



HEALTH SERVICES COMMITTEE
Wednesday, July 13, 2016 at 8:00 a.m.
Rock Haven Conference Room

AGENDA

1. Call to Order
2. Adoption of Agenda
3. Approval of Minutes – June 8, 2016
4. Introductions, Citizen Participation, Communications and Announcements
5. Information Item: Review of Payments
6. **Action Item:** Budget Transfers
7. Finance – Joanne Foss
8. Old Business
 - a. Information Item: Rock Haven Building Update
 - b. **Action Item:** Marketing of Rock Haven
 - c. Information Item: Pathway Health Engagement – Executive Summary (will be provided at meeting)
9. New Business
 - a. **Action Item:** Specialized Medical Services Service Agreement
 - b. **Action Item:** Agreement Regarding Confidentiality of Health Care Records
 - c. **Action Item:** Professional Medical Inc. Service Agreement
 - d. **Action Item:** Resolution: Awarding Contract to RF Technologies, Brookfield WI for the Purchase and Installation of the Wander Management System at Rock Haven Nursing Home
 - e. **Action Item:** Resolution: Authorizing Rock Haven IT Equipment Purchase and Amending 2016 Rock Haven Budget
10. Information Item: Reports
 - a. Census
 - b. Activities

- 1) Staff Education for July 2016
 - a. Infection Control
 - b. Electronic Charting System
 - 2) Resident Council Meeting – July 19, 2016 at 10:15 am.
 - 3) Rock Haven Monthly Newsletter
11. Next Meeting Date - The next regular meeting of the Health Services Committee is scheduled for Wednesday, August 10, 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.

COMMITTEE REVIEW REPORT
FOR THE MONTH OF JUNE 2016

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
32-7260-7400-62179	PHARMACY	P1600126	05/31/2016	OMNICARE PHARMACIES OF WISCON	19,367.31
32-7260-7400-62180	PHYSICAL THERAPY	P1600113	05/31/2016	MJ CARE INC	10,370.64
32-7260-7400-62185	OCCUP.THERAPY	P1600113	05/31/2016	MJ CARE INC	13,253.52
32-7260-7400-62186	SPEECH THERAPY	P1600113	05/31/2016	MJ CARE INC	4,382.22
				RH CONTRACT SERVICES T-18 PROG TOTAL	47,373.69
32-8000-8200-62104	CONSULTING SERV	P1600126	05/31/2016	OMNICARE PHARMACIES OF WISCON	791.35
32-8000-8200-63109	OTHER SUPP/EXP	P1600126	05/31/2016	OMNICARE PHARMACIES OF WISCON	1,180.71
				SUPPORT SERVICE PHARMACY PROG TOTAL	1,972.06
32-8000-9500-64415	PROVIDER TAX	P1600122	06/01/2016	WISCONSIN DEPARTMENT OF HEALTH	21,760.00
				SUPPORT SERVICE ADMINISTRATION PROG TOTAL	21,760.00
32-8000-9700-62174	INTERNIST	P1600124	05/19/2016	WEST MD,WILLIAM PETER	10,515.00
				SUPPORT SERVICE MEDICAL STAFF PROG TOTAL	10,515.00
32-9000-9920-62201	ELECTRIC		06/09/2016	ALLIANT ENERGY/WP&L	16,895.59
				GENERAL SERVICES UTILITIES PROG TOTAL	16,895.59

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FOR THE MONTH OF JUNE 2016

<u>Account Number</u>	<u>Account Name</u>	<u>PO#</u>	<u>Inv Date</u>	<u>Vendor Name</u>	<u>Inv/Enc Amt</u>
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I have reviewed the preceding payments in the total amount of **\$98,516.34**

