

## Medica Protocols

### Hospice

#### DEFINITIONS

<b>Personal Care Services:</b>	The home health care services provided by a Personal Care Assistant to a Qualified Recipient as ordered and reviewed by a Physician. Personal Care Services include assistance with personal care, ambulation, exercise, food, nutrition and diet activities, and essential household services. Personal Care Services must be provided under the supervision of a Registered Nurse.
<b>Personal Care Services Plan:</b>	A written plan of care specific to Personal Care Services.
<b>Referral Authorization Form:</b>	A document used by a physician or other authorized health care professional to request that Hospice Services be rendered to a Member. Such document will be in a format that has been approved by the Member's physician or Medica and authorizes Hospice Facility Provider to render certain Hospice Services to a Member as provided in the Member's Benefit Contract.
<b>Routine Supplies:</b>	Supplies which are included in the Hospice Service Per Diem/Per Hour reimbursement.

Hospice Facility Provider will comply with the following protocols of Medica:

1. Follow approved billing procedures of Medica.
2. Obtain prior authorization for certain Hospice Services as defined by Medica. Prior authorization is not a guarantee of payment.
3. Complete and send to Medica the Hospice Notification Form within a 48-hour period of enrolling a Member into the hospice program. Hospice Services, exclusive of the Per Diem, require prior authorization. Provide Hospice Services pursuant to a medical treatment plan by and under the direction of a Physician, pursuant to the Member's Benefit Contract. In the event of a medical emergency, a medical treatment plan and prior written authorization will not be required.
4. Be bound by Medica's Administrative Requirements, including Administrative Requirements pertaining to Medicare, Medicaid and state government program products, and be bound to the service, access and quality standards, as modified from time to time by Medica and communicated to Hospice Facility Provider under the terms and conditions of the Agreement.
5. Operate within "Per Hour" and "visit by type" parameters as outlined in the Appendices to the Agreement and/or as communicated by Medica.
6. Refer Members only to other Network Providers, including hospitals and other facilities, unless otherwise authorized by Medica pursuant to the Member's Benefit Contract or required by state

law<sup>1</sup>. This provision does not prohibit Hospice Facility Provider from contracting with other individuals, agencies, and/or organizations to render Hospice Services to Members; however, Hospice Facility Provider is fully responsible for all terms and conditions of the Agreement in such circumstances.

7. If the Member's Benefit Contract is one that requires the Member to receive all or any Hospice Services from or upon referral by a primary care Physician, the following additional protocols must be adhered to when those Hospice Services are rendered:
  - (a) Referrals to other Network or non-Network Providers must first be authorized by the Member's primary care Physician; and
  - (b) Hospice Services must be provided pursuant to the terms and limitations of the Referral Authorization Form issued by or on behalf of the Member's primary care Physician.

Hospice Facility Provider will comply with all reasonable protocols adopted by Medica. In the event Medica adopts any additional or revised protocols, Medica will communicate such additional or revised protocols to Hospice Facility Provider forty-five (45) days prior to their adoption and permit Hospice Facility Provider forty-five (45) days to comply with such additional or revised protocols, unless a longer period of time is agreed upon by both parties.

Failure to comply with the protocols of Medica is considered a material breach of the Agreement.

### **Hospice Payment Protocols**

Hospice Facility Provider will comply with the payment protocols of Medica, including, but not limited to the following:

1. Payment rates for Hospice Services are non-variable regardless of type or number of service units provided. Payment rates are applicable to Hospice Services provided during day, evening, night, weekend, and holiday hours. Payment rates for Hospice Services include, but are not limited to:
  - all Routine Supplies;
  - mileage;
  - all costs incurred to "set-up" the case;
  - costs incurred when Hospice Facility Provider is unable to locate Member or Member is not present at location established for visit;
  - costs in connection with administration, education, or training;
  - costs in connection with consultation with the family of the Member; and
  - costs incurred for "escort" services for professionals to location of Member

Any costs incurred for the above items may not be billed separately to Medica and will not, in any case, be billed to the Member.

