

Model Agreement for Individual Caregiver

Home Health Staffing Services

This AGREEMENT, made and entered into this ____ day of _____, 20 __, by and between XYZ Home Health Agency _____ (herein referred to as "HHA") and _____Name of Person _____, _____Title or description _____ (herein referred to as "CONTRACTOR") is as follows:

WHEREAS HHA requires appropriately licensed or trained staff to visit patients in their places of residence to perform home health services; and

WHEREAS CONTRACTOR is appropriately licensed or trained; and

WHEREAS the parties are desirous are entering into a written Agreement that specifies the rights and responsibilities between HHA and CONTRACTOR;

NOW THEREFORE, the parties agree:

I. GENERAL PRINCIPLES

The contracted services will be delivered in accordance with the orders of the patient's attending physician and under the established applicable policies of HHA and may not be altered in type, scope or duration by CONTRACTOR, without the approval of HHA'S staff and the patient's attending physician.

The supervision of services will be provided by the physician in charge of the patient's/ client's medical care and by the appropriate supervisor of HHA.

II. CONTRACTOR SERVICES

CONTRACTOR agrees to:

Provide (check the one that applies) registered nurse, psychiatric nurse, licensed practical nurse; physical, occupational speech therapy; physical therapy assistant; occupational therapy assistant; home health aide; medical social worker;

other _____ services for HHA. CONTRACTOR shall be available to deliver applicable home health services to HHA'S patients residing in _____ count(ies).

III. PERSONNEL STANDARDS

CONTRACTOR will meet, and provide services under this Agreement in accordance with, all applicable policies, laws and regulations, including without limitation, all HHA'S policies governing the delivery of home health care.

CONTRACTOR shall also perform services under this Agreement in accordance with currently accepted standards and methods of practice; Federal/State laws; [*check if applicable* -- CHAP (Community Health Accreditation Program); JACHO (Joint Commission on Accreditation of Healthcare Organizations)]; and the code of ethics of their respective profession(s).

Prior to providing services to HHA'S patients/clients:

CONTRACTOR shall provide to HHA written documentation that includes, without limitation:

- the employment application;
- a current professional license, if applicable;
- current automobile license;
- proof of automobile insurance in the amount of \$ _____;
- proof of professional liability insurance, if applicable, in the amount of \$ _____;
- level I criminal background check;
- completion of the applicable initial and biennial HIV/AIDS training courses;
- record of a physical examination performed by an appropriate health care professional within the last two [2] years.

IV. CONDITIONS OF SERVICE

Supervision of CONTRACTOR will be the responsibility of HHA'S Director of Nurses, or his/her professional designee. Evaluation of the services provided by CONTRACTOR will be conducted as per HHA policy.

HHA shall maintain management standards that apply to all personnel regardless of status (i.e., full-time, part-time, or contracted). These standards, as stated in the Patient Care Policies, shall include, but not be limited to personnel qualifications, functions and supervision.

Initial assessment visits, supervisory and service evaluation visits, and planned discharge visits, without exception, will be performed by HHA'S appropriate employees.

CONTRACTOR shall participate in interdisciplinary patient care planning, case conferences, utilization review, discharge planning, and, as requested, HHA staff meetings.

Services shall be provided to HHA'S patient/client in response to a request from HHA.

All services will be performed in accordance with the written Plan of Treatment, authorized or established by the attending physician and any additional physician directions. CONTRACTOR may not alter these instructions.

Alteration in the Plan of Treatment, if any, may only be made by the patient's Physician and HHA employees who will then communicate the changes to CONTRACTOR.

Services will be provided at the frequency determined by HHA.

Services provided to a patient under this Agreement shall be terminated when HHA notifies CONTRACTOR that it services are no longer needed in the case.

HHA and CONTRACTOR acknowledge and declare that it is their specific intent that CONTRACTOR is to perform all services as a contract vendor of HHA; and that, in such capacity, CONTRACTOR shall determine the specific time, manner and methods by which CONTRACTOR fulfill its duties set forth herein; subject to the direction of HHA'S policies, the patient's attending physician and the requirements of applicable State and Federal law and regulation. CONTRACTOR shall have access to patient records and information necessary to appropriately and safely provide the ordered home health services to the patient/client.

CONTRACTOR shall submit reports, including, but not limited to, treatments and observations on the progress of the patient, in accordance with the policies of HHA which, in HHA'S sole discretion, are judged to be necessary to satisfy all of the applicable requirements and regulations of HHA's home care program. In addition to maintaining such records, CONTRACTOR shall provide HHA with the following:

Submit reports for each patient as often as the severity of the patient's condition requires.

Participate, if applicable, in the Medicare recertification update every sixty [60] days

All required paperwork must be submitted within ____ days after a patient is seen.

CONTRACTOR shall contact HHA daily to advise of, and receive approval for, all patients being seen that day.

CONTRACTOR shall provide copies of the following documentation to HHA prior to signing this Agreement:

- Three (3), or more, letter of references.
- Federal Tax ID Number
- Valid Certificates of Insurance evidencing:
 - Professional Liability Insurance coverage in the amount(s) of \$ _____
 - Automobile Liability and PIP in the amount(s) of \$ _____
 - Workers' Compensation coverage.
 - Comprehensive General Liability in the amount(s) of \$ _____
 - Public/Property Liability in the amount(s) of \$ _____

.CONTRACTOR shall provide any equipment necessary for the performance of services under this Agreement.