Date: _____ Dept Head _____
Committee Chair _____

COMMITTEE REVIEW REPORT
FOR THE MONTH OF JUNE 2016

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
32-3250-0000-64904	SUNDRY EXPENSE	P1600425	06/01/2016	LIVING DESIGN INC	283.23
				ROCK HAVEN PROG TOTAL	283.23
32-7260-7400-62171	AMBULANCE	P1602120	06/14/2016	REDIRIDE LLC	57.50
32-7260-7400-62176	LABORATORY	P1600112	03/31/2016	MERCY HEALTH SYSTEM	2,307.54
32-7260-7400-62189	OTHER MED SERV	P1600413	03/18/2016	BELOIT MEMORIAL HOSPITAL	140.15
		P1600416	06/01/2016	DEAN HEALTH SYSTEMS	135.95
		P1600429	05/31/2016	MOBILEXUSA	140.79
				RH CONTRACT SERVICES T-18 PROG TOTAL	2,781.93
32-7500-7350-63109	OTHER SUPP/EXP	P1600440	06/01/2016	ROCK COUNTY HEALTH CARE CENTE	100.00
32-7500-7350-64300	REC THERAPY	P1600114	06/01/2016	CHARTER COMMUNICATIONS	1,745.29
				RH-PROGRAM SERVICE ADMIN. PROG TOTAL	1,845.29
32-8000-8100-63100	OFC SUPP & EXP	P1600107	06/05/2016	JP MORGAN CHASE BANK NA	66.86
		P1600312	06/06/2016	BATTERIES PLUS LLC	451.08
		P1600415	05/16/2016	CRESCENT ELECTRIC SUPPLY CO	1.32
32-8000-8100-63101	POSTAGE	P1600118	06/30/2016	POSTMASTER JANESVILLE	298.00
		P1600439	05/24/2016	ROCK COUNTY HEALTH CARE CENTE	22.95
32-8000-8100-63109	OTHER SUPP/EXP	P1600405	05/19/2016	REINHART FOODSERVICE LLC	277.02
		P1600409	06/08/2016	GORDON FOOD SERVICE	541.80
		P1600430	06/20/2016	MULLIGANS CELLULAR AND PAGING	96.00
		P1600439	05/25/2016	ROCK COUNTY HEALTH CARE CENTE	78.61
32-8000-8100-64000	MEDICAL SUPPLIES	P1600111	06/10/2016	MENARDS	93.09
		P1600403	05/12/2016	CENTRAD HEALTHCARE INC	1,358.54
		P1600404	06/08/2016	MEDLINE INDUSTRIES INC	4,020.51
		P1600443	06/06/2016	SUPPLY WORKS	483.30
		P1600477	05/18/2016	PROFESSIONAL MEDICAL INC	4,363.65
		P1600668	05/18/2016	MCKESSON MEDICAL SURGICAL MN S	6,178.26
32-8000-8100-64003	OXYGEN SUPPLIES	P1600403	05/26/2016	CENTRAD HEALTHCARE INC	1,082.03
32-8000-8100-64408	DISPOSABLES	P1600668	05/18/2016	MCKESSON MEDICAL SURGICAL MN S	9,063.15
				SUPPORT SERVICE MATERIALS PROG TOTAL	28,476.17
32-8000-8200-63109	OTHER SUPP/EXP	P1600668	05/18/2016	MCKESSON MEDICAL SURGICAL MN S	1,782.00

