

**AGREEMENT
FOR
HOSPICE CARE**

**AT INTERMEDIATE CARE FACILITIES,
COMMUNITY RESIDENCES OR INDIVIDUAL RESIDENTIAL
ALTERNATIVES BETWEEN THE _____ COUNTY Chapter, NYSARC, INC. AND
_____ HOSPICE.**

This Agreement is cooperatively entered into, effective on the date of its proper execution by both parties, and remaining continuous until revised or terminated, by and between _____ Hospice, located at _____, hereinafter referred to as Hospice and the _____ County Chapter, NYSARC, Inc. hereinafter the "Chapter" located at _____.

WHEREAS, Hospice is an Article 40 Medicare and Medicaid Certified Hospice in the State of New York desirous of meeting the needs of terminally ill persons throughout its service area; and

WHEREAS, these needs include the needs of terminally ill individuals residing in Intermediate Care Facilities (hereinafter referred to as ICFs), Community Residences (hereinafter referred to as CRs) and Individualized Residential Alternatives (hereinafter referred to as IRAs).

WHEREAS, the Chapter operates ICFs, CRs and IRAs in _____ County and is desirous of meeting the needs of mentally retarded and developmentally disabled persons in _____ County; and

WHEREAS, Hospice and the Chapter mutually desire to enter into a formal Agreement for the provision of Hospice Care to mutually identified persons who shall be Hospice patients and who shall reside in ICFs, CRs and IRAs within _____ County;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is hereby agreed that this Agreement shall cover an indefinite period of collaboration between Hospice and the Chapter, beginning upon due execution by both parties, to provide Hospice Care and Residential Care for terminally ill persons mutually accepted by both parties pursuant to the following terms and conditions:

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FIRST: As used in this Agreement:

- 1A. "Hospice Plan of Care" shall mean the plan of care developed for a Hospice Patient that is developed through mutual cooperation by Hospice and by the Chapter . The development and amendment of this plan will be done with attention to the protocols of Hospice and in accordance with the policies and procedures of the Chapter .
- 1B. "Hospice Care" shall mean:
- I. Routine Home Care which is the provision of Hospice Services to an individual not in need of Continuous Home Care or General Inpatient Care; or
 - ii. Continuous Home Care which is the provision of shift care (at least 51% nursing) to an individual on Routine Home Care in need of shift care in order to manage a medical crisis and in lieu of hospitalization;
 - iii. General Inpatient Care shall be understood as acute or hospital care for symptom management at a hospice contracted facility; or
 - iv. Inpatient Respite Care shall be understood as respite care provided at a hospice contracted facility for a predetermined period of time (maximum of 5 days).
- 1C. "Patient" shall mean a person to be addressed by this contract who is receiving service as defined by Hospice and by the Chapter . This acknowledges that in the nomenclature of the Chapter this person is referred to as an Individual.
- 1D. "Utilization Review" as it is used in relation to the Chapter shall mean the utilization review process specific to each site as prescribed by relevant Office of Mental Retardation and Developmental Disabilities regulations.
- 1E. "Residence" shall mean an Intermediate Care Facility (ICF), Community Residence (CR), or an Individualized Residential Alternative (IRA) that is licensed and operated by the Chapter.

SECOND: Both Hospice and the Chapter recognize and acknowledge that terminally ill persons, their families and Chapter staff have special needs, arising from the physical, emotional, spiritual, and social dimensions of death and dying.

THIRD: ADMISSION POLICIES

- 3A. Admission to Hospice for individuals living at a residence shall be in

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accordance with the current Admission Policies and Procedures of Hospice, the Chapter , and applicable state and federal laws and regulations.

- 3B. Hospice evaluations for persons currently living at a residence shall be arranged by Hospice staff in collaboration with the Chapter Program Planning Team leader (or designee) and the patient's family who will provide input to the plan of care if the resident is admitted to Hospice. A joint care plan will be developed as indicated in paragraph 4G.
- 3C. Criteria for admission to Hospice Care for a patient living at a residence shall be the following:
- i. The patient's illness is in the final stages, with a life expectancy of 6 months or less, as documented by the patient's physician's written certification and the concurrence of the Hospice Medical Director.
 - ii. Only palliative care (i.e., supportive, comfort care) is deemed appropriate and is the focus of medical care available to patients through Hospice. If the patient or someone acting on his/her behalf and his/her physician seek definitive curative treatment or any other treatment outside the scope of palliative care as defined by Hospice, such care must be sought outside of Hospice.
 - iii. For patients with Do Not Resuscitate orders; those patients do not seek measures to prolong life after its natural end.
 - iv. The patient is a current resident of an ICF, CR or IRA or will soon be admitted to such residence.
 - v. The patient's attending physician authorizes Hospice Care for the patient.
 - vi. The patient, or his/her health care agent, or any person acting on his/her behalf, is fully informed and gives his or her written consent to participation in the Hospice program while living at the residence. This consent shall clearly identify the rights of Hospice personnel and volunteers to have appropriate access to the patient's clinical record. Such written consent shall be made part of the patient's clinical record.
 - vii. The patient, the patient's attending physician, and the Chapter all agree to utilize a Hospice-affiliated hospital should General Inpatient Care become necessary for patients during their stay on Hospice.
 - viii. The Agreement to provide Hospice Care between Hospice and the

Chapter is active and in force.

- 3D. A family area shall be made available in accordance with hospice policy.
- 3E. The beds utilized for Hospice Care in the residence shall be already certified beds and shall be included in the residence's Fire and Accident Prevention, Emergency, and Disaster Plans.

FOURTH: SERVICE PROVISION POLICIES

- 4A. Hospice patients in the residence shall be clearly identified so that all Hospice personnel with a need to know are aware that the individual is a Hospice patient and have easy access to the Hospice plan of care. This also will assure that Hospice personnel and volunteers do not inappropriately have access to non-Hospice charts. Confidentiality will be protected, in keeping with applicable State and Federal statutes and regulations.
- 4B. Hospice patients at the residence will be cared for under the Hospice Plans of Care, which **shall be** attached to copies of this Agreement as Attachment I.
- 4C. The residential services provided by the Chapter shall include the following:
 - I. Provision of a room.
 - ii. Dietary service, including special items to meet dietary requirements and assistance with feeding if necessary.
 - iii. Basic personal care services, including assistance with activities of daily living, cleaning, and recreation/leisure activities.
 - iv. 24-hour availability of a registered nurse.
 - v. Personal care supply items.
 - vi. Clothing and laundry services.
 - vii. Prescription and non-prescription drugs not related to the terminal illness, and assistance with the administration of all medications.
 - viii. Telephone accessible to the resident
 - ix. Supervision and assistance in the use of durable medical equipment and prescribed therapies.
 - x. Other services and furnishings related to the basic room, board, and

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care of the resident.

- xi. Supervision of above services and any other services provided by the Chapter at the residence as agreed upon between the Chapter and the Hospice team.

These services shall be broadly classified for the purposes of this Agreement as ROOM AND CARE SERVICES.

4D. Hospice Routine Home Care shall include the following services, provided on an as-needed basis according to a Plan of Care established by the Hospice Team:

- i. Pharmacy, Oxygen, Medical Supplies, Laboratory Services, and Medical Equipment related to the care of the terminal illness of the patient. These shall be included as needed in the Hospice Plan of Care and where applicable, and available, purchased or rented from the Chapter through the daily rate.
- ii. Visits to the residence by the Hospice staff nurses.
- iii. Visits to the residence by Hospice social workers.
- iv. Visits to the residence by Hospice counselors, including pastoral counselors and dietary counselors.
- v. Visits to the residence by Hospice home health aides.
- vi. Visits to the residence by Hospice Volunteers for companionship to the patient. Services provided by the volunteer may include reading to the patient, writing letters or assisting with other forms of correspondence for the patient, wheeling the patient to the dining room or recreation area. The Hospice volunteer cannot provide physical care such as bathing, toileting or transferring the patient in and out of the bed without having received appropriate training. The Hospice volunteer cannot provide food or drink to the patient without first checking with the residence staff to be sure it is acceptable.
- vii. Visits to the residence by Hospice Therapists and other ancillary therapies that the Hospice is licensed to provide in the State of New York.
- viii. Visits to the residence by the Hospice Physician or Medical Director.
- ix. Other physician or psychological consultation services.

xi. Bereavement services.

- 4E. Pharmacy service arranged for or provided by the Chapter shall be available 24 hours per day and acceptable to Hospice (i.e., have available the types and quantities of pharmacy items typically used in Hospice care). Hospice pharmacy services must be provided by a pharmacy that contracts with Hospice and is acceptable to the Chapter .
- 4F. All services shall be specified as to type and frequency in the Hospice Plan of Care. This plan shall be developed in accordance with applicable State and Federal Regulations. The plan will represent an agreement of the Hospice Inter-disciplinary Team and the Chapter Program Planning Team. The plan will be medically authorized as necessary.
- 4G. The initial Plan of Care will be developed by Hospice and be in effect during the period of provision of Hospice services. It shall be established within 24 hours of admission to Hospice. The Hospice Team shall develop a comprehensive Hospice Plan of Care within 48 hours (excluding weekends and holidays) of the admission to Hospice.

This Plan of Care will then be coordinated with the individual's Individual Program Plan (IPP) in accordance with protocols described in this Contract. This coordination will yield a single Hospice Plan of Care as stated previously.

- 4H. The establishment of the initial Hospice Plan of Care shall involve a home visit to the residence, at which time a thorough assessment of the patient will be performed by a Hospice RN.
- 4I. The Hospice Plan of Care shall be reviewed as needed, but not less frequently than every other week by the Hospice Team, which includes the designated Chapter Program Planning Team representatives.

If the Hospice team recommends changes in the Hospice Plan of Care, the Hospice team will document and report these changes to the Chapter Planning Team through the individual's Service Coordinator. Changes will be documented and implemented with revision to the joint plan of care.

- 4J. If a patient is in need of medical treatment not related to the terminal illness, the patient shall be notified of such proposed medical care. If agreeable to treatment, Hospice and the Program Planning Team will collaboratively plan for and arrange appropriate care. The patient need not revoke his or her hospice election, unless the intent of treatment is life prolonging, non-palliative in nature. Upon completion of the course of such treatment, if hospice care is desired and patient meets admission criteria, hospice services shall resume pursuant to this agreement. The Hospice Team and

the Program Planning Team will jointly develop a new Hospice Plan of Care.

- 4K. Because Hospice has a 24-hour responsibility, but not necessarily a 24-hour presence, it is understood that Hospice physician services, nursing services, and pharmacy services shall be available on a 24-hour basis through the use of the Hospice on-call system. The Chapter shall access this system under the following circumstances:
- I. Serious change in patient's condition.
 - ii. Change in physician's order is needed.
 - iii. Patient, relative or advocate request to speak to a Hospice representative.
 - iv. Consultation or question concerning the existing Hospice Plan of Care by Chapter staff.
 - v. Perceived need for support by patient, patient's family, patient's advocate or Chapter staff.
 - vi. Death of the patient.
- 4L. Each Hospice patient in the Chapter shall have an attending physician identified prior to his or her admission to Hospice. This attending physician must be acceptable to the patient, or his or her surrogate to Hospice and to the Chapter. In a residence, the attending physician may be a community physician or a Chapter staff physician may serve as attending physician.

FIFTH: In instances of permanent patient transfer or discharge from the residence but not discharge from Hospice, the Chapter shall follow its usual and customary discharge planning policy and procedures with full cooperation from Hospice. The discharge shall be effective on a mutually agreed upon date.

SIXTH: RECORD KEEPING

- 6A. The Chapter shall maintain clinical records for each Hospice patient receiving services at the residence pursuant to this Agreement. This record shall contain all clinical progress notes describing all patient services and events, as well as a copy of the Hospice Plan of Care. This record shall be flagged as Hospice for easy identification by the Hospice and Chapter staff.
- 6B. Also contained in the clinical record shall be all pertinent Hospice documents related to the management of services called for in the Hospice Plan of Care. This shall include a record of Hospice personnel involved in the care of the patient, procedures for accessing the 24-hour Hospice on-call system,

information on all medications, physicians orders, Standing Orders (including do-not-resuscitate), and any other information requested by Hospice to be contained in the Chapter 's clinical record.

- 6C. The Chapter will make available to Hospice copies of the patient's clinical record upon request. Upon discharge from the Chapter or upon discharge from Hospice, the Chapter will send to Hospice a copy of the Discharge Summary.
- 6D. Both the Chapter and Hospice shall hold in strict confidence all patient records. The disclosure of patient information and data contained in such records shall be governed by the applicable statutes of law, by the written directives of the patient or the patient's legal representative, and by the existing policies and procedures relating to disclosure of confidential information by the Chapter and by Hospice, including the policies and procedures regarding HIV information disclosure.
- 6E. Authorized representatives of the Chapter shall have access to all materials included in the Hospice Medical Record and authorized representatives of Hospice shall have access to all materials included in the Chapter 's clinical record, subject to the applicable statutes of law, the written directives of the patient or the patient's legal representative, and the existing policies and procedures of the organization, including the policies and procedures regarding HIV information disclosure.

SEVENTH: QUALITY ASSURANCE AND UTILIZATION REVIEW

- 7A. The services provided by both parties to Hospice patients in the residence shall be included in the ongoing processes of Quality Assurance and Utilization Review conducted by both organizations. Problems and issues identified in both programs shall be communicated on a timely basis between the Hospice Patient Care Coordinator and the Chapter Executive Director or designee.
- 7B. Each party shall have the right to request participation in its own ongoing Quality Assurance and Utilization Review activities by a clinical representative of the other party.
- 7C. Findings involving issues and problems that require clinical or administrative intervention shall be put in writing by the identifying party and responded to in writing by the receiving party on a timely basis, so that all problem solving and corrective actions can take place within the written time-tables called for in each party's policies and procedures governing its own Quality Assurance and Utilization Review activities.

EIGHTH: ORIENTATION AND INSERVICE EDUCATION

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- 8A. Chapter staff responsible for providing services to Hospice patients shall complete an appropriate orientation and receive inservice education from Hospice staff on issues related to terminal illness, as well as policies and procedures related to this Agreement. The specific objectives will be as follows:
- I. To familiarize Chapter staff with the Hospice concept and philosophy of care.
 - ii. To familiarize Chapter staff with all policies and procedures related to this Agreement and to providing Hospice services to Chapter individuals.
 - iii. To familiarize Chapter staff with the forms, documents, and record keeping requirements in use by Hospice and by the Chapter in caring for patients under this Agreement.
 - iv. To familiarize Chapter staff with methods of comfort, pain control, and symptom management used in Hospice.
 - v. To familiarize Chapter staff with Hospice Inpatient Protocols and Patient/Family Rights.
 - vi. To facilitate understanding, familiarity, and cooperation between the staff of the Chapter and the staff of Hospice.
 - vii. To assist Chapter staff and consumers in recognizing their own feelings, reactions, strengths and limitations in dealing with dying persons, and with death and dying.
 - viii. To develop common strategies for meeting one's own needs in caring for terminally ill persons; and to clarify support, inservice education, and supervision available to assist with meeting those needs.
 - ix. To answer specific questions and other concerns and issues that may arise in implementation of this Agreement.
- 8B. Each party shall designate one person to plan, schedule, and coordinate the Hospice orientation and inservice education program.
- 8C. The Chapter shall maintain a record of the attendance of each of its staff in the orientation and inservice education program.
- 8D. To the extent possible, the Hospice staff responsible for providing services to the Hospice patient/Chapter individual, including volunteers, shall complete

a minimum of 3 hours of orientation and inservice education as needed. The purpose of the orientation and inservice education is to provide Hospice staff with an understanding of Chapter residences and with procedures called for in this Agreement. Specific content areas to be included in this orientation are the following:

- i. To familiarize Hospice staff with the Chapter concept and philosophy of care.
 - ii. To familiarize Hospice staff with forms, documents, and record keeping requirements in use by the Chapter and by hospice in caring for the patient under this Agreement.
 - iii. To familiarize Hospice staff with Chapter and OMRDD expectations and regulations with respect to individual rights and the abuse, neglect and mistreatment reporting requirements.
 - iv. To familiarize Hospice with Chapter residential site fire, safety, and disaster procedures.
 - v. To facilitate understanding, familiarity and cooperation between the staff of the Chapter and the staff of Hospice.
 - vi. To answer specific questions and other concerns and issues that may arise in the implementation of this Agreement.
- 8E. Each party shall designate one person to plan, schedule, and coordinate the Chapter orientation and inservice education program.
- 8F. Hospice and the Chapter Human Resources Department shall maintain a record of the attendance of each of its staff in the orientation and inservice education program. The parties agree to share training records that may be required by regulation to document completion of training.

NINTH: FAMILY INVOLVEMENT

- 9A. Both Hospice and the Chapter affirm that the desirability of maximum involvement and participant of any family members and close friends of the patient in patient's daily life during their stay on Hospice and in the residence.
- 9B. Family members of all ages shall have round-the-clock visiting privileges for Hospice patients.
- 9C. Adequate space will be provided for patient and family visits. Space will be provided for overnight stays by the family.

- 9D. Visiting family shall have access to food preparation equipment to heat up home cooked food for the patient.
- 9E. It is acknowledged that both the patient and his or her family members are able to participate in the care of the patient, if appropriate and desired.
- 9F. After death, the family will be allowed private time with the decedent, if desired.

TENTH: FINANCIAL CONSIDERATIONS

10A. For patients living in Individualized Residential Alternatives (IRAs) or community residences, Hospice will bill for any hospice services rendered as if the patients were living in their own private homes. No special billing arrangements are required.

10B. For patients living in a community Intermediate Care Facility (ICF), the full per diem will be billed to Hospice by the community agency business office on a monthly basis. For Hospice Medicaid patients, Hospice will pay the community agency 95% of the community ICF's per diem rate, less the monthly Net Available Monthly Income (NAMI) (patient contribution), if any. This amount will include the Room and Care Services provided by the community agency and any Hospice Services that are directly provided by the community agency. Hospice Services directly provided by the community agency will include any services in the Hospice Plan of Care that are usually provided when medically necessary by the community agency. This includes pharmacy items, medical supplies and equipment, therapy services, oxygen, feeding and suctioning devices, etc.

For Medicaid patients, the community agency agrees not to bill Medicaid for the community ICF residential daily rate and not to bill the patient's personal liability for any services included in the ICF per diem, except for the NAMI, or Hospice Care.

10C. When billing Hospice for Medicaid patients, the NAMI amount will be deducted from the daily amount due to the community agency from Hospice.

10D. For patients living in a community ICF who are dually eligible for Medicare and Medicaid benefits, Hospice will bill Medicare for any Hospice Services rendered, and Hospice will bill Medicaid for the ICF per diem. The ICF per diem charges will be billed to Hospice by the community agency on a monthly basis.

10E. If non-Medicaid patients are served under this Agreement, the patient must make payment arrangements with Hospice and the business office of the community agency in advance. If the patient has other insurance to assist

with private pay responsibilities, the business office of the community agency and Hospice will work with them to maximize the patient's existing insurance coverage. In these cases, the billing and collection arrangements will be individually handled by the party involved and the patient.

The community agency agrees to collect any patient payment contributions and to maintain an accounting of the patient's financial contribution.

ELEVENTH: All Hospice and Chapter personnel providing services to patients under this Agreement shall have and maintain on a current basis all appropriate licenses, certifications, and other legal requirements qualifying them to deliver such services in the State of New York. Such licenses and certifications, and documentation of other requirements, shall be maintained in the personnel record of the party which employs the staff person. These parts of the personnel record shall be accessible for review by the other party for verification of qualifications upon request.

TWELFTH: This Agreement shall be null and void should either party fail to maintain its license, or operating certificate as a Hospice or OMRDD-certified residential facility.

THIRTEENTH: Hospice volunteers serving on particular case pursuant to the Hospice Plan of Care shall be allowed full access to the patient record as agreed to by the patient or, where informed consent is not possible, by the Chapter Executive Director or designee. Such volunteers are considered non-paid staff, and shall be properly identified to DDSO staff when on the premises. Hospice volunteers shall also be enrolled as volunteers of the Chapter and shall be subject to all applicable Chapter and OMRDD policies and regulations pertinent to volunteers.

FOURTEENTH: The medical director and/or staff physician of the Hospice shall be given staff privileges at the ICF or DC, upon proper procedural qualifications by the Chapter. S/he, however, will not act as the attending physician of the patient unless such arrangement is approved in advance by both Hospice and the Chapter. All Hospice admissions to a residence must be authorized by the patient's attending physician, by the Hospice Team, and by the Chapter. One physician, to be designated by the patient and accepted by the Chapter and by Hospice, shall be the attending physician of the patient during their stay in the residence while on Hospice.

FIFTEENTH: Hospice retains professional management responsibility for all Hospice services. The Chapter agrees to abide by, and provide services in compliance with the Hospice Plan of Care, as defined earlier in the contract. The Chapter agrees to cooperate with Hospice in formulating the Hospice Plan of Care. Further, neither the Chapter nor Hospice will seek physician orders that are inconsistent with Hospice Plan of Care.

SIXTEENTH: In case of emergencies, appropriate treatments may be rendered pursuant to physician orders. In these emergency cases, Hospice will be contacted at the

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earliest possible time.

SEVENTEENTH: Both Hospice and the Chapter agree to obtain the approval of the other in advance of any public relations or publicity regarding this Agreement or any services or activities related to this Agreement.

EIGHTEENTH: Each party shall be responsible for the direct employment and supervision of its employees performing services pursuant to this Agreement. Nothing in this Agreement shall be construed as establishing an employer-employee relationship between Hospice and employees of the Chapter assigned to Hospice patients in the Chapter, or vice versa.

NINETEENTH: This Agreement shall remain ongoing. Request for review and modification may be made by either party by written notice to the other. Termination may be made by either party upon 60 days' written notice in advance.

TWENTIETH: For all Hospice patients in the Chapter, a professional staff person from Hospice shall visit at least once a week to ensure conformance with the Hospice Plan of Care. Such weekly visit will include discussion of the case with the client coordinator, registered nurse or designee.

TWENTY-FIRST: Notwithstanding any other provision in this contract, Hospice remains responsible for:

- 21A. Ensuring that any Hospice service provided pursuant to the contract complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 21B. Planning, coordinating, and ensuring the quality of all Hospice services provided; and;
- 21C. Ensuring adherence to the plan of care established for patients.

TWENTY-SECOND: Notwithstanding any other provision in this contract, the Chapter remains responsible for:

- 22A. Ensuring that any service provided by the Chapter pursuant to the contract complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 22B. Planning, coordinating, and ensuring the quality of all services provided by the Chapter;
- 22C. Ensuring cooperation by Chapter staff in the adherence to the plan of care established for patients.

TWENTY-THIRD: Hospice shall carry active liability insurance policy at a minimum

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limit of \$1,000,000 per occurrence naming NYSARC, Inc. as additional insured.

TWENTY-FOURTH: Hospice shall not be liable under any contract or obligation of the DDSO, except as otherwise provided pursuant to this Agreement, or for any act or omission of the DDSO's employees or agents.

TWENTY-FIFTH: The Chapter shall not be liable under any contracts or obligations of Hospice, except as otherwise provided pursuant to this Agreement, or for any act or omission of Hospice or Hospice's officers, employees, or agents. Hospice agrees to indemnify and hold harmless the Chapter for any and all losses, damages, costs, and expenses that are caused by or arise out of any omission, fault, negligence, or other misconduct by Hospice, its officers, employees, independent contractors, or volunteers who are also enrolled as volunteers with the Chapter in connection with this Agreement.

TWENTY-SIXTH: Both Hospice and the Chapter recognize and acknowledge the rights of all the Chapter individuals, including their rights to privacy. These will be considered in implementing all the terms of this Agreement. Issues that arise in relation to this concern will be brought to the attention of Hospice by the Chapter and to the attention of the Chapter by Hospice in order that a resolution that meets the rights of all residents may be arrived at.

TWENTY-SEVENTH: Hospice will abide by all applicable regulations affecting the Chapter and OMRDD-certified residential facilities.

IN WITNESS WHEREOF, the parties hereunto have executed this collaborative AGREEMENT, on _____
(date)

(Print Name)

Executive Director

(Print Name)

Hospice Administrator

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