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<sup>1</sup> 36 O.S. 2011, Section 6055

2. If Hospice Services are subcontracted out and/or partnerships or alliances are formed to provide Hospice Services, Medica will reimburse Hospice Facility Provider in accordance with the Appendices to the Agreement. If Hospice Facility Provider is unable to provide the Hospice Services agreed upon in the Agreement, and within time frames contained in the Agreement, Medica may make arrangements for such Hospice Services.
3. The reimbursement for home health care services listed in Appendix A of the Agreement is inclusive of all supplies associated with such Hospice Services. Such supplies are not eligible for separate reimbursement and may not be billed separately.

### Hospice Protocols

1. Standards of Service and Access. On the Effective Date and for the term of the Agreement, Hospice Facility Provider will meet and be bound by the following standards:
  - (a) Be certified as a hospice Facility Provider of Hospice Services by Medicare and other credentialing requirements as may be required by Medica, including but not limited to maintaining any required state licenses.
  - (b) Have available, upon Medica's request, Member and Physician satisfaction surveys, Medicare/Medicaid surveys and any other documents referenced in the Agreement or requested by Medica, subject to rules and regulations governing patient confidentiality.
  - (c) Development of a hospice care plan to render quality patient care as approved by the hospice care team of the hospice Facility Provider, including the hospice Physician and attending Physician, nursing and counseling staff. This plan of care will be followed according to the guidelines mandated by state and federal regulations for hospice care or as otherwise required by Medica.
  - (d) Demonstrate the ability and utilize all reasonable efforts to provide service to Medica's service areas and maintain the following standards of service access: On-call service for Members – 24 hours a day, seven days a week.
  - (e) Have registered nurses (RNs) available in Medica's service area who maintain all required state and federal certifications, licensures or regulations.
  - (f) Cooperate with Medica in its efforts to educate Physicians and Medica staff regarding current practices in Hospice Services, as requested by Medica.
  - (g) Complete any criminal background investigation of employees as required by state or federal law.
2. Notification Requirements. Hospice Facility Provider will fully comply with the following notification requirements and with any other notification requirements required by Medica and communicated in advance in writing to hospice Facility Provider.
  - (a) **Notification of Admission.** Hospice Facility Provider will notify Medica by telephone prior to any scheduled Admission and not more than 24 hours following any emergency Admission; provided, however, in the event an Admission occurs during a weekend or holiday, hospice Facility Provider will notify Medica by the end of the first following

business day. As part of such notification, hospice Facility Provider will notify Medica whether hospice Facility Provider was able to verify whether the Member has obtained approval from Medica for such Admission. In the event the Member has failed to obtain or was unable to provide hospice Facility Provider with documentation of approval for the Admission, hospice Facility Provider will cooperate with Medica, the Member and the Member's attending Physician as may be necessary to evaluate for approval the request for health care services.

- (b) **Notification of No Coverage to Member.** Unless otherwise directed by Medica or Member's attending Physician, upon notification by Medica or Member's attending Physician to hospice Facility Provider of no benefit coverage for a Member, hospice Facility Provider will notify Member or person acting on Member's behalf in writing of no coverage. Hospice Facility Provider will comply with Medica's procedure for promptly notifying the Member or the person acting on the Member's behalf, when a decision on non-coverage is made. The procedure will provide for the Member or the person acting on the Member's behalf of their receipt of written notice of non-coverage, on the day of admission or on the date hospice Facility Provider first learns that Medica or Member's attending Physician will not approve coverage for certain services, or on the date Medica notifies hospice Facility Provider of a decision of non-coverage, whichever is earlier.
- (c) **Notification of Member Status.** As may be requested by Medica or Member's attending Physician, hospice Facility Provider will communicate with Medica or Member's attending Physician in a manner and according to a schedule acceptable to Medica or Member's attending Physician for the purpose of Medica or Member's attending Physician properly monitoring and reporting status of Members confined to or discharged from hospice Facility Provider's facility (including discharge resulting from the death of the Member) as required by Medica or Member's attending Physician by the Center for Medicare and Medicaid Services ("CMS").

