**TRAVELING PATIENT AGREEMENT**

 THIS TRAVELING PATIENT AGREEMENT (the “Agreement”) is effective on the **[INSERT DAY OF MONTH]** day of **[INSERT MONTH]**, 20**[INSERT YEAR]** (the “Effective Date”) by and between **[INSERT NAME OF ORIGINATING HOSPICE]** (“Home Hospice”) and **[INSERT NAME OF TRAVEL HOSPICE]** (“Travel Hospice”).

RECITALS

A. WHEREAS, Home Hospice operates a duly licensed, Medicare-certified hospice program and provides services to **[INSERT FULL PATIENT NAME]** (“Patient”).

B. WHEREAS, Patient will be traveling outside the Home Hospice service area from **[INSERT DATE]** to **[INSERT DATE]** (“Travel Time”) and will be in the service area of Travel Hospice.

C. WHEREAS, Travel Hospice operates a duly licensed, Medicare-certified hospice program in the service area that will be Patient’s travel destination.

D. WHEREAS, Home Hospice desires to engage Travel Hospice, and Travel Hospice is willing and desires to be engaged, to provide needed hospice services to Patient during Travel Time in accordance with the terms and conditions of this Agreement.

AGREEMENTS

 In consideration of the above Recitals, which are incorporated into this Agreement, and the mutual agreements that follow, the parties agree to the following terms and conditions:

1. Responsibilities of Travel Hospice.

(a) Designation of Travel Hospice Representative. Travel Hospice shall designate a registered nurse who will be responsible for coordinating and supervising services provided to Patient and available 24 hours per day, 7 days per week for consultation with Home Hospice concerning Patient.

(b) Services. Travel Hospice shall provide needed hospice services to Patient, which shall include, but are not limited to, the following (collectively, the “Services”):

(i) Patient Preparation. Prior to Patient’s arrival, Travel Hospice shall prepare for Patient, which shall include, but is not limited to:

[a] Arranging for Medications and Supplies. Ordering and/or arranging for any necessary medications, medical equipment, oxygen, or other Services, as specified in Exhibit A.

[b] Notifying Appropriate Travel Hospice Staff. Notifying interdisciplinary team, admissions staff, on-call staff, and other appropriate Travel Hospice personnel of Patient’s name, medical status, and expected arrival date.

[c] Assigning Patient to Interdisciplinary Team. Assigning Patient to an interdisciplinary team for coverage.

(ii) Patient Contact. Travel Hospice shall initiate contact with Patient on his or her arrival date, if Patient has not contacted Travel Hospice.

(iii) Patient Services. Travel Hospice shall provide Services to Patient and Patient’s family pursuant to Patient’s plan of care and this Agreement, including providing on-call and after-hours support services. Travel Hospice shall provide input, as necessary, to assist Home Hospice in developing and updating Patient’s plan of care.

(c) Availability. Travel Hospice shall be available to provide Services 24 hours per day, 7 days per week and shall maintain sufficient personnel who have the requisite training, skills, and experience to meet this obligation.

(d) Express Authorization. Travel Hospice shall provide Services only with the express authorization of designated Home Hospice personnel.

(e) Quality Assurance Activities. Travel Hospice shall cooperate with Home Hospice in its quality assurance activities, as requested by Home Hospice.

(f) Coordination of Care.

(i) General. Travel Hospice shall participate in any meetings, when requested, for the coordination, supervision, and evaluation by Home Hospice of the provision of Services.

(ii) Monitoring of Patient. Travel Hospice shall immediately inform Home Hospice of any change in the condition of Patient. This includes, without limitation, a significant change in Patient’s physical, mental, social, or emotional status; clinical complications that suggest a need to alter the plan of care; a life-threatening condition; a need to transfer Patient to a facility; or the death of Patient.

(iii) Authorization for Patient Transfer. Travel Hospice shall not transfer Patient to a care setting without the prior approval of Home Hospice.

(iv) Notification of Departure. To the extent possible, Travel Hospice shall notify Home Hospice at least 48 hours in advance of Patient’s return to Home Hospice.

(v) Privacy Policy. Travel Hospice shall provide Patient with a copy of Travel Hospice’s privacy policy if Travel Hospice provides in-person services to Patient.

