



**HEALTH SERVICES COMMITTEE**  
**Wednesday, May 11, 2016 at 8:00 a.m.**  
**Rock Haven Conference Room**

**AGENDA**

1. Call to Order/Approval of Agenda
2. Approval of Minutes – March 9, 2016 and April 13, 2016
3. Introductions, Citizen Participation, Communications and Announcements
4. **Action Item:** Bills
5. **Action Item:** Budget Transfers
6. **Action Item:** Pre-Approved Encumbrances/Encumbrances
7. Finance – Joanne Foss
8. Old Business
  - a. Information Item: Rock Haven Building Update
  - b. **Action Item:** Marketing of Rock Haven
9. New Business
  - a. **Action Item:** Election of Vice Chair
  - b. **Action Item:** Set Meeting Day and Time
  - c. **Action Item:** Beloit Hospice Service Agreement
  - d. **Action Item:** Resolution Recognizing Doreen Fiu for Years of Service
  - e. **Action Item:** Consultive Service Agreement with Kent Bowers MD
  - f. Information Item: Resident Council Minutes - March
10. Information Item: Reports
  - a. Census
  - b. Activities
    - 1) Staff Education for May 2016
      - a. Code Review

b. Fire Safety Training

- 2) Resident Council Meeting – May 17, 2016 at 10:15 am.
- 3) Family Council Meeting – May 17, 2016 at 6:00 pm.
- 4) Rock Haven Newsletter

11. Next Meeting Date - The next regular meeting of the Health Services Committee is scheduled for Wednesday, June 8, 2016 at 8 A.M. in the Rock Haven Conference Room of the Village Commons.

12. Adjournment

SP/ML

\*Note to Committee Members: To ensure a quorum is present, please call the Administrative Secretary at 757-5076 if you are unable to attend the meeting.

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Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
32-7280-7400-62171	AMBULANCE	P1600435	03/22/2016	PARATECH AMBULANCE SERVICE INC	1,009.80
		P1601571	03/31/2016	CAPITOL EXPRESS TRANSPORTATION	127.50
		<b>RH CONTRACT SERVICES T-18 PROG TOTAL</b>			
32-8000-8100-63100	OFC SUPP & EXP	P1601634	04/04/2016	NEWBOLD CORP	47.03
		P1601657	04/15/2016	BRIGGS CORPORATION	124.60
32-8000-8100-63109	OTHER SUPP/EXP	P1600405	04/14/2016	REINHART FOODSERVICE LLC	(6.39)
		P1600442	04/06/2016	SHOPKO INC #130	4.99
32-8000-8100-64000	MEDICAL SUPPLIES	P1600403	04/14/2016	CENTRAD HEALTHCARE INC	819.17
		P1600477	04/18/2016	PROFESSIONAL MEDICAL INC	590.36
		P1600668	04/13/2016	MCKESSON MEDICAL SURGICAL MN S	3,909.39
		P1601632	04/13/2016	PATTERSON DENTAL COMPANY	186.10
		P1601657	04/15/2016	BRIGGS CORPORATION	14.22
32-8000-8100-64408	DISPOSABLES	P1600668	04/20/2016	MCKESSON MEDICAL SURGICAL MN S	5,064.34
		<b>SUPPORT SERVICE MATERIALS PROG TOTAL</b>			
32-8000-8200-63109	OTHER SUPP/EXP	P1600668	04/11/2016	MCKESSON MEDICAL SURGICAL MN S	1,962.13
		<b>SUPPORT SERVICE PHARMACY PROG TOTAL</b>			
32-8000-9100-63109	OTHER SUPP/EXP	P1600411	04/20/2016	SYSCO FOODS OF BARABOO LLC	139.43
32-8000-9100-64102	DAIRY	P1600407	04/18/2016	COUNTRY QUALITY DAIRY	788.19
		P1600411	04/20/2016	SYSCO FOODS OF BARABOO LLC	169.88
32-8000-9100-64105	GROCERIES	P1600408	04/20/2016	TROPIC JUICES INC	472.50
		P1600409	04/20/2016	GORDON FOOD SERVICE	3,072.70
		P1600410	04/19/2016	PAN-O-GOLD BAKING CO	301.23
		P1600411	04/20/2016	SYSCO FOODS OF BARABOO LLC	1,087.28
32-8000-9100-64107	MEAT	P1600409	04/20/2016	GORDON FOOD SERVICE	1,127.08
		P1600411	04/20/2016	SYSCO FOODS OF BARABOO LLC	507.82
32-8000-9100-64109	SUPPLEMENT	P1600411	04/20/2016	SYSCO FOODS OF BARABOO LLC	132.07
<b>SUPPORT SERVICE FOOD SERVICE PROG TOTAL</b>				<b>7,798.18</b>	
32-8000-9200-62420	MACH & EQUIP RM	P1600443	03/31/2016	SUPPLY WORKS	290.77
		P1600452	04/18/2016	EZ WAY INC	28.95
		P1600465	04/07/2016	LAND AND WHEELS	75.87
		P1600471	04/13/2016	SELECT SOUND SERVICE INC	471.25
		P1601479	04/14/2016	TECHNICAL LIFE CARE MEDICAL CO	845.28

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
32-8000-9200-62450	GROUNDS IMPR R&M	P1601635	04/15/2016	VERATHON MEDICAL	3,000.00
32-8000-9200-62460	BLDG SERV R&M	P1600748	04/11/2016	TRUGREEN	425.00
		P1600463	04/18/2016	JANESVILLE ELECTRIC MOTOR CORP	636.00
		P1600466	04/14/2016	MASTERS BUILDINGS SOLUTIONS	2,705.00
		P1600473	04/18/2016	TAS COMMUNICATIONS INC	39.50
32-8000-9200-62463	FIRE ALARM	P1601445	04/11/2016	CONTROL WORKS	1,200.00
		P1600461	04/13/2016	JF AHERN COMPANY	960.00
		P1601579	03/27/2016	PROTECTION TECHNOLOGIES	462.00
32-8000-9200-62470	BLDG R & M	P1601633	04/12/2016	PROTECTION TECHNOLOGIES	385.00
		P1600455	04/18/2016	FIRST SUPPLY MADISON LLC	4.11
		P1600464	04/14/2016	LA FORCE HARDWARE AND MANUFAC	454.00
		P1600468	04/20/2016	MENARDS	120.77
32-8000-9200-63109	OTHER SUPP/EXP	P1600475	04/13/2016	WERNER ELECTRIC SUPPLY COMPAN	119.25
		P1600467	04/06/2016	MC MASTER-CARR SUPPLY COMPANY	58.70
		P1600468	04/12/2016	MENARDS	5.99
<b>SUPPORT SERVICE MAINTENANCE PROG TOTAL</b>					<b>12,287.44</b>
32-8000-9300-62163	LAUNDRY				
		P1600105	04/22/2016	ARAMARK UNIFORM SERVICES INC	1,470.08
32-8000-9300-63109	OTHER SUPP/EXP				
		P1600405	04/25/2016	REINHART FOODSERVICE LLC	176.36
32-8000-9300-63111	PAPER PRODUCTS				
		P1600116	04/19/2016	PROFESSIONAL MEDICAL INC	725.83
<b>SUPPORT SERVICE ENVIRONMENTAL PROG TOTAL</b>					<b>2,372.27</b>
32-8000-9500-63200	PUBL/SUBCR/DUES				
		P1601644	04/01/2016	WACH WISCONSIN ASSOCIATION OF	192.00
<b>SUPPORT SERVICE ADMINISTRATION PROG TOTAL</b>					<b>192.00</b>
32-8000-9700-62174	INTERNIST				
		P1600119	04/20/2016	RAO, RAMACHANDRA	1,920.00
		P1600124	04/15/2016	WEST MD, WILLIAM PETER	8,310.00
<b>SUPPORT SERVICE MEDICAL STAFF PROG TOTAL</b>					<b>10,230.00</b>
32-9000-9940-61920	PHYSICALS				
		P1600432	03/31/2016	OCCUPATIONAL HEALTH CENTER	707.56
<b>GENERAL SERVICE EMP BENEFITS PROG TOTAL</b>					<b>707.56</b>

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
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I have reviewed the preceding payments in the total amount of **\$47,440.69**

Date: **MAY 11 2016**

Dept Head \_\_\_\_\_

Committee Chair \_\_\_\_\_

PURCHASE ORDER NUMBER P1600106 PEID 052519

## PRE-APPROVED ENCUMBRANCE AMENDMENT FORM

This form must be used when adding funds to or changing an account number of a previously approved encumbrance. Please complete this form and e-mail to Susan Balog in Accounting ([balog@co.rock.wi.us](mailto:balog@co.rock.wi.us)), Cheryl Mikrut in Accounting ([mikrut@co.rock.wi.us](mailto:mikrut@co.rock.wi.us)) **and** Jodi Millis in Purchasing ([jodi@co.rock.wi.us](mailto:jodi@co.rock.wi.us)). Susan or Cheryl will forward on to your governing committee for approval. The Encumbrance and Purchase Order will be updated upon approval of all necessary committees and County Board (if amendment is over \$10,000).

