

The owner and Chaplain of Treasure Valley Hospice, Clark E. Limb, has graciously agreed to make the contract his team developed for working with RALFs available to the RALF industry to use as a reference in designing their own contracts.

Treasure Valley Hospice, located in Nampa, serves the Treasure Valley area, including Nampa, Caldwell, Meridian, Eagle, Boise, Emmett, Garden City, Payette, and all areas in between.

## Residential Care Facility Agreement

This agreement is made this 20 day of August 2012, by and between [REDACTED] (An Assisted Living Manager) hereinafter referred to as "FACILITY" and TREASURE VALLEY HOSPICE, LLC, hereinafter referred to as "HOSPICE."

WHEREAS, the Hospice is a community based program engaged in the provision of interdisciplinary services for the palliation and management of terminal illness; and

WHEREAS, the facility is experienced in the operation of a Facility and in the provision of long term care services to its residents, including certain assistance with activities of daily living; and

WHEREAS, the Facility is licensed by the State of Idaho, and has established policies and protocols for the care of the terminally ill patients consistent with those of the Hospice; and

WHEREAS, the parties contemplate that from time to time, individuals residing in the Facility need Hospice services as defined hereinafter, and individuals accepted in the Hospice Program will need care in a Facility, the Hospice and Facility desire to enter into this agreement to make it possible for an individual with a terminal illness to receive needed Hospice services in conjunction with Facility services.

NOW THEREFORE, the parties in consideration of the mutual benefits and assurances hereinafter set forth, hereby agree to the following:

### 1) **DEFINITIONS:**

- a) Attending Physician: A doctor of medicine or osteopathy, duly licensed under applicable state and local law regulations, who, upon election of Hospice Services, is identified by a Hospice Patient (or such patient's legal representative) as having the most significant role in the determination and delivery of such hospice Patients medical care.
- b) Effective Date: The date of the execution of this agreement.
- c) CMS: Centers for Medicare and Medicaid Services.
- d) Hospice patient: An individual who elects, directly or through such individual's legal representative, to receive Hospice services and is accepted by Hospice to receive Hospice Services.
- e) Hospice Physician: A duly licensed doctor of medicine or osteopathy employed by the Hospice to render physician services to each hospice Patient, as necessary, in accordance with the applicable Hospice Plan of Care.

- f) Hospice Plan of Care: A written care plan established, maintained, reviewed and modified as necessary, at intervals established by the interdisciplinary team, which includes (i) an assessment of each Hospice Patient's needs; (ii) identification of Hospice Services, including management of discomfort and symptom relief, needed to meet such Hospice Patient's needs and related to the related needs of the Hospice patient's family, and (iii) details concerning the scope and frequency of such Hospice Services.
  
- g) Hospice Services: Those services provided to the Hospice Patient for the palliation and management of such Hospice Patient's terminal illness, either directly or under arrangement by Hospice, as specified in the Hospice Plan of care. Hospice Services include nursing care and services by or under the supervision of a registered nurse; medical social services provided by a qualified social worker under the direction of a physician; physician services to the extent that these are not provided by the Attending Physician, counseling services (including bereavement, dietary, and spiritual counseling); physical therapy, occupational therapy and speech-language pathology services; home health aide and or homemaker services; medical supplies; drugs and biological; use of medical appliances; and inpatient care when needed for pain control, symptom management and respite purposes.
  
- h) Interdisciplinary Team: The Attending Physician and certain hospice employees which shall include without limitation the following individuals: (i) a doctor of medicine or osteopathy, (ii) a registered nursing, (iii) a social worker, and (iv) a pastoral or other counselor.
  
- i) Medicaid Eligible Residential Hospice Patient: A Residential Hospice Patient who either (i) is eligible for Medicaid benefits in a state which has hospice benefit and who has elected to receive the state's Medicaid hospice benefit or (ii) is eligible for both Medicaid and Medicare part A benefits and who has elected the Medicare Hospice benefit.
  
- j) Medicare Eligible Residential Hospice Patient: A residential Hospice patient who is eligible for Medicare Part A benefits and who has elected to receive the Medicare hospice benefit.
  
