

INTRODUCTION

The National Home Infusion Association has developed this NHIA Model Contract Addenda to be of service to the home infusion community with several purposes in mind. First and of high importance, this document serves home infusion providers and payers as an additional educational resource on home infusion services coding, complimenting NHIA's originally published educational resource, the NHIA National Coding Standard for Home Infusion Claims under HIPAA¹. Second, to become compliant with HIPAA standardized coding, many managed care contracts between home infusion providers and payers must be reformatted, and we believe this educational document will assist contracting organizations in developing the coding structure and contract language needed for HIPAA compliance. This document is a resource to obtain model contract language specific to home infusion services that may be included as addenda to a more general provider-payer contract.

In return for your purchase, you are licensed to use NHIA's copyrighted Model Contract Addenda under the following terms and conditions. For questions about this License, contact NHIA by e-mail at info@nhia.org, using subject line "Model Contract Addenda" or call NHIA at 703-549-3740.

NHIA COPYRIGHT² OF THE MODEL CONTRACT ADDENDA AND LICENSED USES:

The Model Contract Addenda are copyrighted by the National Home Infusion Association. NHIA developed the Model Contract Addenda to provide a resource to its members and to the industry, and priced its licenses to make them affordable for its members. NHIA grants each USER a **NONEXCLUSIVE** and **NON-TRANSFERABLE** license to use the Model Contract Addenda, including any updated versions issued during the time period of this License, but subject to the all of the following terms, conditions, and limitations:

- When the purchaser is an individual, that person shall be the only licensed USER. When the purchaser is not an individual, the purchasing business organization shall be the licensed USER, but each license granted to a business organization shall extend to no more than three sites identified to NHIA by the USER, and each such Site must be under the absolute and total control of the USER, or under absolute and total common control with the USER³. Purchase of a license shall entitle an individual or a business organization to use the Model Contract Addenda solely for the business purposes of the individual or organization. Any licensed USER may use and modify the Model Contract Addenda and updates in contract proposals or negotiations, and in contracts; but shall delete any reference to NHIA's copyright and all other references to NHIA.
- USER also may use all or any portion of the Model Contract Addenda in presentations to employees or agents of USER or an Affiliate, or in any presentation sponsored by a governmental agency, board or by a not-for-profit trade association, provided that for any such use, USER must quote the then-current verbatim text of any portion of the Model Contract Addenda that are used for any of these purposes and must also i) include an acknowledgment that the source is the NHIA Model Contract Addenda; ii) include the NHIA copyright statement; and iii) include a statement that "NHIA and its contributors disclaim any liability resulting from the use of the information contained herein and this material is not a substitute for advice from legal, accounting and other professional advisors."

¹ Obtain from www.nhia.org.

² The code values and their HIPAA-compliant descriptions are obtained from HCPCS and CPT® code sets; and NHIA does not claim copyright on them, but NHIA does claim copyright for the systematized ordering of this information in the Model Contract Addenda. CPT® is a trademark of the American Medical Association.

³ In construing this provision, the term "Site" shall mean each distinct physical address or location from which USER conducts any business, regardless of whether services are offered from or coordinated through the location; and the term "control" shall indicate a 100% ownership interest. The term "Control" includes only a site that shares an absolute 100% identity of ownership and control. Thus, arrangements like franchises, joint-ventures, and management agreements do not meet the "control" standard.

PROHIBITED USES

Except as specifically stated above, no USER is permitted to include any portion of the Model Contract Addenda in a product or service for that which is sold directly for commercial gain, including training materials, seminars, or other services provided in return for a fee, or for any other purpose not specified above. The license also does not permit a USER to use the Model Contract Addenda to offer or provide services to another business organization which is not under the absolute and total control of the USER, or under absolute and total common control with the USER. So for instance, a consulting or billing organization that purchases a license may not use the Model Contract Addenda to assist its clients in negotiating contracts, and all such uses are expressly excluded from this License Agreement. In order to provide that service, the consulting or billing organization or its client would need to purchase a sufficient number of licenses to cover each of the client's sites, under the procedures described above.

NO WARRANTIES:

THE MODEL CONTRACT ADDENDA MATERIAL IS LICENSED "AS IS" AND WITH NO WARRANTY GIVEN. ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION ARE EXPRESSLY DISCLAIMED BY NHIA AND BY EACH PERSON WHO HAS PARTICIPATED IN DEVELOPING THE MODEL CONTRACT ADDENDA, AND ANY UPDATES. NEITHER NHIA NOR ANY CONTRIBUTOR TO THE MODEL CONTRACT ADDENDA SHALL BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR ANY OTHER LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM USE OF THE MODEL CONTRACT ADDENDA AND UPDATES, OR FROM ACCESS OR USE OF THE UNDERLYING WORD PROCESSING SOFTWARE IN WHICH THE MODEL CONTRACT ADDENDA MATERIAL IS PRESENTED.

RELIANCE ON AND USE OF THE MODEL CONTRACT ADDENDA IS AT USER'S OWN RISK:

To develop the Model Contract Addenda, NHIA convened a task force composed of individuals with substantial experience in negotiating managed care agreements for home infusion providers. The Model Contract Addenda are drawn from the experience of the members of NHIA's task force with various issues they have encountered in managed care contracts in a number of states across the United States over the past several years. Due to the nature and breadth of that experience, NHIA believes that the Model Contract Addenda distill a large number of key concepts that should be addressed in negotiating many managed care agreements. However, the experience of the task force is not universal, and NHIA cannot offer the Model Contract Addenda as form language that will address every possible situation in every state. Therefore, in granting this license to USER, NHIA does not warrant the suitability of the Model Contract Addenda for any particular purpose or contract, and NHIA is not conveying financial or legal advice. The underlying financial and legal standards may differ in various states and jurisdictions and also may change over time. In negotiating any agreement, a USER should always consult professional advisors concerning applicable federal and state laws and regulations and the facts and circumstances of the proposed arrangement.

TERM OF LICENSE AND TERMINATION:

The Model Contract Addenda are licensed to USER for one year from date of purchase or renewal. Unless renewed by USER, this license shall expire 365 days after purchase or renewal, except that the license shall terminate immediately upon USER's breach of any term of this License Agreement, and if terminated, USER shall not be entitled to any refund of fees paid. At expiration or termination of the License, USER shall receive no further updates and USER's continued reliance on the Model Contract Addenda will be at peril of using terms that have become outdated, due to factors such as changes in industry practice, or changes in standards established by regulatory agencies and boards, or by accrediting bodies. All disclaimers and limitations on liability of NHIA and its contributors shall survive expiration or termination of the license.

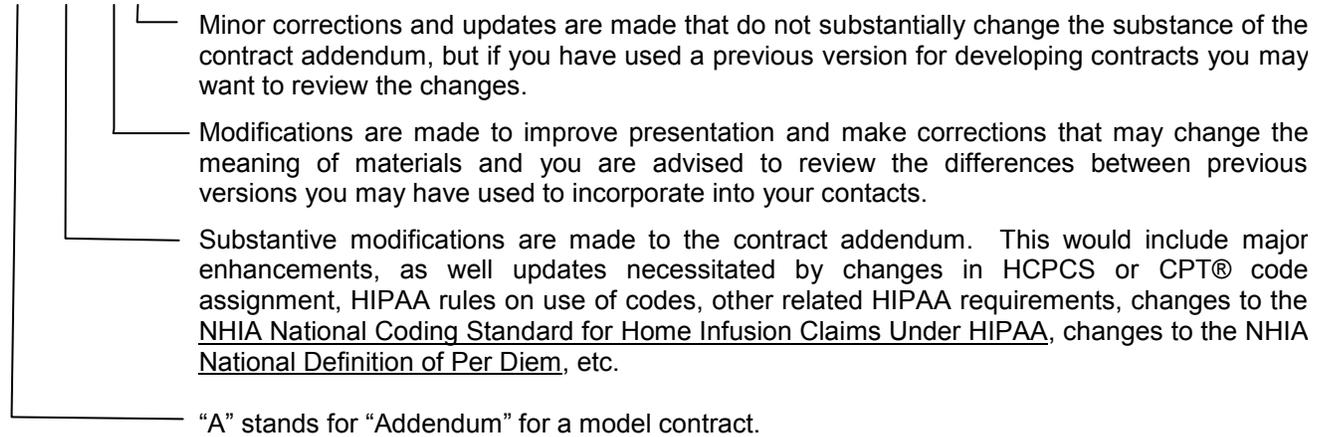
ENTIRE LICENSE AGREEMENT:

This Agreement, and USER's agreement to pay the fees established by NHIA for the license and renewals, shall constitute the entire agreement between NHIA and USER regarding the grant of a license to use NHIA's Model Contract Addenda and updates.