## HOSPICE SERVICES

When included in the Hospice Services Recipient's written plan of care, Hospice Facility Provider must make available and provide the following Hospice Services as needed, either directly or under arrangements made by Hospice Facility Provider:

**Continuous Home Care:** Continuous home care services consist primarily of nursing care services provided for a period of eight (8) or more hours in a day during a period of crisis and only as necessary to maintain the Hospice Services Recipient at home.

**Counseling Services:** Counseling services provided to the Hospice Services Recipient and the family members or other persons caring for the Hospice Services Recipient at home. Counseling, including dietary counseling, may be provided both for the purpose of training the Hospice Services Recipient's

family or other caregiver to provide care, and for the purpose of helping the Hospice Services Recipient and those caring for him or her to adjust to the Hospice Services Recipient's approaching death.

**Home Health Aide and Homemaker Services:** Home health aide services may only be provided by individuals who have successfully completed a home health aide training and competency evaluation program as required in 42 CFR 484.36. Home health aide services may include Personal Care Services and household services to maintain a safe and sanitary environment in areas of the home used by the Hospice Services Recipient. Home health aide services must be provided under the general supervision of a Registered Nurse.

Homemaker services may include assistance in personal care, maintenance of a safe and healthy environment and services to enable the caregivers to carry out the plan of care.

**Medical Appliances and Supplies, including Drugs and Biologicals:** Only drugs used primarily for the relief of pain and symptom control related to the Hospice Services Recipient's terminal illness are covered under the Member's hospice benefit. Appliances include covered durable medical equipment for use in the Hospice Services Recipient's home while he or she is under hospice care as well as other self-help and personal comfort items related to the palliation or management of the Hospice Services Recipient's terminal illness. Medical supplies include those that are part of the written plan of care.

**Medical Social Services:** Medical social services provided by a social worker who has at least a bachelor's degree from a school accredited or approved by the Council on Social Work Education, and who is working under the direction of a Physician.

**Nursing Care:** Nursing care provided by or under the supervision of a Registered Nurse.

**Physical, Occupational, and Speech Therapy Services:** Therapy services may be provided for purposes of symptom control or to enable the Hospice Services Recipient to maintain activities of daily living and basic functional skills.

**Physician Services:** Services performed by a Physician.

**Short-Term Inpatient Care:** Short term inpatient care includes both Respite Care and general inpatient care for pain control and acute and chronic symptoms management in a Medicare/Medicaid approved inpatient facility

### **Hospice Services By Type of Care**

Listed below are specific types of care provided to Members. As indicated in the Fee Maximum Schedule applicable for each product identified in this Appendix A, claims for such visits are paid on either a Per Diem or Per Hour basis. Unless otherwise specified in the Agreement, payment amounts are inclusive of all services and Routine Supplies regardless of visit type.

All durable medical equipment, home health care, oxygen, laboratory, x-ray, I.V. therapy, pharmacy, physical therapy, occupational therapy, speech therapy, nursing and transportation services must be ordered by a network Physician and supplied by a Network Provider. Such services will be reimbursed in

accordance with the Member's Benefit Contract. If a service is included in a Per Diem rate or Per Hour Fee, such service is not eligible for separate reimbursement and Hospice Facility Provider will ensure that a claim for such service is not submitted by either the Hospice Facility Provider or the Network Provider who furnished such service.

Hospice Facility Provider will facilitate transportation arrangements consistent with hospice program protocols. Transportation arranged through the hospice program is included in all Per Diem rates and Per Hour Fees.

## **INPATIENT SERVICES**

Inpatient services include general inpatient care that is required for necessary treatment procedures for pain control or acute or chronic symptom management which cannot feasibly be provided in other settings. Such inpatient services may include skilled nursing care required as a result of a breakdown in the Hospice Services Recipient's home support which makes it no longer feasible to furnish needed care in the home setting. Such inpatient care for reasons related to the terminal illness in a Hospice Facility Provider's designated hospice bed includes but is not limited to: room and board, social services, volunteer services and/or spiritual services, music therapy, supplies, durable medical equipment, oxygen, laboratory, x-ray, I.V. therapy, pharmacy, physical therapy, occupational therapy, speech therapy, all nursing services, and transportation arranged by Hospice Facility Provider.

