

## EXHIBIT 289

*(Rev. 30, 12-15-07)*

### MODEL RECIPROCAL AGREEMENT BETWEEN STATES FOR SURVEY AND CERTIFICATION OF HOME HEALTH AGENCIES AND/OR HOSPICES

The State of \_\_\_\_\_ and the State of \_\_\_\_\_, in order to more effectively administer their survey and certification responsibilities relating *[home health agencies and/or hospices]* that provide services across state lines, agree as follows:

#### GENERAL

The State of \_\_\_\_\_ and \_\_\_\_\_ will coordinate the administration of the responsibilities under section 1864 of the Social Security Act with respect to *[home health agencies and/or hospices]* that are approved to provide services across state lines under a single Medicare agreement and/or number. In general, the States of \_\_\_\_\_ and \_\_\_\_\_ agree to cooperate and conduct their respective responsibilities related to these providers in a coordinated manner in order to promote streamlined operations and minimize unnecessary burdens on beneficiaries, providers, survey personnel of the states and the Center for Medicare & Medicaid Services (CMS).

#### PROCEDURES

The State of \_\_\_\_\_, where the approved provider issued the agreement/number is located, shall be referred to as the Primary State. The Primary State maintains the overall responsibility for coordinating all surveys, including initial surveys, re-surveys, revisits, and complaint surveys of providers providing services across state lines with the State of \_\_\_\_\_. The Primary State will also report the survey results and the certification recommendations to the CMS regional office responsible for the Primary State.

The Primary State and the State of \_\_\_\_\_ have agreed that the State of \_\_\_\_\_ will be responsible for conducting any necessary surveys of a practice location in State of \_\_\_\_\_. The Medicare survey findings of the practice location will be incorporated into the findings of the Medicare survey of the approved provider. The Primary State will notify the approved provider of the survey findings. It will also process any necessary termination or denials or other recommendations resulting from surveys by either state.

Both the State of \_\_\_\_\_ and the State of \_\_\_\_\_ will use CMS forms, guidelines, policies and instructions in processing surveys of providers that *operate* in more than one state.

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### STATE LICENSURE

1. The States of \_\_\_\_\_ and \_\_\_\_\_ will be responsible to ensuring that their respective state license laws including those related to licensure of personnel, certificate of need and any other applicable requirements relating to *[home health agencies and/or hospices] are met.*
2. The State of \_\_\_\_\_ and the State of \_\_\_\_\_ will use survey funds allocated by CMS as compensation for their costs related to a particular survey, re-survey, revisit or complaint survey of a particular provider.

### TERMS OF AGREEMENT

This agreement will remain in effect until terminated by mutual consent of the parties.