VERSION NUMBER

Each release of the NHIA Model Contract Addenda will have a version number assigned. This document is version A1.02a. We think you will find it useful to know how we assign these values. We display the version number next, and explain what it means if these numbers have changed on a later version that you may obtain.

A 1.02 a Example version identifier with meaning of changes to the sub-components of version identifier.



To illustrate, if after version A1.02a we issue a new version to add more contract terms that would provide providers and payers with additional contractual protections, we would label that version A2.01a.

RECOMMENDATIONS AND COMMENTS

Periodically, the National Home Infusion Association will release new versions of the NHIA Model Contract Addenda. New versions will be necessary to support new therapies, technologies and services; new clinical and business models; changes in HIPAA-compliant code sets; and government mandates; as well as to add clarifications and make other improvements. We encourage you to submit recommendations for changes and other comments via e-mail to info@nhia.org, subject line "NHIA Model Contract Addenda".

QUICK STEPS TO INCORPORATE THIS DOCUMENT INTO A CONTRACT

1. Open the document as obtained from NHIA.
2. Save the document under a new filename (use File, Save As).
3. Delete early pages up to the beginning of Addendum A.
4. View headers and footers.
5. In the headers, delete "NHIA Model Contract Addenda".
6. In the footers, delete "© Copyright 2003 by National Home Infusion Association" and "Version A1.02a".
7. Make all other changes as desired, e.g. completion of rates for each code.
8. Print, check and fix.
9. Close the document.

OTHER TRADEMARKS AND COPYRIGHTS FOR INFORMATION IN THIS DOCUMENT

Current Procedural Terminology (CPT) is copyright 2003 American Medical Association. All Rights Reserved. No fee schedules, basic units, relative values, or related listings are included in CPT. The AMA assumes no liability for the data contained herein. Applicable FARS/DFARS restrictions apply to government use.

CPT® is a trademark of the American Medical Association.

ADDENDUM A**I. BACKGROUND****A. THE HOME INFUSION PROVIDER**

Home infusion providers are licensed pharmacies that provide a wide range of services required to safely and effectively administer home infusion and nutritional therapies, specialty drugs, and disease state and care management services. Home infusion pharmacies are often accredited by a nationally recognized accrediting body, such as the Joint Commission on Accreditation of Healthcare Organizations (www.jcaho.org), Accreditation Commission for Health Care (www.achc.org), or the Community Health Accreditation Program (www.chapinc.org). Accreditation is often a payer requirement in contracting for the provision of home infusion therapy services.

Drug therapies typically provided by a home infusion pharmacy include compounded solutions for parenteral antibiotics, chemotherapy, pain medications, total parenteral nutrition (TPN), and other drug therapies. However, home infusion pharmacies frequently provide additional professional therapies, including enteral nutrition, inhalation therapies using nebulizers, and specialty drugs (e.g., growth hormone) that may be provided as a subcutaneous injectable or for injection through an IV line. Some home infusion pharmacies also provide disease state and care management services; as with home infusion, provision of these additional therapies must be accompanied by extensive pharmacy professional services to optimize efficacy and compliance. Other organizations provide specialty drugs or disease state management without provision of home infusion therapy per se. Because of the overlap of these services, the HCPCS set of "S" codes for home infusion therapies also provides codes for enteral, specialty drug, and disease state and care management services. The nation's health care community labels all of these professional therapies as "home infusion therapy".

B. A STRUCTURE FOR REIMBURSEMENT FOR PROVISION OF HOME INFUSION SERVICES

Commercial insurers widely recognize that providers of home infusion therapy perform services for patients in a home care setting that is a safe and effective alternative to much more expensive institutional care. Another advantage is that patients are provided with care in their more familiar and comforting home surroundings, often leading to their resumption of normal lifestyle and work activities while under therapy. Insurers compensate home infusion providers so that they can continue to provide high-quality, cost-effective services while generating a fair return, i.e. an excess of revenues over expenses. The predominant methodology of compensation consists of three subcomponents:

- (1) **Per Diem.** All necessary supplies (i.e. infusion pumps, administration sets, syringes, etc.) and the very substantial service component are reimbursed through a daily rate. You may reference NHIA's National Definition of Per Diem exhibited in Addendum B to obtain a complete understanding of the services—professional pharmacy services, care coordination, and administrative services—and their costs.
- (2) **Drugs.** All⁴ drugs are coded, billed and reimbursed separately from per diem rates.
- (3) **Home Infusion Nursing Visits.** All services provided by the high-tech home infusion nurse directly to patients in their residences or in other alternate sites are coded, billed and reimbursed separately from per diem rates.

It is evident that each of these three components of reimbursement is important to allowing home infusion providers to continue performing their services. However, if marketplace or government actions result in reduced margins from one of these components, such development should prompt organizations to reassess whether reimbursement for the remaining components is sufficient to ensure continued services. Of particular concern in today's marketplace are attempts to significantly alter the traditional reimbursement mechanisms for drugs. It must be recognized that changes in reimbursement levels to any of these subcomponents may cause PROVIDER to reassess the adequacy of total compensation. PROVIDER and PAYER will consider these issues as a whole and view them as integral to the sustained provision of these cost-effective and high-quality home infusion services.

⁴ The only exception is for TPN, for which components that are part of a standard TPN formula are reimbursed for within the per diem rate.

II. DEFINITIONS

A. PER DIEM. As coded and reimbursed, the term “per diem” represents each day that a given patient is provided access to a prescribed therapy, beginning with the day the therapy is initiated and ending with the day the therapy is permanently discontinued. The term “permanently” shall not be construed to infer that a therapy shall never again be initiated, but rather that continuation of the therapy is simply not predicted or anticipated at the time of cessation. The expected course and duration of the treatment shall be determined by the plan of care as prescribed by the ordering physician.

It shall not be necessary for the patient to receive an actual drug infusion each and every day in order to be considered covered under an existing per diem, so long as additional infusions are anticipated in the near future as prescribed in the physician plan of care. The fact that PROVIDER anticipates continued responsibility for the patient and incurs costs related to such responsibilities, remains accountable for the provision of such anticipated care, and is responsible for the acquisition and allocation of resources that will be necessary to meet these obligations, shall deem the existing per diem to be current, valid, and in force.

This definition is valid for per diem therapies of duration of up to and including every 72 hours. Therapies provided beyond this range (weekly, monthly, etc.) fall outside of the per diem structure, and <fill in>_____.

The full NHIA National Definition of Per Diem is appended to the Agreement in Addendum B.

B. DRUG (MEDICATION). For purposes of coding, billing and reimbursing separately from per diem rates as required by the HCPCS per diem code descriptions, and as referenced elsewhere in this addendum, PROVIDER and PAYER agree the definition of a drug (also called medication) as obtained from the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 353(b)) (“The Act”) is

(i) a prescription drug (also called legend drug) for which The Act requires that the manufacturer’s label contains, at a minimum, the symbol “**Rx only**”^{**} (Sec 503(b)(4)) which means that it shall be dispensed only upon a prescription of a practitioner licensed by law to administer such drug “because of its toxicity or other potentiality for harmful effect, or the method of its use, or the collateral measures necessary to its use” (Sec 503(b)(1)), and further that

**** Or “Caution: Federal law prohibits dispensing without prescription”** as required by The Act prior to amendment by the Food and Drug Modernization Act of 1997

(ii) a drug “means (A) articles recognized in the official United States Pharmacopoeia, official Homoeopathic Pharmacopoeia of the United States, or official National Formulary, or any supplement to any of them; and (B) articles intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or other animals; and (C) articles (other than food) intended to affect the structure or any function of the body of man or other animals; and (D) articles intended for use as a component of any article specified in clause (A), (B), or (C)” (Sec. 321 (g) (1)).

