

## CONTRACT DISCLAIMER

The product you have purchased has been prepared by Arent Fox LLP (“Arent Fox” or “we”) and contains legal forms (“Hospice Form Contracts”) that we hope you find useful. By your purchase and use of the Hospice Form Contracts, you acknowledge that you have read and agree to the following terms:

1. By purchasing the Hospice Form Contract, you have not established an attorney-client relationship with any Arent Fox lawyer. This is the case even if an Arent Fox lawyer has answered any question you may have posed concerning the Hospice Form Contract. Providing the Hospice Form Contract to you does not constitute legal advice and does not constitute the formation of an attorney-client relationship. If you wish to engage Arent Fox to provide any legal advice, you will need to contact an Arent Fox lawyer, who may decide to accept you as a client, in which case you will be required to enter into a formal engagement agreement.
2. Arent Fox strongly recommends that you consult a lawyer with experience in giving advice concerning the hospice contract before you enter into any contract based on the Hospice Form Contract.
3. The Hospice Form Contract is not intended to be used without appropriate revisions to reflect the facts and circumstances of your particular situation. The ultimate responsibility for regulatory knowledge and compliance lies with the hospice provider and its staff.
4. State law, and interpretations of state law, applicable to the contract you enter into, may necessitate revision of the Hospice Form Contract. Arent Fox and Cooley and Stange, LLC (“Weatherbee Resources”) have not included any state-specific requirements.
5. The law, or interpretations of law, applicable to the Hospice Form Contract, may periodically change. Arent Fox and Weatherbee Resources have no obligation to update the Hospice Forms Contract. We recommend you consult with a lawyer to update your contract(s) in the event of any regulatory updates or changes.
6. Arent Fox is not affiliated in any way with any other person or entity, including Weatherbee Resources. Arent Fox is not responsible for any acts or omissions of Weatherbee Resources.
7. Weatherbee Resources is not affiliated in any way with Arent Fox. Weatherbee Resources is not responsible for any acts or omissions of Arent Fox.
8. The sale of this product is not intended to, and does not, constitute attorney advertising or solicitation.

9. Your purchase and utilization of this product indicates your understanding that you may customize and use this contract for internal purposes at one location only, and that you will not disclose the contents of this product to any third party or allow any third party to use the materials for any purpose without written permission from Arent Fox and Weatherbee Resources.
10. Arent Fox and Weatherbee Resources are not responsible for any loss, injury, claim, liability, or damage arising from use of the Hospice Form Contract. Purchase of this product is “AS IS” without any expressed or implied representation or warranty of any kind, including any warranty of merchantability or fitness for a particular purpose.

Purchasers of this Hospice Form Contract are permitted to use the contractual language contained herein for one hospice location only. No part of this contract may be reproduced in any form or by any means, electronic or mechanical including photocopying, recording or by any information storage and retrieval system and shared with third parties, without prior written permission of Weatherbee Resources and Arent Fox. To license this Hospice Form Contract for use at more than one location, please contact Weatherbee Resources at (866) 969-7124 or [info@weatherbeeresources.com](mailto:info@weatherbeeresources.com).

## CONTRACT CUSTOMIZATION INSTRUCTIONS

Thank you for purchasing this contract template from Weatherbee Resources. In addition to the Contract Disclaimer information on Pages 1 and 2, please note additional instructions detailed below to guide the purchasing hospice organization through the contract customization process.

1. Any contract text highlighted in blue (example: **contract text in blue**) denotes optional text or verbiage. When the hospice encounters blue highlighted text, it may: 1) adopt the recommended contract language; 2) customize the contract language to align with terminology/verbiage included in the hospice's policy and procedure documents or other verbal or written processes; or 3) delete the contract language and/or footnote(s) if not applicable.
  - For example, if the hospice uses the term "Chief Medical Officer" to represent the physician who has responsibility for the medical component of the hospice's patient care program (referred to as a "Medical Director" in federal hospice regulations), Weatherbee recommends customizing the blue text within the contract to be consistent with the verbal and written title(s) used by the hospice organization when referencing this physician.
  - Please note if the hospice customizes any contract verbiage highlighted in blue, the hospice will need to customize the same verbiage throughout the entire contract for consistency. Based on the example above, the hospice would change "Medical Director" to "Chief Medical Officer" throughout the contract. In Microsoft® Word, the hospice can use the "find and replace" function for extensive customization in the contract.
2. For any contract text highlighted in yellow (example: **contract text in yellow**), the hospice will customize the contract by inserting the requisite information in the highlighted area. For example, one contract contains the following yellow highlighted text for the hospice's customization. In this example, the hospice would insert the state where the hospice is licensed, delete the brackets, and delete the highlighting in order to finalize the contract:
  - For example, "WHEREAS, Hospice Provider is licensed by the State of **[insert state]** (the "State") as a Hospice and is certified to participate in the Medicare and Medicaid programs..."

The sample language below demonstrates the blue and yellow contractual text that will require customization/editing by the hospice, as detailed above:

This AGREEMENT ("Agreement") is made and entered into this **[ ]** day of **[ ]** 20**[ ]** ("Effective Date") by and between **[ ]** ("**Hospice Provider**"), and **[ ]** ("**Medical Director**"), each referred to herein as "Party" and collectively the "Parties."

Once contract customization is complete with brackets and highlighting removed, the contract will read:

“This AGREEMENT (“Agreement”) is made and entered into on this 1st day of August 2019 (“Effective Date”) by and between ABC Hospice (“Hospice Provider”), and John Smith, MD, HMDC (“Chief Medical Officer”), each referred to herein as “Party” and collectively the “Parties.”

