

A.N.D Home Healthcare LLC.

1011 W Loop 281 Ste. 9

Longview, TX 75604

903-234-0433 – Office

903-234-0434 - Fax

Professional Service Agreement

Between

Business Associate and A.N.D Home Healthcare LLC.

This Agreement is entered into this ____ day of _____, 20__ by A.N.D Home Healthcare LLC. , referred to in this agreement as “ANDHH” and _____ referred to in this Agreement as “Business Associate.”

ANDHH offers home health services to clients within ANDHH’s geographic service area who are covered by the Medicaid programs, who receive home care benefits through the Community Living Assistance and Support Services, referred to as the “CLASS” Program, and Texas Home Living “TxHmL”.

“BUSINESS ASSOCIATE” referred to in this Agreement as “Practitioners”, who are duly qualified and licensed to provide such services in the state of Texas and willing to furnish these services to ANDHH’s clients:

Skilled Nursing PCA Music Therapy Massage Therapy Aquatic Therapy Horse Back Riding
 Hippo PT SP OT Adaptive Aids Van Modification Home Modifications MSW,
 Dental ANDHH’s or provides business services to the ANDHH which may involve access to client/client records.

1. Responsibility of ANDHH

01. **Responsibility for client care:** ANDHH is responsible for admission of clients, coordinating supervision and evaluating home health services provided to clients to verify that these services meets ANDHH’s quality assurance standards.
02. **Assessments:** ANDHH professionals will perform nursing assessments when appropriate.
03. **Evaluation:** ANDHH will evaluate, in any manner it chooses, whether BUSINESS ASSOCIATE and its practitioners/service providers are achieving ANDHH’s goals and performing properly under this Agreement. ANDHH will also evaluate the results of quality assurance reviews of BUSINESS ASSOCIATE services.

04. **Documentation:** ANDHH will supply practitioners/services providers with appropriate forms for documenting client assessments, services rendered, client progress, and any other documentation required by ANDHH. BUSINESS ASSOCIATE may use its own forms if ANDHH reviews such forms and finds that they meet the ANDHH requirements.
05. **Client/client information:** ANDHH will provide, maintain, and make available for review by BUSINESS ASSOCIATE's practitioners/services providers, clients medical records, including practitioners'/services providers' documentation.
06. **Non-discrimination:** ANDHH will not discriminate in employment or provision of services with respect to age, race, color, religion, military status, gender preference, marital status, national origin, disability, or source of payment.
07. **Grievance Policy:** ANDHH will investigate all complaints regarding practitioners/service provider's services to clients according to ANDHH's grievance policy and in cooperation with BUSINESS ASSOCIATE. ANDHH will provide a current copy of this policy to BUSINESS ASSOCIATE.
08. **HHHS Choice:** ANDHH retains the right to decline to work with any practitioner/service provider assigned by BUSINESS ASSOCIATE.

2. Responsibilities of BUSINESS ASSOCIATE

01. **Personnel:** BUSINESS ASSOCIATE will make available to ANDHH, as requested, practitioners/service providers who are qualified and experienced in providing nursing, physical therapy, occupational therapy, recreational therapy, massage therapy, aquatic therapy, and speech pathologist therapy and therapy services or other services as needed.
02. **Requirements:** BUSINESS ASSOCIATE certifies that practitioners or others providing services under the Agreement meet all applicable local, state, and federal licensing, regulatory, and educational requirements to perform services within ANDHH's geographical services area. For each practitioners/services provider providing services to ANDHH, BUSINESS ASSOCIATE will maintain on file a current copy of such practitioner's/service providers when required by state regulations or ANDHH policy; and professional/personal references. ANDHH will have access to such files within twenty-four (24) hours of request. BUSINESS ASSOCIATE will enable ANDHH to audit these files as needed. BUSINESS ASSOCIATE further certifies that training, evaluation and orientation of contracted staff, including orientation to ANDHH's client/client care policies and paperwork performed, per ANDHH policy, on all staff being utilized by the ANDHH.
03. **Revisions:** BUSINESS ASSOCIATE will ensure that its practitioners and other services providers:
 - A. Inform ANDHH and attending physicians of all changes in clients' conditions requiring medical or other professional intervention.