III. SERVICES AND PRODUCTS THAT ARE PART OF THE PER DIEM

Next is a comprehensive list of PROVIDER's services provided on behalf of patients and products supplied that are normally included for reimbursement under the per diem rates listed in this addendum, as coded through and described by the descriptions of the HCPCS per diem codes contained in this addendum's listing of codes and rates. This list is not intended to commit a provider to perform every service or provide every product for every patient since there are different needs for different patients, and in addition PAYER and PROVIDER may agree to compensate PROVIDER for providing services and products not considered to be part of the per diem compensation as may be agreed to through this addendum's listing of codes and rates. While the list next is comprehensive, PROVIDER and PAYER recognize there may be other services from the PROVIDER that are required for comprehensive and high-quality patient care that are normally compensated for under the per diem coding and reimbursement. Reference the NHIA National Definition of Per Diem in Addendum B to obtain a complete understanding of the services.

(i) Pharmacy Professional Services

(a) Dispensing

- Medication profile set-up and drug utilization review
- Monitoring for potential drug interactions
- Sterile procedures including intravenous admixtures, clean room upkeep, vertical and horizontal laminar flow hood certification, and all other biomedical procedures necessary for a safe environment
- Compounding of medications
- Patient counseling as required under OBRA 1990

(b) Clinical Monitoring

- Development and implementation of pharmaceutical care plans
- Pharmacokinetic dosing
- Review and interpretation of patient test results
- Recommending dosage or medication changes based on clinical findings
- Initial and ongoing pharmacy patient assessment and clinical monitoring
- Measurement of field nursing competency with subsequent education and training
- Other professional and cognitive services as needed to clinically manage the patient pharmacy care

(c) Care Coordination

- Patient admittance services, including communication with other medical professionals, patient assessment, and opening of the medical record
- Patient/caregiver educational activities, including providing training and patient education materials
- Clinical coordination of infusion services care with physicians, nurses, patients, patient's family, other providers, caregivers and case managers
- Clinical coordination of non-infusion related services
- Patient discharge services, including communication with other medical professionals and closing of the medical record
- 24 hours/day, 7 days/week availability for questions and/or problems of a dedicated infusion team consisting of pharmacist(s), nurse(s) and all other medical professionals responsible for clinical response, problem solving, trouble shooting, question answering, and other professional duties from pharmacy staff that do not require a patient visit
- Development and monitoring of nursing care plans
- Coordination, education, training and management of field nursing staff (or sub-contracted agencies)
- Delivery of medication, supplies and equipment to patient's home

(d) Supplies and Equipment

- DME (pumps, poles and accessories) for drug and nutrition administration
- Equipment maintenance and repair (excluding patient owned equipment)
- Short peripheral vascular access devices
- Needles, gauze, non-implanted sterile tubing, catheters, dressing kits and other necessary supplies for the sale and effective administration of infusion, specialty drug and nutrition therapies

(e) Multiple Categories of Pharmacy Professional Services

- Maintaining comprehensive knowledge of vascular access systems
- Continuing education to professional pharmacy staff
- Removal, storage and disposal of infectious waste
- Maintaining accreditation, including:

NHIA Model Contract Addenda

- Outcomes assessments and analysis
- Ongoing staff development and competency assessment
- Continuous quality assessment and performance improvement programs
- All other policies and procedures necessary to remain in compliance with Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Community Health Accreditation Program (CHAP), Accreditation Commission for HealthCare (ACHC), and other professional accreditation standards
- Certification fees and expenses
- Other applicable accreditation expenses
- Maintaining the substantial insurance requirements (e.g. liability), including compliance with all state and federal regulations related to minimal insurance coverage

(ii) Administrative Services

- Administering coordination of benefits with other insurers
- Determining insurance coverage, including coverage for compliance with all state and federal regulations
- Verification of insurance eligibility and extent of coverage
- Obtaining certificate of medical necessity and other medical necessity documentation
- Obtaining prior authorizations
- Performing billing functions
- Performing account collection activities
- Internal and external auditing and other regulatory compliance activities
- Retrieval and storage of medical and reimbursement records
- Maintaining inventories of drugs, equipment, administration supplies and office supplies
- Maintaining physical plant and offices, including building, equipment and furnishings, utilities, telephone, pagers, office supplies, etc.
- Maintaining computer clinical and administrative information systems
- Postage and shipping
- Design and production of patient education materials
- Quality assessment and improvement activities
- Continuing education to administrative staff
- Legal and accounting services
- Licensing application activities and fees

There are other support costs inherent in providing the above services. See Section V(iii) in the NHIA National Definition of Per Diem in Addendum B.

IV. SERVICES AND PRODUCTS THAT ARE CODED, BILLED AND REIMBURSED SEPARATELY FROM PER DIEM REIMBURSEMENT

- All drugs⁵, biologicals, enteral formulae and blood products
- Nursing services provided directly to patients in their residences or other alternate sites
- Other services provided directly to patients in their residences or other alternate sites by PROVIDER's staff or representatives (e.g. dietician for nutritional counseling) as listed in the coding and rate list of this addendum's "OTHER SERVICES FROM THE HOME INFUSION PROVIDER" section
- PICC and Midline insertion procedures and associated supplies
- Surgically implanted central vascular access devices
- Invasively placed digestive tract access devices for enteral therapy, including G tubes, NG tubes, J tubes, etc.
- Services and products not considered part of the per diem compensation as may be agreed to through this Addendum's listing of codes and rates (e.g. delivery to high risk areas with escort or extra protection, wound care supplies and devices for sites other than IV catheter insertion sites, etc.)
- Services and products that may be provided at request of the patient that are considered by PROVIDER to be not medically necessary and beyond the scope of inclusion in the per diem
- All services and products provided when not otherwise paid for through per diem coding for a therapy episode. For the occasions when applicable, see the NHIA National Standard for Home Infusion Claims Under HIPAA, version 1.02.01a, Section III.O

⁵ The only exception is for TPN, for which components that are part of a standard TPN formula, as listed in this addendum's "TOTAL PARENTERAL NUTRITION (TPN)" section, are reimbursed for within the per diem rate.

NHIA Model Contract Addenda

The full NHIA National Definition of Per Diem is appended to the Agreement in Addendum B.

V. AVERAGE WHOLESALE PRICE (AWP)

Each prescription medication dispensed pursuant to this Agreement shall be coded and identified according to its unique National Drug Code (NDC). PROVIDER shall bill and PAYER shall reimburse according to the Average Wholesale Price (AWP) of the dispensed drug. The drug reimbursement amount shall be the AWP of the dispensed drug, plus or minus the percent discount, if applicable as specified in this Addendum, for the dispensed drug. The AWP shall be the Average Wholesale Price, in effect as of the date of service (according to the Published AWP Source), of the dispensed medication, as identified by its unique NDC and published by one of the following Published AWP Sources (select only one):

- Facts & Comparisons Medispan
- First Databank Bluebook
- Medical Economics Redbook

VI. CHANGES IN PUBLISHED AWP SOURCE

For the purposes of billing and reimbursement under this Agreement, AWP shall be determined by the Published AWP Source selected in the above section. The Published AWP Source may not be changed without mutual written agreement of the parties hereto. Only one Published AWP Source may be selected at any given time, and shall apply to all drugs dispensed pursuant to this Agreement.

VII. CHANGES IN AWP OR DRUG REIMBURSEMENT METHODOLOGY

In the event of a change in (i) the calculation methodology utilized by the Published AWP Source for the purposes of determining or publishing AWP, or (ii) any federal or state laws, government regulations, Medicare or Medicaid rules or payment policies as such may related to AWP or that would necessitate a substantial change in methodologies for reimbursement of drugs, the parties hereto shall negotiate in good faith to amend this Addendum so as to preserve the economic expectations of the parties at the time they entered into this Agreement. The parties shall meet and confer within ten (10) days of either party notifying the other party that a change of the type described above has occurred to negotiate such amendment. There shall be no change in AWP pricing during the negotiation period unless and until both parties reach an agreement. If there is an agreement between the parties on how to preserve the economic expectations of the notifying party, the effective date of the resulting amendment shall be the first day of the second calendar month commencing after the date of the amendment. Should the parties not reach agreement on how to preserve the economic expectations of the notifying party within thirty (30) days of the notification, the parties agree to invoke the arbitration or dispute resolution process set forth in this Agreement.