DATE 4-18-2016

DEPARTMENT ROCK HAVEN MATERIALS

COMMITTEE HEALTH SERVICES

VENDOR NAME JP MORGAN (CREDIT CARD)

ACCOUNT NUMBER 32 8000 9500 64200

FUNDS DESCRIPTION TRAINING EXPENSE

AMOUNT OF INCREASE \$ 1250

INCREASE FROM \$ 1500 TO \$ 2750

ACCOUNT BALANCE AVAILABLE \$ 6,010 SB 04/18/16

REASON FOR AMENDMENT Using credit card to cover training related expenses for workshops and conferences in advance. Increasing encumbrance to cover training events in the summer and fall.

### APPROVALS

GOVERNING COMMITTEE \_\_\_\_\_  
Chair \_\_\_\_\_ Date \_\_\_\_\_

FINANCE COMMITTEE \_\_\_\_\_  
Chair \_\_\_\_\_ Date \_\_\_\_\_  
(If over \$10,000)

COUNTY BOARD \_\_\_\_\_  
Resolution # \_\_\_\_\_ Adoption Date \_\_\_\_\_  
(If over \$10,000)

THIS HOSPICE-NURSING FACILITY SERVICES AGREEMENT ("Agreement") is effective on the [INSERT DAY OF MONTH] day of [INSERT MONTH], 20 [INSERT YEAR] (the "Effective Date") by and between **Beloit Regional Hospice** ("Hospice") and Rock Haven ("Facility").

#### RECITALS

- A. WHEREAS, Hospice operates a licensed hospice program.
- B. WHEREAS, Facility is a duly licensed nursing facility that is certified to participate in the Medicare and/or Medicaid programs.
- C. WHEREAS, the parties contemplate that from time to time individuals residing in Facility will need hospice care and individuals previously accepted into Hospice will need care in a nursing facility.

#### AGREEMENTS

In consideration of the Recitals and mutual agreements that follow, the parties agree to the following terms and conditions:

1. Definitions.

(a) "Facility Services" means those 24-hour personal care services and room and board services, along with the items and supplies that Facility would provide to a Hospice Patient under the rate Facility would have received for such items and services if the Hospice Patient had not elected hospice, as specified in the Hospice Plan of Care for a Hospice Patient. Facility Services may include, but not limited to: (i) providing food, including individualized requests and dietary supplements; (ii) assisting with activities of daily living such as mobility and ambulation, dressing, grooming, bathing, transferring, eating and toileting; (iii) arranging and assisting in socializing activities; (iv) assisting in the administration of medicine; (v) providing and maintaining the cleanliness of Hospice Patient's room; (vi) supervising and assisting in the use of any durable medical equipment and therapies included in the Hospice Plan of Care; (vii) providing laundry and personal care supplies; (viii) providing health monitoring of general conditions; (ix) contacting family/legal representative for purposes unrelated to the terminal condition; (x) arranging for the provision of medications not related to the management of the terminal illness; and (xi) providing the usual and customary room furnishings provided to Facility residents including, but not limited to, beds, linens, lamps and dressers. In the case of Medicaid Eligible Hospice Patients, Facility Services shall include all services outlined in the Medicaid covered services rule, as may be amended from time to time.

(b) "Hospice Interdisciplinary Group" ("IDG") means a group of qualified individuals employed by or contracted by Hospice including, but not limited to: a doctor

of medicine or osteopathy; a registered nurse; a social worker; and a pastoral or other counselor.

(c) "Hospice Patient" means an individual who has elected, directly or through such individual's legal representative, to receive Hospice Services and is accepted by Hospice to receive Hospice Services.

(d) "Hospice Physician" means a duly licensed doctor of medicine or osteopathy employed or contracted by Hospice who, along with the Hospice Patient's attending physician (if any), is responsible for the palliation and management of a Hospice Patient's terminal illness and related conditions.

(e) "Hospice Plan of Care" means a written care plan established, maintained, reviewed and modified, if necessary, at intervals identified by the Hospice IDG in coordination with Facility and each Hospice Patient's attending physician, if any. The Hospice Plan of Care must reflect goals of each Hospice Patient and his or her family and interventions based on the problems identified in the Hospice Patient's assessments. The Hospice Plan of Care will reflect the participation of the Hospice, Facility and the Hospice Patient and his or her family to the extent possible. Specifically, the Plan of Care includes: (i) an identification of the Hospice Services, including interventions for pain management and symptom relief, needed to meet such Hospice Patient's needs and the related needs of Hospice Patient's family; (ii) a detailed statement of the scope and frequency of such Hospice Services; (iii) measurable outcomes anticipated from implementing and coordinating the Plan of Care; (iv) drugs and treatment necessary to meet the needs of the Hospice Patient; (v) medical supplies and appliances necessary to meet the needs of the Hospice Patient; and (vi) the IDG's documentation of the Hospice Patient's or representative's level of understanding, involvement and agreement with the Plan of Care.

(f) "Hospice Services" means those services provided to a Hospice Patient if such Hospice Patient were residing in his or her personal residence that are related to and medically necessary for the palliation and management of such Hospice Patient's terminal illness as specified in a Hospice Patient's Plan of Care. Hospice Services include: (i) nursing care and services by or under the supervision of a registered nurse; (ii) medical social services provided by a qualified social worker under the direction of a physician; (iii) physician services to the extent that these services are related to and medically necessary for the palliation and management of a Hospice Patient's terminal illness and are not provided by the attending physician; (iv) counseling services, including bereavement, dietary and spiritual counseling; (v) physical, respiratory, occupational and speech therapy services; (vi) home health aide/homemaker services; (vii) medical supplies; (viii) drugs and biologicals; (ix) use of medical appliances; and (x) medical direction and management of the Hospice Patient.

(f) "Medicaid Eligible Hospice Patient" means a Hospice Patient whose Facility Services are required by law to be billed to Medicaid by Hospice.



(g) "Other Facility Services" means all items and services provided or arranged by Facility that are not covered by Facility's rate for Facility Services and are determined by Hospice not to be related to or medically necessary for the palliation and management of the Hospice Patient's terminal illness.

(j) "Private Pay Hospice Patient" means a Hospice Patient whose Facility Services are not required by law to be billed by Hospice to Medicaid, which may include, but is not limited to, Hospice Patients who are eligible for Medicare but not Medicaid, Hospice Patients who are not eligible for Medicare or Medicaid, and Hospice Patients with private insurance.

(k) "Residential Hospice Care Day" means a day on which a Hospice Patient receives Facility Services, including the day of admission but excluding the day of discharge and any days on which a Hospice Patient receives inpatient care and any other days on which Facility would not have received payment from Medicaid if the Hospice Patient had not been enrolled in hospice (e.g., date of discharge, date of death). Residential Hospice Care Day shall also include any day that Medicaid would pay a bed reservation amount to Hospice for a Hospice Patient on a qualifying temporary leave from Facility.

2. Responsibilities of Facility.

(a) Provision of Services.

