therapeutic Resources is custom and we want to make sure there are no errors. We encourage you to carefully review your paystubs each week and contact us with questions.

- Health Insurance in our Blue Cross PPO Plan will be effective on the first day of the month following your employment date. Therapeutic Resources Group Number is: 20025456. If you do not receive your insurance card by the first of the month, please call Blue Cross Customer Service at 1-888-367-2116 and they can give you your identification number. Due to HIPPA regulations, they will not give us this information, so you will need to contact Blue Cross directly. It typically takes one week after your start date to receive your insurance card in the mail.
- Rent payments will be made on the paycheck preceding the first of the month.
- Travel Employees are not compensated with lodging, stipend, or wages for work days missed due to illness, vacation or holiday.
- Therapeutic Resources business hours are 8am to 5pm, Pacific Time, Monday through Friday.
- If you arrive at your assignment and feel that it is inappropriate for your background and experience or the job description differs from what the Clinic described, contact your recruiter immediately, so that we may address the issue with the Clinic and reassign or terminate the assignment if necessary.
- Proof of Identity is required when you report for your assignment. Identity can be verified by the Clinic Staff by presenting a valid picture ID issued by a state, federal, or regulatory agency.
- If you have an emergency during non-business hours or need to contact Therapeutic Resources after hours please contact **us at 541-389-749**9. Recruiters are available on weekends and after hours to return calls. If you cannot reach your recruiter, then contact Jann Borgers via call or text at 805-652-1562 or Mark Borgers at 805-746-5380. You can also email us at:

brooke@therapeuticresources.org

marianne@therapeuticresources.org

jann@therapeuticresources.org

mark@therapeuticresources.org



Thanks for your job inquiry. Listed below are the paperwork and medical requirements for your upcoming assignment. We realize the paperwork requirements seem overwhelming, but we are here to help in any way possible. To qualify for reimbursement, all needed Medical Tests including PPD, Titers, Drug Screens and Physical Statements must be completed at a clinic/laboratory approved by Therapeutic Resources.

1.	Application Packet
2.	Signed Contract (need ASAP to confirm assignment)
3.	Copy of Professional License for state of employment
4.	Verification of Degree (copy of diploma or verification)
5.	Current CPR Certification(may require AHA)
6.	Copy of Drivers License
7.	PPD Test, 2 in one year or chest x-ray
8.	Skills Competency Checklist
9.	Payroll/ Tax Packet
	Medical Packet
11.	Signed Job Description



a. b. c. d.	Signed HIPPA Training	
13. Health Ins	urance (enrollment or waiver)	
14. Copy of S	Social Security Card	
15. Proof of A	uto Insurance (Home Health Only)	

Thank you for providing the information requested promptly!





APPLICATION FOR EMPLOYMENT

Conditions of employment are stated at the end of this form. Please read carefully before you sign this application.

**Directions:** Please complete all pages of the attached application packet, along with skills checklists and tests for all specialties you wish to list with and return the completed packet directly to your local office. If you have a more detailed resume you would rather use, you may indicate this on the duties portion of your application and attach a copy. Once we have received your completed application we will conduct a check of your references and criminal history, you will receive a call from us within one week responding to your application. Those applicants who meet our qualifications will receive a hiring packet by mail with a conditional offer of employment.

# POSITION APPLIED FOR DATE OF APPLICATION SPECIALTIES: FACILITY PREF: ACUTE, SNF, HH, OUTPT, REHAB

	PERSONAL						
			PLE	ASE PRINT USING BALLPOINT F	PEN		
FULL	FIRST	MIDDLE	LAST		SOCIAL SECURITY I	NUMBER	
NAME							
PRESENT	STREET	CITY	STATE	ZIP	HOW LONG	TELEPHONE #	
ADDRESS							
PREVIOUS	STREET	CITY	STATE	ZIP	HOW LONG	TELEPHONE #	
ADDRESS							
PERMANENT ADDRESS IF DIFFERENT FROM ABOVE: DRIVERS LICENSE NUMBER/ STATE EMAIL ADDRESS:							
ALTERNATE CONT	ALTERNATE CONTACT INFORMATION SUCH AS TEMPORARY ADDRESS::						
HAVE YOU EVER W If yes, where?	IAVE YOU EVER WORKED FOR THE COMPANY BEFORE?          □ Yes          No Yes, where?          Approximate date: mo/ yr Reason for leaving:						
HOW WERE YOU R	OW WERE YOU REFERRED TO THERAPEUTIC RESOURCES?						

