

NAME OF HOSPITAL  
AND  
NAME OF MEDICAL RESPITE PROGRAM

This contract is made and entered into the \_\_\_\_ day of MONTH, YEAR (the "Agreement") by and between the NAME OF HOSPITAL located at HOSPITAL ADDRESS hereinafter referred to as "HOSPITAL ACRONYM" and NAME OF MEDICAL RESPITE PROGRAM hereinafter, referred to as the "Contractor." HOSPITAL ACRONYM and Contractor are hereinafter collectively referred to herein as the "Parties."

WITNESSETH:

Whereas, \_\_\_\_\_ Hospital desires a contractual relationship with the Contractor to provide medical respite care services; and

Whereas HOSPITAL ACRONYM believes the Contractor to be well able to undertake and perform such services for HOSPITAL ACRONYM, AND HOSPITAL ACRONYM desires to contract with the Contractor for the performance of such services as an independent contractor; and

Whereas, the Contractor is ready, willing and bale to provide such services;

Now, therefore, in consideration of the mutual agreement herein contained, and subject to the terms and conditions herein stated the parties agree as follows:

SERVICES TO BE PROVIDED:

Services are to be provided to homeless patients at \_\_\_\_\_ Hospital who meet the admission requirements of the Contractor's Medical Respite Care Program.

The Contractor shall operate and maintain medical respite care beds at ADDRESS OF MEDICAL RESPITE CARE FACILITY. The contractor is responsible for providing: 1) room and board at the MEDICAL RESPITE CARE FACILITY with 24 hour supervision and building security, 2) personal hygiene items and access to laundry facilities, 3) case management services that include assistance with patient transportation to appointments following hospital discharge, and 4) professional nursing services during regularly scheduled weekday hours (Monday through Friday).

Referrals:

- Contractor agrees to accept and maintain beds for two (2) patients as referred by HOSPITAL ACRONYM.
- HOSPITAL ACRONYM agrees to refer patients who meet admission criteria for the Medical Respite Care Program and provide Contractor with relevant client records for each patient prior to the onset of clinical responsibility on the part of the Contractor as outlined in Attachment A.

COORDINATION AND LIAISON:

The contractor agrees that during the term of this Agreement it shall fully coordinate all services hereunder with the designated HOSPITAL ACRONYM representative. Both parties agree to provide information about any changes in the patient's medical condition, treatment plan, or participation in the Medical Respite Care Program. The Contractor further agrees to allow HOSPITAL ACRONYM to review any of the procedures used by it in performing the services hereunder, and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder, in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement.

TERMS OF THE AGREEMENT:

The term of this Agreement shall commence MONTH DAY, YEAR and terminates on MONTH DAY, YEAR.

TIME IS OF THE ESSENCE:

The parties agree that in the performance of this terms, conditions, covenants, and requirements of this Agreement, time is of the essence.

PAYMENT:

In consideration for services provided by Contractor pursuant of this Agreement, HOSPITAL ACRONYM agrees to pay the Contractor \$2,500.00 (two thousand five hundred dollars) per month for 2 (two) beds at MEDICAL RESPITE CARE FACILITY, professional nursing, and case management services. Total contract amount will not exceed \$30,000. This amount will be paid to Contractor in 6(six) monthly installments by HOSPITAL ACRONYM upon receipt and approval of an invoice with backup financial documentation.

STATUS OF CONTRACTOR:

It is understood and agreed that the status of the Contractor shall be of an independent contractor. It is not intended, nor shall it be construed that the Contractor or any employees of the Contractor is an employee or officer of HOSPITAL ACRONYM.

CONFIDENTIALITY STANDARD:

HOSPITAL ACRONYM and the Contractor shall comply with all applicable standards, rules and regulations regarding confidentiality and treatment of patients as such may be related to their responsibilities. The Contractor agrees to hold in confidence all information and materials, pertaining to persons to which the Contractor may have access in performing its services pursuant to this Agreement, as required the HIPAA Privacy Regulation (45C.F.R. Parts 160 and 164), including without limitation, lists, charts and records, individual treatment plans, service plans and any other related information and materials regarding the identity, address, medical history and all other relevant information regarding persons receiving services from the Contractor or HOSPITAL ACRONYM.

TERMINATION OF AGREEMENT:

This Agreement may be terminated by HOSPITAL ACRONYM or by the Contractor upon 30 days of written notice. In the event of termination, HOSPITAL ACRONYM shall only reimburse the Contractor for services satisfactorily completed in accordance within this Agreement and performed prior to the date of termination.