- B. Revise medical treatment plans/Plan of Care only after consultation and approval by ANDHH and the attending physician (except in the case of a situational response to an adverse reaction to a specific treatment).
 - C. Comply with Agency policies and procedures.
 - D. Participate in Agency quality improvement program that may include attending care conference either in person or telecommunications.
04. **Documentation:** BUSINESS ASSOCIATE will ensure that practitioners/services providers will prepare, using ANDHH's forms approved or provided by ANDHH, legibly written clinical notes following each visit, which includes observations, treatments, responses to treatment, teaching activities performed, changes in client/client status, indication(s) of progress, proposed plan of continuing care, etc., as well as a progress summary on each Medicaid clients as required by the State of Texas statute. BUSINESS ASSOCIATE will ensure that practitioners/services provider submit notes for all visits within the time frame established by ANDHH.
05. **Invoices:** Twice a month, for clinical services and monthly for others, BUSINESS ASSOCIATE will provide to ANDHH invoices which detail the services provided during that period of time, their costs, and other permitted expenses. Such invoices may be on plain paper or on BUSINESS ASSOICATE's letterhead; the latter is preferred.
06. **Non-Discrimination:** BUSINESS ASSOCIATE and practitioners/services providers will not discriminate in employment or provision of services with respect to age, race, color, religion, military status, gender preference, marital status, national origin, disability, or source of payment according to Title VI of the Civil Rights Act.
07. **Complaints:** BUSINESS ASSOCIATE will cooperate with ANDHH to resolve any complaints regarding practitioner/services provider's services to ANDHH's clients/clients.
08. **Insurance:** BUSINESS ASSOCIATE or its practitioners/services providers will maintain at its sole expense, a valid insurance policy covering general and professional liability arising from the acts or omissions of BUSINESS ASSOICATE, its practitioners/services providers, its agents, and its employees in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate.
09. **Taxes and Penalties:** BUSINESS ASSOICATE certifies that it operates an independent business and ANDHH has no obligation to pay or withhold any income tax, FICA, or FUTA on behalf of BUSINESS ASSOCIATE or its practitioners/services providers. BUSINESS ASSOCIATE will not take any action inconsistent with this position. BUSINESS ASSOCIATE agrees to hold ANDHH harmless for any and all taxes, penalties, FICA, or FUTA which it may owe in connection with any practitioners/services provider.
10. **Benefits:** BUSINESS ASSOCIATE acknowledges and agrees that neither BUSINESS ASSOCIATE nor any practitioners/service provider working for BUSINESS ASSOCIATE is entitled to benefits of any kind, including, but not limited to, worker's compensation and unemployment compensation, form ANDHH as a result of this Agreement or the performance of service under this agreement.
11. **Standard:** BUSINESS ASSOCIATE will ensure that each practitioners/services provider providing services to ANDHH clients/clients meets the qualifications and licensure requirements and fulfills the responsibilities of his or her professional duties as outlined in the Federal Conditions of

Participation and other applicable regulations. BUSINESS ASSOCIATE is responsible for all expenses incurred and for providing, cleaning, and properly maintaining per ANDHH standards all equipment and supplies utilized to perform services under this Agreement.

12. **Compliance with Requirements:** BUSINESS ASSOCIATE will ensure that services provided under this Agreement are in compliance with Medicaid insurance, and local, state, and Federal requirements.
13. **Continuity of Care:** BUSINESS ASSOCIATE will attempt to keep the same practitioners/services provider assigned to a ANDHH client for the duration of the client's need for such type of service.
14. **Quality Review:** BUSINESS ASSOICATE will allow ANDHH to review the results of quality assurance evaluation of BUSINESS ASSOICATE service and will cooperate with ANDHH to enable ANDHH to evaluate BUSINESS ASSOICATE's services.
15. **Service to Competitors:** BUSINESS ASSOICATE is free to contract with competitors' of ANDHH or the general public to perform similar services, but BUSINESS ASSOCIATE agrees not to enter into any Agreement with a ANDHH client during the term of this Agreement without HHHS's written consent and agrees to provide services in ANDHH's name only with ANDHH's approval.
16. **HIPAA Compliance:** BUSINESS ASSOCIATE will comply with all aspects of HIPAA per the Notice of Privacy Practices and HIPAA Security Rules effective April 21, 2005. Agency will monitor the BUSINESS ASSOCIATE compliance with HIPAA regulations, if there is a pattern of non-compliance, agency will terminate the relationship with the BUSINESS ASSOCIATE.
17. **Scheduling of Visits:** BUSINESS ASSOCIATE will be responsible for the scheduling of client visits, as applicable.

