

# SAMPLE

## THIRD PARTY PROVIDER AGREEMENT

### *Third Party Signs*

As a third-party provider ("Provider") at \_\_\_\_\_, (hereinafter referred to as "Residence"), I/we agree to adhere to the following:

1. Prior to working in the building provider has received and signed a copy of the residence handbook and reviewed policies as required by this agreement and the residence's Administrator.
2. The Provider will provide a criminal conviction/history check and registry review as required by state guidelines, or agency certifies that they have been completed.
3. The Provider will provide TB Clearance, or agency certifies that they have been completed
4. Provider is responsible for providing all services for which it was hired. The Administrator, who integrates the services you provide into the resident's Service Plan, will coordinate all provider services.
5. Provider will report to the Administrator on the same day any changes of condition noted in the resident's medical condition, any unusual occurrences, and/or the results of any services provided, medical appointments, or other observations made or information received. Provider may not leave the residence without making the report of medical condition and if necessary will contact the Administrator by telephone if the Administrator is out of the building.
6. Provider will record all appropriate information about the services provided and/or changes in the resident's condition immediately. The Administrator will provide Provider with instructions on documentation following Residence policies.
7. Provider will review with the Administrator any follow-up instructions that it wishes the Residence staff to implement and incorporate into the resident's Service Plan. Provider will familiarize itself with all of its client's service needs and preferences and report any potential conflicts with the plan of care, medication and/or treatment records.
8. The Residence nurse is responsible for monitoring all nursing services provided. Provider will notify the Residence nurse if/when delegation of any nursing task is proposed. If a Provider delegates a nursing procedure, the process must be documented according to the Residence's procedures for delegation and be within the state board of nursing rules and regulations on nurse delegation.

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9. Provider will follow applicable policies of the Residence. This includes smoking only in designated areas, violence free and non-solicitation. Parking also is permitted only in designated areas.
10. Provider may eat a meal while at the Residence, and must make arrangements with the Administrator (guest meals have a nominal charge of \$\_\_\_\_\_).
11. While in the building, Provider must abide by the Residence employee rules regarding attire. Provider must also wear a name badge for identification purposes to include the name of the caregiver and the agency.
12. Provider will support and adhere to our company's principles of choice, privacy, dignity, independence, and individuality while providing care to the resident in the residence.
13. If Provider accompanies a resident out of the building, the Provider must follow the procedures of the Residence for signing the resident and itself in and out of the building.
14. Providers are not allowed in the Residence kitchen.
15. Provider's children are not allowed in the Residence unless prior approval is obtained from the Administrator or they are visiting a resident at resident's request.
16. Provider must not solicit its clients on behalf of any other assisted living facility.
17. Provider must not solicit any employees of the Residence nor may the provider sell anything in the building, i.e., raffle tickets, Girl Scout cookies, etc.
18. The Provider shall indemnify and hold harmless the Residence, its members, principals, officers, directors, representatives, employees, legal counsel, predecessors, successors and assigns from and against any and all debts, obligations, losses, claims, liabilities, damages, deficiencies, actions, suits, proceedings, demands, assessments, orders, judgments, writs, decrees, costs and other expenses, including, without limitation, reasonable attorney's fees and accountant's fees, incurred by any of them in defending or compromising actions brought against them arising out of or related to the acts or omissions of the Provider or its personnel, agents contractors, any misrepresentation made by the Provider, or in the provision of services or performance of duties by the Provider pursuant to this Agreement, including any delivery of services to the Residence's residents.
19. Nothing in this Agreement contemplates or requires the referral of any client or patient to the Provider or to the Residence. This Agreement is not intended to influence the judgment of either the Resident, Provider or the Residence in

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choosing the Residence appropriate for the proper treatment and care of their respective residents or patients. Neither the Provider nor Residence shall receive any satisfaction or remuneration for referrals, if any. The parties hereto support a patient/resident's right to choose the medical or residential Residence of his or her choice. The parties specifically intend to abide by all federal and state anti-fraud and abuse laws.

20. Provider will maintain liability insurance with minimum coverage of One Million Dollars (\$1,000,000.00).
21. The provider will maintain WC insurance meeting the minimal state requirements.
22. Provider will obtain all necessary professional/occupation license issued by the state to provide services to its clients. The Provider will immediately notify the Residence if it should lose its license or become a target of an investigation by the state licensing authority.
23. Both parties recognize the importance of the HIPAA regulations in maintaining security, privacy and confidentiality of patient information. Therefore, to the extent that each party's business functions are governed by the HIPAA transaction, security and/or privacy regulations, each party shall have appropriate organizational and technical policies and procedures and safeguards in place to comply with the applicable provisions of the HIPAA regulations as they are enacted.
24. This Agreement shall not render the provider an employee, partner, agent of, or joint venturer with the Residence for any purpose. The Provider is and will remain an independent third party contractor in the Providers relationship to the Residence. The Residence shall not be responsible for withholding taxes with respect to the provider's compensation hereunder. The provider shall have no claim against the Residence hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Notice necessary under any provision of this agreement by the Provider should be given to the Administrator of the Residence by certified mail.

The person signing below on behalf of the Provider represents and warrants that they have the authority to enter into this agreement on behalf of the Provider.

We appreciate your cooperation in following these guidelines. If you have any questions or would like further information, please feel free to speak with the Administrator.

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I have read and understand the above stated guidelines for third-party providers.

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Signature of Third Party Provider Representative

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Date

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Agency Represented, if applicable

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Date

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Administrator Signature

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Date