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Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
SUPPORT SERVICE PHARMACY PROG TOTAL					1,782.00
32-8000-9100-63109	OTHER SUPP/EXP				
		P1600411	05/18/2016	SYSCO FOODS OF BARABOO LLC	957.20
32-8000-9100-63111	PAPER PRODUCTS				
		P1600411	06/22/2016	SYSCO FOODS OF BARABOO LLC	74.97
32-8000-9100-64102	DAIRY				
		P1600407	05/19/2016	COUNTRY QUALITY DAIRY	4,149.42
		P1600411	05/18/2016	SYSCO FOODS OF BARABOO LLC	558.84
32-8000-9100-64105	GROCERIES				
		P1600408	05/18/2016	TROPIC JUICES INC	2,205.00
		P1600409	05/18/2016	GORDON FOOD SERVICE	9,318.85
		P1600410	05/21/2016	PAN-O-GOLD BAKING CO	1,254.76
		P1600411	05/18/2016	SYSCO FOODS OF BARABOO LLC	6,689.36
		P1600441	05/27/2016	SENTRY FOODS INC STORE #375	51.14
32-8000-9100-64107	MEAT				
		P1600409	05/18/2016	GORDON FOOD SERVICE	3,511.81
		P1600411	05/18/2016	SYSCO FOODS OF BARABOO LLC	2,922.78
32-8000-9100-64109	SUPPLEMENT				
		P1600411	05/18/2016	SYSCO FOODS OF BARABOO LLC	1,079.96
		P1602119	06/27/2016	PROFESSIONAL MEDICAL INC	1,410.73
SUPPORT SERVICE FOOD SERVICE PROG TOTAL					34,184.82
32-8000-9200-62420	MACH & EQUIP RM				
		P1600446	05/16/2016	ASC1 INC	372.73
		P1601766	05/18/2016	HENRICKSEN	148.00
32-8000-9200-62450	GROUNDS IMPR R&M				
		P1600468	06/02/2016	MENARDS	146.25
		P1600748	05/25/2016	TRUGREEN	350.00
		P1601867	05/19/2016	K AND W GREENERY INC	219.60
32-8000-9200-62460	BLDG SERV R&M				
		P1600470	05/20/2016	R E MICHEL COMPANY	114.54
		P1600473	05/19/2016	TAS COMMUNICATIONS INC	84.81
32-8000-9200-62470	BLDG R & M				
		P1600312	06/06/2016	BATTERIES PLUS LLC	375.06
		P1600449	06/07/2016	DEGARMO PLUMBING INC	732.06
		P1600455	06/01/2016	FIRST SUPPLY MADISON LLC	991.78
		P1600460	05/16/2016	HOME DEPOT/GECF	459.89
		P1600468	05/11/2016	MENARDS	897.43
		P1600475	06/07/2016	WERNER ELECTRIC SUPPLY COMPAN	435.43
32-8000-9200-63109	OTHER SUPP/EXP				
			05/25/2016	NATIONAL FIRE PROTECTION ASSOC	9.95
		P1600457	04/08/2016	HOH WATER TECHNOLOGY INC	1,010.00
		P1600462	06/02/2016	JACK AND DICKS FEED AND GARDEN	338.94
		P1601794	05/25/2016	NATIONAL FIRE PROTECTION ASSOC	65.25
SUPPORT SERVICE MAINTENANCE PROG TOTAL					6,751.72