(i) Facility Services. At the request of an authorized Hospice staff member, Facility shall admit Hospice Patients to Facility, subject to Facility's admission policies and procedures and the availability of beds. Facility shall immediately notify Hospice if Facility is unable to admit a Hospice Patient. Nothing in this Agreement, or the attached Addenda, obligates Facility to admit any person as a resident. Facility reserves the right to decline to admit any person whose needs cannot be met by Facility or whose admission is inappropriate to the Facility. Facility may discharge a Hospice Patient at any time Facility personnel deem appropriate in their professional judgment as allowed by law including in the event of non-payment by Hospice for care, items and services. Facility shall comply with each Hospice Patient's Plan of Care and shall ensure Hospice Patients are kept comfortable, clean, well-groomed and protected from negligent and intentional harm including, but not limited to, accident, injury and infection. Facility's primary responsibility is to provide Facility Services based on each Hospice Patient's Hospice Plan of Care and ensure that the level of care provided is appropriately based on the individual Hospice Patient's needs. It is Facility's responsibility to provide Facility Services that meet the personal care and nursing needs that would have been provided by a Hospice Patient's primary caregiver at home in coordination with the Hospice, and Facility shall perform Facility Services at the same level of care provided to each Hospice Patient before hospice care was elected. While Facility's nursing personnel may, as specified by Facility, assist in administering prescribed therapies to Hospice Patients under the Hospice Plan of Care, such assistance may only be provided to the extent the activity is permitted by law and

only to the extent that Hospice would routinely utilize the services of a Hospice Patient's family in implementing the Plan of Care. Notwithstanding the foregoing, in times of Hospice Patient crisis Hospice may authorize and direct Facility staff to perform more sophisticated functions in order to ensure Hospice Patient comfort, and Hospice and Facility shall address potential crisis situations for individual Hospice Patients in the Plan of Care.

(ii) Purchased Hospice Services. Hospice is not liable for Services not included in the Hospice Plan of Care.

(iii) Other Facility Services. Facility shall provide Other Facility Services as agreed upon by Facility and each Hospice Patient. Hospice shall not be responsible for Other Facility Services, including, but not limited to, providing, arranging or managing such services.

(iv) Notification of Services. Facility shall fully inform Hospice Patients of Facility Services, Other Facility Services and Uncovered Items and Services to be provided by Facility.

(v) Confirmation of Unrelated Items and Services. To ensure Hospice Patients and their third-party payors are not billed for items or services that are related to the terminal illness, Facility shall confirm with Hospice that an item or service is not related to the patient's terminal illness prior to providing, arranging or billing a Hospice Patient or third party payor for such item or service. Facility may be held liable if it does not obtain such confirmation and an item or service is incorrectly billed to a Hospice Patient or his or her third party payor.

(b) Availability. Facility shall be available to provide Facility Services 24 hours per day, 7 days per week and shall maintain sufficient personnel who have the requisite training, skills and experience to meet this obligation. Facility shall provide 24-hour nursing services that meet the nursing needs of all patients and are furnished in accordance with each patient's Plan of Care. Such nursing services shall include at least one registered nursing on each shift who provides direct patient care. Prior to providing Facility Services, Facility shall verify compliance with these requirements and provide evidence of such staffing coverage to Hospice, upon its request.

(c) Professional Standards and Credentials.

(i) Professional Standards. Facility shall ensure that all Facility Services provided to Hospice Patients under this Agreement are provided competently and efficiently in accordance with the Hospice Plan of Care and this Agreement. The services Facility provides to Hospice Patients under this Agreement shall meet or exceed the standards of care for providers of such services and shall be in compliance with all applicable laws, rules, regulations, professional standards and licensure requirements.

(ii) Credentials.

[a] Licensure. Facility represents and warrants that it has and will maintain in good standing during the term of this Agreement all federal, state and local licenses and certificates required by law to provide Facility Services. Upon Hospice's request, Facility shall provide Hospice with evidence of such licenses and certifications.

[b] Qualifications of Personnel. Facility personnel who provide services to Hospice Patients under this Agreement shall be reasonably acceptable to Hospice. Facility represents and warrants that personnel providing Facility Services under this Agreement: [i] are duly licensed, credentialed, certified, and/or registered as required under applicable state laws; and [ii] possess the education, skills, training and other qualifications necessary to provide Facility Services. Based on criminal background checks conducted by Facility, Facility personnel who have direct contact with Hospice Patients or have access to Hospice Patient records have not been found to have engaged in improper or illegal conduct relating to the elderly, children or vulnerable individuals. Upon Hospice's request, Facility shall provide Hospice with evidence of an individual's qualifications to provide services under this Agreement.

[c] Disciplinary Action. Facility represents and warrants that neither it nor any of its personnel is under suspension or subject to any disciplinary proceedings by any agency having jurisdiction over professional activities of Facility or its personnel and is not under any formal or informal investigation or preliminary inquiry by such department or agency for possible disciplinary action.

[d] Exclusion from Medicare or Medicaid. Facility represents and warrants that neither Facility nor its personnel has been, at any time, excluded from participation in any federally funded health care program including, without limitation, Medicare or Medicaid, nor has been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law. Facility shall screen its personnel, contractors and subcontractors against the Office of Inspector General's List of Excluded Individuals and Entities ("LEIE") and the Government Services Administration's Excluded Parties List System ("EPLS") on a monthly basis. Upon Hospice's request, Facility shall provide Hospice with evidence of such screenings.

(d) Quality Assessment and Performance Improvement Activities. Facility shall cooperate with Hospice in its hospice-wide quality assessment and performance improvement activities. Components of the quality assessment and performance improvement program include (i) data collection; (ii) reporting adverse patient events, analyzing their causes, and implementing preventive actions and mechanisms; and (iii) taking actions to improve performance. Hospice shall provide Facility with a description of its quality assessment and performance improvement program and information on performance improvement projects upon request. Third party payors may also impose their own utilization management or quality assurance requirements which Facility must meet. To the extent permitted by applicable law, participating in such activities shall not constitute a waiver of any legal privileges or

rights that may apply to the information that is shared, it being the intent of the parties to preserve any applicable privileges. Hospice shall maintain the confidentiality of such information in whatever form it is provided.

(e) Coordination of Care.

(i) General. Facility shall participate in any meetings, when requested by Hospice, for the coordination, supervision and evaluation by Hospice of the provision of Facility Services. Hospice and Facility shall communicate with one another regularly and as needed for each particular Hospice Patient. Each party is responsible for documenting such communications in its respective clinical records to ensure that the needs of Hospice Patients are met 24 hours per day.

(ii) Design of Plan of Care. In accordance with applicable federal and state laws and regulations, Facility shall coordinate with Hospice in developing a Plan of Care for each Hospice Patient that is consistent with the hospice philosophy and is responsive to the unique needs of each Hospice Patient and his or her expressed desire for hospice care. Hospice retains primary responsibility for development of the Plan of Care in accordance with its applicable regulations. The Hospice Plan of Care will identify which provider is responsible for performing the respective functions that have been agreed upon and included in the Hospice Plan of Care. Facility shall ensure that Facility's care plan for each Hospice Patient reflects both the most recent Hospice Plan of Care and a description of the Facility Services furnished by Facility in accordance with its applicable regulations.

(iii) Modifications to Hospice Plan of Care. Facility will assist with periodic review and modification of the Plan of Care. Facility will not make any modifications to the Plan of Care without first consulting with Hospice. Hospice retains the sole authority for determining the appropriate level of hospice care provided to each Hospice Patient, including the determination to change the level of Hospice Services provided.

(iv) Notification of Change in Condition. Facility shall immediately inform Hospice of any change in the condition of a Hospice Patient. This includes, without limitation, a significant change in a Hospice Patient's physical, mental, social or emotional status, clinical complications that suggest a need to alter the Hospice Plan of Care, a need to transfer the Hospice Patient to another facility, or the death of a Hospice Patient.

