

# Therapy in Motion DFW Application Packet

## An Equal Opportunity Company

We do not discriminate on the basis of age, race, sex, color, religion, national origin, disability, or any other applicable status protected by state or local law. It is our intention that all qualified applicants be given equal opportunity and that selection decisions be based on job related factors.

### Personal Information

PLEASE PRINT, except for signature where required. In reading and answering the following questions be aware that none of the questions are intended to imply illegal preferences or discrimination based upon non-job related information

Applying For: PT OT PTA COTA (circle one)      Today's Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Are you at least 18 years of age or older?    Yes    No      (If application is accepted you may be required to submit proof of age)

Spoken Languages? \_\_\_\_\_

Full Name:

\_\_\_\_\_

*Last*

\_\_\_\_\_

*First*

\_\_\_\_\_

*M.I.*

Address:

\_\_\_\_\_

*Street Address*

\_\_\_\_\_

*Apartment/Unit #*

\_\_\_\_\_

*City*

\_\_\_\_\_

*State*

\_\_\_\_\_

*ZIP Code*

Cell Number

Do You accept  
Texts:

**YES**

**NO**

Email

Birth Date:

Drivers  
License:

Professional  
License Number:

Auto Insurance:

**Exp:**

CPR:

**Exp:**

Please List any  
Certifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Emergency Contact

Full Name:

\_\_\_\_\_

*Last*

\_\_\_\_\_

*First*

\_\_\_\_\_

*M.I.*

\_\_\_\_\_

*Street Address*

\_\_\_\_\_

*Apartment/Unit #*

\_\_\_\_\_

*City*

\_\_\_\_\_

*State/Zip*

Primary Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

## Job Related

Have you ever applied/worked here before? Yes No    If yes when? \_\_\_\_\_

Have you ever been convicted of any law violation (except minor traffic violations)?.....Yes No

If yes give details \_\_\_\_\_

\_\_\_\_\_  
(A "Yes" answer does not automatically disqualify you from employment, since the nature of the offense, date, and job for which you are applying will also be considered.)

Are you now or do you expect to be engaged in any other business or employment?.....Yes No  
**(As a 1099 non-employee/contracted service it is expected/assumed you have or will have other associations with other businesses. Please refer to the no compete clause for non-employee/contracted services)**

If yes please explain: \_\_\_\_\_

\_\_\_\_\_  
Do you have a valid driver's license? Yes No    Driver's License Number: \_\_\_\_\_ State \_\_\_\_\_

Have you ever had your driver's license revoked or suspended in the last 3 years? .....Yes No

If yes give details: \_\_\_\_\_

Please list any trade, business, or civic activities and offices held. (Exclude labor organizations and memberships which reveal age, race, sex, religion, national origin, disability or other protected status.) \_\_\_\_\_

\_\_\_\_\_

## Education

High School or GED: \_\_\_\_\_ Years completed \_\_\_\_\_ Degree: \_\_\_\_\_

College or University: \_\_\_\_\_ Years completed \_\_\_\_\_ Degree: \_\_\_\_\_

Graduate School: \_\_\_\_\_ Years completed \_\_\_\_\_ Degree: \_\_\_\_\_

## Previous Employers

List names of employers in consecutive order with present or last employer listed first. Account for all periods of time including military service and any periods of unemployment, give firm name and supply business references. PLEASE GIVE MONTH AND YEAR

Name of Employer	Job Title
Address	Date of Employment      From              To
City, State, Zip Code	Phone Number
Supervisor	Reason for Leaving
<b>Name of Employer</b>	<b>Job Title</b>
Address	Date of Employment      From              To
City, State, Zip Code	Phone Number
Supervisor	Reason for Leaving
<b>Name of Employer</b>	<b>Job Title</b>
Address	Date of Employment      From              To
City, State, Zip Code	Phone Number
Supervisor	Reason for Leaving
<b>Name of Employer</b>	<b>Job Title</b>
Address	Date of Employment      From              To
City, State, Zip Code	Phone Number
Supervisor	Reason for Leaving

Have you ever worked or attended school under any other name?..... Yes No

If yes give name/names: \_\_\_\_\_

Are you presently employed?.....Yes No

If yes may we contact your employer..... Yes No

Have you ever been fired from a job or asked to resign?..... Yes No

If yes please explain \_\_\_\_\_

Give three references, not relatives

Name

Address

Phone




**PLEASE READ EACH STATEMENT CAREFULLY BEFORE SIGNING**

I certify that all information provided in this application is true and complete. I understand that any false information or omission may disqualify me from further consideration and may result in my dismissal if discovered at a later date.