(vi) Copies of Documentation. Travel Hospice shall provide Home Hospice with copies of all documentation required by this Agreement within 24 hours of Patient’s departure from Travel Hospice’s service area. This shall include a documentation summary that may be in the form of the Travel Hospice Documentation Summary set forth in Exhibit D.

(g) Professional Standards and Credentials.

1. Professional Standards. Travel Hospice shall ensure that all Services are provided in a safe and effective manner by qualified and trained personnel and in compliance with all applicable laws, rules, and regulations. Travel Hospice represents and warrants that it and its employees have and will maintain in good standing during the term of this Agreement all applicable federal, state, and local licenses, registrations, and certifications required by law to provide Services. Upon Home Hospice’s request, Travel Hospice shall provide Home Hospice with evidence of such licenses, registrations, and certifications. Based on criminal background checks conducted by Travel Hospice, Travel Hospice personnel who have direct contact with Patient, or have access to Home Hospice patient records, have not been found to have engaged in improper or illegal conduct relating to the elderly, children, or vulnerable individuals. Travel Hospice shall notify Home Hospice immediately of any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, or other actions by federal or state officials against Travel Hospice or its personnel. Upon Home Hospice’s request, Travel Hospice shall provide Home Hospice with evidence of an individual’s qualifications to provide Services.[[1]](#footnote-2)
2. Exclusion from Medicare or Medicaid. Travel Hospice represents and warrants that neither Travel Hospice nor its personnel, contractors, or subcontractors have been, at any time, excluded from participation in any federally funded health care program including, without limitation, Medicare or Medicaid, nor have been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law. Travel Hospice shall screen its personnel, contractors, and subcontractors against the Office of Inspector General’s (“OIG”) List of Excluded Individuals and Entities (“LEIE”) and the Government Services Administration’s exclusion records in the System for Award Management (“SAM”) on a monthly basis, along with any other OIG-recommended list or timeframe pertaining to the exclusion or threat of exclusion of individuals or entities. Upon Home Hospice’s request, Travel Hospice shall provide Home Hospice with evidence of such screenings.[[2]](#footnote-3) Travel Hospice shall notify Home Hospice of any threatened, proposed, or actual exclusion of Travel Hospice or any of its contractors, subcontractors, or personnel from any government program including, but not limited to, Medicare or Medicaid.

(h) Notification of Violations. In addition to other notices required by this Agreement, Travel Hospice shall immediately notify Home Hospice of 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 furnishing Services on behalf of Travel Hospice, to the extent that Travel Hospice or Travel Hospice’s personnel has knowledge of such events.

1. Confirmation of Unrelated Items and Services. To ensure that Patient and his or her third-party payors are not billed for items or services that are related to the terminal illness and related conditions, Travel Hospice shall confirm with Home Hospice that an item or service is unrelated to Patient’s terminal illness and related conditions prior to providing, arranging, or billing Patient or his or her third-party payors for such item or service. Travel Hospice may be held liable if it does not obtain such confirmation and an item or service is incorrectly billed to Patient or his or her third-party payors.[[3]](#footnote-4)

2. Responsibilities of Home Hospice.

1. Professional Management Responsibility.

 (i) Compliance with Law. Contracting with Travel Hospice shall not absolve Home Hospice from responsibility for the quality, availability, documentation, or overall coordination of the Patient-family unit care or responsibility for compliance with any local law or rules and regulations. Home Hospice shall retain responsibility as the care provider to Patient and Patient’s family, pursuant to the Medicare Conditions of Participation for Hospice Care and state and local laws and regulations. This includes admission and discharge of Patient, Patient and family assessments and reassessments, establishment of Patient’s plan of care, authorization of all Services, and management of care through interdisciplinary team meetings. Home Hospice shall retain administrative and financial management and oversight of staff and services for all arranged Services to ensure the provision of quality care.

 (ii) Patient Information and Plan of Care.

[a] Management of Plan of Care. The Home Hospice administrator shall maintain professional management responsibility to ensure that Services are furnished in a safe and effective manner and in accordance with Patient’s plan of care.

[b] Provision of Plan of Care and Patient Information. Prior to Patient’s arrival at Travel Hospice, Home Hospice shall provide Travel Hospice with the following: Patient’s home contact information; Patient’s attending physician contact information, if Patient has an attending physician; Patient’s travel contact information; Home Hospice contact information; Patient’s plan of care, including information regarding all medications; and Patient’s advance directive, if any.

