



## COMPASS REGIONAL HOSPICE RESIDENTIAL AGREEMENT

This agreement, dated \_\_\_\_\_, by and between Compass Regional Hospice, (hereinafter known as CRH) and the patient/resident \_\_\_\_\_ jointly and independently with \_\_\_\_\_, being guarantor to the agreement (hereinafter known as “Resident and Guarantor”) for terms of room and board services provided by CRH in the residential wing of CRH’s Hospice Center (hereinafter known as “Hospice Center”).

**1. CRH, Resident and Guarantor understand and agree that CRH shall provide to the resident the room and board services enumerated below as long as the resident meets eligibility requirements as specified and resides at the Hospice Center.**

- A. Exclusive use of a resident suite and half-bath; with shower facilities and therapeutic tub accessible to all residents with staff assistance.
- B. Daily food service, composed of three meals and snacks, designed with the resident’s plan of care and preferences in mind.
- C. Changes of linens and cleaning of resident’s personal laundry and suite, as needed.
- D. Access to all of the Hospice Center’s facilities, excluding other occupied suites and the kitchen.
- E. Access to all planned social and recreational activities, and provision for special activities of interest at resident’s request, when feasible.
- F. Availability of trained staff and Registered Nurse on a 24 hour basis.
- G. Personal care services.
- H. Supervision of prescribed medications and/or administration of medication upon written order of resident’s physician.

I. Assist/provide for activities of daily living within the guidelines of the care plan developed via the interdisciplinary team.

The above facilities and services are the room & board services provided by CRH under this agreement; for which the resident & guarantor agree to pay the hospice center the daily rate set by CRH and in effect during the resident's occupancy of the hospice center. The current daily rate is \$200 per day. The room & board services described above are separate and distinct from Hospice Benefit Services. Hospice Benefit Services and payment for those services to which the resident is entitled, continues during residence in the Hospice Center.

CRH is not responsible for arranging, contracting or payment for services not covered by the Hospice Benefit or this residential agreement.

**2. Resident and Guarantor understand and agree to accept that CRH provides said room and board services at the Hospice Center under the following Terms and Conditions.**

**A. Eligibility-** CRH operates the hospice center for the benefit of hospice patients in need of residential services and requires that all potential residents be eligible for and admitted in a Hospice Benefit Program.

**B. Code Status-**Residents at the hospice center are encouraged to have a **Do Not Resuscitate Order**. If a resident is a full code and their heart stops staff will call 911 and attempt CPR.

**C. Admission Policy-** CRH's Admission Team admits residents to the hospice center based upon greatest need for residency and an expected lifespan of 12 weeks or less. The patient/resident and/or caregivers goals must be consistent with the Compass Regional Hospice Center Philosophy.

**D. Admissions Process-** To apply for admission to the hospice center, the prospective resident (or designee) and guarantor must accurately complete an application for residential services at the Hospice Center. Our staff will make every effort to ensure that you are fully informed of the services, terms and conditions that apply to residency in the Hospice Center. CRH's Admissions Team will evaluate all applicants and offer admission based on its Admission Criteria Policy and bed availability.

Upon notification of an approved application, the resident and/or guarantor will meet with a CRH's financial representative and determine resident fees based on financial information given. Charges include a daily rate for room and board, plus items not otherwise covered by insurance benefits. Eligible applicants may apply for use of sliding scale to determine and adjust costs of room and board.

In the event that admission is granted prior to completing any or all of the requirements noted in this agreement, then the resident and guarantor acknowledge that said admission constitutes an obligation on their part to complete all requirements and that they are bound by this agreement as if all requirements had been met. Your execution of these documents is acknowledgement that you understand and accept them.

**E. Payment Terms-** Upon completion of the admission procedure, an admission date will be set. A deposit for two weeks of care is required upon the day of admission. The first week is non-refundable. If a reduced rate is granted the two week payment is non-refundable. Following the initial two weeks of care if a patient should die or discharge from our facility refunds will be pro-rated based on the \$200 per day daily rate. Refunds will be issued within 7 business days based on payment modality by either a credit card refund or check.

**F. Indemnification-** Resident and guarantor understand and agree that they are responsible for payment for the services received under the Resident Agreement and that CRH has the right to bring legal action to collect not only the unpaid services but also interest at the highest legally allowed rate plus the full cost of their collection efforts and all legal expenses incurred.

**G. Insurance Coverage-** Resident and Guarantor are responsible for payment to CRH for room and board services even if resident has insurance coverage for these services. The CRH finance office will provide a statement for the resident to submit to the insurer. However, the resident and/or guarantor are responsible for submitting the claim. If CRH has a contract with the insurance company that covers the room and board services at the Hospice Center, then CRH will file the claim on behalf of the resident.

**H. Discharge Planning/Transfer-** The Hospice Center is not a long-term care facility. All parties (resident, family, guarantor, power of attorney, etc) involved

in the resident's care, understand and agree that if a resident's medical condition stabilizes or improves; CRH may require the resident's discharge from the hospice center, back to his or her former residence or placement into another facility.