				GENE	RAL INFOR	RMATIC	)N		
WHY DO YOU WAI	NT THIS JOB AN	D HOW DOES IT F	IT IN WITH YOU	JR FUTURE PLANS?	?				
CAN YOU PERFOR	RM THE ESSENT	IAL FUNCTIONS C	OF THE JOB(S)	YOU ARE APPLYING	G FOR?				
EXPECTED WAGE	:		DATE AVAIL I	FOR WORK::	ARE YOU AVAILABI	E TO WORK: [	∃ Full Time	□ Part Time I	□Overtime
Are you under the age of 18?  Yes  No ARE YOU AVAILABLE TO TRAVEL? Yes  No DISTANCE FROM HOME OF RECORD?									
PLEASE CHECK PREFERRED SCHEDULE: A.  I am available and desire to work FULL-TIME and do not have restrictions on my hours and days (complete section B) I am available and desire PART-TIME work (if less than 30 hours a week, please complete sections A & B) I am only available for PART-TIME work because: I am only avai									
	Sun	Mo	n	Tue	Wed	Thur	Fri		Sat
Days									
Evenings Nights									
Facilities	to	v	hich	you	have	a	ready	been	oriented:
Facilities	to	which	you	are	ineligible	for	rehire/	agency	placement:
Facilities to which y	ou have applied f	or employment with	in the last 90 da	ys:					

EDUCATION						
EDUCATION TYPE OF SCHOOL	NAME, CITY& STATE OF SCHOOL	MAJOR SUBJECT CIRCLE LAST YR ATTENDED	GRADUATED	DEGREE		
COLLEGE		1 2 3 4 5	□Yes □ No			
COLLEGE		1 2 3 4 5	□Yes □ No			

BUSINESS, TRADE, OTHER					1	2345	□ Yes □	No	
	LI		ENSURE & CER						
TYPE STATE EXPIRATION DA	TE	ΤY	PE STATE EXPIRATION DAT	E	Ϋ́	PE STATE	EXPIRATION	DATE	
			MPLOYMENT H	1151081	r				
ARE YOU EMPLOYED NOW	? 🗆 YES 🗆	NO	IF YES, MAY WE CONTACT	YOUR PRESE	ENT El	/PLOYER?	□ YES		DNO
BEGIN WITH YOUR MOST F		ENT	(10 years min) AND CONTIN	NUE WITH ALL	PAST	EMPLOYME	NT (ATTAC	H ADDI	TIONAL
SHEET IF NECESSARY).	FRO	M	DESCRIBE YOUR	STARTING	REAS	ON FOR LEA	VING	NAME	AND TITLE
	MO	YR	POSITION AND DUTIES	SALARY				OF IM	MEDIATE
NAME OF COMPANY								SUPE	RVISOR
					_				
ADDRESS	TO MO T	YR		ENDING SALARY					
CITY, STATE ( ZIP)					-				
PHONE NO.			BUSINESS						
PHONE NO.		: 05	DUSINESS						
EXPLAIN ANY PERIODS BE	TWEEN JOBS:								
	FROM	N	DESCRIBE YOUR	STARTING	REAS	ON FOR LEA	VING	NAME	AND TITLE
			POSITION AND DUTIES	SALARY				OF IM	MEDIATE
NAME OF COMPANY								SUPE	RVISOR
ADDRESS	TO			ENDING SALARY					
CITY, STATE ( ZIP)	MO	YR							
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III EMPLOY	ER IFROM	4	DESCRIBE YOUR	STARTING	REAS	ON FOR LEA	VING		AND TITLE
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NAME OF COMPANY								SUPE	RVISOR
ADDRESS	TO			ENDING SALARY					
CITY, STATE ( ZIP)	MO	YR			-				
PHONE NO.	TYPE	OF	BUSINESS	<u> </u>					
EXPLAIN ANY PERIODS BE	TWEEN JOBS:								
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			POSITION AND DUTIES	SALARY	nLA3		VING	OF IM	MEDIATE
NAME OF COMPANY								SUPE	RVISOR
ADDRESS	TO			ENDING					
CITY, STATE ( ZIP)	MO	YR		SALARY	-				
PHONE NO.	TYPE	OF	BUSINESS						
EXPLAIN ANY PERIODS BE	TWEEN JOBS:								
HAVE YOU EVER BEEN DIS		NV							
	6, PLEASE EXPLAIN								
1									

# ADDITIONAL EXPERIENCE OR QUALIFICATIONS: (include list of CEUs)

Summarize special skills and qualifications, volunteer activities, military experience, hobbies, employment or other activities related to the job you are seeking and which you would like to be considered in connection with your application for employment.