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Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
32-8000-9300-62163	LAUNDRY				
		P1600105	05/20/2016	ARAMARK UNIFORM SERVICES INC	9,165.44
32-8000-9300-62164	DISPOSAL SERV				
		P1600104	05/31/2016	ADVANCED DISPOSAL SERVICES	1,097.56
		P1600109	04/30/2016	LB MEDWASTE SERVICES	212.10
		P1600433	05/17/2016	OFFICE PRO INC	27.97
32-8000-9300-63109	OTHER SUPP/EXP				
		P1600442	06/08/2016	SHOPKO INC #130	433.89
32-8000-9300-63111	PAPER PRODUCTS				
		P1600116	06/22/2016	PROFESSIONAL MEDICAL INC	942.50
		P1600688	06/06/2016	MCKESSON MEDICAL SURGICAL MN S	1,933.92
32-8000-9300-63404	JANITOR/CLEANING				
		P1600115	06/20/2016	NORTH AMERICAN CORPORATION	1,454.90
		P1600406	06/06/2016	SUPPLY WORKS	728.64
SUPPORT SERVICE ENVIRONMENTAL PROG TOTAL					15,996.92
32-8000-9500-62104	CONSULTING SERV				
		P1600108	05/31/2016	JT AND ASSOCIATES LLC	1,400.00
32-8000-9500-63200	PUBL/SUBCR/DUES				
		P1600110	06/15/2016	LEADINGAGE WISCONSIN	5,100.00
32-8000-9500-64200	TRAINING EXP				
		P1600110	06/15/2016	LEADINGAGE WISCONSIN	630.00
SUPPORT SERVICE ADMINISTRATION PROG TOTAL					7,130.00
32-8000-9700-62174	INTERNIST				
		P1600124	05/31/2016	WEST MD,WILLIAM PETER	15,590.00
		P1600437	05/30/2016	RAMSEY MD,H R	2,100.00
SUPPORT SERVICE MEDICAL STAFF PROG TOTAL					17,690.00
32-9000-9920-62202	WATER				
			05/01/2016	JANESVILLE WATER AND WASTEWATI	7,968.70
32-9000-9920-62203	NATURAL GAS				
			06/09/2016	ALLIANT ENERGY/WP&L	374.90
GENERAL SERVICES UTILITIES PROG TOTAL					8,343.60
32-9000-9930-62210	TELEPHONE				
		P1600103	05/18/2016	ABILITY NETWORK INC	782.00
GENERAL SERVICE TELEPHONE PROG TOTAL					782.00
32-9000-9940-61920	PHYSICALS				
		P1600432	05/31/2016	OCCUPATIONAL HEALTH CENTER	336.00
GENERAL SERVICE EMP BENEFITS PROG TOTAL					336.00

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I have reviewed the preceding payments in the total amount of **\$126,383.68**

Date: _____ Dept Head _____

Committee Chair _____

SUPPLY AND SERVICES AGREEMENT

This Supply and Services Agreement (this "Agreement") is entered into by and between Specialized Medical Services, Inc., a Wisconsin corporation ("SMS") and Rock Haven ("Customer") as of this 9th day of June 2016. SMS and Customer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

A. SMS has agreed to provide respiratory care, oxygen, oxygen and respiratory equipment, durable medical equipment, and supplies to patients of Customer; and

B. Customer desires to contract with SMS for the provision of such respiratory items and services to its patients who require such items and services as prescribed by their attending physician.

NOW THEREFORE, in consideration of the mutual covenants as contained in this Agreement, the Parties agree as follows:

Section 1. SMS's Obligations.

1.1 Provision of Items and Services. During the "Term" (as defined in Section 5.1), in consideration for the compensation to be paid to SMS, SMS shall (a) supply oxygen, oxygen equipment and other respiratory care equipment ("Oxygen Equipment"), (b) supply to all of Customer's patients respiratory supplies identified on Schedule 1.1, attached to and incorporated herein (the "Respiratory Supplies") and (c) provide respiratory care services identified on Schedule 1.1, attached to and incorporated herein (the "Respiratory Care Services"). The Oxygen Equipment, Respiratory Supplies and Respiratory Care Services are collectively referred to as the "Items and Services."

Section 2. Customer's Obligations.

2.1 Patient Care Services. Customer is responsible for all patient care services, including, without limitation: (a) admission of patients; (b) patient assessments; (c) establishing the plan of care; (d) patient care coordination; (e) supervising and evaluating the patient care and services; (f) discharge and transfer planning; (g) obtaining and periodically reviewing and revising physician's orders; and (h) patient care conferences. To the extent required by state statutory and regulatory requirements, Customer shall assume the professional and administrative responsibility for services rendered to Customer's patients.

2.2 Billing and Collection. Customer shall provide SMS with all necessary information, forms, and other documents required to obtain third party reimbursement for Items and Services provided under Section 1.1.

Section 3. Compensation.