(v) Designated Facility Member. Facility shall designate a member of Facility's interdisciplinary team who is responsible for working with Hospice representatives to coordinate care to each Hospice Patient provided by Facility and Hospice. The designated team member shall have a clinical background, function within their state scope of practice act, and have the ability to assess a Hospice Patient or have access to someone that has the skills and capabilities to assess a Hospice Patient. Facility's designated interdisciplinary team member shall be responsible for: (i)

collaborating with Hospice representatives and coordinating Facility's participation in Hospice's care planning process for Hospice Patients; (ii) communicating with Hospice representatives and other health care providers participating in the provision of care for the terminal illness, related conditions and other conditions to ensure quality of care for Hospice Patients' (iii) communicating with Hospice Physicians, Hospice Patient's attending physicians (if any) and other practitioners participating in the provision of care to Hospice Patients as needed to coordinate Hospice Services with the medical care provided by physicians; (iv) obtaining patient-specific information from Hospice as required by applicable laws and regulations; and (v) confirming that Facility provides orientation in the policies and procedures of Facility, including patient rights, appropriate forms and recordkeeping requirements, to Hospice personnel furnishing care to Hospice Patients at Facility.

(f) Policies and Procedures. In providing services to Hospice Patients, Facility shall abide by Hospice's policies and procedures, palliative care protocols and Plans of Care. Facility shall establish policies and procedures to ensure that any services provided to Hospice Patients are billed appropriately to the proper payor. Upon Hospice's request, Facility shall provide copies of such policies and procedures.

(g) Assist with Surveys and Complaints. Facility shall be available during federal, state, local and other surveys to assist Hospice in responding to surveyor questions and survey citations, attending exit conferences, drafting plans of correction for identified survey deficiencies and providing clinical expertise when necessary to appeal survey deficiencies. In the event of any complaint filed by or with respect to a Hospice Patient or any investigation initiated by any governmental agency or any litigation commenced against Hospice, Facility shall fully cooperate with Hospice in an effort to respond to and resolve the same in a timely and effective manner. Facility shall also cooperate fully with any insurance company providing protection to Hospice in connection with investigations. Facility shall notify Hospice promptly of any inquiries, claims, and investigations and cooperate fully with the directions of Hospice with respect thereto.

(h) Visiting and Access by Hospice.

(i) Visiting Privileges. Facility shall permit free access and unrestricted visiting privileges, including visits by children of any age, 24 hours per day, 7 days per week, subject to the Facility's infectious disease policies.

(ii) Visitor Accommodations. Facility shall provide adequate space, located conveniently to Hospice Patient, for private visiting among Hospice Patient, Hospice Patient's family members and any other visitors. Facility shall provide adequate accommodations for Hospice Patient's family members to remain with Hospice Patient up to 24 hours per day, and permit family members privacy following the death of a Hospice Patient.

(iii) Hospice Access to Facility. Facility shall permit employees, contractors, agents and volunteers of Hospice free and complete access to

Facility 24 hours per day, as necessary, to permit Hospice to counsel, treat, attend and provide services to each Hospice Patient, subject to the Facility's infectious disease policies.

(iv) Hospice Physician. Facility shall grant full staff privileges to Hospice Physicians upon application and qualification for such privileges in accordance with Facility's requirements.

(i) Patient Transfer. Facility shall not transfer any Hospice Patient to another care setting without the prior approval of Hospice. If Facility fails to obtain the necessary prior approval, Hospice bears no financial responsibility for the costs of transfer or the costs of care provided in another setting, except when the Hospice Patient is in need of Emergency Services, unrelated to the terminal illness. "Emergency Services" means services provided after the sudden onset of a medical condition, during which time the condition manifests itself by symptoms of sufficient severity such that a prudent layperson, who possesses an average knowledge of health and medicine, recognizes that the absence of immediate medical attention could reasonably be expected to result in: jeopardizing the individual's health, serious impairment to body function; serious dysfunction of any bodily organ or part; or, continuance of severe pain.

(j) Physician Orders. If there are physician orders that are inconsistent with the Plan of Care or Hospice protocols, a registered nurse with Facility shall notify Hospice. An authorized representative of Hospice shall resolve differences directly with the physician and secure the necessary orders.

(k) Bereavement Services to Facility Staff. Facility shall be primarily responsible for providing any requested bereavement services to Facility staff after the death of a Hospice Patient who resided in Facility; provided, however, that Hospice may assist Facility in providing such bereavement services to grieving Facility staff members upon request from Facility.

(l) Personnel and Training. Upon Hospice's request, Facility shall cause Facility personnel who provide Facility services to Hospice Patients under this Agreement to: (i) attend semi-annual training provided by Hospice in the care of Hospice Patients; and (ii) to attend meetings of the Hospice Interdisciplinary Group as indicated. Nursing Facility shall ensure that Facility staff provides orientation to Hospice staff furnishing care to Facility resident, which includes orientation in the policies and procedures of the Facility, including patient rights, appropriate forms, and record keeping requirements, to Hospice staff furnishing care to residents.

(m) Report of Abuse. Nursing Facility shall report all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and any misappropriation of patient property by Hospice personnel to the Hospice Administrator immediately of when the Nursing Facility becomes aware of the alleged violation.

(n) Confirmation of Unrelated Items and Services Provided to Medicare and/or Medicaid Hospice Patients. To ensure Medicare and/or Medicaid Hospice Patients and their third party-payors are not billed for items or services that are related to the terminal illness, Facility shall confirm with Hospice that an item or service is not related to the terminal illness prior to providing, arranging or billing for such items or services. Facility may be held liable if it does not obtain such confirmation and an item or service is incorrectly billed to a Medicare and/or Medicaid Hospice Patient or his or her third party payor.

3. Responsibilities of Hospice.

(a) Admission to and Discharge from Hospice Program.

(i) Assessment. If a resident of Facility requests the provision of Hospice Services, Hospice shall perform an assessment of such resident and shall notify Facility, either orally or in writing, whether such resident is authorized for admission as a Hospice Patient. Hospice shall maintain adequate records of all such authorizations of admission.

(ii) Assessing Continued Eligibility. Hospice shall have sole authority for assessing a Hospice Patient's continued eligibility for Hospice Services and for discharging a Hospice Patient from Hospice.

(b) Professional Management Responsibility.

(i) Compliance with Law. Hospice shall assume professional management responsibility for Hospice Services provided to Hospice Patients residing at Facility and their family units, pursuant to the Medicare Conditions of Participation for Hospice Care and state and local laws and regulations. This includes admission and/or discharge of patients, patient and family assessments, reassessments, establishment of the Plan of Care, authorization of all services and management of the care through IDG meetings. Hospice shall make arrangements for, and remain responsible for, any necessary continuous care or inpatient care related to a Hospice Patient's terminal illness and related conditions. Hospice acknowledges that it is responsible for providing Hospice Services to Hospice Patients residing at Facility at the same level and to the same extent as if Hospice Patients were receiving care in their own homes.

(ii) Management of Hospice Services. Hospice shall retain professional management responsibility to ensure that Hospice Services are furnished in a safe and effective manner by qualified personnel in accordance with Hospice Patient's Plan of Care. Hospice Services shall be provided in a timely manner and shall meet applicable professional standards.

(iii) Coordination and Evaluation. Hospice shall retain responsibility for coordinating, evaluating and administering the hospice program, as well as ensuring the continuity of care of Hospice Patients, which shall include coordination of Facility Services. Hospice's IDG shall communicate with Facility's medical director,

Hospice Patient's attending physician and other physicians participating in the care of a Hospice Patient as needed to coordinate Hospice Services with the medical care provided by other physicians. Methods used to evaluate the care may include: [a] periodic supervisory visits; [b] review of the qualifications of personnel providing Facility Services; [c] review of documentation; [d] evaluation of the response of a Hospice Patient to the Plan of Care; [e] discussion with patient and patient's caregivers; [f] patient evaluation surveys; and [g] quality improvement data.

(iv) Assessment of Facility Services. Hospice shall develop, maintain and conduct an ongoing, comprehensive assessment of the quality and appropriateness of Facility and the provision of Facility Services. Such assessments shall be conducted at least annually.

(c) Hospice Care Training. Hospice shall provide orientation and ongoing hospice care training to Facility's personnel as necessary to facilitate the provision of safe and effective care to Hospice Patients. Such orientation must include Hospice policies and procedures regarding methods of comfort, pain control and symptom management as well as principles about death and dying, individual responses to death, patient rights, appropriate forms and recordkeeping requirements.