CONTRACTOR acknowledges that no deductions will be made from any payment for contracted services and agrees that payments of any taxes or other amounts due to the United States Government or any other governmental entity shall be directly paid by the CONTRACTOR and CONTRACTOR will file any and all employment tax forms or documents required by the United States Internal Revenue Service and the State of Florida.

CONTRACTOR shall bill HHA for services rendered during the preceding []week, []bi-week []month. Bills for the period are to be submitted within ____ days after the period ends and will be paid within ____ days of receipt.

Documentation of provided services, including time sheets and activity notes, will accompany bills.

V. MEDICAL SUPPLIES

All expenses for medical supplies, incurred by either party hereto in connection with the performance of their duties under this AGREEMENT, shall be paid by the party incurring such expense.

VI. HHA RESPONSIBILITIES

HHA shall conduct an orientation with CONTRACTOR to review:

- Clinical, orientation, personnel, general policy and procedure manuals.
- Documentation procedures and requirements.
- Infection control.
- QA/QI program, plan and controls.

HHA shall further:

- Initiate requests for the services of CONTRACTOR in a timely fashion.
- Maintain clinical records of patients.
- Keep Plans of Treatment up-to-date.
- Make available patient records and information necessary for the services being provided by CONTRACTOR.
- Monitor contract compliance, as well as Physician/Patient satisfaction, and keep CONTRACTOR informed of results.

VII. ACCESS TO BOOKS AND RECORDS FOR MEDICARE SERVICES

If the value or cost of services rendered by CONTRACTOR to HHA under this Agreement is \$10,000 or more over a twelve (12) month period, CONTRACTOR agrees to do the following:

Until the expiration of four (4) years after the furnishing of such services, CONTRACTOR shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly authorized representatives, the Comptroller General, or the Comptroller General's duly authorized representatives, such books, documents and records as may be necessary to certify the nature and extent of the costs of such services; and

If any such services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is \$10,000 or more over a twelve (12) month period, such subcontract shall contain, and CONTRACTOR shall enforce, a clause to the same effect as in this section.

The CONTRACTOR'S books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be promulgated by the Secretary by regulation.

For purposes of this Agreement, "books, documents and records" shall mean all writings, documents, transcriptions and tapes of any descriptions necessary to verify the nature and extent of the cost of the service provided by CONTRACTOR.

VIII. INDEPENDENT CONTRACTOR STATUS

In the performance of the work, duties and obligations required of CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR shall, at all times, be acting as an independent contractor and CONTRACTOR shall not be considered, in any fashion whatsoever, an employee, agent or independent contractor of HHA. In this regard:

CONTRACTOR shall have any claim under this Agreement, or otherwise, against HHA for vacation pay, sick leave, retirement benefits, Social Security taxes, Workers' Compensation taxes, disability or unemployment insurance benefits or employee benefits of any kind.

HHA shall neither have, nor exercise, any control or direction over the method by which CONTRACTOR performs work and functions; the sole interest and responsibility of HHA being to assure that the services contemplated by this Agreement are performed in a competent, efficient, and satisfactory manner. All applicable provisions of law and regulations for any and all governmental authorities relating to the certification, regulation and operation of a home health care agency shall be fully complied with by all parties hereto.

IX. INDEMNIFICATION AND INSURANCE

HHA and CONTRACTOR shall indemnify and hold each other harmless from any claim or cause of action arising out of, or in connection with, the acts or omissions of either party, or any of its employees or agents, in fulfilling its obligations under this Agreement.

X. FEE FOR SERVICE AND PAY STRUCTURE

HHA shall pay the CONTRACTOR a fee for services rendered pursuant to this Agreement as follows:

- Registered Nurse \$ _____ per visit
- High Tech Registered Nurse \$ _____ per visit
- Psychiatric Registered Nurse \$ _____ per visit
- Licensed Practical Nurse \$ _____ per visit
- Home Health Aide \$ _____ per visit
- Physical Therapist \$ _____ per visit
- Physical Therapy Assistant \$ _____ per visit
- Occupational Therapist \$ _____ per visit
- Occupational Therapy Assistant \$ _____ per visit
- Speech Therapist \$ _____ per visit
- Medical Social Worker \$ _____ per visit
- Other \$ _____ per visit
- Other \$ _____ per visit

Payment is based upon an actual visit being performed. If the progress note[s] or other written materials are incomplete or determined to not meet HHA'S standards, the invoiced visit will not be paid unless, within fifteen (15) days after notice of the deficiencies, the necessary corrections are made by CONTRACTOR. No payment will be made for visits where care is refused by the patient.

XI. NOTICES

All notices, agreements, demands, and any other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly delivered five (5) days after date of mailing, or sooner, upon presentation of adequate proof of earlier delivery, if delivered in person, or if sent by registered or HHA, first-class mail, postage prepaid, to the following addresses:

HHA:	CONTRACTOR:

XII. TERMS AND TERMINATION

This Agreement shall continue and be binding upon both parties for a period of one (1) year, unless sooner terminated upon sixty (60) days written notice. Upon the mutual agreement of both parties, this Agreement may be renewed after the termination date.

It may be amended by written consent of both parties and all amendments shall be attached to this Agreement and made a part thereof.

SIGNED AND SEALED the date first written above.

HHA AGENCY	CONTRACTOR
By: _____	By: _____
Title: _____	Title: _____
Witness: _____	Witness: _____
Title: _____	Title: _____