

# D&P Health Care Staffing Respiratory Therapy Staffing Agreement

---

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 2019 Bon Secours Hospital and **D&P Health Care Staffing LLC**, located at 6701 Democracy Blvd., Suite 300, Bethesda, MD 20817. For value received and other consideration **D&P Health Care Staffing LLC** agrees with **Hospital Bon Secours** to provide the following services in accordance with the terms and conditions of this contract.

**Whereas: D&P Health Care Staffing LLC** is qualified and licensed to provide **respiratory therapy services** to persons in need of such services; and,

**Whereas: Bon Secours Hospital Baltimore** is desirous of engaging **D&P Health Care Staffing LLC** to provide such services to their patients, as needed; and,

Therefore, in consideration of the foregoing premises, and mutual promises contained

Herein, the parties agree to as follows:

1. Establish a treatment plan for providing necessary and appropriate therapy services for **Bon Secours Hospital Baltimore patients**.
2. Document all patient care delivered by employees of **D&P Health Care Staffing LLC** in a manner consistent with **Bon Secours Hospital Baltimore policy**.
3. Participate in or contribute to patient care conferences and other collaborative meetings as necessary.
4. Provide patient summary report for all shift changes to oncoming staff.
5. To conform to all laws, rules, regulations, policies, procedures, and professional code of ethics, as applicable to **Bon Secours Hospital Baltimore** and the American Association for Respiratory Care.

Whereas, **D&P Health Care Staffing LLC** further agrees to abide by the following professional qualifications:

**D&P Health Care Staffing LLC** shall provide personnel that are licensed and appropriately experienced. Personnel shall be qualified accordingly prior to performing services hereunder and shall maintain a license to practice Respiratory Care in the state of Maryland. **D&P Health Care Staffing LLC** employee will have successfully passed clinical specialty age-specific competencies and specialty medication exams, as well as possess documentation of specialty training and experience. **D&P Health Care Staffing LLC** must approve all screening tools. **D&P Health Care Staffing LLC** employees will professionally, ethically, and diligently carry out their responsibilities hereunder to serve the best interests of the patient and the staff.

**Bon Secours Hospital Baltimore** shall provide **D&P Health Care Staffing LLC** personnel with documented orientation of each **D&P Health Care Staffing LLC** personnel including the date of the orientation and countersigned by the **D&P Health Care Staffing LLC** personnel. All orientation will be billed at the applicable rate as outlined on Attachment "A".

Whereas, **D&P Health Care Staffing LLC** agrees to abide by the following Non-Discrimination Policy:

Neither **D&P Health Care Staffing LLC** nor **Bon Secours Hospital Baltimore** shall discriminate against the employees of **D&P Health Care Staffing LLC** with regard to race, creed, color, sex, national origin, handicap, or age when placing and accepting employees for assignment and **D&P Health Care Staffing LLC** warrants that each is, and shall continue to be in compliance with the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act of 1990.

Whereas, **D&P Health Care Staffing LLC** shall maintain and provide to **Bon Secours Hospital** the following information regarding any therapist staffed by **D&P Health Care Staffing LLC**:

A copy of individual's current license

Current CPR card

Current PPD or chest Xray

Current Flu Vaccination

Complete skills checklist, dated less than one year prior to first shift worked at  
**Bon Secours Hospital Baltimore**

Verification of education and experience

**Whereas, D&P Health Care Staffing LLC** will obtain a criminal background check including, the sanction list ([HTTP://\ \ OIG.HHS.GOV](http://OIG.HHS.GOV)) provided by the Office of the Inspector General (O.I.G.) on all therapists employed by **D&P Health Care Staffing LLC**. No therapist staffed by **D&P Health Care Staffing LLC** will be sent to **Bon Secours Hospital** with any criminal record (s) and/or O.I.G. sanction (s); Documentation of Criminal Background Check available upon request.

**Whereas, D&P Health Care Staffing LLC** will not tolerate the use, sale, transfer, possession or distribution of drugs or alcohol by any employee while they are on the premises of **Bon Secours Hospital** or are conducting business at **Bon Secours Hospital**

**Whereas, D&P Health Care Staffing LLC** will assure **Bon Secours Hospital** that all employees have passed a drug screening test meeting **Bon Secours Hospital**' s standards. Documentation is available upon request.

**Whereas, during the terms of this agreement Bon Secours Hospital** cannot recruit any **D&P Health Care Staffing LLC** respiratory therapist for any reason without first contacting **D&P Health Care Staffing LLC**. **Whereas, during the terms of this D&P Health Care Staffing LLC** cannot recruit any **Bon Secours Hospital** respiratory therapist for any reason without first contacting **Bon Secours Hospital**. If, recruitment is desired, a compromise must be agreed upon between **D&P Health Care Staffing LLC** and **Bon Secours Hospital** and there will be a financial agreement involved to compensate the party negatively affected.