When a resident requests a transfer to another facility such as a skilled nursing facility, assisted living facility, or another hospice the following process is followed;

A written transfer summary and the resident's clinical record are requested and are prepared for the receiving provider that includes, at a minimum:

- The reason for the transfer;
- A current medication profile;
- Documentation of the existence of advance directives and DNR status; and
- A summary of the resident's current status and the problems, interventions, and goals identified in the resident's plan of care.

The resident's attending physician provides orders as appropriate for the transfer to another provider.

Members of the interdisciplinary team and the hospice billing department are notified that the resident has transferred to another provider.

The RN Case Manager and the Social Worker provides complete documentation of the resident's transfer in the resident's clinical record.

#### **Discharge for Reasons other than Death:**

Compass Regional Hospice follows a consistent plan for discontinuance of services and supports the resident/caregiver with referrals and planning for continued care as appropriate. Hospice services may be discontinued:

- If the resident moves outside the geographical area serviced by the hospice or transfers to another hospice;
- If the resident no longer meets the eligibility requirements for hospice care;
- If the resident desires curative care or aggressive treatment that is inconsistent with the hospice philosophy and/or the patient's plan of care;
- If the resident consistently seeks treatment outside the mutually developed plan of care without consult of the interdisciplinary team;

- If the resident no longer desires hospice services; and/or
- For cause, if the hospice determines that the resident's (or other persons in the associated with the resident) behavior is disruptive, abusive, or uncooperative to the extent that the delivery of care to the resident or the ability of the hospice to operate effectively is impaired.
- For cause, if the resident/personal representative has failed, after reasonable and appropriate notice, to pay for a stay at the Hospice Center.

Prior to a resident being discharged for cause, Compass Regional Hospice;

- Advises the resident that a discharge for cause is being considered;
- Makes a serious effort to resolve the problem(s) caused by the residents behavior or the situation;
- Ensures that the decision to discharge the patient is not related to the resident's use of necessary hospice services; and
- Documents in the resident's clinical record the problem(s) and the efforts made to resolve the situation.

When a resident is discharged from hospice (and is not transferring to another hospice), he or she is no longer covered under the Medicare hospice benefit, and resumes Medicare coverage of the benefits waived by the election of hospice care and may, at any time, elect to receive hospice care again in the future if he or she meets the eligibility requirements.

Prior to a planned discharge, the hospice obtains a written physician's discharge order from the attending physician or the hospice Medical Director if the attending physician is not available and review of the discharge decision is documented in the discharge note. If an unplanned discharge occurs without the knowledge of the interdisciplinary team every effort will be made to provide the resident/caregiver with appropriate discharge instructions and available resources.

If the interdisciplinary team determines that the patient no longer meets the hospice's eligibility requirements, discharge planning occurs as follows:

- The RN Case Manager consults with the resident's attending physician regarding the need for other health care services and obtains appropriate discharge and referral orders;
- The RN Case Manager or Social Worker arranges for these services at the request of the resident/caregiver after acquiring physician approval;
- The resident and his or her caregivers are included in the discharge planning process and members of the interdisciplinary team provide appropriate education and support as needed; and
- Notification of the discharge date is provided to the resident and to the resident's attending physician as soon as it is determined.

When the resident is discharged from hospice because eligibility criteria are no longer met, the hospice provides a copy of the plan of care and the hospice discharge summary to the resident's attending physician. This discharge summary is filed in the clinical record and includes:

- A summary of the resident's stay including treatments, symptoms and pain management;
- The resident's current plan of care;
- The resident's latest physician orders; and
- Any other documentation that will assist in post-discharge continuity of care.

**I. Change of Condition/Notice-** CRH, through its staff, shall use its best efforts to notify the resident's physician and/or designated agent of any significant change in physical, mental, or emotional status.

**J. Termination of Agreement-** Residents may terminate the agreement at any time by giving CRH written notice. The termination will become effective upon the date of resident's safe discharge. Written notice is required to ensure safe and appropriate discharge planning. CRH may terminate this agreement at any time for reasons including, but not limited to, nonpayment or violation of the Hospice Center Rules.

**K. Pharmacy Coverage-** CRH uses the services of a contracted pharmacy to provide resident's medications. When medications are *not* covered under the

hospice insurance benefit the patient and/or guarantor must complete and sign the agreement entitled “Payment for Medications Not Covered by Compass Regional Hospice”

**L. Personal Belongings-** In each resident suite there is a wardrobe with two shelves and four drawers for storage of personal items. Valuables should not be kept in the hospice center suite. Any valuables that are present should be removed by the family at time of death. CRH cannot be responsible for valuables left in the suite or on the patient at the time of death. Personal items left behind in the hospice center are promptly discarded unless otherwise arranged. Items held for pick-up are scheduled for disposal after three business days.