I understand that Therapy in Motion DFW may request an investigation consumer report from a consumer reporting agency. This report may include information as to my character, reputation, personal characteristics and mode of living obtained from interviews with neighbors, friends, former employers, schools and others. I understand that I have the right to make a written request within a reasonable time for the disclosure of the name and address of the consumer reporting agency so that I may obtain a complete disclosure of the nature and scope of the investigation.

I authorize the investigation of any and of all statements contained in this application and also authorize any person, school, current employer (except as previously noted), past employers and organizations named in this application to provide relevant information and opinions that may be useful in making a hiring decision. I release such persons and organizations from any legal liability in making such statements.

I understand that if I am extended an offer TO PROVIDE CONTRACTUAL WORK AS A NON EMPLOYEE it may be conditional upon my successfully passing a complete BACKGROUND CHECK and physical examination. I consent to the release of any or all medical information as may be deemed necessary to judge my capability to do the work for which I am applying.

I understand that I may be required to successfully pass a drug screening examination. I hereby consent to a pre and/or post application drug screen as a condition of employment, to include contracted/non-employee, if required.

I understand that this application for contract/non-employee employment does not create a contract of employment or guarantee employment for any definite period of time. If contracted as a non-employee, I understand that I have been hired at the will of Therapy in Motion DFW and this contract may be terminated at any time, with or without cause and with or without notice. **I HAVE READ, UNDERSTAND, AND BY MY SIGNATURE CONSENT TO THESE STATEMENTS.**

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

## Availability

Please provide the following information on your availability to work for Therapy in Motion DFW.  
Do you have any allergies that would affect your work at Therapy in Motion DFW?.....Yes No

If so please list here: \_\_\_\_\_

Roughly what areas in the DFW area you are willing to Work in? Keep in mind the more areas the more consistent the case load:

Addison: \_\_\_\_\_ Allen: \_\_\_\_\_ Arlington: \_\_\_\_\_ Balch Springs: \_\_\_\_\_ Carrollton: \_\_\_\_\_ Cedar Hill: \_\_\_\_\_

Cleburne: \_\_\_\_\_ Cockrell Hill: \_\_\_\_\_ Combine: \_\_\_\_\_ Coppell: \_\_\_\_\_ Dallas: \_\_\_\_\_ DeSoto: \_\_\_\_\_

Denton: \_\_\_\_\_ Duncanville: \_\_\_\_\_ Ennis: \_\_\_\_\_ Farmers Branch: \_\_\_\_\_ Ferris: \_\_\_\_\_ Frisco: \_\_\_\_\_

Fort Worth: \_\_\_\_\_ Garland: \_\_\_\_\_ Glen Heights: \_\_\_\_\_ Grand Prairie: \_\_\_\_\_ Grapevine: \_\_\_\_\_

Highland Park: \_\_\_\_\_ Hutchins: \_\_\_\_\_ Irving: \_\_\_\_\_ Keller: \_\_\_\_\_ Lancaster: \_\_\_\_\_ Lewisville: \_\_\_\_\_

Little Elm: \_\_\_\_\_ Mansfield: \_\_\_\_\_ McKinney: \_\_\_\_\_ Mesquite: \_\_\_\_\_ Ovilla: \_\_\_\_\_ Plano: \_\_\_\_\_

Prosper: \_\_\_\_\_ Richardson: \_\_\_\_\_ Rowlett: \_\_\_\_\_ Royce City: \_\_\_\_\_ Sachse: \_\_\_\_\_ Seagoville: \_\_\_\_\_

South Lake: \_\_\_\_\_ Sunnyvale: \_\_\_\_\_ Trophy Club: \_\_\_\_\_ University Park: \_\_\_\_\_ Waxahachie: \_\_\_\_\_

Wlimer: \_\_\_\_\_ Wylie: \_\_\_\_\_ Other: \_\_\_\_\_

## Confidentiality and Non-Competition Agreement

The agency Therapy in Motion DFW requires that the contracted non-employee avoid disclosure of confidential information to anyone outside of the agency and refrain from engaging in unfair competition.

The contracted non-employee agrees to refrain from prohibited competition with the agency and to maintain the confidentiality of information regarding employees, clients, and the agency business.

The contracted non-employee will have access to information not generally made available to the public, such as identity of clients, pricing, computer-related programs, etc. The agency prohibits the utilization of this information for any purposes other than for the agency's own benefit and prohibits disclosure or unauthorized use during the course of this contract or at any time thereafter of any confidential information pertaining to agency administration and or projects, or outside investigations of the agency. The contracted non-employee is prohibited from disclosing any defaming information regarding agency personnel incidents related to any violations of the personnel policies.