(iii) Coordination and Evaluation. Home Hospice shall retain responsibility for coordinating, evaluating, and administering the hospice program, as well as ensuring the continuity of care of Patient, which shall include coordination of Services. Methods used to evaluate the care may include: [a] review of documentation; [b] evaluation of the response of Patient to the plan of care; [c] discussion with Patient and Patient’s caregivers; [d] Patient evaluation surveys; and [e] quality improvement data.

(iv) Assessment of Travel Hospice Services. Home Hospice will assess the quality and appropriateness of Travel Hospice and the provision of Services.

(b) Coordinate Travel. Home Hospice shall coordinate Patient’s travel plans with Patient, Patient’s family and attending physician (if any), and Travel Hospice. This shall include discussing any travel-related medical concerns with Patient. Home Hospice shall promptly notify Travel Hospice of Patient’s return.

(c) Provide Adequate Supply of Medications and Equipment. Home Hospice shall ensure that Patient has an adequate supply of current medications for the Travel Time and confirm that Patient has all medical equipment needed for travel.

(d) Alternate Care. Home Hospice shall secure alternate care for Patient if Patient’s health deteriorates in transit and Patient has not yet reached Travel Hospice’s service area.

(e) Designate Home Hospice Representative. Home Hospice shall designate a registered nurse who will be responsible for coordinating and supervising Services provided to Patient and available 24 hours per day, 7 days per week for consultation with Travel Hospice concerning Patient.

(f) Provision of Information. Home Hospice shall promote open and frequent communication with Travel Hospice and shall provide Travel Hospice with sufficient information to ensure that the provision of Services under this Agreement is in accordance with Patient’s plan of care, assessments, treatment planning, and care coordination.

(g) Policies and Procedures. Home Hospice shall provide Travel Hospice with copies of applicable Home Hospice policies and procedures.

(h) Confirmation of Unrelated Items and Services. Home Hospice shall be solely responsible for determining those items and services that are related to and medically necessary for the palliation and management of Patient’s terminal illness and related conditions. Home Hospice shall communicate such determinations to Travel Hospice and promptly respond to Travel Hospice’s request for confirmation that an item or service is unrelated to Patient’s terminal illness and related conditions.[[4]](#footnote-5)

3. Billing and Payment. Home Hospice shall pay Travel Hospice in accordance with Exhibit B. This rate reflects fair market value for Services. Travel Hospice shall accept such payment as payment in full for Services provided to Patient and shall not bill Patient, his/her family or representative, or any third-party payor. Within **[INSERT NUMBER OF DAYS (*e.g.*, ten)]** calendar days of providing Services, Travel Hospice shall submit to Home Hospice an accurate and complete statement of the Services provided to Patient. The statement shall be in a form acceptable to Home Hospice and include information usually provided to third-party payors to verify the Services and charges reflected in the statement, including, but not limited to: (i) the name of Patient; (ii) the Services provided to Patient; (iii) the dates when Services were provided to Patient; (iv) the total charges for Services provided to Patient; and (v) any other information necessary for Home Hospice to submit its claims. Home Hospice shall pay Travel Hospice within **[INSERT NUMBER OF DAYS (*e.g.*, 30)]** days after receipt of such invoice. Payment by Home Hospice in respect to such bills shall be considered final, unless adjustments are requested in writing by Travel Hospice within **[INSERT NUMBER OF DAYS (*e.g.*, 30)]** days of receipt of payment. Home Hospice shall have no obligation to pay Travel Hospice for any service if Home Hospice does not receive a bill for such service within 120 days following the date on which the service was rendered.[[5]](#footnote-6)

4. Insurance, Limitation of Liability, and Indemnification.

(a) Insurance. Each party shall obtain and maintain appropriate professional liability, worker’s compensation, employer’s liability, and comprehensive general liability insurance coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage amounts of Travel Hospice’s professional liability insurance or comprehensive general liability insurance be less than $1 million per claim and $3 million in the aggregate. Either party may request evidence of insurance from the other party, and such other party shall provide such evidence to the requesting party in a timely manner. Travel Hospice shall immediately notify Home Hospice of the cancellation, termination, or modification of any of the insurance coverage Travel Hospice is required to have under this Agreement.[[6]](#footnote-7)