VIII. DRUG SHORTAGE / LIMITED AVAILABILITY

In the event of an acute shortage and/or limited availability of a particular drug product, such drug shall be billed and reimbursed at an amount equal to PROVIDER's billed charges.

IX. WASTAGE POLICY

The delivery schedule for all supplies and medications shall be based primarily on the stability of the prescribed medication. The responsibility for communication regarding medication changes and cuts lies with the physician, patient and care giver. Up to seven (7) days of supplies and medication which have been prepared and/or delivered in good faith by PROVIDER shall be reimbursed by PAYER at the full Agreement rate.

Medications supplied in vials labeled for single dose use (containing no preservatives nor approved for multiple dose use), for which only a portion is prepared for the patient, shall be reimbursed by PAYER at the full Agreement rate for the entire contents of the opened vial.

X. PAYMENTS BY PLAN MEMBERS

PROVIDER may seek payment directly from or on behalf of plan members for non-covered services and products; provided, however, that if PAYER authorizes PROVIDER to render a non-covered service or product to a plan member, PAYER shall compensate PROVIDER in accordance with this Addendum. PROVIDER shall be permitted to bill and seek reimbursement from plan members for applicable co-payments, coinsurance and deductibles billed in accordance with applicable law and terms of the benefit plan. The parties acknowledge that this Agreement shall not limit any rights or remedies of the parties as may be available under applicable law.

XI. THERAPIES NOT LISTED

For all of the therapies, services and products that are not itemized on this Addendum, such therapies, services and products shall be billed and reimbursed at an amount equal to PROVIDER's billed charges.

XII. PERIODIC RATE ADJUSTMENT

The parties agree that on the initial and subsequent anniversary dates of the Agreement, the rates contained in this Addendum shall be subject to periodic adjustment, which adjustment shall be a percentage increase equal to the greater of the Consumer Price Index for all Urban Consumers (CPI-U) for medical care or _____ per cent (____%). The CPI-U medical care percentage used shall be the unadjusted percentage change for the previous twelve (12) month period (ending four months prior to the anniversary date of this Agreement) published in the Consumer Price Index for all Urban Consumers, by the United States Department of Labor, Bureau of Labor Statistics.

XIII. NO AMENDMENT OR DELEGATION

PAYER and PROVIDER agree that the prices, terms and conditions of reimbursement for products and services provided pursuant to this Agreement shall be determined solely by this Addendum, and shall not be amended or revised absent the mutual written consent of the parties hereto.

XIV. LISTING OF CODING AND RATES

Under DESCRIPTION to the right of each code is listed the code's complete description in effect during 2003 as maintained by the administrators of HCPCS or CPT® code systems, respectively the Centers for Medicare & Medicaid Services (CMS) and the American Medical Association (AMA), with two exceptions: (1) supplemental information for the fee schedule is added in italics, or (2) the description is obtained from the National Home Infusion Association's NHIA National Coding Standard for Home Infusion Claims under HIPAA, version 1.02.01a (available from www.nhia.org) and fixes errata errors that NHIA's expects will be corrected by the code system administrators as denoted by a single asterisk.

PROVIDER and PAYER agree to review the available codes and descriptions from CMS and the AMA at least annually and no later than by the completion of the first quarter of each calendar year, using the most current version of the NHIA National Coding Standard for Home Infusion Claims under HIPAA as a reference guide, making adjustments as may be needed to comply with billing requirements as defined by the HCPCS or CPT® code descriptions since such conformance is required under HIPAA regulation.

ANTIBIOTIC, ANTIVIRAL, ANTIFUNGAL THERAPY

CODE	DESCRIPTION	RATE
S9497	HOME INFUSION THERAPY, ANTIBIOTIC, ANTIVIRAL, OR ANTIFUNGAL THERAPY; ONCE EVERY 3 HOURS; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S9504	HOME INFUSION THERAPY, ANTIBIOTIC, ANTIVIRAL, OR ANTIFUNGAL; ONCE EVERY 4 HOURS; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S9503	HOME INFUSION THERAPY, ANTIBIOTIC, ANTIVIRAL, OR ANTIFUNGAL; ONCE EVERY 6 HOURS; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S9502	HOME INFUSION THERAPY, ANTIBIOTIC, ANTIVIRAL, OR ANTIFUNGAL THERAPY; ONCE EVERY 8 HOURS, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S9501	HOME INFUSION THERAPY, ANTIBIOTIC, ANTIVIRAL, OR ANTIFUNGAL THERAPY; ONCE EVERY 12 HOURS; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S9500	HOME INFUSION THERAPY, ANTIBIOTIC, ANTIVIRAL, OR ANTIFUNGAL THERAPY; ONCE EVERY 24 HOURS; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S9494	HOME INFUSION THERAPY, ANTIBIOTIC, ANTIVIRAL, OR ANTIFUNGAL THERAPY; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately) , per diem (do not use with home infusion codes for hourly dosing schedules S9497-S9504)*	Other dosing frequencies at _____% discount off of billed charges
NDC	ALL DRUGS: ANTIBIOTIC, ANTIFUNGAL, ANTIVIRAL, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

CATHETER CARE & INSERTION SUPPLIES

CODE	DESCRIPTION	RATE
Coding Procedure:	^ CATHETER CARE / MAINTENANCE PER DIEMS ARE CODED AND REIMBURSED ONLY WHEN CATHETER CARE IS PROVIDED AS A STAND-ALONE THERAPY, OR DURING DAYS NOT COVERED UNDER THE PER DIEM OF ANOTHER THERAPY	
S5498^	HOME INFUSION THERAPY, CATHETER CARE/MAINTENANCE, SIMPLE (SINGLE LUMEN) , includes administrative services, professional pharmacy services, care coordination and all necessary supplies and equipment, (drugs and nursing visits coded separately), per diem	\$ 0.00
S5501^	HOME INFUSION THERAPY, CATHETER CARE/MAINTENANCE, COMPLEX (MORE THAN ONE LUMEN) , includes administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S5502^	HOME INFUSION THERAPY, CATHETER CARE/MAINTENANCE, IMPLANTED ACCESS DEVICE , includes administrative services, professional pharmacy services, care coordination and all necessary supplies and equipment, (drugs and nursing visits coded separately), per diem (use this code for interim maintenance of vascular access not currently in use)	\$ 0.00
S5517	HOME INFUSION THERAPY, ALL SUPPLIES NECESSARY FOR RESTORATION OF CATHETER PATENCY OR DECLOTTING	\$ 0.00 per kit^^
S5518	HOME INFUSION THERAPY, ALL SUPPLIES NECESSARY FOR CATHETER REPAIR	\$ 0.00 per kit^^
S5520	HOME INFUSION THERAPY, ALL SUPPLIES (INCLUDING CATHETER) NECESSARY FOR A PERIPHERALLY INSERTED CENTRAL VENOUS CATHETER (PICC) LINE INSERTION	\$ 0.00 per kit^^
S5521	HOME INFUSION THERAPY, ALL SUPPLIES (INCLUDING CATHETER) NECESSARY FOR MIDLINE CATHETER INSERTION	\$ 0.00 per kit^^
NDC	ALL DRUGS: HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

^^ All supply kits used for a procedure are coded and reimbursed.

