

Considerations for the “Routine Home Care Contract” Established by Hospice—RCAC/CBRF Interfaces

Developed By Wisconsin Department of Health Services, Division of Quality Assurance
and the Hospice Organization and Palliative Experts (HOPE) of Wisconsin

The Hospice-RCAC and Hospice-CBRF Interfaces establish an expectation that hospices and assisted living facilities (“ALFs”) will develop a written agreement when caring for joint patients. The Interfaces indicate the following provisions should be included in a written agreement:

Coordination of Care

- A provision stating that the hospice assumes responsibility for determining the appropriate course of hospice care, including the determination to change the level of services provided
- The delineation of the roles of the hospice and the service provider in the admission process, assessment, interdisciplinary group meetings and ongoing provision of palliative and supportive care
- A method of evaluation of the effectiveness of those contracted services through the quality assurance program based on state and federal rules and regulations
- The qualifications of the personnel providing the services
- A stipulation that services are to be provided only with the authorization of the hospice and as directed by the hospice plan of care for the patient
- The manner in which the contracted services are coordinated and supervised by the hospice

Delineation of Services Furnished by Each Provider

- Identification of the services to be provided by each provider
- A delineation of the hospice’s responsibilities for all services delivered to the patient/resident or the patient’s/resident’s family or both, through the contract, which include, but are not limited to the following: (i) medical direction and management of the patient/resident; (ii) nursing; (iii) counseling (including spiritual, dietary and bereavement); (iv) social work; (v) 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; (vi) all other hospice services that are necessary for the patient’s/resident’s terminal illness and related conditions
- As applicable:
 - Services to be provided by the RCAC as part of the not more than 28 hours of care per week may include: (i) personal care services; (ii) assistance with activities of daily living (“ADLs”); (iii) assistance with administration of medications under the direction of the hospice (IV, IM meds are the responsibility of the hospice). RCAC staff may be limited to the type of medication administered based on training, competency and supervision
 - Services to be provided by the CBRF may include: (i) personal care services; (ii) assistance with ADLs; (iii) assistance with administration of medications under the direction of the hospice (IV, IM meds are the responsibility of the hospice). CBRF staff may be limited to the type of medication administered based on training, competency and supervision; (iv) community/leisure time activities; (v) room cleanliness; (vi) supervision/assistance with durable medical equipment use and prescribed therapies; (vii) family/legal representative contacts unrelated to medical/terminal conditions; (viii) health monitoring of general conditions (i.e., accuchecks/temps/blood pressure) and report to hospice; (ix) nutritional meals, snacks
- A delineation of the responsibilities for the hospice and the ALF to provide bereavement services to ALF staff

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Communication

- The manner in which the ALF and the hospice are to communicate with each other and document such communications to ensure that the needs of patient/resident are addressed and met 24 hours a day
- A provision that the ALF immediately notifies the hospice if: (i) a significant change in a patient’s/resident’s physical, mental, social or emotional status occurs; (ii) clinical complications appear that suggest a need to alter the plan of care; (iii) a need to transfer a patient from the ALF and the hospice makes arrangements for and remains responsible for, any necessary continuous care or inpatient care related to the terminal illness and related conditions; (iv) a patient/resident dies
- A provision that the hospice 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 the hospice to the ALF within 24 hours of the hospice becoming aware of the alleged violation. Although ALFs are not required to inform hospices, the Interface indicates exchange of this information should be encouraged

For RCAC agreements only:

- An RCAC shall not provide more than 28 hours/week of supportive personal and nursing services to each patient/resident. There is no limit on the type or amount of other services, activities or amenities which the facility provides
- “Supportive services” means assistance with tasks which the patient/resident cannot perform for him/herself as a result of functional limitations or one-on-one supervision of the patient/resident. Supportive services include meals, housekeeping, laundry, arranging for transportation and arranging for access to medical services
- A provision that the hospice may use the RCAC personnel, where permitted by Wisconsin law and as specified by the RCAC, to assist in the administration of prescribed therapies included in the plan of care only to the extent that the hospice would routinely use the services of a hospice patient’s/resident’s family in implementing the plan of care