During the course of the contract and for a twelve month period thereafter the Contractor is prohibited from engaging in any of the following: induce any employee of the agency to resign, encourage any client or entity to discontinue any relationship with the agency, solicit any client of the agency (current and within the past twelve month period), enter into competitive employment or seek to provide competitive services while employed within fifty-two miles of any office of the agency, or solicit referrals or opportunities from any referral sources.

Upon termination of the contract or at the request of the agency, the contracted non-employee is required to return all of the agency's property including keys, client records, forms, manuals, etc. to the agency and will not retain copies. Failure to return keys will result in a \$25.00 charge and failure to return any electronic device provided by the agency will result in a reasonable charge to replace said item deducted from the contracted non-employee's paycheck.

Violation of this agreement will result in termination and any additional remedy available to the agency including legal action to remedy all damages including loss of profits, cost of replacing and training employees improperly solicited for competitive employment, etc. suffered by the agency. The Contractor will be required to reimburse the agency for all legal fees, costs and other expenses.

This agreement is in effect during the contracted non-employee's contract and for twelve months thereafter. It doesn't modify the right of the contractor to resign at any time or of the agency to terminate this contract without prior cause, notice or liability and does not modify any other agency policy.

\_\_\_\_\_  
Contractor Non-Employees Signature

\_\_\_\_\_  
Date

## Policies and Procedures

I understand that copies of the policy and procedure manual are available and that it is my responsibility to read, understand and conform to all applicable agency policies including personnel policies. It is also my responsibility to comply with periodic changes and revisions.

I have read the agency's policy and procedure on abuse, neglect and exploitation and agree to comply with and be bound by the policy.

I understand that information contained in any agency manual does not constitute a contractual relationship between the agency and its contract non-employees, nor is it an expression of employment.

I affirm that I have auto insurance coverage as required by this state and the agency and I agree to keep it fully in force on any vehicle I use for the conduction of agency business during the term of my contract. The agency has the right to request proof of insurance at any time during the term of this contract and that I am required to follow all Agency requirements and state and local laws.

As a caregiver, I will carry out the plan of treatment, submit time sheets, clinical and progress notes as appropriate and, at a minimum on a 24 hour basis, and if late there may be financial penalties as a result of late paper work. I will participate in developing and reviewing plans of care, periodic client evaluations and care conferences, discharge planning and schedule coordination. I will provide services within the geographical area covered by the agency, I will attend required staff meetings and in-service training. Home health aides are required to have 12 hours of in-service training annually.

I understand that I must remit documentation of services performed prior to payment for those services and that payroll procedures require timely and accurate completion of documentation that must be submitted prior to payment for services provided. I understand that all information, both written and verbal, regarding the client's health conditions is strictly confidential and protected under federal and state law. All information in connection with the examination, care or provision of services to any client will not be disclosed without the individual's written consent except as may be necessary to provide services as required by law. Information may be used in statistical or other summary form or for clinical purposes only if the identity of the individual is not disclosed. I understand the violation of client/contractor confidentiality is subject to civil and criminal penalties.

If I mistakenly exceed payment for services rendered by me, I authorize the agency to deduct any amount from future paycheck(s) to correct the error. I understand that this company doesn't routinely perform drug testing on its contracted non-employees but may do so at its discretion. I understand that this company is an "At Will" organization and may terminate contracts at will.

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Contractor Non-Employee Signature

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Date

**Required HIPAA Confidentiality Agreement**

**CONFIDENTIALITY AGREEMENT OF PATIENT HEALTH INFORMATION AND PERSONAL INFORMATION IN ACCORDANCE WITH HIPAA REGULATIONS**

For good consideration and as an inducement for Therapy in Motion DFW (client) to /contracted non employee \_\_\_\_\_ (contracted non-employee), the undersigned contracted non-employee hereby agrees not to directly or indirectly use, manipulate or copy any patient health information (PHI), to include personal health information or personal contact information (address, phone, email address, etc.) with the business of the agency and its successors and assigns during the period of this contract. Misuse of PHI or personal contact information will result in termination and report with action to HIPAA federal agencies. Fines related to civil and criminal offenses for gross misconduct with the above information are the direct responsibility of said contracted non-employee.

The contracted non-employee acknowledges that the agency shall or may in reliance of this agreement provide contracted non-employee access to trade secrets, customers and other confidential data and good will. Contracted non-employee agrees to retain said information as confidential and not use said information on his or her own behalf or disclose same to any third party or for their own personal or monetary gain.