**Whereas, all services provided by D&P Health Care Staffing LLC** shall be in compliance with any applicable standards or other standards of the Joint Commission on the Accreditation of Health Care Organizations, Medicare and Medicaid Regulations, all applicable federal and State laws and regulations or other accrediting bodies. This includes the following as well as others:

1. HIPAA
2. FIRE and SAFETY
3. RIGHT to KNOW
4. STANDARD (UNIVERSAL PRECAUTIONS)
5. AGE-SPECIFIC COMPETENCY
6. BLOOD BORNE PATHOGENS
7. ELECTRICAL SAFETY
8. HAZARDOUS MATERIALS SAFETY
9. MEDICATION SAFETY PRECAUTIONS
10. OSHA
11. INFECTION CONTROL

**Whereas, all D&P Health Care Staffing LLC** employees will wear their identification badge stating their name, displaying their photo and identifying **D&P Health Care Staffing LLC** as their employer when reporting to their assignment. All **D&P Health Care Staffing LLC** employees must report to duty no less than five minutes before the start of the shift.

**Whereas D&P Health Care Staffing LLC** will investigate, in regard to disciplinary proceedings, any written complaint. A written report, stating the investigation findings and **D&P Health Care Staffing LLC** action, will be filed with **Bon Secours Hospital Baltimore** within ten business days, following the completion of the investigation. **Bon Secours Hospital Baltimore** has the right to cancel all subsequent shifts and not to reschedule the **D&P Health Care Staffing LLC** employee, if said employee's performance is unsatisfactory.

**Whereas, Bon Secours Hospital** shall communicate their dress code standards **D&P Health Care Staffing LLC**. Any employee of **D&P Health Care Staffing LLC** not complying with these dress specifics at the discretion of **Bon Secours Hospital Baltimore** will be released without inference to **Bon Secours Hospital Baltimore**.

**Whereas, any employee of D&P Health Care Staffing LLC** not reporting to a scheduled shift will be considered a "No Show" at **Bon Secours Hospital in Baltimore**. There will be no penalty to **Bon Secours Hospital in Baltimore** for a "No-Show" therapist. **D&P Health Care Staffing LLC** will attempt every effort to schedule another employee to fill the necessary work hours and **D&P Health Care Staffing LLC** shall provide **Bon Secours** with a copy of each time sheet.

**Whereas, Bon Secours Hospital in Baltimore** may cause any **D&P Health Care Staffing LLC** personnel to be removed from the premises or dismissed from their shift in the event personnel are disruptive or do not adhere to **Bon Secours Hospital in Baltimore** policies.

**Whereas, all D&P Health Care Staffing LLC** employees will use the time slips only provided **D&P Health Care Staffing LLC**. Each time slip must be signed appropriately at the end of the shift by an authorized staff supervisor or nursing supervisor. **Bon Secours Hospital in Baltimore** will provide an area whereas employees for **D&P Health Care Staffing LLC** have access to the time slips during all shifts.

**Whereas, Bon Secours Hospital in Baltimore** shall pay overtime fees (at a rate of time plus half) on account of any **D&P Health Care Staffing LLC** employee that works an excess of forty (40) hours per week at **Bon Secours Hospital in Baltimore**. Any hours worked beyond the scheduled forty (40) hours must be pre-approved in writing by the Respiratory Manager.

**\*Bon Secours Hospital in Baltimore** will pay **D&P Health Care Staffing LLC** holiday rates (time plus half) for any shifts performed by **D&P Health Care Staffing LLC** during holidays observed by **Bon Secours Hospital in Baltimore**.

**Whereas, D&P Health Care Staffing LLC** will invoice **Bon Secours Hospital Baltimore** weekly for services rendered. Payment should be sent **D&P Health Care Staffing LLC** 6701 Democracy Blvd., Suite 300, Bethesda, and MD 20817. Any and all amounts owed to **D&P Health Care Staffing LLC** shall be paid within forty five (45) days. If any invoice is not paid when due, interest will be added and payable on all overdue amounts at the rate of 1.5% per month. Payments received by **D&P Health Care Staffing LLC** from Facility will be subject to a two-and-one-half percent discount if paid within forty-five (45) days of invoice date.

**Whereas,** all invoices will include the name of the RT that worked, the start date, start time, finish time and total hours worked. Each time slip will be signed by the appropriate supervisor/administrator at the end of the shift. Copies of time slips will be provided with each invoice.