CHEMOTHERAPY

CODE	DESCRIPTION	RATE
S9330	HOME INFUSION THERAPY, CONTINUOUS (TWENTY-FOUR HOURS OR MORE) CHEMOTHERAPY INFUSION ; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem*	\$ 0.00
S9331	HOME INFUSION THERAPY, INTERMITTENT (LESS THAN TWENTY-FOUR HOURS) CHEMOTHERAPY INFUSION ; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem*	\$ 0.00
NDC	ALL DRUGS: CHEMOTHERAPY DRUG, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

ENTERAL NUTRITION THERAPY

CODE	DESCRIPTION	RATE
S9343	HOME THERAPY; ENTERAL NUTRITION VIA BOLUS ; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (enteral formula and nursing visits coded separately), per diem	\$ 0.00
S9341	HOME THERAPY; ENTERAL NUTRITION VIA GRAVITY ; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (enteral formula and nursing visits coded separately), per diem	\$ 0.00
S9342	HOME THERAPY; ENTERAL NUTRITION VIA PUMP ; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (enteral formula and nursing visits coded separately), per diem	\$ 0.00
NDC	ENTERAL FORMULA & ANY NECESSARY DRUGS	AWP +/- 0.0%
HCPCS	DIGESTIVE TRACT ACCESS DEVICES	_____% discount off of billed charges

NHIA Model Contract Addenda

HYDRATION

CODE	DESCRIPTION	RATE
S9374	HOME INFUSION THERAPY, HYDRATION THERAPY; ONE LITER PER DAY, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S9375	HOME INFUSION THERAPY, HYDRATION THERAPY; MORE THAN ONE LITER BUT NO MORE THAN TWO LITERS PER DAY, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S9376	HOME INFUSION THERAPY, HYDRATION THERAPY; MORE THAN TWO LITERS BUT NO MORE THAN THREE LITERS PER DAY, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S9377	HOME INFUSION THERAPY, HYDRATION THERAPY; MORE THAN THREE LITERS PER DAY, administrative services, professional pharmacy services, care coordination, and all necessary supplies (drugs and nursing visits coded separately), per diem	\$ 0.00
S9373	HOME INFUSION THERAPY, HYDRATION THERAPY; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem (do not use with hydration therapy codes S9374-S9377 using daily volume scales)	Other daily volumes scales at _____% discount off of billed charges
NDC	ALL DRUGS: HYDRATION SOLUTION, ADDITIVES, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

PAIN MANAGEMENT INFUSION

CODE	DESCRIPTION	RATE
S9326	HOME INFUSION THERAPY, CONTINUOUS (TWENTY-FOUR HOURS OR MORE) PAIN MANAGEMENT INFUSION; administrative services, professional pharmacy services, care coordination all necessary supplies and equipment (drugs and nursing visits coded separately), per diem*	\$ 0.00
S9327	HOME INFUSION THERAPY, INTERMITTENT (LESS THAN TWENTY-FOUR HOURS) PAIN MANAGEMENT INFUSION; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem*	\$ 0.00
S9328	HOME INFUSION THERAPY, IMPLANTED PUMP PAIN MANAGEMENT INFUSION; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: PAIN DRUGS, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

NHIA Model Contract Addenda

TOTAL PARENTERAL NUTRITION (TPN)

Specifically, products used in a standard TPN formula and included in the per diem are:

- a) Non-specialty amino acids (e.g., Aminosyn, FreeAmine, Travasol)
- b) Concentrated dextrose (e.g., D10, D20, D40, D50, D60, D70)
- c) Sterile water
- d) Electrolytes (e.g., CaCl₂, KCL, KPO₄, MgSo₄, NaAc, NaCl, NaPO₄)
- e) Standard multi-trace element solutions (e.g., MTE4, MTE5, MTE7)
- f) Standard multivitamin solutions (e.g., MVI-13)

Not included in the TPN per diem are the following items to be coded, billed and reimbursed separately:

- a) Specialty amino acids for renal failure (e.g., Aminess, Aminosyn-RF, NephAmine, RenAmin)
- b) Specialty amino acids for hepatic failure (e.g., HepatAmine)
- c) Specialty amino acids for high stress conditions (e.g., Aminosyn-HBC, BranchAmin, FreeAmine HBC, Trophamine)
- d) Specialty amino acids with concentrations of 15% and above when medically necessary for fluid restricted patients (e.g., Aminosyn 15%, Novamine 15%, Clinisol 15%)
- e) Lipids (e.g., Intralipid, Liposyn)
- f) Added trace elements not from a standard multi-trace element solution (e.g. chromium, copper, iodine, manganese, selenium, zinc)
- g) Added vitamins not from a standard multivitamin solution (e.g. folic acid, vitamin C, vitamin K)
- h) Products serving non-nutritional purposes (e.g., heparin, insulin, iron dextran, Pepcid, Sandostatin, Zofran)

Depending on stability and practice, some of the products in the lists above are compounded into the TPN in the pharmacy, while others are dispensed separately for injection into the TPN in the home.

CODE	DESCRIPTION	RATE
S9365	HOME INFUSION THERAPY, TOTAL PARENTERAL NUTRITION (TPN); ONE LITER PER DAY, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment including standard TPN formula (lipids, specialty amino acid formulas, drugs other than in standard formula and nursing visits coded separately), per diem*	\$ 0.00
S9366	HOME INFUSION THERAPY, TOTAL PARENTERAL NUTRITION (TPN); MORE THAN ONE LITER BUT NO MORE THAN TWO LITERS PER DAY, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment including standard TPN formula (lipids, specialty amino acid formulas, drugs other than in standard formula and nursing visits coded separately), per diem*	\$ 0.00
S9367	HOME INFUSION THERAPY, TOTAL PARENTERAL NUTRITION (TPN); MORE THAN TWO LITERS BUT NO MORE THAN THREE LITERS PER DAY, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment including standard TPN formula (lipids, specialty amino acids, drugs other than in standard formula and nursing visits coded separately), per diem*	\$ 0.00
S9368	HOME INFUSION THERAPY, TOTAL PARENTERAL NUTRITION (TPN); MORE THAN THREE LITERS PER DAY, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment including standard TPN formula (lipids, specialty amino acid formulas, drugs other than in standard formula and nursing visits coded separately), per diem*	\$ 0.00
S9364	HOME INFUSION THERAPY, TOTAL PARENTERAL NUTRITION (TPN); administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment including standard TPN formula (lipids, specialty amino acid formulas, drugs other than in standard formula and nursing visits coded separately), per diem (do not use with home infusion codes S9365-9368 using daily volume scales)*	Other daily volume scales at _____% discount off of billed charges
NDC	ALL DRUGS NOT PART OF A STANDARD TPN FORMULA: LIPIDS, SPECIALTY AMINO ACID FORMULAS, ADDITIONAL TRACE ELEMENTS, ADDITIONAL VITAMINS, DRUGS FOR NON-NUTRITIONAL PURPOSES; AS WELL AS DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC. IF NOT PART OF A STANDARD TPN FORMULA	AWP +/- 0.0%

AEROSOLIZED DRUG THERAPY (E.G., PENTAMIDINE)

CODE	DESCRIPTION	RATE
S9061	HOME ADMINISTRATION OF AEROSOLIZED DRUG THERAPY (e.g., pentamidine); administrative services, professional pharmacy services, care coordination, all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: AEROSOLIZED DRUG, DILUENT, SOLUTION, STERILE WATER, ETC.	AWP +/- 0.0%

ALPHA-1-PROTEINASE INHIBITOR (E.G., PROLASTIN)

CODE	DESCRIPTION	RATE
S9346	HOME INFUSION THERAPY, ALPHA-1-PROTEINASE INHIBITOR (e.g. Prolastin); administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: ALPHA-1-PROTEINASE INHIBITOR, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER	AWP +/- 0.0%

ANTICOAGULATION THERAPY (E.G., HEPARIN)

CODE	DESCRIPTION	RATE
S9336	HOME INFUSION THERAPY, CONTINUOUS ANTICOAGULANT INFUSION THERAPY (e.g. heparin), administrative services, professional pharmacy services, care coordination and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S9372	HOME THERAPY; INTERMITTENT ANTICOAGULANT INJECTION THERAPY (e.g. heparin); administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem (do not use this code for flushing of infusion devices with heparin to maintain patency)	\$ 0.00
NDC	ALL DRUGS: ANTICOAGULANT, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

ANTI-EMETIC THERAPY

CODE	DESCRIPTION	RATE
S9351	HOME INFUSION THERAPY, CONTINUOUS ANTI-EMETIC INFUSION THERAPY; administrative services, professional pharmacy services, care coordination, all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
S9370	HOME THERAPY, INTERMITTENT ANTI-EMETIC INJECTION THERAPY; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: ANTI-EMETIC, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