The contracted non-employee agrees to not copy and to return all such agency supplied information immediately upon termination of contract. Furthermore, contracted non-employee agrees not to solicit any of the customers or employees of Therapy In Motion DFW for any purpose for a period of two years after termination.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor Non-Employee Signature

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Agency Representative Signature



## Field Contractor Non-employee Standards and Procedures

This agency requires adherence to the following Standards and Procedures:

1. All contractors are expected to dress in a manner appropriate to the health care environment, or as directed by the patient/client/family. This includes hygiene, jewelry, hair, and makeup.
2. Smoking in the presence of your patient/client is strictly prohibited and this includes but is not limited to e-cigarettes.
3. Always wear your ID Badge. Licensed personnel must always carry current CPR care license while on assignment.
4. You are expected to arrive on time to all assignments that you have accepted. If, however, an emergency or any situation should cause you to be more than five minutes late or to be totally absent from the assignment you must notify the patient and the agency. You may call the agency 24 hours a day if you need to cancel or reschedule your assigned patient.
5. If you have any problem, incident or accident on the job, do not discuss it with the patient/client, but call the agency and document all circumstances surrounding/leading up to the incident immediately.
6. If the patient/client asks you to stay longer than your assignment or to leave earlier you must notify the agency first.
7. Paraprofessional personal (aides) hereby acknowledge that they will not, under any conditions, dispense or administer any medications.
8. Under no circumstances are you to ask for or accept any money from your patient/client or take home property that belongs to the patient/client.
9. There shall not be any involvement with the patients/client's financial affairs (i.e. check writing).
10. You are expected to honor the confidentiality of any patient/client information which is obtained in the regular course of your employment
11. No personal telephone calls should be made or received by you while with the patient/client/family.
12. Please do not discuss your pay or any other personal affairs with the patient/client/family.
13. It is imperative that all signed notes and documentation including daily logs be filled out properly and returned to the office within 24hrs. If the patient/client is unable to sign your note, a family member or responsible party may sign.
14. During the course of this contract, this agency's proprietary materials (i.e. forms, medical records) will be used only in connection with provision of care and will not be disclosed to anyone without authorization from the agency.

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Contractor Non-Employee Signature

---

Date

**Contract Acceptance Statement**

I have read, understand and agree to the terms specified in this job description for the position I presently hold. A copy of this job description has been given to me.

I further understand that this job description may be reviewed at any time and that I will be provided with a revised copy.

\_\_\_\_\_  
Contractor Non-employee Signature

\_\_\_\_\_  
Date

## **Mission Statement**

To provide home health organizations with consistent, high-quality and cost-effective supplemental therapy services that transform the lives of our patients and help them achieve their maximum potential.

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Contractor Non-Employee's Signature

---

Date

## **Independent Contractor Agreement**

This Agreement is made between Therapy in Motion DFW ("Client") and \_\_\_\_\_ ("Contractor"), with a principal job duty of \_\_\_\_\_.

### **1. Services to Be Performed**

Contractor agrees to perform the following services: \_\_\_\_\_

### **2. Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates: \_\_\_\_\_.

Contractor shall be paid within a reasonable time after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

### **3. Expenses**

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

OR

Client shall reimburse Contractor for the following expenses that are attributable directly to work performed under this Agreement: \_\_\_\_\_.

Contractor shall submit an itemized statement of Contractor's expenses. Client shall pay Contractor within 30 days after receipt of each statement.

### **4. Vehicles and Equipment**

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. The contractor will be required to maintain automobile insurance without interruption. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

## **5. Independent Contractor Status**

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

- \* Contractor has the right to perform services for others during the term of this Agreement.
- \* Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order in which the work is performed.
- \* Contractor does not have the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- \* The Contractor shall not be required to wear any uniforms provided by Client.
- \* The services required by this Agreement shall be performed by Contractor alone, Contractor shall not use contractor employees, or subcontracted personnel
- \* Contractor shall not be required by Client to devote full time to the performance of the services required by this Agreement.

## **6. Business Licenses, Permits, and Certificates**

Contractor represents and warrants that the Contractor will comply with all federal, state, and local laws requiring driver's and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

## **7. State and Federal Taxes**

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

## **8. Fringe Benefits**

Contractor understands that the Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

## **9. Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

## **10. Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

## **11. Insurance**

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

\* Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$\_\_\_\_\_ combined single limit per occurrence for bodily injury and property damage.