(b) Limitation of Liability. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY OR TO ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING FROM OR IN RELATION TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE, OR OTHERWISE). THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Indemnification. Each party (the “indemnifying party”) shall indemnify, defend, and hold harmless the other party and their respective officers, employees, agents, and affiliated entities from and against any and all liabilities, damages, losses, claims, or expenses, including court costs and reasonable attorneys’ fees resulting from or arising out of any third-party claims, actions, proceedings, investigations, or litigation relating to (i) the gross negligence or willful misconduct of the indemnifying party, its employees or agents, or (ii) a material breach of this Agreement by the indemnifying party.

5. Records.[[7]](#footnote-8)

(a) Creation and Maintenance of Records. Travel Hospice shall prepare and maintain complete and detailed records concerning Patient in accordance with prudent recordkeeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Travel Hospice shall retain such records for six years from the date of providing Services under this Agreement or such other time period as required by applicable federal and state law. Each record shall completely, promptly, and accurately document all services provided to, and events concerning, Patient, including: Travel Hospice’s contacts and attempted contacts with Patient; any professional visits or other services provided to Patient; and any provision of equipment, oxygen, or medication to Patient. Travel Hospice shall cause each entry to be signed and dated by the person providing the service.

(b) Access by Home Hospice. At the conclusion of the Travel Time, Travel Hospice shall submit to Home Hospice copies of all records concerning services provided to the Patient, including clinical and progress notes. Travel Hospice shall permit Home Hospice or its authorized representative, upon reasonable notice, to review and make photocopies of records maintained by Travel Hospice relating to the provision of Services including, but not limited to, clinical records and billing and payment records. If requested by Home Hospice, Travel Hospice shall promptly provide photocopies of such records to Home Hospice. This section shall survive the termination of this Agreement.

(c) Inspection by Government. In accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. § 420.300, *et seq.*, Travel Hospice shall make available, until the expiration of six years from the termination of this Agreement, upon written request, to the Secretary of Health and Human Services of the United States, and upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any of its books, documents, and records that are necessary to certify the nature and costs of Medicare reimbursable services provided under this Agreement. If and to the extent Travel Hospice carries out any of its duties under this Agreement through a subcontract with a related organization having a value or cost of $10,000 or more over a 12-month period, then Travel Hospice shall ensure that the subcontract contains a clause comparable to the clause in the preceding sentence. Nothing contained in this section shall be construed as a waiver by either party of any legal rights of confidentiality with respect to patient records and proprietary information. This section shall survive termination or expiration of this Agreement.

(d) Destruction of Records. Travel Hospice shall take reasonable precautions to safeguard records against loss, destruction, and unauthorized disclosure.

6. Confidentiality. Each party acknowledges that as part of its performance under this Agreement, it may be required to disclose to the other party certain information pertaining to Patient (the “Patient Information”) and may be required to disclose certain business or financial information (collectively with the Patient Information, the “Confidential Information”). Each party hereby represents and warrants to the other party that it will fully comply with all applicable state and federal laws, including the Health Insurance Portability and Accountability Act of 1996 and accompany regulations (“HIPAA”). Each party represents that any patient authorizations required by HIPAA have been obtained to permit that party to access, use, or provide access to individually identifiable health information to or on behalf of the other party. A party that discloses Confidential Information shall be entitled to injunctive relief to prevent a breach or threatened breach of this section, in addition to all other remedies that may be available. This section shall survive termination of this Agreement.

7. Term and Termination. This Agreement shall be effective as of the Effective Date and shall continue until the completion of all obligations identified in this Agreement, unless terminated by mutual written agreement of the parties. In the event that Patient’s travel plans change, the parties shall mutually agree in writing to such other Travel Time as is necessary.

8. Immediate Termination. Notwithstanding the above, Home Hospice may immediately terminate this Agreement if: [[8]](#footnote-9)

(a) Failure to Have Qualifications. Travel Hospice or its personnel are excluded from or are at risk of being excluded from any federal health program or no longer have the necessary qualifications, certifications, or licenses required by federal, state, or local laws to provide Services under this Agreement.