- k) Facility Plan of Care: A written care plan established, maintained, reviewed, and modified, if necessary, by the Facility interdisciplinary team, which includes the Attending Physician, a registered professional nurse with the responsibility for the Residential Hospice Patient, and other appropriate staff, and with the participation of the Residential hospice Patient and the Residential Hospice Patient's family to the extent practicable.
  
- l) Facility Services: Collectively Facility Room and Board Services and Other Facility Services.

- m) Facility Room and Board Services: Those personal care services provided by Facility staff as specified in the Nursing Plan of Care for a Residential Hospice Patient, including, but not limited to, providing food, assisting with activities of daily living, socializing activities, and assisting with medicine; providing and maintain the cleanliness of the Residents room; providing laundry and personal care supplies; and providing the usual and customary room furnishings to Facility Residents.
- n) Other Nursing Services: All items and services provided by Facility which are not related to treatment of the Residential Hospice Patient's terminal illness but specified in the Facility Plan of Care.
- o) Private Pay Residential Hospice Patient: A Residential Hospice Patient, who is not eligible for the Medicare Hospice benefit or the Medicaid hospice benefit or, is so eligible, has revoked or elected not to receive the Medicare hospice benefit and or the Medicaid hospice benefit.
- p) Residential Hospice Care Day: A day on which a Residential Hospice Patient receives Facility Room and Board Services.
- q) Residential Hospice Patient: A Hospice Patient who resides in a facility.
- r) Uncovered items and Services: Those services provided by the Facility which are not Hospice Services, Facility Room and Board Services and or other Facility Services, including, but not limited to, telephone, guest trays, and television hook-up.
- s) Direct Daily Care: Direct care of every Hospice Patient supervised by the appropriate person employed by the facility, with supervision available twenty-four hours a day, seven days a week during the term of the Agreement. Every shift caring for Hospice Patient to include at least one Aide who shall provide direct care and assist with medications prepared and dispensed by a licensed pharmacist to Hospice Patient at the point the hospice patient is unable to do so.

## **2) ELIGIBLE RESIDENTS:**

- a) Eligible residents are persons who reside at the Facility; residents may be referred by either Hospice to the Facility or by the Facility to the Hospice.
- b) Persons using reimbursement other than Medicare to reimburse the Facility for care and services.

- c) Persons who have made an election for Hospice Care.
- d) Persons who have a prognosis of six months or less to live in the opinion of the attending physician and Hospice Medical Director.
- e) Persons who receive Hospice care in accordance with an individualized Hospice Plan of Care (Hereinafter called the "Plan") developed by Hospice and approved by the attending physician.
- f) Residents who are accepted by Hospice pursuant to the agreement are hereinafter referred to as "Residents."

3) **SERVICES FURNISHED BY HOSPICE:**

- a) Hospice shall develop the Plan of Care to be provided to the Facility specifying information pertinent to the resident's treatment. The plan will be updated bi-monthly by the Hospice Interdisciplinary Team. The Hospice RN will review changes with the facility's designee.
- b) Hospice services provided to residents will be the same as those provided other Hospice patients. Services may include: nursing assessment and intervention of pain and symptom control, social work, counseling, health aide, chaplaincy, volunteer, physical, occupation and or speech therapy and other services not provided by Facility nor included in the basic room and board charge. The primary nurse will visit at least weekly. Nursing services will be available twenty-four hours a day, seven days a week for consultation and emergencies. Hospice licensed nurse will administer medication when resident is unresponsive. (Including the use of a cad-pump if all parties agree).
- c) Hospice agrees to provide a bath aide (health aide) for bathing 2 to 3 times weekly or as indicated in the Care Plan.
- d) Hospice agrees to provide all drugs and pharmaceuticals related to management of the terminal diagnosis specified in the Care Plan for the resident.
- e) Additional pre-authorized medical equipment and preauthorized medical supplies which are not ordinarily provided to the residents will be supplied by Hospice for conditions relating to the terminal diagnosis.