#### ORAPP -11/00

## **BUSINESS OR PERSONAL REFERENCES**

LIST PERSONS WHO HAVE INFORMATION CONCERNING YOUR WORK HISTORY

NAME	OCCUPATION	BUSINESS PHONE
HOME ADDRESS HOME PHONE	TITLE	
CITY AND STATE	HOW LONG KNOWN	
NAME	OCCUPATION	BUSINESS PHONE
HOME ADDRESS HOME PHONE	TITLE	
	HOW LONG KNOWN	

## SUPPLEMENTAL INFORMATION

**EQUAL EMPLOYMENT OPPORTUNITY** Therapeutic Resources, Inc. is committed to equal employment opportunity in all of its employment practices. Decisions involving every aspect of the employment relationship are made without regard to an employee's race, color, creed, religion, sex, age, national origin, marital status, veteran status, workers' compensation, disability, or any other status or characteristic protected under applicable state or federal law, unless it is a bona fide occupational requirement necessary to the normal operation of the business.

## **NOTIFICATION AND AGREEMENT**

#### PLEASE READ BEFORE SIGNING

PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY BEFORE SIGNING THIS APPLICATION. ONLY THOSE APPLICATIONS THAT ARE SIGNED AND DATED ARE CONSIDERED VALID. IF YOU HAVE ANY QUESTIONS REGARDING THIS STATEMENT, PLEASE ASK THEM BEFORE SIGNING. YOUR APPLICATION WILL BE GIVEN EVERY CONSIDERATION, BUT ITS RECEIPT DOES NOT IMPLY YOU WILL BE EMPLOYED.

Signature of this application gives the employer authority to run a Motor Vehicle Record report. Our insurance company may also run a report. If the position you are applying for constitutes driving a motor vehicle, it is imperative that a good driving record exists.

I understand the following: That the employer may elect to engage an investigative consumer reporting agency to report on my credit and personal history; that if such decision is made, the company will provide me with further required information; and that my signature on this application gives the employer authority to engage such an agency.

I certify that all answers and statements I have made on this application (and any other accompanying or required documents) are true and complete without omissions. I understand that any falsification, misrepresentation or omission of fact on this application (or any other accompanying or required documents) will be cause for denial of employment or immediate termination of employment, regardless of when or how discovered.

	YES		NO
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I understand that my employment may be subject to the satisfactory results of any examination required by Therapeutic Resources, including a mandatory urine test to detect drug usage and hereby submit to said testing. I agree to conform to all rules and regulations of the company as they presently exist or are later modified. I recognize that my employment is at will and may be terminated at the discretion of the company or at my option, without notice, at any time, except as specifically set forth in writing in a current written agreement signed by the President.

#### □ YES □ NO

I understand that nothing contained in this employment application or in the granting of an interview is intended to create a contract between Therapeutic Resources or myself for employment for any specified period of time, or to assure me of any future position, benefits, or terms and conditions of employment, except as specifically stated in a current written agreement signed by the President.

I acknowledge that I have read, understand, and agree with the above. In addition, I hereby authorize any of the persons of organizations named in the application (or other accompanying or required documents) to give you complete information and records regarding my employment, education, character and qualifications. This application is valid for only sixty (60) days from the date signed. If I want to be considered for job openings more than sixty (60) days from date signed, I will submit a new application

#### □ YES □ NO

Signature of this application gives the employer authority to obtain a criminal record background report from The State and County of Residence

### Therapeutic Resources, Inc. Application Agreement

If one of Therapeutic Resources, Inc. clients offers you a permanent position your answer should be that you are employed by Therapeutic Resources, Inc.. You are certainly free to work for the employer of your choice; however, Therapeutic Resources, Inc. is not a permanent placement agency, and our client has an obligation to compensate us for the expense incurred in recruiting, screening and placing you.

I hereby agree, in consideration of receiving employment from Therapeutic Resources, Inc.:

- 1. To not seek or accept employment from any client of Therapeutic Resources, Inc. to whom I have been assigned, for at least 1 year after the last date of that assignment;
- 2 That is my responsibility to provide Therapeutic Resources, Inc. with my available days and hours, on a weekly basis, in order to be scheduled for work;
- 3 That Therapeutic Resources, Inc. is a drug-free work place and acknowledge that assignments at certain facilities may require submission to drug testing in accordance with federal, state, and local laws;
- 4. That placement on assignments at certain facilities and/or private homes may require criminal background investigation. I hereby authorize Therapeutic Resources, Inc. to conduct such an investigation.

I certify that the information provided in this application is complete and true to the best of my knowledge. I realize that misrepresentation of facts may be cause for rejection of this application or termination of employment. I authorize Therapeutic Resources, Inc. to contact all of my previous employers and the professional references listed in my employment application and request any, and/or all of my former employers to furnish a complete history of my services with them, together, with information concerning my personal character, habits, ability, disposition, etc., and particularly a statement of the cause of separation. I hereby release the above parties from any and all liability for damages of whatever nature on account of furnishing, receiving or acting upon requested information.