(b) Failure to Have Insurance. Travel Hospice ceases to have any of the insurance required under this Agreement.

(c) Threats to Health, Safety, or Welfare. Travel Hospice fails to perform its duties under this Agreement and Home Hospice determines in its full discretion that such failure threatens the health, safety, or welfare of Patient.

9. Assist with Inquiries and Investigations. Each party shall fully cooperate with the other party in its effort to respond to and resolve any inquiry, audit, investigation, review, or other request for information by any third party related to a relationship between the parties. Both parties shall also fully cooperate with any insurance company providing protection to the other party in connection with such inquiries. Each party shall notify the other party promptly of any inquiries, audits, investigations, reviews, or other requests for information related to a relationship between the parties.

10. Nondiscrimination. The parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, national origin, or any other protected class in any manner prohibited by federal or state laws.

11. Independent Contractor. In performance of the services discussed herein, Home Hospice and Travel Hospice shall each be, and at all times are, acting and performing as an independent contractor, and not as a partner, a co-venturer, an employee, an agent, or a representative of the other. No employee or agent of one party to this Agreement shall be considered an employee or agent of the other party.

12. Miscellaneous Provisions.

(a) Amendment. No amendment, modification, or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

(b) Severability. This Agreement is severable, and in the event that any one or more of the provisions hereof shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(c) Headings. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of **[INSERT STATE]**.

(e) Nonassignability. Travel Hospice shall not assign or transfer, in whole or in part, this Agreement or any of Travel Hospice’s rights, duties, or obligations under this Agreement without the prior written consent of Home Hospice, and any assignment or transfer by Travel Hospice without such consent shall be null and void. This Agreement is assignable by Home Hospice without consent or notice.

(f) Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. There are no third-party beneficiaries of or to this Agreement.

(h) No Third-Party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party.

(i) Force Majeure. In the event that either party’s business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes, or other acts of nature of any cause that are not that party’s fault or is beyond that party’s reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of suchinterruption.

(j) No Requirement to Refer and Compliance with Law. Nothing in this Agreement or in any other written agreement or oral understanding between the parties shall be construed to require either party to refer patients to the other party or otherwise to generate business for the other party. The parties further acknowledge that they are not restricted from referring any patient to, utilizing the services of, or otherwise generating business for any other facility or entity of such party’s choosing. This Agreement is not intended to influence the judgment of any physician or provider in choosing a healthcare provider appropriate for the proper care and treatment of patients. Neither Travel Hospice nor Home Hospice shall receive any compensation or remuneration for referrals. Notwithstanding the unanticipated effect of any of the provisions herein or in any other written agreements or oral understandings between the parties, the parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the federal Anti-Kickback Statute) and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare, Medicaid, any federal health care program as defined in 42 U.S.C. § 1320a-7b(f), or any state health care program, as such provisions may be amended from time to time. This Agreement and any other written agreements or oral understandings between the parties shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto shall take such actions necessary to construe and administer this Agreement and any other written agreements or oral understandings therewith. The parties further intend that the compensation set forth in this Agreement shall be fair market value for services, based on arm’s length bargaining and the value of similar services in the community, determined without regard to the volume or value of any referral of patients. The services contracted for do not exceed those that are reasonably necessary to accomplish the commercially reasonable business purposes of the parties and do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law. In the event any court or administrative agency of competent jurisdiction determines this Agreement or any other written agreement or oral understanding between the parties violates any such statutes or that the fees in this Agreement are not fair market value, then the parties hereto shall take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations. There shall be no sharing of fees between a referring agency or individual, including Travel Hospice, and Home Hospice.

(k) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

(l) Notices. All notices or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served, or sent.

TO: HOME HOSPICE

 Attn:

TO: TRAVEL HOSPICE

 Attn:

(m) Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement may not be modified or amended except by mutual consent of the parties, and any such modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to, and become a part of, this Agreement.

*[Signature page to follow]*

The parties have executed this Agreement as of the Effective Date set forth above.