ANTI-HEMOPHILIA FACTOR (E.G., FACTOR VIII)

CODE	DESCRIPTION	RATE
S9345	HOME INFUSION THERAPY, ANTI-HEMOPHILIC AGENT INFUSION THERAPY (e.g. Factor VIII); administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: ANTI-HEMOPHILIC AGENT, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

ANTI-SPASMOTIC THERAPY

CODE	DESCRIPTION	RATE
S9363	HOME INFUSION THERAPY, ANTI-SPASMOTIC INTRAVENOUS THERAPY; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: ANTI-SPASMOTIC DRUG, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

ANTI-TUMOR NECROSIS FACTOR (E.G., INFLIXIMAB)

NHIA Model Contract Addenda

CODE	DESCRIPTION	RATE
S9359	HOME INFUSION THERAPY, ANTI-TUMOR NECROSIS FACTOR INTRAVENOUS THERAPY; (e.g. infliximab); administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: ANTI-TUMOR NECROSIS FACTOR, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

BLOOD PRODUCT TRANSFUSION

CODE	DESCRIPTION	RATE
S9538	HOME TRANSFUSION OF BLOOD PRODUCT(S); administrative services, professional pharmacy services, care coordination and all necessary supplies and equipment (blood products, drugs, and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: SOLUTIONS, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

PROVIDER does not submit claims to PAYER for blood products (e.g. packed red blood cells, platelets, plasma, etc.) and rates for them are not established as part of this Agreement. PAYER shall expect to directly reimburse the blood bank or other supplier of blood products that will be submitting claims.

CHELATION THERAPY

CODE	DESCRIPTION	RATE
S9355	HOME INFUSION THERAPY, CHELATION THERAPY; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: CHELATION DRUG, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

CORTICOSTEROID THERAPY

CODE	DESCRIPTION	RATE
S9490	HOME INFUSION THERAPY, CORTICOSTEROID INFUSION THERAPY; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: CORTICOSTEROID, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

DIURETIC THERAPY

CODE	DESCRIPTION	RATE
S9361	HOME INFUSION THERAPY, DIURETIC INTRAVENOUS THERAPY; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: DIURETIC, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

ENZYME REPLACEMENT THERAPY (E.G., IMIGLUCERASE)

CODE	DESCRIPTION	RATE
S9357	HOME INFUSION THERAPY, ENZYME REPLACEMENT INTRAVENOUS THERAPY; (e.g. imiglucerase); administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: ENZYME REPLACEMENT DRUG, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

GROWTH HORMONE THERAPY

CODE	DESCRIPTION	RATE
S9558	HOME INJECTABLE THERAPY; GROWTH HORMONE, including administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem*	\$ 0.00
NDC	ALL DRUGS: GROWTH HORMONE, DILUENT, STERILE WATER, ETC.	AWP +/- 0.0%

HEMATOPOIETIC HORMONE THERAPY (E.G., ERYTHROPOIETIN, G-CSF, GM-CSF)

CODE	DESCRIPTION	RATE
S9537	HOME THERAPY; HEMATOPOIETIC HORMONE INJECTION THERAPY (e.g. erythropoietin, G-CSF, GM-CSF); administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem*	\$ 0.00
NDC	ALL DRUGS: HEMATOPOIETIC HORMONE, DILUENT, STERILE WATER, ETC.	AWP +/- 0.0%

HORMONAL THERAPY (E.G., LEUPROLIDE, GOSERELIN)

CODE	DESCRIPTION	RATE
S9560	HOME INJECTABLE THERAPY; HORMONAL THERAPY (e.g.; leuprolide, goserelin), including administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: HORMONAL, DILUENT, STERILE WATER, ETC.	AWP +/- 0.0%

IMMUNOGLOBULIN THERAPY

CODE	DESCRIPTION	RATE
S9338	HOME INFUSION THERAPY, IMMUNOTHERAPY, administrative services, professional pharmacy services, care coordination; and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem*	\$ 0.00
NDC	ALL DRUGS: IMMUNOGLOBULIN, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

INOTROPIC THERAPY (E.G., DOBUTAMINE)

CODE	DESCRIPTION	RATE
S9348	HOME INFUSION THERAPY, SYMPATHOMIMETIC/INOTROPIC AGENT INFUSION THERAPY (e.g. dobutamine); administrative services, professional pharmacy services, care coordination, all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: INOTROPIC, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

INSULIN THERAPY, CONTINUOUS

CODE	DESCRIPTION	RATE
S9353	HOME INFUSION THERAPY, CONTINUOUS INSULIN INFUSION THERAPY; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: INSULIN, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

INTERFERON THERAPY

CODE	DESCRIPTION	RATE
S9559	HOME INJECTABLE THERAPY; INTERFERON, including administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem*	\$ 0.00
NDC	ALL DRUGS: INTERFERON, DILUENT, STERILE WATER, ETC.	AWP +/- 0.0%

IRRIGATION THERAPY (E.G., STERILE IRRIGATION OF AN ORGAN OR ANATOMICAL CAVITY)

CODE	DESCRIPTION	RATE
S9590	HOME INJECTABLE THERAPY, IRRIGATION THERAPY (e.g. sterile irrigation of an organ or anatomical cavity); including administrative services, professional pharmacy services, coordination of care, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: IRRIGATION FLUID, DILUENT, SOLUTION, STERILE WATER, ETC.	AWP +/- 0.0%

PALIVIZUMAB (E.G., SYNAGIS) THERAPY

CODE	DESCRIPTION	RATE
S9562	HOME INJECTABLE THERAPY, PALIVIZUMAB, including administrative services, professional pharmacy services, coordination of care, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: PALIVIZUMAB, DILUENT, STERILE WATER, ETC.	AWP +/- 0.0%

PERITONEAL DIALYSIS THERAPY

CODE	DESCRIPTION	RATE
S9339	HOME THERAPY; PERITONEAL DIALYSIS, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: DIALYSIS FLUID, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

TOCOLYTIC THERAPY

CODE	DESCRIPTION	RATE
S9349	HOME INFUSION THERAPY, TOCOLYTIC INFUSION THERAPY; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: TOCOLYTIC, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

UNINTERRUPTED, LONG-TERM, CONTROLLED RATE THERAPY (E.G. EPOPROSTENOL)

CODE	DESCRIPTION	RATE
S9347	HOME INFUSION THERAPY, UNINTERRUPTED, LONG-TERM, CONTROLLED RATE INTRAVENOUS OR SUBCUTANEOUS INFUSION THERAPY (e.g. epoprostenol); administrative services, professional pharmacy services, care coordination, all necessary supplies and equipment (drugs and nursing visits coded separately), per diem	\$ 0.00
NDC	ALL DRUGS: EPOPROSTENOL OR OTHER LONG-TERM AND CONTROLLED RATE ADMINISTERED DRUGS, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

INFUSION OR INJECTABLE THERAPY, NOT OTHERWISE CLASSIFIED

CODE	DESCRIPTION	RATE
Coding Procedure:	^ USED FOR MISCELLANEOUS THERAPIES NOT OTHERWISE DESCRIBED BY OTHER PER DIEM "S" CODES, SUCH AS FOR EMERGING THERAPIES, TECHNOLOGIES AND SERVICES IN HEALTH CARE OR AS NEWLY PROVIDED IN THE HOME	
S9379^	INFUSION THERAPY, NOT OTHERWISE CLASSIFIED; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem.	____% discount off of billed charges
S9542^	HOME INJECTABLE THERAPY; NOT OTHERWISE CLASSIFIED, including administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem*	____% discount off of billed charges
NDC	ALL DRUGS: INFUSION OR INJECTABLE DRUG, DILUENT, SOLUTION, HEPARIN, SALINE, STERILE WATER, ETC.	AWP +/- 0.0%