- f) Residents are entitled to continuous care and hospice inpatient services for conditions related to the management of the terminal illness should the needs and conditions of the resident change as determined by Hospice and attending physician.
  - (1) Continuous Care: If resident experiences a medical crisis, Hospice agrees to provide intensive nursing or aide services in the Facility until the resident's medical crisis is managed.
  - (2) General Inpatient Care: if a resident experiences chronic or acute symptoms which require a skilled level of care, Hospice agrees to provide such services in contracted hospital or Skilled Nursing Facility.
- g) If a resident not receiving benefits under Title XIX requires transportation, Hospice or the Facility will provide or arrange alternative transportation. Financial responsibility will be with the family.
- h) If a resident receiving Hospice benefits under Title XIX requires transportation, Hospice or the Facility upon the prior approval of Hospice, will provide or arrange transportation or ambulance service. Financial responsibility will be with the Hospice.
- i) Hospice agrees to provide counseling to family members of the resident to assist them in adjusting to the emotional stress associated with terminal illness in the family. Hospice also agrees to provide bereavement counseling to family members for as long as one year after a resident has died.
- j) Hospice agrees to provide orientation and training to the Facility to acquaint them with the Hospice concept and symptom control protocols. Hospice will continue to offer this training as new employees are hired by the Facility.

**4) SERVICES FURNISHED BY THE FACILITY:**

The Facility shall furnish to the resident all services normally provided to residents who are not hospice patients except when contraindicated by the Plan. The Facility shall provide room and board to the residents which include, performance of personal services such as assistance in activities of daily living, socializing activities, administration of medications, maintaining cleanliness of a resident's room and supervising the use of durable medical equipment and prescribed therapies

With respect to the management of the resident's terminal illness the Facility Shall:

- a. After an initial conference with a representative from the Facility and Hospice, a mutually agreeable Plan of Care will be developed that is consistent with the Hospice Plan of Care. Required changes will be reviewed with the Hospice Case Manager.
- b. At any time make records of care and services to the resident available to Hospice upon request.

**5) COOPERATION IN PROFESSIONAL MANAGEMENT:**

Hospice assumes full responsibility for the professional management of the resident's hospice care and the Facility agrees to provide room and board to the resident. The Hospice and the Facility shall provide to each other:

- a. Current information documenting appropriate licensure and or credentials, background checks, and drug tests on all Hospice personnel visiting residents as requested.
- b. Certificate of insurance or letter indicating the Facility and Hospice have adequate liability and malpractice insurance coverage.
- c. Current information documenting appropriate state and federal licensure and or certification.
- d. Access to resident's records with resident consent forms.
- e. Access to staff to participate in the Care Conference.
- f. Hospice and Facility agree to cooperate with each other in reviewing the quality and appropriateness of Hospice Clinical Care Conferences when patient's cases are being reviewed.

**6) TERMS OF AGREEMENT:**

This agreement shall commence on this 20 day of July, 2012, and continue until terminated by either party by giving (30) days prior written notice to the other party of such termination. In the event such notice be given, this Agreement shall continue until Hospice has met all contractual requirements with patients or patients revoke their rights or patient expires, whichever occurs first.

**7) INDEMNIFICATION AND LIMIT OF LIABILITY:**

This Hospice shall only be liable for obligations required to be provided by it in this Agreement and not for any act or omission of the Facility or the Facility's officers, employees, or agents. The facility agrees to indemnify and hold Hospice harmless from any and all losses, damages, costs, and expenses that arise from omission, fault, negligence, or misconduct by its employees, independent contractors or volunteers. Likewise, the Facility shall not be liable under any contracts or obligations of the Hospice, for any act or omission by Hospice, Hospice officers, employees, or agents. Hospice agrees to hold the Facility harmless for losses, damages, costs, and expenses arising out of such actions.

Hospice and Facility are independent contractors engaging in the operation of respective businesses. Neither is an agent of the other and neither has authority to enter into any obligation for the other. Nothing in the Agreement shall be constructed to establish a relationship of co-partners or joint venture between the two parties.

This agreement may be amended at any time by the mutual agreement of the Hospice and the Facility.

Executed in duplicate the day and year first above written.

**FACILITY**

████████████████████  
████████████████████  
Boise, ID ██████

Phone: (208) 3 ██████  
Fax: (208) ██████

By: \_\_\_\_\_

Date: \_\_\_\_\_

**HOSPICE**

Treasure Valley Hospice  
8 6<sup>th</sup> Street North, Suite 200  
Nampa Idaho 83686

Phone: 208-4 ██████  
Fax: 208-4 ██████

By: \_\_\_\_\_

Date: \_\_\_\_\_