(d) Designation of Hospice Representative. For each Hospice Patient, Hospice shall designate a registered nurse who will be responsible for coordinating and supervising services provided to a Hospice Patient and be available 24 hours per day, 7 days per week for consultation with Facility concerning a Hospice Patient's Plan of Care. In addition, for each Hospice Patient residing at Facility, Hospice shall designate a member of the Hospice Patient's IDG to provide overall coordination of care for such Hospice Patient. Such hospice representative shall monitor Facility and be available to provide information to Facility regarding the provision of Facility Services and to coordinate the periodic evaluation of patient progress and outcomes of care upon request. Further, the hospice representative shall be responsible for communicating with Facility representatives and other health care providers who participate in the care of a Hospice Patient's terminal illness and related conditions to ensure quality of care for Hospice Patients and their families.

(e) Provision of Information. Hospice shall promote open and frequent communication with Facility and shall provide Facility with sufficient information to ensure that the provision of Facility Services under this Agreement is in accordance with the Hospice Patient's Plan of Care, assessments, treatment planning and care coordination. At a minimum, Hospice shall provide the following information to Facility for each Hospice Patient residing at Facility:

(i) Hospice Plan of Care, Medications and Orders. The most recent Hospice Plan of Care, medication information and physician orders specific to each Hospice Patient residing at Facility;

(ii) Election Form. The hospice election form and any advanced-directives;



(iii) Certifications. Physician certifications and recertifications of terminal illness;

(iv) Contact Information. Names and contact information for Hospice personnel involved in providing Hospice Services; and

(v) On-Call System. Instructions on how to access Hospice's 24-hour on-call system.

(f) Policies and Procedures. Hospice shall provide Facility with copies of applicable Hospice policies and procedures and shall meet with Facility to review such policies and procedures, as necessary.

(g) Physician Orders. All physician orders communicated by Hospice under this Agreement shall be in writing and signed by the applicable attending physician or Hospice Physician; provided, however, that in the case of urgent or emergency circumstances, such orders may be communicated orally by any such persons. Hospice shall maintain adequate records of all physician orders communicated in connection with the Plan of Care.

(h) Purchased Hospice Services. Hospice will not purchase goods from Facility.

(i) Notification of Hospice Services. Hospice shall fully inform Hospice Patient of the Hospice Services to be provided by Hospice and Purchased Hospice Services, if any, to be provided by Facility.

(j) Assist with Surveys and Complaints. Hospice shall be available during federal, state, local and other surveys to assist Facility in responding to surveyor questions and survey citations, attending exit conferences, drafting plans of correction for identified survey deficiencies and providing medical expertise when necessary to appeal survey deficiencies. In the event of any complaint filed by or with respect to a Hospice Patient or any investigation initiated by any governmental agency or any litigation commenced against Facility, Hospice shall fully cooperate with Facility in an effort to respond to and resolve the same in a timely and effective manner. Hospice shall also cooperate fully with any insurance company providing protection to Facility in connection with investigations. Hospice shall notify Facility promptly of any inquiries, claims, and investigations and cooperate fully with the directions of Hospice with respect thereto.

(k) Confirmation of Unrelated Items and Services Provided to Medicare and/or Medicaid Patients. Hospice shall be solely responsible for determining those items and services that are related to and medically necessary for the palliation and management of a Hospice Patient's terminal illness. Hospice shall communicate such determination to Facility and promptly respond to Facility's request for confirmation that

an item or service is not related to a Medicare and/or Medicaid Hospice Patient's terminal illness.

(l) Solicitation of Non-Hospice Facility Residents. Hospice employees, contractors, agents and volunteers shall not engage in the practice of solicitation of non-Hospice Facility residents. Solicitation shall mean conduct by Hospice employees, contractors, agents and volunteers or respective assignees or successors during the term of this Agreement which may be reasonably interpreted as designed to persuade non-Hospice residents to elect hospice services. Notwithstanding any other provision of this Agreement, Hospice agrees that Facility shall, in addition to any other remedies provided for under this Agreement, have the right to seek a judicial temporary restraining order, preliminary injunction, or other equitable relief against Hospice to enforce its rights under this Section.

(m) Solicitation of Facility Employees. Hospice employees, contractors, agents and volunteers shall not engage in the practice of solicitation of Facility Employees. Solicitation shall mean conduct during the term of the Agreement which may be reasonably interpreted as designed to persuade Facility employees to seek Beloit Regional Hospice employment.

(n) Criminal Background Check. Hospice states that all employees, agents, and volunteers that will be providing care to the Hospice patient at the Facility have been screened and meet the requirements of criminal background check required for long term care facilities in the state in which Facility operates. Criminal background check documentation may be made available to Facility for cause as determined by Facility delegate and Hospice Director of Patient Services.

#### 4. Billing and Payment.

(a) Billing and Payment for Facility Services Provided to Medicaid Eligible Hospice Patients.

(i) Rates. As required by applicable law, Hospice shall pay Facility a fixed payment rate for each Residential Hospice Care Day provided to a Medicaid Eligible Hospice Patient, excluding any days on which a Hospice Patient receives inpatient care at Facility and any other days on which Facility would not have received payment from Medicaid if the Hospice Patient had not been enrolled in hospice. The fixed payment rate shall be 100 percent (100%) of Facility's applicable then current Medicaid per diem rate that would have been paid by the Medicaid program to Facility if the Medicaid Eligible Hospice Patient had not elected to receive hospice care, less the Medicaid Eligible Hospice Patient's required personal contribution amount, if any. Facility shall accept this rate as payment in full for Facility Services provided to such Medicaid Eligible Hospice Patient and shall not bill the Medicaid Eligible Hospice Patient or his/her family, representatives or any third party payor. If it is later determined that the rate Hospice paid is not correct, Hospice shall adjust future payments for Facility Services for overpayments or underpayments, as applicable. Facility shall collect and

retain the Medicaid Eligible Hospice Patient's required personal contribution amount, if any.

(ii) Billing and Payment. Within ten (10) calendar days of the end of the month and within at least 30 days of providing Facility Services, Facility shall submit to Hospice an accurate and complete statement of all Facility Services provided to Medicaid Eligible Hospice Patients. The statement shall be in a form acceptable to Hospice and include information usually provided to third party payors to verify the services and charges reflected in the statement, including by not limited to: (i) the name of the Hospice Patient receiving services; (ii) the dates for Facility Services provided to each Medicaid Patient; and (iii) Facility's applicable then current Medicaid rate for Facility Services provided to each Medicaid Patient. Hospice shall pay Facility within 30 days after receipt of a complete statement. Payment by Hospice in respect to such bills shall be considered final, unless adjustments are requested in writing by Facility within 30 days of receipt of payment. Hospice shall have no obligation to pay Facility for any service if Hospice does not receive a bill for such service within 60 days following the date on which the service was rendered.

(b) Billing and Payment for Facility Services Provided to Private Pay Patients. Facility shall bill each Private Pay Hospice Patient or such patient's third party payor, for Facility Services at a rate agreed upon by Facility and such patient or his or her third party payor. Facility shall accept such payment as payment in full for Facility Services. Hospice will not be responsible for reimbursing Facility for any portion of the cost of Facility Services provided to a Medicare Eligible Hospice Patient or Private Pay Hospice Patient. Facility shall not seek payment from Hospice in the event of default of financial obligations on the part of a Private Pay Hospice Patient or such patient's third party payors. Hospice will, to the extent permitted by law, provide Facility with any information it may reasonably require to obtain payment from any payor or other permissible payment source.

(d) Billing and Payment for Other Facility Services. Facility shall bill Hospice Patients or the third party payor, if applicable, for (i) Other Facility Services; (ii) Uncovered Items and Services; and (iii) care provided by Facility upon the request of a Hospice Patient which is not reasonable or necessary for palliation or management of the terminal illness and not rendered in accordance with the applicable Plan of Care. Hospice shall bear no responsibility, obligation, or other liability to reimburse Facility for the cost of these services.