3. In order to finalize the contract once the hospice’s customization is complete, Weatherbee Resources and Arent Fox recommend the following:
  - a. Conduct a final review of the contract to verify accuracy of the contractual language and to ensure all customization is correct. If the hospice has any questions or needs guidance, please consult the hospice’s legal counsel.
  - b. Delete the *Contract Disclaimer* and *Contract Customization Instruction* pages (the first 4 pages of this document), so the only pages remaining are the actual contract.
  - c. Remove the yellow and blue highlighting of all contract text, including any highlighted footnote(s).
  - d. Delete any “Note to Hospice Provider” language in the footnote(s).
  - e. Delete any language not applicable to the hospice, as recommended by the hospice’s legal counsel.
  - f. Save and maintain the final document according to the hospice’s usual and customary record keeping process.
  - g. Prepare the final contract for signature by both parties.
  - h. Once signed by both parties, maintain the fully executed contract according to the hospice’s usual and customary record keeping process.
  - i. Note the expiration date of the contract and follow-up according to the hospice’s usual and customary contracting process to ensure no future lapse in the contractual relationship.

**AGREEMENT FOR INPATIENT HOSPICE SERVICES  
FOR SYMPTOM MANAGEMENT AND PAIN CONTROL**

**THIS AGREEMENT** (“Agreement”) is made and entered into this [ # ] day of [ month ], 20[ year ] (“Effective Date”), by and between [ Hospice Name ] (“Hospice Provider”), and [ Name of Skilled Nursing Facility (SNF) or Hospital ] (“Inpatient Facility”) located at [ SNF or Hospital address, city, state, and zip code ], each referred to herein as “Party” and collectively the “Parties.”

**WHEREAS**, Hospice Provider is licensed by the State of [ insert state ] as a Hospice and is certified to participate in the Medicare and Medicaid programs; and

**WHEREAS**, Hospice Provider primarily provides Palliative and Supportive Care through an Interdisciplinary Group (IDG) to Terminally Ill Hospice Patients who have elected Hospice Care, and their primary caregivers and families; and

**WHEREAS**, Hospice Provider desires to contract with Inpatient Facility to provide Inpatient Hospice Services for symptom management and pain control.

**CHOOSE ONE OF THE FOLLOWING DEPENDING ON THE ENTITY TYPE  
(e.g., HOSPITAL OR SKILLED NURSING FACILITY) THE HOSPICE PROVIDER IS  
CONTRACTING WITH:**

[WHEREAS, [insert name of Hospital], hereinafter referred to as Inpatient Facility, is licensed in the State of [ insert state ] as a hospital and is certified to participate in the Medicare and Medicaid programs as a hospital with services available on a twenty-four (24) hours per day, seven (7) days per week basis; ]

**OR**

[WHEREAS, [insert name of Skilled Nursing Facility], hereinafter referred to as Inpatient Facility, is licensed in the State of [ insert state ] as a Skilled Nursing Facility and is certified to participate in the Medicare and Medicaid programs as a Skilled Nursing Facility with registered nursing services available on a twenty-four (24) hour per day, seven (7) days per week basis.]

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth below, the Parties do hereby agree as follows:

**ARTICLE 1**

**RESPONSIBILITIES OF HOSPICE PROVIDER**

**Section 1.1** *Written Consent.* Prior to provision of care, Hospice Provider shall obtain written consent from the Patient or the Patient’s Representative, in accordance with the laws of the State and the Medicare regulations, indicating that the patient elects to receive Hospice Care.

**Section 1.2** *Advance Directives.* Prior to commencing services, Hospice Provider shall provide the Hospice Patient or the Hospice Patient's Representative with advance directives and do not resuscitate order information in accordance with Laws.

**Section 1.3** *Hospice Inpatient Services.* Hospice Provider provides Inpatient Hospice Care for symptom management and pain control in accordance with Law and [insert name of Hospice Provider Accrediting Organization, if applicable] standards, based upon the needs of the Hospice Patient and family as described in the Hospice Provider Plan of Care.

**Section 1.4** *Hospice Provider Plan of Care.* Hospice Provider shall develop, review, and revise a Hospice Provider Plan of Care for each Hospice Patient. Hospice Provider will furnish Inpatient Facility with a copy of the Hospice Provider Plan of Care and will specify the Inpatient Hospice Services to be provided. The Hospice Provider Plan of Care will be updated at intervals specified in the Hospice Provider Plan of Care by the Attending Physician (if one has been identified by the Hospice Patient), the Hospice Provider Physician and the IDG, at a minimum every fifteen (15) calendar days, or earlier as needed, and these services will be communicated to the Inpatient Facility. Any changes to the Hospice Provider Plan of Care will be discussed with the Hospice Patient or Representative, and a representative of the Inpatient Facility.

**Section 1.5** *Coordination of Services.* Hospice Provider and Inpatient Facility have agreed to participate in a system of communication as described in Hospice Provider Policy and Procedure to:

- (a) Ensure that the IDG maintains responsibility for directing, coordinating, and supervising the care and services provided.
- (b) Ensure that the care and services are provided in accordance with the Hospice Provider Plan of Care.
- (c) Ensure that the care and services provided are based on all assessments of the Hospice Patient and family needs.
- (d) Provide for and ensure the ongoing sharing of information between all disciplines providing care and services in all settings, whether the care and services are provided directly or under arrangement.
- (e) Provide for an ongoing sharing of information with other non-hospice healthcare providers furnishing services unrelated to the Terminal Illness and related conditions.