I also grant permission to Therapeutic Resources, Inc. to provide the information contained herein to their clients or potential clients for the purpose of seeking assignments for me. I understand that, if I have not worked for Therapeutic Resources, Inc. for over one year, that I may be asked for additional references and employment information. I understand that completion of my application and Therapeutic Resources, Inc. entire application process does not guarantee my hire. I also understand that Therapeutic Resources, Inc. is a temporary staffing service and does not guarantee the availability of work assignments. Therapeutic Resources, Inc. is an equal opportunity employer and consideration for employment is based solely upon qualifications without regard to race, color, national origin, gender, age, religion, disability or veteran military status.

Signature:	Date	Name (Print):
	Dutt	

Therapeutic Resources 19130 Klippel Rd. Bend, OR 97701 Phone: 541-389-7499 Fax: 888-394-2351

#### Authorization for Release of Confidential Information

I \_\_\_\_\_\_\_ authorize Therapeutic Resources, Inc., to release any and all confidential employment and medical information contained in my employment file to any medical facility or entity with whom Therapeutic Resources, Inc., has a staffing agreement, and to any other governmental or regulatory agency at such agency's request. For all other purposes, Therapeutic Resources, Inc., shall keep my employment and medical records confidential and shall advise any medical facility or other entity to which records have been provided to also keep such records confidential. I hereby hold Therapeutic Resources, Inc., harmless for any result(s) that arise with regards to the release of this confidential information by Therapeutic Resources, Inc.

I understand that I may revoke this release at any time otherwise this release will automatically expire one year from today's date, or by\_\_\_\_\_\_. No information released under the terms of this authorization may be re-disclosed without the written permission of the client. I request that the following information be released:

PPD Tests	
Vaccination Records	
Physical Statement of Health	
Drug Screen	
Criminal Background Checks	
Social Security Checks	
Employment Records and References	
Other	

The Purpose of this Disclosure is to supply potential Clients of Therapeutic Resources with the information necessary to ensure that credentials have been met and that applicable conditions of employment are met.

Name:		
Signature:	Date:	
Address:		
City:	State:	Zip



Applicant Name:	Social Se	curity #:		
Employer's Name:				
Supervisor's Name:	Т	elephone #:		
Address:		ax#:		
City, State, Zip:				
Dear Employer: The individual above has applied to work for Therapeutic Resoremployer for reference purposes. Due to the serious nature and it is extremely important for us to perform thorough reference to be formulation to be a series of the formulation of th	the responsibility checks. Therefore	of working in the e we would apprec	healthcare indust riate your coopera	ation
in completing the following questions and returning the form to you in advance for you cooperation and assistance.	us as soon as po	ssidle. (Fax: 888-3	<b>94-2351)</b> Thank	<u> </u>
Position(s) Held: Employ	ed From:	To:		_Eligible
for rehire: Yes □ No □				
	Exceeds	Meets	Below	
Quality of Work				
Quantity of Work				
Attendance Habits				
Communicates Effectively				
Demonstrates Competent Skills				
Demonstrates courteous, cooperative, respectful behavior				
towards co-workers and patients				
Ability to handle stress				
Overall Nursing Skills				
Additional Comments:				]
Name:	Title			
Name:				
Signature:	Date:			

(Employer: Please Fax Reference Form to 888-394-2351. Thank You)



**Employment Reference** 

Applicant Name:	Social Se	_ Social Security #:		
Employer's Name:				
Supervisor's Name:	Т	elephone #:		
Address:		ax#:		
City, State, Zip:				
Dear Employer:				
The individual above has applied to work for Therapeur employer for reference purposes. Due to the serious nat it is extremely important for us to perform thorough ret in completing the following questions and returning the you in advance for you cooperation and assistance.	ure and the responsibility ference checks. Therefor	of working in the we would appre	healthcare indus	try, ation
Position(s) Held: En	mployed From:	To:	:	_Eligible
for rehire: Yes □ No □				
	Exceeds	Meets	Below	
Quality of Work				
Quantity of Work				
Attendance Habits				
Communicates Effectively				
Demonstrates Competent Skills				
Demonstrates courteous, cooperative, respectful bel	navior			
towards co-workers and patients				
Ability to handle stress				
Overall Nursing Skills				
Additional Comments:				
Name:	Title:			
Signature:		Date:		

(Employer: Please Fax Reference Form to 888-394-2351. Thank You)

# Therapeutic Resources, Inc.

# **Emergency Contact Information Form**

/our Name:Last	First		MI
Phone: ()			
Address: Street City State			
Emergency Contact Name:			
	Last	First	
Work Phone: ()	_	Home Phone: ()	
If unavailable (2nd) Contact Name: _			
	Last	First	
Work Phone: ()	_	Home Phone: ()	
Preferred local hospital:			
Insurance Information:			
Company:		Policy #:	
Comments (include any special medic	al or person	al information you would way	nt an em



#### REQUEST, AUTHORIZATION, CONSENT AND RELEASE FOR BACKGROUND INFORMATION

#### PLEASE TYPE OR PRINT

LAST NAME	FIRST NAME	MIDDLE NAME	(PLEASE INCLUDE Jr., Sr., II, III Etc.)

understand that in conjunction with my application to provide temporary allied healthcare services to Therapeutic Resources, Inc. Therapeutic Resources will use the services of an outside agency to research and verify the information I have provided on my application which relates to my work, educational history, professional standing and qualifications. Therapeutic Resources uses consumer-reporting agencies, to perform its background investigations. These agencies will provide a written report of their findings to Therapeutic Resources. I understand and agree that the background check will include a criminal background check and I hereby consent to the performance of the same.

