



Smarter Solutions.
Better Outcomes.

Medicare-Certified
Hospice Agency
Administrative
Policies & Procedures
Manual

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EDITING YOUR MANUAL

This document's formatting is controlled by the use of Word styles. It is a Microsoft Word document and should operate on systems using Office 98 software or higher. Kenyon HomeCare Consulting has done its best to ensure reformatting will be minimal for most agencies, but we do not assume liability for any formatting errors that may occur.

There are a number of text placeholders that will need to be replaced with your agency's information. Text placeholders are as follows:

[HOSPICE AGENCY NAME] — Your agency's business name

[BUSINESS TYPE] — Your agency's business type

[STATE] — The state your agency is licensed in

[OPENING TIME] — Your agency's opening operating time

[CLOSING TIME] — Your agency's closing operating time

[GEOGRAPHIC COVERAGE AREA] — Your agency's geographic coverage area, including cities, towns, and/or counties

[HOLIDAYS OBSERVED] — Your agency's observed holidays that you will be closed for

[DOLLAR LIMIT] — Your agency's dollar limit within document

[JOB TITLE] — Your agency's Administrator title

[STATUS] — Your agency's status: for-profit or non-profit

To Find and Replace Text Placeholders:

1. On the Edit menu, click Replace.
2. In the Find what box, enter the placeholder text exactly as it is above that you want to search for.
3. In the Replace with box, enter the replacement text.
4. Click Find Next, Replace, or Replace All.
5. To cancel a search in progress, press ESC.

To Update Table of Contents:

You can update either the whole table of contents or page numbers only.

1. Hold down CONTROL key, click the table of contents, and then click Update Field.
2. Click the option that you want.

ACCEPTANCE OF THE ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

I attest that the following administrative policies and procedures have been reviewed by me and have been accepted and approved by the Governing Body as the policies and procedures that guide the practices and services for [HOSPICE AGENCY NAME].

President, Governing Board

Date

MEDICARE CERTIFIED
HOSPICE AGENCY
ADMINISTRATIVE
POLICIES AND PROCEDURES
MANUAL

Accreditation Ready

ACHC Certified 2020

CHAP Certified 2020

ORGANIZATION AND ADMINISTRATION

MISSION STATEMENT AND PHILOSOPHY

POLICY

The [HOSPICE AGENCY NAME]'s Governing Body has adopted a written mission statement that reflects the end-of-life care philosophy and includes palliative care, a consumer focus, and a commitment to the concept of quality hospice care. The agency will serve its patients and families with dignity and comfort prioritizing service goals based on patient/representative input, and delivering timely, coordinated, and culturally sensitive end-of-life care.

PURPOSE

To serve as the guiding principles for the agency's policies, procedures, services, and programs.

PROCEDURE

1. The mission statement is established with appropriate IDG and administrative personnel input and approved by the Governing Body.
2. The mission statement is reviewed, revised (if needed), and approved at least every 36 months by the Governing Body.
3. The mission statement and philosophy are included in all orientations.
4. A written copy of the mission statement is available for patients, referral sources, and other interested parties.

EXAMPLE

[HOSPICE AGENCY NAME] is dedicated to excellent, respectful, physical, social, and emotional end-of-life care to patients and families served in our communities provided in a team approach by qualified personnel and volunteers in a fiscally responsible manner.

REFERENCES:

CMS 42 CFR 418.100

ACHC HSP1-1A.01

CHAP- No CHAP standard for mission statement.

GOVERNING BODY

POLICY

The Governing Body of [HOSPICE AGENCY NAME] shall assume full legal authority and responsibility for the operation of agency, including but not limited to: compliance with legal requirements and regulatory requirements including the Medicare Hospice Conditions of Participation, applicable accrediting body standards, provision of all hospice services, fiscal and personnel management, and its quality improvement activities. The Governing Body will notify regulatory agencies and accrediting bodies of negative outcomes from reviews, surveys, and/or audits. The Governing Body is made up of individuals with relevant expertise to effectively govern the agency and follow its mission.

PURPOSE

1. To ensure lines of authority are established for effective agency management.
2. To ensure patients are provided with appropriate, quality services.

PROCEDURE

As a legal entity in the state of [STATE] the duties and responsibilities of the Governing Body shall include:

1. Establishing and periodically reviewing no less frequently than every 36 months, the bylaws (or acceptable alternative), articles of incorporation, legal agreements, and mission statement that regulate the Governing Body conduct.
2. Defining the business structure and clearly indicating lines of authority.
3. Developing and approving strategic and operational plans and complying with all Medicare regulations regarding operations of multiple sites.
4. Community needs planning, if applicable
5. Appointing a qualified Administrator delegated to have the authority and responsibility for the provision of services in accordance with state and federal regulations, accreditation standards, and agency mission, and who is required to comply with the agency's bylaws, mission statement, and other legal documents. The responsibilities of the Administrator are defined in the Administrator's job description. The Governing Body also designates an individual to serve in the absence of the Administrator.
6. Performing a yearly evaluation of Administrator and evaluating agency performance.