(e) Limitation on Hospice's Financial Responsibility. Except as specifically identified in this Agreement, Hospice shall bear no responsibility, obligation, or other liability to reimburse Facility for any charges, costs, expenses or other fees for services provided under this Agreement. Hospice shall have no obligation to pay Facility for any service if Hospice does not receive a bill for such service within 60 days following the date on which service was rendered. If the billing for services Facility provides, arranges or bills under this Agreement is determined to be in error, Facility

shall cooperate with Hospice to make any necessary repayment and coordinate with Hospice to rebill such services as permitted.

5. Insurance and Hold Harmless.

(a) Insurance. Each party shall obtain and maintain appropriate professional liability, commercial general liability, worker's compensation and employer's liability insurance coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage amounts of Facility's professional liability insurance be less than \$1 million per claim and \$3 million in the aggregate. Either party may request evidence of insurance from the other party and such other party shall provide such evidence to the requesting party in a timely manner. Facility shall ensure that Hospice receives at least 30 days' notice prior to the termination of any insurance policy required by this Agreement.

(b) Indemnification. Hospice and Facility each shall hold harmless, indemnify and defend the other party and the other party's shareholders, directors, officers, agents and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, to the extent caused by any act or omission on the part of the indemnifying party or the indemnifying party's agents, contractor or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees, and shall survive the termination of the Agreement.

6. Records.

(a) Creation and Maintenance of Records. Facility and Hospice shall prepare and maintain complete and detailed records concerning each Hospice Patient receiving Facility Services under this Agreement in accordance with prudent record-keeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Facility and Hospice shall retain such records for a minimum of six (6) years from the date of discharge of each Hospice Patient or such other time period as required by applicable federal and state law. Each clinical record shall completely, promptly and accurately document all services provided to, and events concerning, each Hospice Patient, including evaluations, treatments, progress notes, authorizations to admission to Hospice and/or Facility, physician orders entered pursuant to this Agreement and discharge summaries. Each record shall document that the specified services are furnished in accordance with this Agreement and shall be readily accessible and systemically organized to facilitate retrieval by either party. Facility shall cause each entry made for Facility Services provided to be signed and dated by the person providing Facility Services.

(b) Financial Recordkeeping. Facility shall keep accurate books of accounts and records covering all transactions relating to this Agreement (the "Financial Records") at its principal place of business.

(c) Access. Facility and Hospice shall permit the other party or its authorized representative, including any independent public accountant or other auditor, during regular business hours to review and make photocopies available of records maintained by Facility or Hospice relating to the provision of Facility Services including, but not limited to, Financial Records, clinical records and billing and payment records. This section shall survive the termination of this Agreement.

(d) Inspection by Government. In accordance with 42 U.S.C. § 1395x(v)(1)(i) and 42 C.F.R. § 420.300, et seq., Facility shall make available, until the expiration of four years from the termination of this Agreement, upon written request, to the Secretary of Health and Human Services of the United States, and upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any of its books, documents and records that are necessary to certify the nature and costs of Medicare reimbursable services provided under this Agreement. If and to the extent Facility carries out any of its duties under this Agreement through a subcontract with a related organization having a value or cost of \$10,000 or more over a 12-month period, then Facility shall ensure that the subcontract contains a clause comparable to the clause in the preceding sentence. Nothing contained in this section shall be construed as a waiver by either party of any legal rights of confidentiality with respect to patient records and proprietary information.

(e) Destruction of Records. Facility shall take reasonable precautions to safeguard records against loss, destruction and unauthorized disclosure.

7. Confidentiality. Each party acknowledges that as part of its performance under this Agreement, it may be required to disclose to the other party certain information pertaining to Hospice Patients (collectively, "Patient Information") and may be required to disclose certain business or financial information (collectively, with the Patient Information, the "Confidential Information"). Each party agrees that it shall treat Confidential Information with the same degree of care it affords its own similarly confidential information and shall not, except as specifically authorized in writing by the other party or as otherwise required by law, reproduce any Confidential Information or disclose or provide any Confidential Information to any person. A party that discloses Confidential Information shall be entitled to injunctive relief to prevent a breach or threatened breach of this section, in addition to all other remedies that may be available. This section shall survive termination of this Agreement.

8. Term and Termination.

(a) Term. This Agreement shall have an initial term of one year beginning on the Effective Date ("Initial Term") and shall automatically renew for successive one-year terms, unless sooner terminated as provided below.

(b) Termination.

(i) Without Cause. This Agreement may be terminated by either party for any reason by providing at least 30 days' prior written notice to the other party.

(ii) Mutual Written Agreement. This Agreement may terminate at any time upon written agreement of the parties.

(iii) For Cause. Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party breaches this Agreement and fails to cure such breach within such 30-day period.

(iv) Change in Law. In the event there are substantial changes or clarifications to any applicable laws, rules or regulations that materially affect, in the opinion of either party's legal counsel, any party's right to reimbursement from third party payors or any other legal right of any party to this Agreement, the affected party may, by written notice to the other party, propose such modifications to this Agreement as may be necessary to comply with such change or clarification. Upon receipt of such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If such notice is given and the parties are unable within 60 days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing at least 30 days' notice to the other party.

(v) Immediate Termination. Notwithstanding the above, either party may immediately terminate this Agreement if:

[a] Failure to Have Qualifications. A party or its personnel are excluded from any federal health program or no longer have the necessary qualifications, certifications and/or licenses required by federal, state and/or local laws to provide Facility Services.

[b] Liquidation. A party commences or has commenced against it proceedings to liquidate, wind up, reorganize or seek protection, relief or a consolidation of its debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.

[c] Failure to Have Insurance. A party ceases to have any of the insurance required under this Agreement.

[d] Threats to Health, Safety or Welfare. A party fails to perform its duties under this Agreement and the other party determines in its full discretion that such failure threatens the health, safety or welfare of any patient.

[e] Commission of Misconduct. A party commits an act of misconduct, fraud, dishonesty, misrepresentation or moral turpitude involving the other party or a mutual patient of the parties.

(c) Effect of Termination on Availability of Facility Services.

Notwithstanding any other provision of this Agreement, upon termination of this Agreement for any reason, including without limitation, expiration of its term, Facility shall, unless otherwise directed by Hospice, continue to provide Services to Hospice Patients who are receiving services at the time of termination until no such Hospice Patients remain at Facility. The terms and conditions of this Agreement shall remain in effect with respect to any Continuation Services unless the parties agree otherwise in writing. On or after the date of termination, Hospice shall not request admission of any new Hospice Patients to Facility for purposes of receiving services under this Agreement. This section shall survive termination of this Agreement.

9. Notification of Material Events. Either party shall immediately notify the other party of:

(a) Ownership Change. Any change in 10% or more of its ownership.

(b) Business Address Change. Any change in business address.

(c) Licensure Actions. Any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, or action by federal or state officials against the party or its personnel.

(d) Exclusion. Any threatened, proposed or actual exclusion of it or any of its subcontractors or personnel from any government program including, but not limited to, Medicare or Medicaid.

(e) Insurance. The cancellation or modification of any of the insurance coverage that the party is required to have under this Agreement.

(f) Liquidation. The commencement of any proceeding to liquidate, wind up, reorganize or seek protection, relief or a consolidation of Facility's or Hospice's debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.

(g) Incident Reporting. Any of the following alleged incidents involving a Hospice Patient residing at Facility:

- (i) mistreatment or neglect;
- (ii) verbal, mental, sexual or physical abuse;
- (iii) any criminal act;
- (iv) injuries of an unknown source; or
- (v) misappropriation of patient property.

10. Nondiscrimination. The parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, national origin, or any other protected class in any manner prohibited by federal or state laws.

11. Independent Contractor. In performance of the services discussed herein, Hospice and Facility shall each be, and at all times are, acting and performing as an independent contractor, and not as a partner, a co-venturer, an employee, an agent or a representative of the other. No employee or agent of one party to this Agreement shall be considered an employee or agent of the other party.

12. Use of Name or Marks. Neither Hospice nor Facility shall have the right to use the name, symbols, trademarks or service marks of the other party in advertising or promotional materials or otherwise without receiving the prior written approval of such other party; provided, however, that one party may use the name, symbols, or marks of the other party in written materials previously approved by the other party for the purpose of informing prospective Hospice Patients and attending physicians of the availability of the services described in this Agreement.