3. Mutual Responsibilities

01. **Client Care:** on behalf of ANDHH and according to ANDHH policies and procedures, qualified ANDHH and/or BUSINESS ASSOCIATE personnel will:
 - A. If nursing assessment is not required, perform appropriate assessment for clients within forty-eight (48) hours from receipt of referral and initiate services are appropriate to meet clients' needs (does not apply to therapy aides).
 - B. Develop and maintain plans of care for client's schedule, provide, and report ongoing visits according to physician's orders.
 - C. Confer with and educate client's families and ANDHH personnel regarding developing, implementing, reviewing, and revising plans of care; coordinate multidisciplinary services; participate in case conferences for each Medicaid client as necessary; provide discharge planning.

4. Compensation

01. **Schedule of Rates:** ANDHH will pay BUSINESS ASSOCIATE according to the billing schedule in Schedule A.
02. **Rates Subject to Change:** Contract rates will be subject to change with fourteen (14) days advance written notice.
03. **Payment Schedule:** Upon receiving BUSINESS ASSOCIATE's invoice and satisfactory documentation at ANDHH's branch. ANDHH will compensate BUSINESS ASSOICATE for services rendered within fourteen (14) days.
04. **Billing:** In no event will BUSINESS ASSOCIATE bill the client or collect insurance deductibles or proceeds. BUSINESS ASSOCIATE and its practitioners/service providers will not accept gratuities or payment in any form from any client for services performed under this agreement.
05. **Other Services:** Payment for instruction at staff development seminars and other services not related to client service visits will be made in addition to, and separate from, payment specified in Schedule A, as agreed in writing between ANDHH and BUSINESS ASSOCIATE.

5. Miscellaneous Terms

01. **Term and Termination:** This Agreement will be in effect for one (1) year and will be automatically renewed at the end of the first year and each subsequent year unless terminated. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the terminations.
02. **Independent Contractors:** The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties, BUSINESS ASSOCIATE acknowledges that ANDHH has no responsibility for any employees, workers, or agents of BUSINESS ASSOCIATE.
03. **Arbitration:** Any dispute relating to this Agreement will be settled by binding arbitration conducted in accordance with the Health Care Arbitration Rules of the NHLA Alternative Dispute Resolution Service (c/o National Health Lawyers Association, 1620 Eye Street, NW, Washington, DC 20006).
04. **Assignment:** No assignment of this Agreement or the rights and obligations hereunder will be valid without prior written consent from both parties.
05. **Indemnification:** ANDHH agrees to indemnify and hold harmless BUSINESS ASSOICATE, its Practitioners, service providers, directors, officers, employees, and agents from all claims, actions, or liabilities of any nature which may be asserted against them by third parties in connection with the performance of ANDHH, its directors, officers, employees, or agents under this Agreement.

BUSINESS ASSOCIATE agrees to indemnify and hold harmless ANDHH, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities of any nature which may be asserted against them by third parties in connection with the performance of BUSINESS ASSOICATE, its practitioners/services providers, directors, officers, employees, or agents under this agreement.

- 06. **Notices:** Any notice of demand required under this Agreement will be in writing, will be personally served or sent by certified mail, return receipt requested, postage, prepaid, or by a recognized overnight carrier which provides proof of receipt. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.
- 07. **Entire Contract:** This Agreement constitutes the entire contract between BUSINESS ASSOCIATE and ANDHH regarding therapy services. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the state.
- 08. **Compliance with Applicable Laws:** Nothings in this Agreement is intended to conflict with Federal, state, or local laws or regulations. Should such conflicts exist; the parties agree to follow applicable laws and regulations.

BUSINESS ASSOCIATE and ANDHH have acknowledged their understanding of an Agreement to the mutual promises written above by executing this agreement.

BUSINESS ASSOCIATE

A.N.D Home Healthcare LLC.

By: _____

by: _____

Title: _____

Title: _____

Date: _____

Date: _____

PROFESSIONAL SERVICES

RATES AS OF _____

SCHEDULES "A"

	Name:	Hourly Rate:
RN:	_____	_____
LVN:	_____	_____
PT:	_____	_____
PTA:	_____	_____
OT:	_____	_____
OTA:	_____	_____
ST:	_____	_____
MSW:	_____	_____
HHHS:	_____	_____
OTHER – DESCRIBE:	_____	_____