7. Assuring that qualified and competent professionals are available for patient care.
8. Designating the Interdisciplinary Group (IDG) responsible for directing, coordinating, and supervising hospice care per standards of practice and development of hospice clinical policies and procedures.
9. Assuring that the agency applies the Medicare Conditions of Participation to both Medicare and non-Medicare patients for all programs.
10. Arranging for professional advice, as required for oversight of fiscal and/or operational affairs of the agency.
11. Overseeing and approving the fiscal administration of the agency including but not limited to financial statements, annual budget, capital expenditures, contracts, required licenses and insurances, and other legal functions as identified. The Governing Body holds the Administrator/designate responsible for fiscal management and providing for annual review or audit by auditor or accountant.
12. Designating a qualified physician as Medical Director, who is an employee, volunteer, or under contract to provide the medical management of agency patient care 24 hours/day and designates an alternate physician to fulfill the Medical Director responsibilities in the Medical Director's absence.
13. Assuring that new Governing Body members are oriented to the agency as appropriate to their responsibilities and knowledgeable and responsive to key issues affecting the agency.
14. Approving new and/or revised policies and procedures consistent with the mission statement and assuring that a review of policies and procedures by qualified professionals occurs annually.
15. Adopting and at least annually reviewing and approving the administrative, personnel, patient care policies and procedures, licensure regulations, the annual operating budget, and capital expenditure plan.
16. Providing and maintaining adequate resources and an office facility adequately equipped for efficient work and confidentiality of patient records.
17. Providing a safe working environment in compliance with local ordinances and regulations.
18. Providing access to industry associations, Centers for Medicare and Medicaid (CMS) websites, and other resources as necessary to remain current with hospice related regulations and practices.
19. Assuring that Governing Body, IDG, and personnel complete an annual Disclosure of Conflict of Interest form identifying professional and personal direct and indirect relationships and interests. Maintaining these forms on file.

20. Ensuring accurate, complete, and signed minutes document actions taken at all official Governing Body meeting and retaining for a minimum of five years or state regulation mandate. Minutes are distributed as determined by the Governing Body.
21. Appointing a qualified individual who is responsible for operating the *Quality Assurance/ Performance Improvement (QAPI) Program*
 - a. *QAPI Committee*: As part of the agency's Quality Assurance/ Performance Improvement, a committee comprised of administrative and clinical staff will coordinate all performance improvement activities. Written minutes of meetings are maintained at the agency's office.
22. The Governing Body may establish committees as deemed necessary. Such committees may meet ad hoc or regularly and may include: Budget, Clinical Record Review, Quality Assurance/ Performance Improvement, Safety, Ethics, and Policy. If such committees are formed their functions are as follows:
 - a. *Budget Committee*: A special committee, appointed by the Governing Board, assists in the preparation of the annual budget and reviews the financial position of the agency. It presents a report of findings, recommendations (if any), and the proposed budget to the Governing Board on an annual basis. Written meeting minutes are maintained at the agency's office.
 - b. *Special Committees/Consultants*: The Governing Board may organize committees or hire consultants to undertake special projects. Such committees may be convened to study personnel issues, program development, and other matters related to agency operation and planning.
 - c. *Clinical Record Review Committee*: As part of the agency's overall Quality Assurance/ Performance Improvement, appropriate health professionals, representing at least the scope of the program, is required to review a sample of both active and closed clinical records to determine whether established policies are followed in furnishing services directly or under contract at least quarterly. Any records reviewed by outside persons need to comply with HIPAA standards. This committee will receive a summary report of the record reviews to discuss the results and determine an appropriate improvement action plan if needed. Written minutes of meetings are maintained at the agency's office.
 - d. *Safety Committee*: As part of the agency's goal to maintain and resolve safety issues, a Safety Committee, appointed by the Administrator, will meet at least annually.
 - e. *Ethics Committee*: Appointed by the Administrator to ensure that all issues are resolved in an ethical manner, the Ethics Committee shall meet on an

annual basis and, as special issues arise, meetings can be called as frequently as necessary.

- f. *Policy Committee:* A review of all policies and procedures by a Policy Committee appointed by the Administrator will be completed on a yearly basis.

23. A list of Governing Body members will be provided to regulatory, federal, and state agencies upon request and is maintained in the administrative file with the Governing Body minutes.

REFERENCES:

CMS 42 CFR 418.100 (b) 1a–e, 418.100(b) 2, 418.56(a)1, 418.56(a)2, 418.58(b)3, 418.58(e), 418.56(e)1–3, 418.64, 418.70, 418.100(c) (418.100) (L648) (L649) (418.100(b)) (L651)
ACHC HSP1–1A–2B.03, HSP1–3A.01, HSP1–4A–B, HSP1–2B, HSP3–1A.01, HSP1–7A.01, HSP6–1A
CHAP HSLG 2.I, HSLG 3.I, HQPI 1.D, HQPI 2.I