**3. Resident and Guarantor understand and agree to accept the following CRH Hospice Center Rules as further conditions and terms of residency.**

**A. Smoking-** Compass Regional Hospice is a smoke-free campus.

**B. Respect /family privacy-** Please remember that everyone deserves privacy. Allow our residents & families (even familiar faces) their own time & space.

**C. Common areas-** The common living/dining room is open to all. The thermostat, electronic devices and fireplace will be adjusted by staff *only*. Hospice Center suites are equipped with individual heat/air controls that may be set as desired by the resident. Please pick-up after yourselves to maintain a safe environment. Due to state guidelines, all on site meal preparation must be done by trained staff or volunteers only. Visitors are welcome to bring *your* loved one a special meal. Unfortunately, food prepared in non-regulated kitchens cannot be shared among our residents.

**D. Visiting hours-** Friends and family are welcome to visit from 8 AM-10 PM. Any visitation outside of this time frame must be cleared with the CRH Clinical Director or designee. Identification may be required at any time. Visits may be temporarily restricted to protect the rights and safety of other residents.

In the best interest of the resident, the Clinical Director (or designee) may require supervised visits and reserves the right to request individuals to leave the premises when inappropriate behavior is displayed.

**E. Parking/access-** Please utilize the parking lot closest to the residential center, and enter through its main entrance (into the great room) only. For safety and security reasons, our doors will remain locked. Visitors are asked to ring the doorbell once for entry, a volunteer or staff member will let you in as quickly as possible. The French doors in resident rooms are not to be used for routine ingress and egress of visitors. Individuals are requested not to discard trash or cigarette butts in the parking lot.

**F. Phone/Internet/Television usage-** Each room has a telephone with a direct line and a television equipped with cable programming. Laptops are welcome as wireless internet is available throughout the center.

**G. Personalization-** While we encourage residents to personalize their rooms during their stay, please refrain from moving furniture or hanging anything on the walls. Each room provides a special board for placement of favorite photos and cards.

**H. Meal times-** Residents will be served their meals at the following times:

7-8 AM- Breakfast

12-1 PM- Lunch

5-6 PM- Dinner

Snacks will be served as desired by each individual guest. Unfortunately, we are not able to offer meals to friends/family. However, if you plan on arriving around mealtime, you are more than welcome to bring your own meal, and dine together.

**I. Pets-** Healthy pets, with written documentation from a licensed veterinarian indicating proof of up-to-date immunization status is required prior to any visitation. Pets should be on a leash and they should remain in the guests' room in respect of others with pet dander allergies. Unfortunately, pets may not remain with guests 24/7.

**J. Valuables-** Please leave valuables at home, as we don't have the ability to secure them, and CRH cannot assume responsibility for missing items.

**K. Identification-** In accordance with our safety & security policies, each resident will be photographed upon admission and given a bracelet with their full name and date of birth: these items will serve as our two patient identifiers.

It is recommended that clothes and other items brought from home are



labeled, using permanent marker, with the residents' initials.

**L. Outside visits-** When able, residents are welcome to enjoy outings with friends and family ranging from a few hours up to two days. However, we request advanced notice of at least 24 hours for visits planned of more than 2-4 hours. Unoccupied rooms will not be reserved for any longer than 48 hours. Please see the hospice center case manager or designee to arrange all outings.

**M. Complaint and Grievance -** Patients and/or their family members who have concerns about the health care or treatment a patient did or did not receive through CRH is encouraged to contact the Clinical Director at 443-262-4100. In addition, they may file a complaint with the Maryland Department of Health and Mental Hygiene Office of Health Care Quality logging onto their web site [www.ohcq.org](http://www.ohcq.org) and selecting "file a complaint" or contacting them via telephone 800-492-6005. Written complaints can be submitted to:

Office of Health Care Quality  
Spring Grove Hospital Center  
Bland Bryant Building  
55 Wade Avenue  
Catonsville, Maryland 21228.

**N. Emergency Preparedness –**CRH maintains an Emergency/Disaster Management Plan designed to ensure resident and staff safety and continuity of care and services before, during and after an emergency and/or a disaster in the community and the hospice center. A detailed plan outlining CRH's approach to emergencies and/or disasters and the provisions for continued services is included in the admission packet.

**For purposes of this agreement, the following person is to be recognized as the Guarantor of the obligations of the resident named in this agreement:**

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**Name**

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**Address**

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**Telephone (Home)**

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**(Cell/Work)**

**For purposes of this agreement, the following person is to be recognized as the Designated Agent of the Resident to be notified in case of any emergency:**

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**Name- Relationship to the Resident**

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**Address**

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**Telephone (Home)**

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**(Cell/Work)**

***This Agreement is Entered into and accepted by and on behalf of CRH, Resident and Guarantor as of the day and date first written above.***  
**For Compass Regional Hospice**

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**Printed Name and Signature of CRH Representative**

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**Printed Name and Signature of Resident**

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**Printed Name and Signature of Guarantor**

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**Printed Name and Signature of Designated Agent**