The consumer reporting agencies will utilize various sources of information they deem appropriate including but not limited to: criminal conviction records, current and former employers, military records, education records, professional and personal references. I request, authorize and consent to the release and disclosure of any and all information relating to my background including but not limited to the above to Therapeutic Resources. In compliance with the Fair Credit Reporting Act, I understand that I will be notified by Therapeutic Resources if my application is denied because of information obtained from a consumer reporting agency. Additionally, I understand that if requested within 60 days, I will be given a full and accurate disclosure as to the nature and substance of all information provided to Therapeutic Resources. I further understand that I may request a copy of the report, and that when doing so, proper identification will be required. I understand that Therapeutic Resources will send to me a copy of the report if an adverse action is taken as a result of information contained in the report, or upon my request as outlined herein.

FOR POSITIVE IDENTIFICATION PURPOSES, THE FOLLOWING INFORMATION IS REQUIRED. THE INFORMATION YOU PROVIDE WILL BE TREATED AS STRICTLY CONFIDENTIAL AND WILL NOT BE USED FOR ANY OTHER PURPOSES. PLEASE PRINT CLEARLY.

Signed Name as it appears on your driver's license		Today's Date			
		Social Security Number	Date of Birth		
Driver's License Number	State	Other Names You Have Us	ed		

#### PLEASE PROVIDE ALL RESIDENTIAL ADDRESSES FOR THE PAST 7 YEARS:

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Mo./Yr. / Mo./Yr

Current Address:			1	Street Apt.#
	City	State	Zip Code	From / To?
Former Address:			/	Street Apt.#
	City	State	Zip Code	From / To?
Former Address:			1	Street Apt.#
	City	State	Zip Code From	
Former Address:			1	Street Apt.#
	City	State	Zip Code From	
Former Address:			1	Street Apt.#
	City	State	Zip Code	From / To?
Former Address:			1	Street Apt.#
	City	State	Zip Code	From / To?



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") by and between \_\_\_\_\_\_("Therapist"), whose address is \_\_\_\_\_\_, and Therapeutic Resources, with its principal place of business located at 19130 Klippel Rd, Bend, OR 97701 (collectively the "Parties" and each individually a "Party") is hereby made, entered into and effective as of \_\_\_\_\_\_ ("Effective Date").

## SCOPE OF AGREEMENT

Therapeutic Resources is a temporary staffing firm. Therapeutic Resources desires to engage Therapist to furnish temporary therapy services to our clients ("Client(s)"). Therapist desires to provide temporary therapy services to Clients ("Services"). Wherefore, this Agreement describes the relationship between the Parties with respect to the provision of Services.

## 1.0 ASSIGNMENTS, STANDARDS OF CARE, LICENSING & CREDENTIALING

- 1.1 Subject to availability, Therapist agrees to provide Services in accordance with Therapist's professional training to Clients at Client's facility(ies).
- 1.2 For each opportunity offered to Therapist to provide Services ("Assignment", which shall mean opportunities to work offered by Therapeutic Resources only after Therapist has been presented to the relevant Client and the Client has considered and accepted Therapist; inquiring about availability and interest and merely requesting permission from the Therapist to present Therapist as a candidate to furnish Services to a Client shall not constitute an Assignment offered by Therapeutic Resources), Therapist will confirm availability and provide verbal consent to Therapeutic Resources. Therapist retains the right to decline opportunities offered. Verbally accepted opportunities shall be binding upon Therapist. Although Therapist shall be an employee of Therapeutic Resources, Therapeutic Resources does not guarantee that work will be available and Therapist understands that Therapeutic Resources shall have no obligation hereunder to offer Therapist any Assignments. Offers of Assignments to Therapist are subject to availability, qualifications of Therapist, Therapist and other factors request rates of compensation.
- 1.3 Therapeutic Resources shall confirm Assignments with Therapist in writing ("Acknowledgment"). Acknowledgments shall include the dates and location of the Assignment, name of the Client and agreed upon compensation ("Compensation" or "Compensation Schedule", which definition shall include per diems and allowances, if any, agreed upon by the Parties) for the related Assignment. Any agreed upon deviations to this Agreement shall be reflected in the Acknowledgment. Absent written objection from Therapist immediately upon receipt, Acknowledgments shall be deemed to be an accurate representation of the Parties' agreement as to each Assignment and are hereby incorporated by reference into this Agreement. In the event Therapist objects to any Acknowledgment. Therapeutic Resources will either correct the error or the Parties will work in good faith to resolve any disagreement and a corrected Acknowledgment shall be issued once the Parties reach agreement. All Assignments are binding and subject to the cancellation provisions below once Therapist has verbally accepted an opportunity; incorrect, incomplete or delayed Acknowledgments do not create a right of cancellation. Therapeutic Resources' failure to issue Acknowledgment shall not create a right of cancellation. In the event that any changes are made to an Assignment or supplemental information is necessary (including but not limited to terms, conditions, housing and/or travel arrangements and Compensation) after an Acknowledgment has been issued, a subsequent Acknowledgment will be issued which reflects the changes and/or supplemental information and such subsequent Acknowledgment shall be binding.
- 1.4 For each Assignment, Therapist represents and warrants that his or her license is current, active and in good standing. It is the obligation of Therapist to maintain his or her license in good standing at all times.
- 1.5 Therapist shall diligently render Services pursuant to the highest professional and ethical standards and in accordance with accepted standards of care. Therapist shall furnish Services in accordance with all applicable state and federal laws, Client policies, procedures, by-laws and standards, including Joint Commission standards