NHIA Model Contract Addenda

HIGH-TECH INFUSION/SPECIALTY DRUG NURSING SERVICES

CODE	DESCRIPTION	RATE
Coding Procedure:	^ TIME RECORDED AND REIMBURSED IS FOR ALL NURSING ACTIVITIES NECESSARY FOR A NURSE VISIT—PREPARATION, TRAVEL, TIME IN THE HOME, DOCUMENTATION, POST-VISIT REPORTING, FOLLOW-UP ACTIVITIES, ETC.	
99601^	HOME INFUSION/SPECIALTY DRUG ADMINISTRATION, PER VISIT (UP TO 2 HOURS) <i>High-tech infusion/specialty drug administration therapy expertise</i>	\$ 0.00
99602^	EACH ADDITIONAL HOUR (List separately in addition to primary procedure) (Use 99602 in conjunction with code 99601) <i>High-tech infusion/specialty drug administration therapy expertise</i>	\$ 0.00
99601^ -SD	HOME INFUSION/SPECIALTY DRUG ADMINISTRATION, PER VISIT (UP TO 2 HOURS) <i>Specialized, high-tech infusion/specialty drug administration therapy expertise for pediatric, obstetric, and oncology patients, blood transfusion, implantable pump programming and/or refilling; or other specialized, high-tech and high-risk infused or specialty drug administration</i>	\$ 0.00
99602^ -SD	EACH ADDITIONAL HOUR (List separately in addition to primary procedure) (Use 99602 in conjunction with code 99601) <i>Specialized, high-tech infusion/specialty drug administration therapy expertise for pediatric, obstetric, and oncology patients, blood transfusion, implantable pump programming and/or refilling; or other specialized, high-tech and high-risk infused or specialty drug administration</i>	\$ 0.00
S9806	RN SERVICES IN THE INFUSION SUITE OF THE IV THERAPY PROVIDER, PER VISIT	___% discount off of billed charges OR \$0.00 per occurrence
S9806 -SD	RN SERVICES IN THE INFUSION SUITE OF THE IV THERAPY PROVIDER, PER VISIT <i>Specialized, high-tech infusion/specialty drug administration therapy expertise for pediatric, obstetric, and oncology patients, blood transfusion, implantable pump programming and/or refilling; or other specialized, high-tech and high-risk infused or specialty drug administration</i>	___% discount off of billed charges OR \$0.00 per occurrence
S5522	HOME INFUSION THERAPY, INSERTION OF PERIPHERALLY INSERTED CENTRAL VENOUS CATHETER (PICC), nursing services only (no supplies or catheter included)	\$ 0.00 per procedure^^
S5523	HOME INFUSION THERAPY, INSERTION OF MIDLINE CENTRAL VENOUS CATHETER, nursing services only (no supplies or catheter included)	\$ 0.00 per procedure^^
99050^	SERVICES REQUESTED AFTER POSTED OFFICE HOURS in addition to basic service	___% discount off of billed charges OR \$0.00 per occurrence
99052^	SERVICES REQUESTED BETWEEN 10:00 PM AND 8:00 AM in addition to basic service	___% discount off of billed charges OR \$0.00 per occurrence
99054^	SERVICES REQUESTED ON SUNDAYS AND HOLIDAYS in addition to basic service	___% discount off of billed charges OR \$0.00 per occurrence
S9381	DELIVERY OR SERVICE TO HIGH RISK AREAS REQUIRING ESCORT OR EXTRA PROTECTION, PER VISIT <i>For escort of the nurse</i>	___% discount off of billed charges OR \$0.00 per occurrence

^^ PICC and midline insertion procedures are coded, billed and reimbursed separately in addition to the time required for other home infusion/specialty drug administration services coded with 99601 and 99602. During a single visit, only one PICC or midline insertion procedure is coded and reimbursed even if multiple attempts are needed for successful insertion. If multiple procedures at separate visits are needed, each is coded and reimbursed.

Current Procedural Terminology © 2003 American Medical Association. All Rights Reserved.

OTHER SERVICES FROM THE HOME INFUSION PROVIDER

CODE	DESCRIPTION	RATE
Coding Procedure:	^ TIME RECORDED AND REIMBURSED IS FOR ALL ACTIVITIES NECESSARY FOR A PROFESSIONAL PHARMACY SERVICE—INCLUDING APPLICABLE TRAVEL, CLINICAL COGNITIVE ACTIVITIES, CARE COORDINATION ACTIVITIES, COMPOUNDING, PACKAGING, DOCUMENTATION, AND ALL OTHER TIME IN THE OFFICE OR HOME	
S9810^	HOME THERAPY; PROFESSIONAL PHARMACY SERVICES for provision of infusion, specialty drug administration, and/or disease state management, not otherwise classified, per hour (do not use this code with any per diem code)	\$ 0.00 per hour^^
99050^	SERVICES REQUESTED AFTER POSTED OFFICE HOURS in addition to basic service	____% discount off of billed charges^^ OR \$0.00 per occurrence^^
99052^	SERVICES REQUESTED BETWEEN 10:00 PM AND 8:00 AM in addition to basic service	____% discount off of billed charges^^ OR \$0.00 per occurrence^^
99054^	SERVICES REQUESTED ON SUNDAYS AND HOLIDAYS in addition to basic service	____% discount off of billed charges^^ OR \$0.00 per occurrence^^
S9470	NUTRITIONAL COUNSELING, DIETITIAN VISIT	\$0.00
S9381	DELIVERY OR SERVICE TO HIGH RISK AREAS REQUIRING ESCORT OR EXTRA PROTECTION, PER VISIT <i>For escort of the delivery of medications, supplies and equipment</i> <i>For escort of the clinician providing service in the home</i>	____% discount off of billed charges OR \$0.00 per occurrence
HCPCS	WOUND CARE SUPPLIES AND DEVICES FOR SITES OTHER THAN IV CATHETER INSERTION SITES	____% discount off of billed charges

^^ Coded and reimbursed when not otherwise paid for through per diem coding for a therapy episode. For the occasions when applicable, see the NHIA National Standard for Home Infusion Claims Under HIPAA, version 1.02.01a, Section III.O.

Current Procedural Terminology © 2003 American Medical Association. All Rights Reserved.

PUMP SERVICING

CODE	DESCRIPTION	RATE
S5036^	HOME INFUSION THERAPY, REPAIR OF INFUSION DEVICE (e.g. pump repair)	\$0.00 per hour plus parts
S5035^^	HOME INFUSION THERAPY, ROUTINE SERVICE OF INFUSION DEVICE (e.g. pump maintenance)	\$0.00 per hour plus parts

^ Coded and reimbursed when not otherwise paid for through per diem coding for a therapy episode, or if repair is necessitated as result of unreasonable negligence or abuse occurring while pump is in the possession of the patient or caregiver(s).

^^ Coded and reimbursed when not otherwise paid for through per diem coding for a therapy episode.

ADDENDUM B

**National Home Infusion Association
National Definition of Per Diem**

- I. Executive Summary.** The standardization of pertinent and relevant definitions is inherently advantageous to all stakeholders within the health care delivery system. Such standardization reduces the chance of differing expectations amongst stakeholders, encourages benchmarking and analysis that is based upon comparable data sets, and generally fosters communication and cooperation between the various entities responsible for providing medically necessary health care services. With infusion therapy, reimbursement is often based upon a per diem approach, yet frequently this term is left undefined. Accordingly, as the national organization representing infusion services, the National Home Infusion Association (NHIA) presents the following definition of the term “per diem.”
- II. Per Diem Definition.** As related to reimbursement, the term “per diem” represents each day that a given patient is provided access to a prescribed therapy, beginning with the day the therapy is initiated and ending with the day the therapy is permanently discontinued. The term “permanently” shall not be construed to infer that a therapy shall never again be initiated, but rather that continuation of the therapy is simply not predicted or anticipated at the time of cessation. The expected course and duration of the treatment shall be determined by the plan of care as prescribed by the ordering physician.

It shall not be necessary for the patient to receive an actual drug infusion each and every day in order to be considered covered under an existing per diem, so long as additional infusions are anticipated in the near future as prescribed in the physician plan of care. The fact that the health care provider anticipates continued responsibility for the patient and incurs costs related to such responsibilities, remains accountable for the provision of such anticipated care, and is responsible for the acquisition and allocation of resources that will be necessary to meet these obligations, shall deem the existing per diem to be current, valid, and in force.