13. Miscellaneous Provisions.

(a) Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

(b) Severability. This Agreement is severable, and in the event that any one or more of the provisions hereof shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(c) Headings. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any claims or disputes related to this Agreement shall be brought in Rock County.

(e) Nonassignability. Neither party shall assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

(f) Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.



(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. There are no third party beneficiaries of or to this Agreement.

(h) No Third Party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party.

(i) Force Majeure. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

(j) No Requirement to Refer. This Agreement is not intended to influence the judgment of any physician or provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of residents. Neither Facility nor Hospice shall receive any compensation or remuneration for referrals. The parties intend to comply with 42 U.S.C. 1320a-7b(b) (commonly known as the Federal Anti-Kickback Statute) and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare and Medicaid programs, as such provision may be amended from time to time. This Agreement and any other written agreements or oral understandings between the parties shall be construed in a manner consistent with compliance with such statutes and regulations. The parties further intend that the fees set forth in this Agreement shall be fair market value for services, based on arm's length bargaining and the value of similar services in the community. The services contracted for do not exceed those that are reasonably necessary to accomplish the commercially reasonable business purposes of the parties and do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law. In the event any court or administrative agency of competent jurisdiction determines this Agreement or any other written agreement or oral understanding between the parties violates any of such statutes or that the fees in this Agreement are not fair market value, then the parties hereto shall take such actions as necessary to amend this Agreement to comply with the applicable statutes and regulations.

(k) Nonexclusive Agreement. This Agreement is intended to be nonexclusive, and either party may use any provider for the same or similar services.

(l) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

(m) Notices. All notices or other communications which may be or are required to be given, served or sent by any party to the other party pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile. Such notice or other communication shall be deemed

sufficiently given or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: HOSPICE  
Beloit Regional Hospice  
655 Third Street, Suite 200  
Beloit, WI 53511  
PH: 608-363-7421  
FAX: 608-363-7426  
Attn: Elizabeth A Quinn, Director of Business & Finance

TO: FACILITY  
Facility Name: \_\_\_\_\_  
Facility Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone # : \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Contact: \_\_\_\_\_

(n) Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement may not be modified or amended except by mutual consent of both parties, and such modifications or amendment must be in writing duly executed by the parties hereto, and shall be attached to and become a part of this Agreement.

(o) Dispute Resolution. Hospice and Facility shall act promptly to mediate any disputes with respect to the appropriateness of the Hospice Plan of Care, Facility Plan of Care, Hospice services, Facility's Room and Board Services, classification of Hospice Patients according to level of service categories and financial reimbursement according to the following dispute resolution process:

Disputes regarding the Hospice Plan of Care for a Hospice Patient will be referred to the Facility's Interdisciplinary Care Plan Team and Hospice's Interdisciplinary Care Plan Team.

Other disputes shall be brought before the liaison representatives and good faith efforts made to resolve the dispute between themselves and with other individuals, as appropriate.

Discussion between the Administrator of the Facility and the Director of Hospice shall be held and a good faith effort to resolve the dispute made.

(p) Responsibility of Services. To the extent required by law, the Facility agrees to assume the responsibility that all services hereunder (a) will meet applicable professional standards and principles and (b) will be provided timely. In order to assist Facility in such responsibility, all services provided by Hospice shall (a) meet the highest professional standards and principles applicable to such services and (b) be provided timely in accordance with the needs of the Hospice Patient receiving such services.

(q) Excluded Providers. Hospice represents and warrants that it is not engaged in, and during the term of this Agreement shall not engage in, any activities prohibited under the federal anti-kickback statute (Social Security Act §1128B, 42 U.S.C. §§1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant thereto or similar state or local statutes or regulations, or rules of professional conduct. Hospice represents and warrants that it is not and has not been excluded from the Medicare, Medicaid and/or other federal health care programs.

In the event Hospice is under investigation by the United States Department of Health and Human Services Office of Inspector General for a claim or action that could result in Hospice being excluded from the Medicare, Medicaid, and/or other federal health care programs, Hospice shall give immediate written notice of such investigation or such exclusion, as applicable, to Facility. In the event Hospice breaches a representation, warranty or covenant in any paragraph of this section, the Agreement shall be null and void from the date of such breach.

The duty to notify the Facility of an investigation is only triggered after the Hospice being investigated has received enough information from DHHS OIG to form a reasonable basis to conclude that exclusion is the probable outcome of the investigation.

(r) False Claims. Performance under the Agreement shall be in accordance with the federal False Claims Act, 31 USC §§ 3729-3733, and similar state laws. The federal False Claims Act imposes liability on those who knowingly make or use false or fraudulent claims, records, or statements for the purpose of obtaining or retaining payments where federal government funds are either directly or indirectly involved. A person who violates these laws may be liable for civil, criminal, and/or administrative penalties, including monetary penalties, imprisonment, exclusion from participation in government programs, and loss of licensure status. Private persons can commence lawsuits under the federal False Claims Act, as well as under some similar state laws, and share a percentage of any monetary recovery or settlement. Employers are prohibited from retaliating against employees because of their initiation of, or participation in, a lawful false claims investigation. Suspected violations of these laws should be reported to BRH's Compliance Department at 1-608-363-7125 or the appropriate federal or state agency.

(s) Elder Justice Act. By signing this Agreement Hospice acknowledges receipt of the Notice for Covered Individuals of Reporting Obligations under the Elder Justice Act as set forth in Exhibit A, which is incorporated herein by reference.

This Agreement may not be modified or amended except by mutual consent of the parties, and any such modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to, and become a part of, this Agreement.

*Signature page follows.*

The parties have executed this Agreement as of the day, month and year first written above.

HOSPICE: Beloit Regional Hospice

By: Nwacha Ukeje

Name: Nwacha Ukeje

Title: Director of Hospice

Date: 1/13/16

FACILITY:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### NOTICE OF COVERED INDIVIDUALS' REPORTING OBLIGATIONS UNDER THE ELDER JUSTICE ACT

As a result of the Elder Justice Act ("EJA"), the Centers for Medicare & Medicaid Services ("CMS") requires that we notify you annually of reporting obligations with regard to the reasonable suspicion of a crime against an elderly individual. We have determined that you are a "covered individual" because of your relationship with Beloit Regional Hospice (BRH) and therefore subject to the EJA reporting requirement.

The following information is provided to you as an overview of the Elder Justice Act.

#### Summary of Important Information

- You have reporting obligations under the EJA if you have formed a reasonable suspicion that a crime has occurred against a resident.
- You must notify BRH Executive Director of any suspicion of a crime.
- BRH may not prohibit you from making a report, nor may there be any form of retaliation for making a good faith report.

#### WHAT DOES THE LAW SAY AND REQUIRE OF YOU?

##### DEFINITIONS:

- Covered Individual** – Means each individual who is an owner, operator, employee, manager, agent or contractor of a long-term care facility that received at least \$10,000 in Federal funds during the preceding year.
- Crime** – Means conduct which is prohibited by state law or the laws of the applicable political subdivision where the facility is located.
- Exploitation** – Means fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary, that uses the resources of an elder for monetary or personal benefit, profit, or gain, or that results in depriving an elder of rightful access to, or use, of benefits, resources, belongings, or assets.
- Serious Bodily Injury** – Means an injury involving extreme physical pain; substantial risk of death; protracted loss or impairment; criminal sexual abuse; or requiring medical intervention such as surgery, hospitalization or physical rehabilitation.

##### REPORTING REQUIREMENTS:

- Each covered individual shall report to the State Survey Agency (SA) and one or more local law enforcement entity any reasonable suspicion of a crime (including exploitation or serious bodily injury as defined above) against any individual who is receiving care from BRH.
- Multiple individuals may file a single report that includes information about the suspected crime from each person. BRH has developed a procedure to facilitate multiple individuals reporting the same suspected crime and has developed a form for this purpose.

##### TIMELY REPORTING

- **Serious Bodily Injury** – If the event results in a serious bodily injury the report must be made **immediately, but no later than 2 hours** after forming the suspicion; and
- **All Others - Within 24 hours** – If the event did not result in serious bodily injury, the report must be made not later than 24 hours after forming the suspicion.