ASSIGNMENT AND SUBCONTRACTING:

HOSPITAL ACRONYM is not obligated or liable under the agreement to any party other than the Contractor named herein. The Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations, or duties under this Agreement except upon prior written consent and approval of HOSPITAL ACRONYM, which consent and approval is absolutely at the discretion of HOSPITAL ACRONYM. Any assignment or subcontractual relationship between the Contractor and any other entity shall not be construed to create a contractual relationship between said entity and HOSPITAL ACRONYM and the Contractor shall remain fully responsible to HOSPITAL ACRONYM according to the terms of this Agreement.

APPLICABLE LAWS AND REGULATIONS:

The laws of STATE shall govern all the terms, conditions, and interpretations of this Agreement. HOSPITAL ACRONYM and the Contractor shall comply with all applicable federal statutes, regulations, and ordinances, including but not limited to the Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; and Executive Order 11-63 as amended by Executive Order 12259, and the Supportive Housing Program Implementing Regulations, 24 CFR Part 583.

NON DISCRIMINATION IN EMPLOYMENT AND SERVICE DELIVERY:

In connection with the delivery of services under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, religion, sex, age, national origin, sexual orientation or ancestry. The Contractor further agrees not to refuse services for any person otherwise eligible, solely because of race, creed, color, religion, sex, age, national origin, sexual orientation, or ancestry.

INDEMNITY:

The Contractor shall defend, indemnify, and hold harmless HOSPITAL ACRONYM, its successors and assignees, and its Directors, officers, agents, and employees from all claims, demands, suits, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs), actions or proceedings of any kind or nature, including but not limited to workers' compensation claims, resulting or arising from negligence or misconduct by the Contractor in the performance of this Agreement. HOSPITAL ACRONYM shall indemnify the Contractor from all claims resulting or arising from negligence or misconduct by HOSPITAL ACRONYM.

INSURANCE:

The Contractor shall provide to HOSPITAL ACRONYM at the time of execution of this Agreement adequate evidence of its general liability insurance, workers' compensation insurance coverage from an authorized insurance company or through an authorized self-insurance plan approved by the State of \_\_\_\_\_ and professional malpractice insurance as appropriate to the service provisions of this Agreement.

AUTHORITY:

This Agreement is upon execution a valid and binding obligation between the Contractor and HOSPITAL ACRONYM and making and performance of which has been duly authorized by all necessary corporate or official or other action, and will not constitute a violation of any laws or requirement imposed by a judicial or arbitral body or governmental instrumentality, nor the charter or by-laws of statute, ordinance or regulation controlling the Contractor, nor a default under any agreement or instrument by which it is bound or affected.

Neither the making nor performance of this Agreement requires the consent or approval of any governmental instrumentality or, if such consent or approval is required, such has been obtained.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

\_\_\_\_\_  
NAME OF HOSPITAL

\_\_\_\_\_  
NAME OF MEDICAL RESPITE PROGAM

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPED/PRINTED NAME

\_\_\_\_\_  
TYPED/PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## ATTACHMENT A

Patients are screened and admitted to the Medical Respite Care Program upon approval of the designated representative during the hours of 8:30am to 4:00pm, Monday through Friday.

### Patient Admission Criteria

1. Patient has an acute medical condition that can be effectively addressed within a limited amount of time.
2. Patient is currently homeless.
3. Patient is independent in all activities of daily living and able to ambulate and transfer independently with or without use of assistive devices.
4. Patient is continent of bowel and bladder.
5. Patient is not acutely intoxicated and is not likely to experience significant alcohol or drug withdrawal symptoms.
6. Patient is willing to comply with the rules and guidelines of the NAME OF MEDICAL RESPITE CARE FACILITY.
7. Patient is over the age of eighteen.

### Hospital Discharge Requirements

Hospital staff is required to:

- Screen patients for appropriateness of placement at NAME OF MEDICAL RESPITE CARE FACILITY based on the above outlined admission criteria.
- Obtain written patient authorization to share Protected Health Information with the NAME OF MEDICAL RESPITE CARE ORGANIZATION/ HCH PROGRAM.
- Provide intake and referral information including a completed respite request and referral form, copy of patient history and physical exam, medication list, and hospital discharge summary.
- Provide a minimum 3 day supply of all patient prescription medications, including PRN prescription pain medication.
- Provide all necessary medical supplies and/or durable medical equipment which may include, but is not limited to: oxygen, wheelchairs, canes, walkers, gauze dressings, tape, syringes, ointments, and IV lines.
- Arrange for patient transportation from the hospital to NAME OF MEDICAL RESPITE CARE FACILITY and provide patient with 2 bus passes for follow-up medical care at NAME OF HOSPITAL.
- Arrange for delivery of any needed oxygen supplies prior to patients' arrival at NAME OF MEDICAL RESPITE CARE FACILITY with regular delivery and pick-up of O2 cylinders while the patient is a participant in the Medical Respite Care Program.