**Whereas, Bon Secours Hospital Baltimore shall** in addition, pay any costs of collection including without limitation, reasonable attorney fees. If, **Bon Secours Hospital Baltimore** should fail to make any of the payments set out in the above schedule, the **D&P Health Care Staffing LLC** at its' option, may treat failure to pay as a material breach of this contract, and may terminate this contract as well as seek legal remedies.

**Whereas,** each party to this agreement agrees to indemnify and hold the others harmless against any and all claims, damages, expenses, and cost, including, without limitation, extra-contractual damages, court cost, attorney fees, and exemplary damages, resulting from or arising out of its' employees or agent's negligent or intentional acts or omissions under this Agreement.

**Whereas,** the parties agree that the indemnification provisions of this Section shall survive termination of this Agreement.

**Whereas,** this Agreement may be terminated on the first to occur of the following:

1. In the event that **D&P Health Care Staffing LLC** and **Bon Secours Hospital Baltimore** shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
2. In the event that **Bon Secours Hospital Baltimore** shall give notice to **D&P Health Care Staffing LLC** that they have substantially defaulted in the performance of this Agreement, and such default shall not have occurred within fifteen (15) days following the giving of such notice, **Bon Secours Hospital Baltimore** shall have the right to immediately terminate this Agreement. Provided that such default shall, in **Bon Secours Hospital Baltimore** sole judgment, threaten the health or safety of patients of **Bon Secours Hospital Baltimore**, they may terminate this Agreement immediately. Upon termination of this Agreement, as hereinabove provided, no party shall have any further obligation, promises or covenants contained hereafter which are expressly made to extend beyond the terms of this Agreement.
3. Notwithstanding, the above, either party may terminate this Agreement for any or no grounds and without penalty upon sixty (60) days prior written notice.

**Whereas**, any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Agency: **D&P Health Care Staffing LLC**  
6701 Democracy Blvd., Suite 300  
Bethesda, MD 20817

Facility: **Bon Secours Hospital Baltimore**  
2000 W Baltimore St  
Baltimore, MD 21223

**Whereas, D&P Health Care Staffing LLC** further agrees to maintain in effect during the term of this Agreement appropriate insurance and shall furnish at **Bon Secours Hospital Baltimore'** s request, certificates of insurance evidencing worker's compensation and professional liability insurance for each **D&P Health Care Staffing LLC** employee under this agreement.

GENERAL LIABILITY INSURANCE: Single Limit...\$1,000,000  
WORKER'S COMPENSATION INSURANCE...As Required by State Law  
PROFESSIONAL LIABILITY INSURANCE...\$1,000,000 per Occurrence  
PROFESSIONAL LIABILITY INSURANCE...\$3,000,000 per Aggregate

## **ATTACHMENT "A"**

**Whereas, the service fees under this contract will be as follows:**

**RTs ----\$58.00 \_\_\_\_\_ per hour all shifts, no differentials**

**THE FOLLOWING HOLIDAY SHIFTS WILL BE BILLED AT TIME AND A HALF PER HOUR**

Christmas Eve, Christmas Day, Labor Day, New Years Eve, New Years Day, Memorial Day, Thanksgiving Day and Independence Day



**Whereas**, the following are the Terms of the Contract:

This is an agreement to provide staffing services as defined by **Bon Secours Hospital Baltimore** and **D&P Health Care Staffing**. **D&P Health Care Staffing** shall have the right to provide services hereunder only during those periods designated by **Bon Secours Hospital Baltimore**.

**Status of the Parties:** The parties agree that no employee or agent of **D&P Health Care Staffing** shall be considered an employee, agent, contractor, or representative of **Bon Secours Hospital Baltimore** for any purpose including but not limited to, workers' compensation, employee benefits, salary, and professional liability. The parties expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association among the parties, but is, rather an agreement by and among independent parties.

**Assignment:** The agreement shall not be assigned or transferred by either party without the written approval of the other party.

**Entire Agreement:** This Agreement contains all the terms and conditions agreed upon by the Parties regarding the subject matter of the Agreement and supersede any prior agreements, releases, oral or written, and all other communications between the parties relating to such subject matter.

Amendment:

This contract may be modified or amended in writing and is valid only, if signed by both parties.

The parties have executed this contract on the \_\_\_\_ of \_\_\_\_\_, 2019.

**Bon Secours Hospital Baltimore**

---

**Administrator /Title**

---

**Date**

**D&P Health Care Staffing**

---

**Oberto Perrin**

---

**Date**