if applicable.

- 1.6 If applicable, Therapist shall complete all chart documentation and other necessary documentation or dictation prior to the completion of each Assignment. Failure to complete all documentation and dictation in a timely manner shall constitute a material breach of this Agreement. Therapist expressly agrees and understands that time is of the essence with respect to this Section 1.6. If applicable to Therapist's practice area, Therapist agrees to cooperate with reasonable Client requests in order to achieve continuity of care.
- 1.7 Therapist shall not collect fees or other payments from patients. Client shall be entitled to all fees generated as a result of Therapist's Services. If applicable, Therapist agrees to promptly execute reasonable documentation required to effect assignment of billing rights to Client. Failure to promptly execute documents necessary to assign billing rights to Client shall be deemed a material breach of this Agreement. Time is of the essence with respect to this Section 1.7.
- 1.8 During the Term of this Agreement, Therapist agrees to advise Therapeutic Resources as soon as possible of any and all disciplinary or quality assurance proceedings which involve him or her including, but not limited to, actions brought by licensing boards, Medicare or Medicaid (if applicable to Therapist's area of practice), quality assurance committees, hospitals, or medical malpractice claims or suits (Proceedings"). By signing this Agreement, Therapist represents and warrants that no Proceedings are currently pending and that Therapist is not currently sanctioned or debarred. Should Therapist's license be suspended, limited or revoked at any time during the Term of this Agreement, Therapist shall immediately notify Therapeutic Resources.
- 1.9 Therapist agrees to cooperate with Therapeutic Resources 's customer service and risk management activities. Therapist shall notify Therapeutic Resources immediately of any incidents or claims of actual or suspected professional malpractice and provide all relevant factual information. Therapist agrees to provide written incident reports as requested. Therapeutic Resources's obligation to provide Professional Liability Insurance (as defined below) is contingent upon Therapist's compliance with this Section 1.9.
- 1.10 Therapist will cooperate with Therapeutic Resources in providing accurate and complete credentialing (if applicable) and licensing information. Therapist represents and warrants that all credentialing information provided by Therapist is accurate. Credentialing information shall include Therapist's submission to a drug screen and criminal background check as well as the provision of reasonable evidence that Therapist is free from communicable diseases. Therapist expressly consents to the performance of, and sharing with any Client the results of, Therapist's drug screen and criminal background check as well as a certificate of good health if so requested by Client. Therapist shall be an employee of Therapeutic Resources. As an employee, all taxable Compensation payable to Therapist shall be subject to applicable tax withholding. Therapeutic Resources shall carry Worker's Compensation insurance as required by law.
- 1.12 Therapist shall not discriminate against any patient on the basis of race, religion, gender, age, marital status, disability, medical status, military/veteran status, economic status, pregnancy status, sexual orientation or national origin.
- 1.13 In the event Therapist does not possess the license necessary to provide Services in a state for which Therapeutic Resources desires Therapist to accept Assignments, Therapeutic Resources agrees to assist Therapist in obtaining such license for that state. Therapeutic Resources further agrees to pay for the direct cost of obtaining Therapist's license provided Therapist provides at least 90 days or 520 hours of Services for Therapeutic Resources in that state within 1 year(s) of obtaining the license. Should Therapist provide less than 90 days or 520 hours of Services for Therapeutic Resources in the state within 1 year(s) of obtaining the license. Should Therapist provide less than 90 days or 520 hours of Services for Therapeutic Resources in the state within 1 year(s) of obtaining the license, Therapist agrees to reimburse Therapeutic Resources for the total cost incurred by Therapeutic Resources in obtaining Therapist's license. Payment is due from Therapist immediately upon receipt of an invoice from Therapeutic Resources. Therapeutic Resources does not guarantee Therapist's ability to obtain any state license.