This definition is valid for per diem therapies of duration of up to and including every 72 hours. Therapies provided beyond this range (weekly, monthly, etc.) fall outside of the per diem structure, and should have separate reimbursement rates that are specified on a contractual or other basis.

- III. Examples:** For purpose of demonstration, the following examples are provided:

Prescribed Therapy	Units of Service
Infusion every 4 hours for 14 days	14
Infusion every 8 hours for 14 days	14
Infusion every 12 hours for 14 days	14
Infusion every 24 hours for 14 days	14
Infusion every 48 hours for 14 days	14
Infusion every 72 hours for 14 days	14
Infusion once per week	1 (per week)
Infusion once per month	1 (per month)

- IV. Cost Reconciliation.** Costs associated with therapies that are of a more infrequent nature (72 hours, 48 hours, etc.) are less than those that are more frequent, and decreased reimbursement for such services is thereby appropriate. Using the above as an example, it is expected that the “Every 72 hours” per diem would be reimbursed at lesser daily rate than the “Every 4 hours” per diem, and that the units of service would remain identical.

V. Products and Services Included in the Definition. Per diem reimbursement is intended to compensate for costs plus a fair return, i.e. the excess of revenues over expenses needed to ensure continued access to these therapies, for the following services, products and other support costs of an infusion therapy provider:

(i) Pharmacy Professional Services

(a) Dispensing

- Medication profile set-up and drug utilization review
- Monitoring for potential drug interactions
- Sterile procedures including intravenous admixtures, clean room upkeep, vertical and horizontal laminar flow hood certification, and all other biomedical procedures necessary for a safe environment
- Compounding of medications
- Patient counseling as required under OBRA 1990

(b) Clinical Monitoring

- Development and implementation of pharmaceutical care plans
- Pharmacokinetic dosing
- Review and interpretation of patient test results
- Recommending dosage or medication changes based on clinical findings
- Initial and ongoing pharmacy patient assessment and clinical monitoring
- Measurement of field nursing competency with subsequent education and training
- Other professional and cognitive services as needed to clinically manage the patient pharmacy care

(c) Care Coordination

- Patient admittance services, including communication with other medical professionals, patient assessment, and opening of the medical record
- Patient/caregiver educational activities, including providing training and patient education materials
- Clinical coordination of infusion services care with physicians, nurses, patients, patient's family, other providers, caregivers and case managers
- Clinical coordination of non-infusion related services
- Patient discharge services, including communication with other medical professionals and closing of the medical record
- 24 hours/day, 7 days/week availability for questions and/or problems of a dedicated infusion team consisting of pharmacist(s), nurse(s) and all other medical professionals responsible for clinical response, problem solving, trouble shooting, question answering, and other professional duties from pharmacy staff that do not require a patient visit
- Development and monitoring of nursing care plans
- Coordination, education, training and management of field nursing staff (or sub-contracted agencies)
- Delivery of medication, supplies and equipment to patient's home

(d) Supplies and Equipment

- DME (pumps, poles and accessories) for drug and nutrition administration
- Equipment maintenance and repair (excluding patient owned equipment)
- Short peripheral vascular access devices
- Needles, gauze, non-implanted sterile tubing, catheters, dressing kits and other necessary supplies for the sale and effective administration of infusion, specialty drug and nutrition therapies

(e) Multiple Categories of Pharmacy Professional Services

- Maintaining comprehensive knowledge of vascular access systems
- Continuing education to professional pharmacy staff
- Removal, storage and disposal of infectious waste
- Maintaining accreditation, including:
 - Outcomes assessments and analysis
 - Ongoing staff development and competency assessment
 - Continuous quality assessment and performance improvement programs

NHIA Model Contract Addenda

- All other policies and procedures necessary to remain in compliance with Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Community Health Accreditation Program (CHAP), Accreditation Commission for HealthCare (ACHC), and other professional accreditation standards
- Certification fees and expenses
- Other applicable accreditation expenses
- Maintaining the substantial insurance requirements (e.g. liability), including compliance with all state and federal regulations related to minimal insurance coverage

(ii) Administrative Services

- Administering coordination of benefits with other insurers
- Determining insurance coverage, including coverage for compliance with all state and federal regulations
- Verification of insurance eligibility and extent of coverage
- Obtaining certificate of medical necessity and other medical necessity documentation
- Obtaining prior authorizations
- Performing billing functions
- Performing account collection activities
- Internal and external auditing and other regulatory compliance activities
- Retrieval and storage of medical and reimbursement records
- Maintaining inventories of drugs, equipment, administration supplies and office supplies
- Maintaining physical plant and offices, including building, equipment and furnishings, utilities, telephone, pagers, office supplies, etc.
- Maintaining computer clinical and administrative information systems
- Postage and shipping
- Design and production of patient education materials
- Quality assessment and improvement activities
- Continuing education to administrative staff
- Legal and accounting services
- Licensing application activities and fees

(iii) Other Support Costs

- Wages, salaries, benefits, payroll taxes, FICA, unemployment insurance, and workers compensation premiums
- Property taxes
- Asset depreciation
- Inventory carrying costs
- Accounts receivable carrying costs associated with carrying of large accounts receivable balances
- Costs of insurance coverage per state regulations
- Costs of maintaining accreditation (JCAHO, CHAP, ACHC, etc.)
- New product research and development
- Sales, advertising, and marketing
- Community commitment and charitable donations
- Other applicable overhead and operational expenses

VI. Products and Services Not Included in the Definition of Per Diem

- All drugs*, biologicals, enteral formulae and blood products
- Nursing services provided directly to patients in their residences or other alternate sites
- Other services provided directly to patients in their residences or other alternate sites by provider's staff or representatives (e.g. dietician for nutritional counseling)
- PICC and Midline insertion procedures and associated supplies
- Surgically implanted central vascular access devices
- Invasively placed digestive tract access devices for enteral therapy, including G tubes, NG tubes, J tubes, etc.
- Services and products not considered part of the per diem compensation as may be agreed to by provider and payer (e.g. delivery to high risk areas with escort or extra protection, wound care supplies and devices for sites other than IV catheter insertion sites, etc.)
- Services and products that may be provided at request of the patient that are considered by provider to be not medically necessary and beyond the scope of inclusion in the per diem
- All services and products provided when not otherwise paid for through per diem coding for a therapy episode.

* Except that components which are part of a standard TPN formula are included in the per diem: (a) non-specialty amino acids (e.g., Aminosyn, FreeAmine, Travasol), (b) concentrated dextrose (e.g., D10, D20, D40, D50, D60, D70), (c) sterile water, (d) electrolytes (e.g., CaCl₂, KCL, KPO₄, MgSo₄, NaAc, NaCl, NaPO₄), (e) standard multi-trace element solutions (e.g., MTE4, MTE5, MTE7), and (f) standard multivitamin solutions (e.g., MVI-13). Excluded from per diem reimbursement and reimbursed separately are other drugs associated with TPN therapy: (a) specialty amino acids for renal failure (e.g., Aminess, Aminosyn-RF, NephroAmine, RenAmin), (b) specialty amino acids for hepatic failure (e.g., HepatAmine), (c) specialty amino acids for high stress conditions (e.g., Aminosyn-HBC, BranchAmin, FreeAmine HBC, Trophamine), (d) specialty amino acids with concentrations of 15% and above when medically necessary for fluid restricted patients (e.g., Aminosyn 15%, Novamine 15%, Clinisol 15%), (e) lipids (e.g., Intralipid, Liposyn), (f) added trace elements not from a standard multi-trace element solution (e.g. chromium, copper, iodine, manganese, selenium, zinc), (g) added vitamins not from a standard multivitamin solution (e.g. folic acid, vitamin C, vitamin K), and (h) products serving non-nutritional purposes (e.g., heparin, insulin, iron dextran, Pepcid, Sandostatin, Zofran). (Please note: trade names are used to provide a definition of per diem that communicates well; however, use of trade names is not a product recommendation or comment on extent of use in practice.)

VII. Summary. As the national standardization of relevant and pertinent definitions is deemed inherently advantageous to all stakeholders; and as NHIA is the national organization representing infusion services and standards, it is hereby established that the preceding definition of the phrase "per diem" is the national standard for purposes associated with infusion therapy reimbursement.