**PENALTY FOR A VIOLATION BY COVERED INDIVIDUAL**

- If a report is not made as required, the covered individual may be subject to civil money penalty of not more than \$200,000; and may be excluded from participation in any Federal health program.
- If a report is not made as required, and the lack of reporting increased the harm, the individual may be subject to a civil money penalty of not more than \$300,000; and may be excluded from participation in any Federal health care program.

**If you have reason to believe any resident has been the subject of mistreatment, please follow BRH's protocol for reporting such incidents.**

# RESOLUTION

## ROCK COUNTY BOARD OF SUPERVISORS

Health Services Committee  
INITIATED BY



Sue Prostko  
DRAFTED BY

Health Services Committee  
SUBMITTED BY

April 1, 2016  
DATE DRAFTED

### RECOGNIZING DOREEN FIU FOR SERVICE TO ROCK HAVEN

- 1   **WHEREAS**, Doreen Fiu has served the citizens of Rock County over the past 16 years, 8 months as a
- 2   dedicated and valued employee of Rock County; and,
- 3
- 4   **WHEREAS**, Doreen Fiu began her career with Rock County in the 51.42 department as a Registered Nurse on
- 5   August 9, 1999; and,
- 6
- 7   **WHEREAS**, Doreen Fiu accepted a Registered Nurse position at Rock Haven on October 9, 2006; and
- 8
- 9   **WHEREAS**, Doreen Fiu has worked diligently in that position until her retirement on April 13, 2016; and,
- 10
- 11   **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to
- 12   commend Doreen Fiu for her long and faithful service.
- 13
- 14   **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled this
- 15   \_\_\_\_\_ day of \_\_\_\_\_, 2016 does hereby recognize Doreen Fiu for her 16 years, 8 months of service and
- 16   extend their best wishes to her in her future endeavors; and,
- 17
- 18   **BE IT FURTHER RESOLVED**, that the County Clerk be authorized and directed to furnish a copy of this
- 19   resolution to Doreen Fiu.

#### COUNTY BOARD STAFF COMMITTEE

Respectfully submitted,

HEALTH SERVICES COMMITTEE

\_\_\_\_\_  
Norvain Pleasant, Chair

\_\_\_\_\_  
Anders Dowd

\_\_\_\_\_  
Terry Fell

\_\_\_\_\_  
Brenton Driscoll

\_\_\_\_\_  
David Homan

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Mary Mawhinney

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Hank Brill

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Terry Thomas



## CONSULTIVE SERVICE AGREEMENT

This agreement is made is entered into between Rock Haven and Kent Bowers, M.D. for the purpose of providing physician consulting services.

Services provided under this agreement shall be at the request of the Nursing Home Administrator at times and for periods mutually agreed upon. The provider of service agrees to the following:

The named physician shall:

- (a) Hold, and provide documentation of, a current license to practice general medicine in the State of Wisconsin.
- (b) Hold, and provide documentation of, adequate malpractice liability insurance in accordance with State law.
- (c) Maintain membership on the Medical, Dental and Podiatry Staff of the Rock Haven.
- (d) Before commencing provision of service, the named physician will provide results of recent TB skin testing. Physician will provide annual documentation thereafter.
- (e) Cooperate in recovery of third party payments including assignment of claims as necessary.
- (f) Bill the County on letterhead stationery or as prescribed by the County. Such bills shall be signed.
- (g) Private practice is permitted; however, physician shall avoid conflicts of interest. Physicians are to file required conflict of interest forms if holding more than one position.
- (h) Maintain Medicare and Medicaid certification.

The compensation hereinafter provided shall be the entire compensation and shall include all services of any nature rendered as consultant to Rock Haven, and physician shall not be entitled to additional compensation from any source for such services.

The management of the Rock Haven is reserved to the County, including the right to plan and schedule service, to determine what constitutes good and efficient service, and all other functions of management and direction not expressly limited by the terms of this agreement. Rock Haven assumes professional and administrative responsibility for the services rendered.

It is the understanding of the parties to the Agreement that when this Agreement provides: "Rock Haven assumes professional and administrative responsibility for the services rendered," what is meant is that Rock Haven will provide general administrative supervision and accountability control for the service Physician while performing services for the facility.

Rock Haven does not assume responsibility for technical professional supervision of the actual services provided. The professional liability, technical professional supervision, and quality of services remain the responsibility of the Physician.

Fees for professional services shall be at the rate of \$130 per hour. On-site emergency consultation services will also be provided at the rate of \$130 dollars per hour. Physician shall furnish on-site consulting services for a maximum of 130 hours annually with an anticipated average of 10 hours per week as relief physician for Dr. West.

Provider shall assure professional service availability for emergency medical and/or psychiatric services as assigned by the Medical Director with evening call reimbursable at the rate of \$150 per evening. Holiday and weekend call reimbursement at the rate of \$275 per day.

In connection with the performance of work under this contract, the Physician agrees not to discriminate against any patient or resident in the provision of service. The Physician also agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s.51.01(5), Wis. Stat., or national origin, marital status, ancestry, arrest record, or any reserve component of the military forces of the United States or this State.

This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Physician further agrees to take affirmative action to ensure equal employment opportunities. The Physician agrees to post in a conspicuous place, available to employees and applicant for employment, notices to be provided by the Provider setting forth the provisions of the non-discrimination clause.

Provider, in the conduct of its responsibilities under this Agreement, may have access to information which is classified as "protected health information" (PHI) (as such term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") medical privacy regulations). During the term of this Agreement (and for such additional term as required by law), any PHI which is accessed by or provided to the vendor shall be held in confidence, in accordance with the HIPAA medical privacy regulations as if the vendor were a "Business Associate" (as such term is defined under the HIPAA medical privacy regulations). Any disclosure of such information will be limited as required by law. The failure of vendors to satisfy the obligations of this paragraph shall entitle the County to indemnification for any damages, costs or expenses sustained (including actual attorneys' fees).

"Contract physician shall indemnify the County against any and all loss, damages, and costs or expenses which the County may sustain or incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the contracted physician under the Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs or expenses caused by the County.

The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this contract."

This agreement shall be in effect May 1, 2016 and remain in effect until December 31, 2016 at which time it will automatically renew for one-year, ending December 31, 2017. At that point, the contract will be renegotiated. Termination of this agreement shall occur upon ninety (90) days written notice by either party.

SIGNED FOR ROCK HAVEN

SIGNED FOR THE SERVICE PROVIDER

\_\_\_\_\_

\_\_\_\_\_

Kent Bowers, M.D.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: P.O. Box 920  
Janesville, WI 53547-0920

Address: \_\_\_\_\_  
\_\_\_\_\_

**Rock Haven  
RESIDENT COUNCIL MEETING  
March 15, 2016**

**Members Present:**

Tom Hahn	Sheila Tabbert	Joanne O'Brien	Lynn Gibson	Gladys Johnson
Beulah Rudolph		Pat Linneman	Ramon Ojeda	Carol Wedesky
Ruth Long		Lillian Frayer	Ruth Long	

**Others:** Gail Sullivan, SW      Theresa Talbert, SW

**Meeting called to order** – Pat Linneman

**Pledge of Allegiance Recited** – All Members

**Reading of Last Meeting Minutes** – Tom Hahn

**Treasurer's Report** – by Joanne O'Brien

Deposits– \$50.00

Expenses – \$160.00

Balance -- \$4,490.49

**General Announcements:** There were none

**Old Business:** There was none

**New Business:**

- The past two months minutes from the Health Services Committee were shared with the group
- Maintenance concerns: Nothing was addressed
- Upcoming Special Events were announced & discussed what kind of musical events they would like to see in the future
- Educational Topic: Providing services & activities
- Announced David Hayes-Food Service Manager has been invited to address the group in April
- There were no additional questions or concerns & meeting was adjourned

**Next meeting:** Tuesday, April 19 @ 10:15 am –in the Social Room & Officers will meet on Friday, April 15<sup>th</sup> in the Social Room @ 10:00 am