\* Comprehensive or commercial general professional liability insurance coverage in the minimum amount of \$\_\_\_\_\_ combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

## **12. Indemnification**

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

## **13. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Contractor completes the services required by this Agreement
- \_\_\_\_\_ [date], or
- the date a party terminates the Agreement as provided below.

#### **14. Terminating the Agreement**

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving \_\_\_\_ days' written notice to the other party of the intent to terminate.

#### **15. Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

#### **16. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

#### **17. Resolving Disputes**

If a dispute arises under this Agreement, any party may take the matter to Texas state court, jurisdiction of the county of Dallas.

OR

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Dallas County, Tx. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Dallas County, Tx. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

#### **18. Confidentiality**

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information

- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and
- other: \_\_\_\_\_.

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy.

Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

## **19. Proprietary Information.**

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all rights, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all rights, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness for use in advertising and other materials.

## **20. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

## **21. Assignment and Delegation**

Either Contractor or Client may assign rights and may delegate duties under this Agreement.  
OR

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.



**22. Applicable Law**

This Agreement will be governed by Texas law, without giving effect to conflict of laws principles.

**Signatures**

Client/Owner: \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contractor: \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

Therapy in Motion DFW Staffing Services

Core competency Skills Checklist for Physical Therapist

Scale: E - Excellent G - Good F - Fair P - Poor

Skills:

Prior Level of Function: \_\_\_\_\_

Comments: \_\_\_\_\_

ROM Assessment: \_\_\_\_\_

Comments: \_\_\_\_\_

Muscle Strength Testing: \_\_\_\_\_

Comments: \_\_\_\_\_

Gait Assessment and Training: \_\_\_\_\_

Comments: \_\_\_\_\_

Transfer Assessment and Training: \_\_\_\_\_

Comments: \_\_\_\_\_

Pain Assessment: \_\_\_\_\_

Comments: \_\_\_\_\_

Proper Body Mechanics: \_\_\_\_\_

Comments: \_\_\_\_\_

Bed Mobility Assessment and Training: \_\_\_\_\_

Comments: \_\_\_\_\_

Balance Assessment: \_\_\_\_\_

Comments: \_\_\_\_\_

ADL Assessment: \_\_\_\_\_

Comments: \_\_\_\_\_

Universal Precautions: \_\_\_\_\_

Comments: \_\_\_\_\_

Universal Precautions: \_\_\_\_\_

Comments: \_\_\_\_\_

PT/INR Assessment: \_\_\_\_\_

Comments: \_\_\_\_\_

Wound Care: \_\_\_\_\_

Comments: \_\_\_\_\_

Suture Removal: \_\_\_\_\_

Comments: \_\_\_\_\_

Staple Removal: \_\_\_\_\_

Comments: \_\_\_\_\_

Zip-line Dressing Removal: \_\_\_\_\_

Comments: \_\_\_\_\_

OASIS-D Completion: \_\_\_\_\_

Comments: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Therapy in Motion DFW

HEP-B

Use with Chapter 296-823 WAC, Occupational Exposure to Blood-borne Pathogens

Provide results for the referenced testing or sign to decline.

I understand that due to the nature of my occupation exposure to blood or other potentially infectious materials (OPIM) may occur and I may be at risk for acquiring a Hep-B virus infection. However, I DECLINE to seek a Hepatitis vaccination at this time. I understand that by declining I am at continued RISK OF EXPOSURE to potentially infectious materials.

DECLINE

(printed) : \_\_\_\_\_ Date: \_\_\_\_\_

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

#### TUBERCULOSIS (TB)

I have provided my TB skin testing Results: Yes \_\_\_\_\_ No: \_\_\_\_\_

Tuberculin skin testing is required by most home health agencies. declining TB test will likely effect your ability to maintain a case load.

Tuberculin Skin Testing Declination (refusal)

I understand that due to my occupational exposures to potentially infectious materials/patients/family, I may be at risk for acquiring tuberculosis. I understand that by continuing to decline this test I can acquire TB or be a host that might infect others.

Decline (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Therapy in Motion DFW

Flu Shot

Flu Shot (proof of immunization is required): \_\_\_\_\_

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

Yearly Flu immunizations are required by most Home Health Agencies. Refusal to acquire a flu immunization may affect our ability to contract patients to you which may affect your ability to maintain a case load. Further more, the flu is very contagious; Refusal to get the flu shot may expose you to an elevated risk for acquiring the flu or spreading the flu to your patients.

I decline the flu shot/immunization:

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

Printed Name: \_\_\_\_\_

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