## 2.0 HOUSING & TRAVEL, INSURANCE & COMPENSATION

2.1 All housing, travel and transportation arrangements agreed upon by the Parties shall be reflected in the Acknowledgment for the related Assignment. Therapist shall be responsible for payment of his or her own personal expenses including telephone service, laundry, meals and any other charges incurred for goods or services which Therapeutic Resources did not agree to be responsible for as reflected in the Acknowledgment. Therapist shall be responsible for damages beyond reasonable wear and tear caused by Therapist to housing accommodations furnished by or any Client. Therapist agrees that his or her right to occupy housing provided by and/or arranged by Therapeutic Resources or any Client is limited to the duration of an Assignment and is not a tenancy but is instead a limited license to occupy incident to the Assignment. Therapist therefore agrees to promptly vacate any such housing upon the conclusion or termination of an Assignment and/or this Agreement. Therapist agrees to be financially responsible for any costs

incurred in connection with Therapist's failure to timely vacate housing upon termination or conclusion of an Assignment and/or this Agreement.

- 2.2 Unless otherwise stated in the Acknowledgment for the related Assignment, for each Assignment Therapeutic Resources will provide medical malpractice insurance coverage to Therapist in limits of \$1,000,000 per incident and \$3,000,000 in the aggregate or such higher limits as state law may require ("Professional Liability Insurance"). Professional Liability Insurance shall apply for each Assignment regardless of when a claim is made; coverage is subject to the terms of the policy. Should it be determined that Therapist provided inaccurate information on the Therapeutic Resources Application or other credentialing material, Therapeutic Resources shall have no obligation to provide Professional Liability Insurance. Therapist agrees to fully cooperate in the defense of any malpractice action.
- 2.3 Therapeutic Resources shall compensate Therapist for Services every week pursuant to the Compensation Schedule listed in the Acknowledgment for the relevant Assignment. Compensation due Therapist is calculated based upon work records. Therapist agrees to accurately and completely fill out work records and to timely submit work records to Therapeutic Resources to facilitate payment of Compensation. Therapist shall be responsible for procuring Client's signature on Therapist's time sheet.
- 2.4 Therapist agrees that Therapeutic Resources may deduct from Compensation owed Therapist for Services rendered there under the following: a) any fees assessed against Therapeutic Resources for damages caused by Therapist to Therapeutic Resources provided housing accommodations; b) any charges to Therapeutic Resources incurred for goods, services or amenities requested or arranged by Therapist which were not otherwise agreed to by the Parties in the Acknowledgment for the related Assignment; c) Damages as described in Section 4.3 below; and d) Any fees incurred as a result of Therapist's failure to timely vacate housing accommodations as described in Section 2.1 above. Upon request, Therapeutic Resources agrees to provide Therapist with documentation for any such fees or charges deducted in accordance with this Section 2.4.

## 3.0 INDEPENDENT PLACEMENTS, NON-COMPETITION

During the Term of this Agreement and for a period of two (1) year after its termination or expiration, Therapist agrees to: a) not seek or accept a temporary or permanent position with any Client for whom Therapist performed, or was introduced to perform, Services hereunder; b) not provide services to Clients for whom Therapist performed, or was introduced to perform, Services hereunder unless such services are furnished through Therapeutic Resources; and c) not directly compete with Client's practice.

### 4.0 CANCELLATION, SURVIVAL

- 4.1 Therapeutic Resources may immediately cancel this Agreement or any Assignment, without notice or liability to Therapist (except for payment of Compensation for undisputed Services rendered up to the date of cancellation) for the following reasons:
  - a. Therapist's breach of any duty under this Agreement;
  - b. Upon Client's request for removal of Therapist for reasons relating to professional competence or integrity;
  - c. Upon denial, revocation, suspension, surrender or limitation of Therapist's license in any state, privileges at any healthcare facility or upon Therapist's exclusion from participation in any healthcare program;
  - d. Upon a Client's determination that Therapist does not meet Client credentialing requirements;
  - e. Upon Therapeutic Resources 's reasonable determination that Therapist has conducted his or herself in a manner unacceptable to Therapeutic Resources or has otherwise failed to perform his or her duties in accordance with professional and ethical standards, including but not limited to unprofessional behavior, repeated absence or tardiness;
  - f. Upon discovery that Therapist has provided inaccurate or incomplete information on the application or other credentialing material or upon Therapeutic Resources 's reasonable determination that Therapist is not insurable under Therapeutic Resources 's malpractice policy and/or does not meet Therapeutic Resources credentialing standards; or
  - g. Upon Client's failure to timely pay Therapeutic Resources monies due under Client's agreement with Therapeutic Resources or upon Client's termination of its contract with Therapeutic Resources for convenience; or
  - h. In the event the Therapeutic Resources or Client credentialing process has not been or will not completed

within a reasonable time prior to the start date of any Assignment regardless of fault.