HOME HOSPICE:

By:

Name:

Title:

TRAVEL HOSPICE:

By:

Name:

Title:

**EXHIBIT A**

**MEDICATIONS, SUPPLIES, AND DURABLE MEDICAL EQUIPMENT**

1. Durable medical equipment and/or oxygen to be provided by Travel Hospice:

2. Specific services to be provided by Travel Hospice:

3. Patient’s Medications: (List all medications with name, dose, route of administration, frequency)

4. Patient’s Allergies:

5. Description of Advance Directive:

**EXHIBIT B**

**FEE SCHEDULE**

**[Drafter’s Note: Insert the fee schedule in this Exhibit B. Sample provisions are provided below for (i) a flat per visit rate, (ii) a rate based on services provided, and (iii) a per diem rate. Any fee schedule inserted should be based on fair market value.]**

[Example of a flat per visit fee schedule: *For Services rendered by Travel Hospice to Patient, Home Hospice shall pay Travel Hospice* ***[INSERT AMOUNT]*** *per Patient visit.* **[Drafter’s Note: Consider defining “Patient Visit” to capture the types of visits for which the Travel Hospice expects payment (*e.g.*, in-person visits or phone consults).]**]

[Example of a fee schedule based on services provided: *For Services rendered by Travel Hospice to Patient, Home Hospice shall pay Travel Hospice the applicable fees outlined below:*

1. *Patient visit (in-person; business hours):* ***[INSERT AMOUNT]***
2. *Patient visit (in-person; after hours):* ***[INSERT AMOUNT]***
3. *On-call consult (business hours):* ***[INSERT AMOUNT]***
4. *On-call consult (after hours):* ***[INSERT AMOUNT]***]

[Example of a per-diem fee schedule: *For each day of Services rendered by Travel Hospice to Patient, Home Hospice shall pay Travel Hospice the following rate:* ***[INSERT AMOUNT]***].

# EXHIBIT C

# SAMPLE FORMS

1. Hospice Travel Contacts Form

2. Home Hospice Travel Checklist

3. Travel Hospice Travel Checklist

4. Patient Travel Checklist

5. Patient Travel Pack

## EXHIBIT D

## TRAVEL HOSPICE DOCUMENTATION SUMMARY

*[ATTACH TRAVEL HOSPICE DOCUMENTATION SUMMARY FORM]*

1. Under 42 C.F.R. § 418.114(d), hospice contracts must require that all contracted entities obtain criminal background checks on contracted personnel who have direct patient contact or access to patient records. [↑](#footnote-ref-2)
2. Pursuant to 42 C.F.R. § 1001.1901, no federal health care program payment may be made for any items or services furnished by an excluded individual or entity or at the medical direction or on the prescription of a physician or other authorized individual who is excluded. If a health care provider contracts with an excluded individual or entity, the health care provider may be subject to penalties. The OIG recommends providers screen their employees and contractors against the LEIE on a monthly basis. The SAM contains another database maintained by the Government Services Administration that includes individuals and entities prohibited from certain government contracting. The OIG typically requires providers with Corporate Integrity Agreements to screen personnel against such database in addition to the LEIE. While this provision is drafted to apply only to the other provider, it is critical that the hospice also conducts these screenings on its employees and contractors. [↑](#footnote-ref-3)
3. This sample language is intended to help prevent providers or their contractors from mistakenly billing a Medicare or Medicaid patient or third-party payor for items or services that are related to the terminal illness and are required to be paid for by the hospice. Given the significance of this issue, it is important that the hospice has systems and monitoring to help ensure that items and services are not billed in error. [↑](#footnote-ref-4)
4. Given the importance of making and communicating relatedness decisions, this provision restates that it is Home Hospice’s responsibility to determine those items and services that are related to the terminal illness. Additionally, it provides reassurance to Travel Hospice that the Home Hospice will respond promptly to requests to confirm that an item or service is not related. [↑](#footnote-ref-5)
5. The billing timeframes selected in this paragraph should reflect the business needs of Home Hospice. [↑](#footnote-ref-6)
6. This is a sample insurance provision, which is drafted as a mutual obligation. It is important for the hospice to review insurance provisions with its insurer. If the other party does not have this level of insurance, consider whether to contract with the other party. [↑](#footnote-ref-7)
7. This provision is included because the hospice is billing for services provided by another provider and is accountable to government programs for these billings. [↑](#footnote-ref-8)
8. It is important to identify issues and events that would allow for immediate termination. The following are sample bases for termination. [↑](#footnote-ref-9)