Medica Protocols

Hospice

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. Prior authorization is not a guarantee of payment.

4. 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.

5. 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.

6. Operate within “Per Diem” or “Per Hour” and “visit by type” parameters as outlined in the Appendices to the Agreement and/or as communicated by Medica.

7. Refer Members only to other Network Providers, including hospitals and other facilities, unless otherwise authorized by Medica pursuant to the Member’s Benefit Contract. 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.

8. 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.

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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 and for inter-city visits.

2. 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.

3. 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.

4. 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”).