- 4.2 Therapist may cancel this Agreement or any Assignment immediately without being liable for Damages (as defined in Section 4.3 below) if Therapist becomes incapacitated or otherwise physically unable to perform Services for an extended period of time beyond reasonable incidences of short-term illness. Therapeutic Resources reserves the right to require verification of Therapist's physical condition in this circumstance.
- 4.3 Therapist may terminate this Agreement or any Assignment at any time upon thirty (30) day notice. Any termination by Therapist must be in writing. In the event that a Therapist cancels an Assignment with less than thirty (30) days written notice for reasons other than those allowed in Section 4.2 above, Therapist shall be responsible as liquidated damages but not as a penalty for payment of any non-refundable expenses and fees incurred by. Therapeutic Resources in connection with the canceled Assignment, including but not limited to security deposits, rents, airfare and penalties assessed by Clients and profits lost by Therapeutic Resources in connection with cancellation (all such fees, expenses, lost profits and penalties being collectively "Damages"). Notwithstanding the foregoing, the maximum amount of lost profits Therapist shall be liable for in the event of cancellation with less than thirty (30) days notice shall be the period covered by the Assignment up to a maximum of thirty (30) calendar days
- 4.4 All payment obligations of Therapeutic Resources under this Agreement shall survive any cancellation of an Assignment and expiration or termination of this Agreement. Therapeutic Resources's obligation to furnish Professional Liability Insurance shall survive any cancellation of an Assignment and expiration or termination of this Agreement.
- 4.5 Therapist's obligations under Sections 1.6, 1.7, 1.9, 2.1, 2.2, 2.4, 3.0, 4.3 and 4.5 of this Agreement shall survive any cancellation of an Assignment and expiration or termination of this Agreement.
- 4.6 The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and continue for a period of one (1) Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") until terminated in accordance with Section 4.3 above.

## 5.0 GENERAL PROVISIONS

- 5.1 Therapist agrees that Therapeutic Resources may be a Business Associate of its Clients as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended. Therapist may therefore, for purposes of this Agreement, be a third party to whom Therapeutic Resources may disclose personally identifiable patient health information ("PHI", which shall include electronic patient information) or from whom Therapeutic Resources may receive PHI for risk management and incident reporting purposes in connection with the provision of Services hereunder. Therapist therefore agrees that it shall: a) use or disclose PHI only as permitted under Client's privacy rules, policies and procedures; b) use appropriate safeguards and exercise reasonable care to prevent unauthorized use or disclosure of PHI; c) promptly report any known misuse of PHI to Therapeutic Resources; d) at all times comply with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Standards") under HIPAA; e) use and disclose PHI only in connection with treatment, payment and operations pursuant to HIPAA and the Privacy Standard; and cooperate with Therapeutic Resources in responding to any request for an accounting of disclosures in accordance with the Privacy Standards. Therapist expressly understands and agrees that the duty to maintain PHI as confidential shall survive any expiration or termination of this Agreement, any Assignment hereunder and death of the relevant patient.
- 5.2 For all notices required hereunder, including Acknowledgments, acceptable forms of communication include facsimile, electronic mail or letter sent via US mail or express delivery via a reputable carrier. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.
- 5.3 All documents, information and data received from Therapist, or on Therapist's behalf, in connection with this Agreement become the property of Therapeutic Resources and will not be returned, except for original licenses.

5.4 This Agreement, together with each Acknowledgment issued hereunder, constitutes the agreement between the Parties with respect to the provision of Services. Except for Acknowledgments as described in this Agreement which shall not require a signature, any changes to this Agreement must be made in writing, signed by both Parties. If any provision of this Agreement is found to be invalid, all other provisions shall remain enforceable. In the event of a conflict

between this Agreement and any Acknowledgment, the Acknowledgment shall apply but only with respect to the Assignment covered by the Acknowledgment. The laws of the State of Oregon shall govern this Agreement.

5.5 An executed facsimile of this Agreement shall have the same effect as an original. By signature below, Therapist consents to the receipt of facsimile, telephone and electronic mail communications from Therapeutic Resources and its affiliates regarding opportunities to work.

By signature below and under penalties of perjury, Therapist certifies that the number written below is his or her correct Social Security. The undersigned hereby executes the foregoing Professional Services Agreement.

### THERAPIST

## THERAPEUTIC RESOURCES

Ву:\_\_\_\_\_

Date:		

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

Date: