CONTRACTS WITH SKILLED NURSING FACILITIES

NHPCO Standard(s): BOD Approval/Review 05/08/18
Regulatory Citation(s): COPs 418.112, 10 NYCRR 794.8

POLICY

High Peaks Hospice (HPH) services will not be provided to residents of a skilled nursing facility (facility) unless there is a signed agreement with the facility. The HPH program does not unlawfully influence the referral of patients in facilities. Care provided to facility residents is in accordance with accepted standards of practice and is carefully coordinated with facility staff. HPH retains professional management responsibility for hospice services provided under arrangement and ensures that they are furnished in a safe and effective manner.

PROCEDURE

1. Contracts will be in writing

   A. The contents of the written agreement shall include but is not limited to:
      1) Medicare and Medicaid certification requirements for both HPH and facility
      2) HPH and facility’s mutual desire for a formal agreement
      3) Statement of recognition and acknowledgment of the rights of all the facility residents, including their right to privacy, using both HPH’s Patient/Family Bill of Rights and the facility’s Statement of Residents Rights
      4) Description of Respite Care provision
      5) Admission policies
      6) Service provision policies
      7) An agreement that HPH will retain professional management for all plan of care services, and is responsible for the appropriate course of hospice care, including the determination to change the level of services provided.
      8) Delineation of HPH’s responsibilities, which include, but are not limited to the following:
         a) Providing medical direction and management of the patient
         b) Nursing, counseling (including spiritual, dietary and bereavement), social work, provision of medical supplies, durable medical equipment and drugs necessary for the palliation of pain and symptoms associated with the terminal illness and related conditions
         c) All other hospice services that is necessary for the care of the resident’s terminal illness and related conditions.
      9) Notification of HPH if any of the following occur:
a) a significant change in a patient’s physical, mental, social or emotional status occurs,
b) Clinical complications appear that suggest a need to alter the plan of care
c) A need to transfer a patient from the facility and HPH makes arrangements for, and remains responsible for, any necessary continuous care or inpatient care necessary related to the terminal illness and related conditions
d) a patient dies

10) Discharge policies

11) Record-keeping policies

12) Manner of Communication between HPH and facility to ensure that the needs of patients are addressed and met 24 hours a day

13) Quality Assurance policies

14) HPH responsibilities to ensure conformance with each patient’s plan of care, ensuring that all services provided comply with all pertinent provisions of federal, state and local statutes, rules and regulations, ensuring quality of all services provided and ensuring adherence to the plan of care established for patients.

15) Orientation to Hospice philosophy and In-service education

16) Family Involvement Policy

17) An agreement that the facility is responsible to continue to furnish 24 hour room and board care, meeting the personal care and nursing needs that would have been provided by the primary caregiver at home at the same level of care provided before hospice care was elected.

18) Provision that the facility staff can be used by HPH where permitted by state law and as specified by the facility to assist in the administration of therapies included in the plan of care only to the extent that HPH would routinely use the services of a hospice patient’s family in implementing the plan of care.

19) Description of requirements for all HPH and facility personnel providing services to HPH facility residents

20) Description of agreement for staff privileges for HPH Medical Director and patient’s authorized attending physician

21) HPH and facility must agree to obtain approval of the other in advance of any publicity regarding an agreement or any services or activities related to an agreement

22) Description of direct employment and supervision responsibilities of each party

23) Provision stating that HPH must report all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of patient property by anyone unrelated to HPH to the facility administrator within 24 hours of HPH becoming aware of the alleged violation.

24) Delineation of the responsibilities of HPH and the facility to provide bereavement services to the facility staff.
25) Statement that HPH has financial responsibility for payment of all services related to the terminal illness. Details the financial arrangements and coordination of billing to ensure that HPH maintains financial responsibility for all supplies, medication, and services related to the patient’s terminal illness.

26) Agreement of both parties to carry active liability insurance policies at a minimum limit of $1,000,000 per occurrence

27) Descriptions of limits of liability for both HPH and facility

28) HPH and facilities will comply with Health Insurance Portability and Accountability Act (HIPAA) Privacy Standards and with Antidiscrimination Laws and as these laws are revised from time to time.

29) Description of procedure for review, modification or termination of an ongoing agreement

30) Signatures of HPH Executive Director and facility Director.

B. The signed written Agreement will be filed in the Administration office.

C. The Agreement will be reviewed on an annual basis. A letter confirming the continuation of Agreement will be sent to each facility by the Administrative Office.

2. Coordination of Care with Facility Staff

A. The facility staff is expected to provide care for the hospice patient resident equal to that provided by family and other caregivers for hospice patients that do not reside in a facility.

B. Hospice patients who reside in a facility receive care according to the hospice plan of care that is established by the HPH Interdisciplinary Team (IDT) and coordinated with care provided in the facility.

C. Hospice patients who reside in facilities receive care and services that are reasonable and necessary for the management of the terminal illness. (Also see Clinical Policy “Nursing Home Care CP277”)

3. Referrals of Hospice Patients Who Reside in Facilities

A. HPH does not provide payments to the facility for “room and board” that exceeds what the facility would have received from Medicaid if the patient had not been enrolled in hospice.

B. All of HPH’s contracts and arrangements with actual or potential referral sources, including facilities, are carefully reviewed for compliance with all applicable statutes and regulations.
C. HPH does not offer or provide gifts, free services, or other incentives to patients, relatives of patients, or physicians of the facility for the purpose of inducing referrals of facility residents.

D. The HPH program does not engage in the referral-inducing practice of “patient charting”.

4. Professional Management

A. HPH provides core services by HPH’s staff and assumes responsibility for ensuring that all services provided to the patient are in accordance with the hospice plan of care.

B. HPH’s services will not be subcontracted unless there is a signed written agreement that specifies the roles and responsibilities of HPH and the contractor.

LAST REVIEW DATE: IDT 07/26/17, Clinical Comm 08/08/17, BOD 03/26/18

LAST UPDATED:  Comp Coord 07/24/17, 02/14/18, 09/01/18

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