

Contract Service Provider

Resident Care Plan Agreement – Part A

Resident:	Record ID:
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Facility-Home Health Agency Agreement

Note to the use of this form: As allowed by law, care facilities can be allowed to accept or retain persons who have certain health condition(s), which require incidental medical services from a Home Health Agency, however, certain restrictions apply. See **Prohibited and Restricted conditions**. In order for the resident to receive services, an agreement between the Residential Care Facility and the Home Health Agency must be completed and the state regulations must be checked for compliance. In conjunction with the Resident's Physician, the Home Health Agency representative and the Facility's Designated Staff representative shall jointly develop a plan for meeting the resident's needs. The use of Home Health Agencies to care for a resident's medical condition(s) does not expand the scope of care and supervision that the licensee is required to provide.

To ensure the utmost quality care for our residents we have created this agreement. In the unlikely event a Home Health Agency does not follow these policies and rules, this business has reserved the right to mandate that the resident change Home Health Agency.

PARTIES TO THE AGREEMENT	
Facility Name: _____	License Number: _____
Location: _____	
Primary Contact Person: _____	
After Hours Contact Number: _____	
Home Health Agency Name: _____	License Number: _____
Location: _____	
Primary Contact Person: _____	
After Hours Contact Number: _____	
Practice or Specialty: _____	Professional license No. _____
State _____	
Medicaid providerNo: _____	
Have you or the business you represent ever been denied malpractice insurance?	
This agreement is between: _____, which is an assisted living facility for dependent persons, herein known as "facility" and _____ a licensed _____, herein known as "Home Health Agency".	

HOME HEALTH AGENCIES' RESPONSIBILITIES

The resident chose you as his or her Home Health Agency, and as such, you are solely responsible for the services you render to the resident. The resident's medical care is in your hands. All care provided to the resident by you, or your designee, is required to be delivered according to generally accepted industry standards.

It is understood that you assume all liability connected to the services you provide to the resident. It is further understood that you are not an employee or agent of the facility, however, you do agree to follow the stated responsibilities, rules, and the provisions set forth in this agreement.

Staff Training

As allowed by law, assisted living facilities can be allowed to accept or retain persons who have a certain health conditions, which require Incidental Medical Services from a Home Health Agency, however, certain restrictions apply. See [Prohibited and Restricted Conditions](#).

As specified by the law, required Staff Training shall be completed prior to the staff providing services to the resident. Training shall include hands-on instruction in both general procedures and resident specific procedures. A written version shall be placed in the resident's in-home Care Service Record. The Home Health Agency Licensed Nurse shall train the staff and document the training on the [Basic Care Skills Verification](#) (Employee record) and [Incidental Care Skills Training](#) (Resident record) Forms. A review of staff performance shall be conducted as indicated by industry standards and state regulations; and at least annually. (Quarterly for some care procedures)

If you would like more information on the types of services we can provide in conjunction with your Home Health Agency, please let us know and we will send you a copy of our [Incidental Medical Services Workbook](#).

All Home Health Agencies providing services to our residents, shall:

- Not send anyone to the facility that has any restrictions on their professional license and/or has been convicted of a felony.
- Regularly communicate to insure consistency of care
- Bring ANY problems you have pertaining to resident care to the attention of our Administrator or Top Management.
- Complete Facility Required Documentation, and notify us of any status changes to information provided. This includes but is not limited to completing the Facility Home Health Care Plan, Assessments, Re-Assessments, and always documenting each visit in the Resident's Record. See [Resident Care Notes](#)
- Submit claims to insurance companies on behalf of eligible patients in accordance with the law.
- Comply with Advance Directive requirements.

- Insure that you properly handle hazardous waste material in accordance with the law. Please do not throw soiled dressings or other potentially hazardous materials into the resident's waste can. The facility staff will be happy to assist you in properly disposing of these types of waste materials, if you request assistance.
- Use universal precautions and proper handwashing techniques. We have disposable gloves and other personal protection equipment on site. Please ask staff for assistance if you need any of these items.
- The resident's privacy is of the utmost importance. HIPAA rules must be followed, and confidentiality protected.
- Maintain full malpractice liability insurance
- Be familiar with the various restrictions the facility is required to follow under its licensing regulations. See Prohibited & Restricted Conditions
- Inform us of adverse test results which adversely affect the care status of the resident; or could impact the health and safety of the staff or other residents.
- Assist the facility in maintaining compliance with the law
- Notify the facility at least 3 days in advance, before closing a case.
- Upon visiting at the Facility, it is essential the Home Health Agency:
 - ❖ Set up the visitation time.
 - ❖ Call if you are not able to come in or if you will be late.
 - ❖ Document your visit and service provided on residents' in-home record.

HOME HEALTH AGENCY PROVIDER RULES

All Third Party Providers shall cooperate with facility personnel in providing resident care including:

- Provide the care and services, as specified in Part B of this agreement.
- Returning phone calls and faxes ASAP or within 24 hours or sooner depending upon urgency, (on-call person can respond.)
- Completing necessary facility documentation in a timely manner
- A copy of any certification and plan of care, such as the current Home Health Certification and Plan of Care (HCFA Form 485/487) for each resident receiving care.
- Informing the facility of changes in care and medication orders
- Informing the facility of the resident's progress, or declination pertaining to the health condition being currently treated.
- Informing the pharmacy directly of changes in the resident's medication orders
- Informing the facility if Home Health or a therapy is ordered and when it's discontinued.
- Treat facility staff with respect.
- Wear name tag while in the facility (required by law)

FACILITY RESPONSIBILITY

Our facility's mission is focused on providing our residents with quality care. We will do our best to work with you, as long as it's not in conflict with our licensing regulations and administration policies.

The Facility's Personnel shall:

- Provide support care and supervision, as specified in Part B of this agreement.
- Keep the Home Health Agency regularly informed of the resident's current status and inform the Home Health Agency of any unusual incident that affect, the resident's health
- Stay in substantial compliance with the licensing requirements
- Give a copy of any pertaining regulations that address the resident's specific condition(s) to the Home Health Agency. (See [State Pages](#), and [Incidental Medical Services Workbook](#).)
- If a resident refuses medically prescribed services, our staff will immediately notify the resident's physician or licensed professional designated by the physician and the resident's authorized representative, if any, and shall participate in developing a plan for meeting the resident's needs. (Example, refusing medications)

Discharging - Transferring to a higher-level care facility. We are a non-medical facility. We are not allowed to accept or retain residents that are not within our licensing area. If a resident is no longer able to be cared for at the facility, then the resident will be required to move to a higher-level care facility, or other arrangement, per the resident and responsible party's choice.

Please Note: The use of home health agencies to care for a resident's medical condition(s) does not expand the scope of care and supervision that the licensee is required to provide.

APPROVAL

Facility - Home Health Agency Resident Care Plan Agreement Part B, of this Agreement is attached hereto, and must be completed for this Agreement to be valid.

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto. *The terms above were reviewed and are hereby accepted:*

Home Health Agency Signature:	Title:	Date:
Facility Representative Signature:	Title:	Date:
Resident or Responsible Party Signature:	Title:	Date: