

## HOSPICE CARE SERVICE

KFHPWA operates a Medicare Certified Hospice, the KFHPWA Hospice Program (hereinafter referred to as “KFHPWA Hospice”), which is engaged in providing interdisciplinary home care services to terminally ill patients and their families as well as the coordination of short-term inpatient care and respite care; and

KFHPWA and Contractor mutually desire to preserve and enhance patient dignity and to promote the quality of life of patients suffering from terminal illness;

### **I. Purpose**

The purpose is to make available short-term inpatient care for pain control and acute and chronic symptom management and respite care through Contractor and to provide guidelines to assure the most appropriate and beneficial course of care for KFHPWA Hospice Patients receiving such services.

### **II. Definition of Terms**

KFHPWA Attending Physician	A Physician employed by or contracted by KFHPWA to provide medical care for Managed Care Members and who is authorized by KFHPWA to prescribe time-limited medical services for the Managed Care Member.
KFHPWA Hospice Patient	Any person who has elected the KFHPWA Hospice program and has designated the Hospice program to manage all care related to their terminal illness.
KFHPWA Hospice Medical Director or Hospice Physician	A KFHPWA Hospice employee who is a physician and assumes overall responsibility for monitoring the medical component of the KFHPWA Hospice Patient’s care program.
KFHPWA Hospice	<p>A Medicare certified program operated by KFHPWA which has a basic philosophy and approach to care that looks at the KFHPWA Hospice Patient and family as the unit of care; that promotes continuity of care efforts between care settings; that assures symptom management which focuses on the least invasive and most consistent intervention within a palliative philosophy; that assures a Plan of Care which anticipates problems and needs of KFHPWA Hospice Patients with terminal conditions; and that assures an approach to care which utilizes an interdisciplinary team with regularly scheduled team conferences.</p> <p>The program offers physical, emotional and spiritual comfort care for both the KFHPWA Hospice Patient and the family. Such services shall be palliative rather than curative in treatment goals and treatment methods.</p>
Home Health/Hospice Nurse	A professional Registered Nurse employed and designated by KFHPWA Hospice to coordinate the implementation of the plan of care for the KFHPWA Hospice Patient.
Hospice Nurse On-Call	A professional Registered Nurse employed by KFHPWA to receive telephone calls after business hours and provide authorization for necessary services. Telephone 1-800-254-7686.
Hospice Interdisciplinary Team	A group of KFHPWA Hospice employees or volunteers, consisting at a minimum of a physician, a registered nurse, a social worker and a spiritual counselor, which provides or supervises the care and services offered by KFHPWA Hospice.

Inpatient Respite Care	Short-term care in a SNF provided to the KFHPWA Hospice Patient to relieve the family members or other persons caring for the individual at home. Respite Care may be provided only on an occasional basis and may not be reimbursed for more than five (5) consecutive days at a time.
Inpatient General Care	Short-term care and procedures necessary for pain control, acute symptom management, and authorized terminal care provided in a SNF that meets KFHPWA Hospice qualification requirements.
Medicare Hospice Benefit	The benefit described in 42 CFR §418.02 now or as hereafter amended or redesignated.
Plan of Care	A written plan prepared for the KFHPWA Hospice Patient, containing an assessment of the KFHPWA Hospice Patient's needs, identification of services to be provided, and a detail or description of the scope and frequency of services needed to meet the KFHPWA Hospice Patient's and family's needs.

### **III. Services to be Provided by Contractor**

Subject to the terms and conditions herein, Contractor shall provide and KFHPWA Hospice shall reimburse for preauthorized Inpatient General and Respite hospice services in accordance with the Medical Coverage Agreement, if applicable, and/or the Plan of Care, as developed and amended from time to time by the Attending Physician, the KFHPWA Hospice Medical Director, and the Hospice Interdisciplinary Team.

Any such Inpatient General Care and Respite Care shall be provided under the following terms and conditions:

- A. Except as otherwise provided herein, Covered Services provided pursuant to this Agreement shall be made available to KFHPWA Hospice Patients twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Contractor shall make its best efforts to offer bed availability to KFHPWA Hospice as needed. If available and as appropriate, KFHPWA Hospice Patients requiring Inpatient General Care shall be provided all services and items required to be provided by Medicare Part A regulations to skilled nursing facility patients.
- B. Contractor agrees that Inpatient General and/or Respite Care requested by KFHPWA Hospice shall include all emergency care, nursing care, and other professional services, dietary services, housekeeping services, laboratory services, radiology, respiratory, pharmacy services, and other ancillary services. Contractor shall have oxygen and durable medical equipment available for KFHPWA Hospice Patients as needed.
- C. Contractor shall ensure that staffing includes a registered nurse who is available twenty-four (24) hours per day to provide direct patient care, which is deemed acceptable by KFHPWA Hospice, subject to its review.
- D. Contractor shall ensure that each KFHPWA Hospice Patient receives treatments, medications, and diet as prescribed, and is kept comfortable, clean, well groomed, and protected from accident, injury and infection, all in accordance with procedures which have been reviewed and approved for these purposes by KFHPWA Hospice.
- E. Contractor shall ensure its staff observes, records, and reports to appropriate member(s) of the Hospice Interdisciplinary Team, on a regular basis, and in accordance with procedures established by KFHPWA Hospice and Contractor, the KFHPWA Hospice Patient's response to treatment and any changes in his/her condition.

- F. Contractor shall provide access and unrestricted visiting privileges (including visits by children of all ages) for KFHPWA Hospice Patients twenty-four (24) hours a day, three hundred sixty-five (365) days a year.
- G. Contractor shall allow members of the Hospice Interdisciplinary Team, as identified in the Plan of Care, to attend, counsel, treat (if have SNF privileges), and serve KFHPWA Hospice Patients who are hospitalized pursuant to this Agreement. Contractor will allow members of the Hospice Interdisciplinary Team to document in the facility medical record.
- H. Contractor shall make its best efforts to provide physical space for private visiting between KFHPWA Hospice Patients and their families, and accommodations for family members to remain with the KFHPWA Hospice Patient throughout the night and for family privacy after a KFHPWA Hospice Patient's death. Décor which is homelike in design and function shall be allowed in the KFHPWA Hospice Patient's room if they are in accordance with Contractor's safety policies.
- I. Contractor agrees that no KFHPWA Hospice Patient shall be involved in research or participate in or otherwise be subject to any experimental or investigation procedures conducted by Contractor unless an authorized representative of KFHPWA and the KFHPWA Hospice Patient have given prior written authorization.
- J. Nothing in this Agreement shall require Contractor to render services or to take part in processing of claims for any services which would violate its religious or ethical principles.

#### **IV. KFHPWA Responsibilities**

- A. Determination of eligibility for Hospice Respite and Inpatient General will be made by KFHPWA Hospice representatives according to inpatient General or Respite criteria. Authorization will be completed by KFHPWA Hospice representative.
- B. Admission Process

All KFHPWA Hospice admissions to Contractor for Hospice Respite and Inpatient General must be authorized in advance by a KFHPWA Hospice designated member of the KFHPWA Hospice Interdisciplinary Team and admitted to the care of the KFHPWA Hospice Medical Director or KFHPWA Attending Physician. In the event Contractor fails to obtain prior authorization for admission, Contractor agrees not to bill or seek reimbursement from KFHPWA Hospice, for the period until the admission is authorized, or the KFHPWA Hospice Patient for any part of the admission.

The admission process will include:

  - KFHPWA shall contact the Admissions Office of Contractor to relate request for planned Hospice Admission and all medical, psychosocial, and intake information regarding the KFHPWA Hospice Patient.
  - KFHPWA shall provide letter to patient explaining the benefit.
  - Contractor will notify KFHPWA Hospice within **twenty-four (24)** hours for Hospice Respite admissions and within **four (4)** hours for Inpatient General admissions of bed availability and planned admission time and will initiate its usual admission process.
- C. Documentation

KFHPWA Hospice shall provide an initial transfer summary and the Physician Orders for each KFHPWA Hospice Patient at the time of admission. KFHPWA Hospice Patients will be instructed to bring their current medications and in-home medication profile. Within **twenty-four (24) hours**, KFHPWA Hospice will deliver to the Contractor copies of the following:

  - Current Hospice Plan of Care
  - Medication Profile
  - Hospice Initial Assessment

- History and Physical completed within five (5) days prior to admission
- PASSR screen completed

D. Care Coordination

1. The Hospice Nurse shall coordinate the services provided to the KFHPWA Hospice Patient by reviewing the Plan of Care and scheduling Hospice Interdisciplinary Team meetings as necessary, at mutually agreed upon times and locations, which shall also be attended by Contractor's staff caring for the KFHPWA Hospice Patient.
2. Contractor will assure that the Plan of Care is implemented and that services provided conform to the Plan of Care. Contractor shall assure that its staff shall not carry out orders that are inconsistent with the Plan of Care unless a designated representative of the KFHPWA Hospice Interdisciplinary Team has countersigned or verbally agreed to the order. Contractor agrees that the Plan of Care and any other appropriate KFHPWA Hospice forms for management of care will be made part of the KFHPWA Hospice Patient's medical record.
3. Contractor will communicate to the Hospice Interdisciplinary Team any changes in the KFHPWA Hospice Patient's condition that would necessitate a revision or alteration in the Plan of Care. KFHPWA Hospice shall communicate to Contractor any changes in the Plan of Care. KFHPWA Hospice will provide Contractor with current information regarding individuals who are authorized to approve the Plan of Care. After written notice of Contractor of a change in the Plan of Care, neither KFHPWA Hospice nor the KFHPWA Hospice Patient shall be financially liable for any non-authorized services delivered thereafter.
4. KFHPWA Hospice shall provide appropriate training to Contractor's personnel who will be providing services to KFHPWA Hospice Patients upon request.
5. Contractor agrees that no KFHPWA Hospice Patient shall be transferred to another facility without the approval of the attending physician, the KFHPWA Hospice Medical Director, or designee, and the Hospice Nurse.

V. **Discharge Planning**

- A. Contractor shall be jointly responsible with KFHPWA for all discharge planning with approval of plan by the Hospice Nurse. Discharge plans shall be initiated prior to admission to SNF.
- B. Upon mutual agreement and consent of both KFHPWA Hospice and Contractor, KFHPWA Hospice Patients will be considered for discharge when they have completed their respite stay or no longer require general inpatient care (medical condition improved and continuous skilled care no longer needed); they request transfer to home; or they are unable or unwilling to cooperate with Contractor in meeting KFHPWA hospice goals and objectives.
- C. KFHPWA Hospice will arrange for the transfer home, including the scheduling of ambulance, if necessary.
- D. At the time of transfer, Contractor will send with the KFHPWA Hospice Patient a transfer summary, the patient's own medications, and his/her medication profile.
- E. If discharge occurs by death, Contractor will notify the Hospice Program or the On-Call Visiting Nurse immediately so that coordination of bereavement services may begin. KFHPWA Hospice will retain responsibility for bereavement services.

- F. At the request of KFHPWA Hospice, a copy of the KFHPWA Hospice Patient's medical record shall be provided to KFHPWA Hospice at the time of the KFHPWA Hospice Patient's discharge from Contractor or at other times as may be requested by KFHPWA Hospice in order to exercise its professional or fiscal management responsibilities. A copy of the discharge summary shall be sent to KFHPWA Hospice in a timely manner following KFHPWA Hospice Patient discharge, but in no event shall payment be made to Contractor for services rendered prior to receipt of such discharge summary by KFHPWA Hospice.