1. Registered Nurse will be present at each shift to direct patient care. Drugs not related to the terminal illness are not included in the Per Diem.
2. Any hospital inpatient stays of the Hospice Services Recipient that are related to the hospice diagnosis become the financial liability of the Hospice Facility Provider and Medica will reimburse the Hospice Facility Provider at the Per Diem rate listed in this Appendix.
3. Should Hospice Facility Provider not have beds and/or staffing available, and a Hospice Services Recipient is placed in an acute care bed because of said shortage, the hospice program Per Diem rate will still apply.
4. Should the Hospice Services Recipient need services of an acute care inpatient setting for reasons not related to the hospice diagnosis, i.e. other than the hospice unit, and
  - (a) Hospice Facility Provider is hospital based, Hospice Facility Provider agrees to promptly transfer the Hospice Services Recipient to a hospital bed and payment will be made to Hospice Facility Provider pursuant to the Hospital Participation Agreement between Hospice Facility Provider and Medica; or
  - (b) Hospice Facility Provider is not hospital based, Hospice Facility Provider agrees to promptly transfer the Hospice Services Recipient to a Network Hospice Facility Provider hospital and payment will be made to the hospital pursuant to the Hospital Participation Agreement between hospital and Medica.

## **RESPITE CARE**

24 hour comfort care directed by a Physician as needed to provide short term relief to the family member primary care givers of the Hospice Services Recipient. Respite Care may be provided only on an occasional basis. Reimbursement for Respite Care is limited to five (5) days per episode of inpatient Respite Care. Drugs not related to the terminal illness are not included.

1. A Registered Nurse will be present on premises 24 hours a day at the facility.
2. Hospice Services Recipient will be allowed to use his or her own supply of medications during the course of Respite Care as the facility allows. Subsequently ordered medications related to the terminal illness will be provided by the Hospice Facility Provider's pharmacy and such costs are included in the Respite Care Per Diem.

## **ROUTINE HOME CARE**

Routine home care services include, but are not limited to, all nursing services, durable medical equipment, and administration of medications, personal care, preparation of meals/snacks, counseling and spiritual support consistent with the hospice program's care plan.

Any prescribed medication unrelated to the hospice diagnosis, if ordered and supplied by a network Physician and pharmacy, will be covered at the applicable level of the Member's Benefit Contract. Medication related to the hospice diagnosis is included in the Per Diem.

## **CONTINUOUS HOME CARE HOURS**

Hospice Facility Provider will provide continuous home care only when necessary to maintain the Hospice Care Recipient at home during a period of crisis. A period of crisis is a period in which the Hospice Services Recipient requires continuous care which is primarily nursing care to achieve palliation or management of acute medical symptoms.

Continuous home care also includes situations requiring a minimum of eight (8) hours of care during a 24-hour day that begins and ends at midnight. Such care need not be continuous, such as, four (4) hours could be provided in the morning and another four (4) hours in the evening. Nursing care must be provided for more than half of the period of care and must be provided by either a Registered Nurse or a licensed practical nurse. Homemaker or home health aide services may be provided to supplement the nursing care.

In addition to the nursing care, continuous home care services may include, but are not limited to, administration of medications, personal care (bath, grooming) preparation of meals/snacks, counseling and spiritual support that are consistent with the hospice care plan for the Hospice Services Recipient.

1. When fewer than eight (8) hours of nursing care during a 24-hour period are required, such services are covered as routine home care.
2. Any prescribed medication unrelated to the hospice diagnosis, if ordered and supplied by a network Physician and pharmacy, will be covered at the applicable level of the member's Benefit Contract. Medication related to the hospice diagnosis is included in the Per Hour Fee.

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