3.1 Payment by Customer. Except as set forth in this Section 3.1, in consideration for the Items and Services provided by SMS pursuant to this Agreement, Customer shall compensate

SMS according to the fees and charges set forth on Schedule 1. SMS shall invoice Customer by the 5th business day of each month for the Items and Services provided during the previous month. Customer shall pay such invoice no later than thirty (30) days after the receipt of such invoice. If payment is not received within the thirty (30) day period, then (a) SMS, at its option, may charge interest on the outstanding balance at a rate of one percent (1%) per month or the rate allowable under Wisconsin or other applicable law, whichever is lower and (b) SMS, at its option, may deem Customer to be in material breach of this Agreement and, unless such breach is cured as set forth in Section 5, SMS may terminate this Agreement in accordance with Section 5.

3.2 Billing and Collection by SMS. SMS shall bill managed care organizations, federal or state governmental health care programs, private payors, and other third party payors (the "Direct Payors"), for certain Items and Services. Customer shall assume no responsibility for billing for such Items and Services billed by SMS in accordance with this Section 3.2 and SMS shall accept payment from the Direct Payors as payment in full for such Items and Services; provided, however, SMS shall bill Customer for such Items and Services under Section 3.1 if (a) Customer fails to meet its obligations under Section 2.2 and a Direct Payor refuses to reimburse SMS for Items and Services due, in whole or in part, to such failure, or (b) SMS determines that such Items and Services will not be covered by such Direct Payor prior to providing such Items and Services and Customer requests that SMS provide such Items and Services and shall pay SMS pursuant to Section 3.1. Customer agrees to use reasonable business efforts to support SMS in providing patient specific tracking for its nursing homes, including providing access to the nursing home and its patient and payer records, and filling out a startup form (provided by SMS) when equipment is put in use.

Section 4. Qualifications; Representations and Warranties.

4.1 Qualifications of the Parties. During the term, the Parties shall have and maintain all licenses, registrations, certifications, authorizations, and permits required to perform their obligations under this Agreement and shall comply with all other applicable requirements set forth in state or federal law or regulation applicable to their businesses.

4.2 Representations and Warranties of the Parties. The Parties represent and warrant the following:

4.2.1 Neither Party is engaged in or a party to or threatened with any suit, action, proceeding, inquiry, enforcement actions, investigation, claim or demand or legal or administrative hearing or proceeding, arbitration or other method of settling disputes or disagreements alleging health care fraud or abuse on the part of such Party or that could adversely impact such Party's ability to perform any or all of its duties and obligations under this Agreement;

4.2.2 Neither Party is under suspension or subject to any disciplinary proceedings or other sanctions or penalties by any federal or state governmental authority or agency having jurisdiction over the professional activities of such Party and is not under any formal or informal investigation or preliminary inquiry by any governmental

authority or agency for possible suspension, disciplinary action, or other sanction or penalty;

4.2.3 Neither Party has been subject to any health care related criminal fine, restitution order, civil judgment, criminal judgment or judgment under the False Claims Act; and

4.2.4 Neither Party has been convicted of a criminal offense related to, or has been excluded or debarred from participation in, any federal health care program, as defined at 42 U.S.C. § 1320a-7b(f), including but not limited to the Medicare program or any state Medicaid program.

4.3 Notice of Actions. A Party shall immediately deliver written notice to the other Party upon the discovery of any of the following, each of which shall be deemed events of default (each, an "**Event of Default**"): (a) any action that restricts, suspends, or revokes the registration or license of such Party; (b) any conviction of a criminal offense, naming the Party, any employee, or any affiliate; (c) any final, non-appealable disciplinary proceeding or action involving such Party before any governmental agency; (d) the imposition of any health care related fines, civil monetary penalties, administrative sanctions, assessments, restitution orders, or other remedies; and (e) such Party becomes aware of any termination, non-renewal, cancellation or reduction in coverage of any insurance policy required under this Agreement, if not replaced by substantially similar coverage.

Section 5. Term and Termination.

5.1 Term. The initial term of this Agreement shall be for a period of one (1) year commencing on May 27, 2016 and terminating on May 26, 2017 (the "**Initial Term**"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (the "**Renewal Term**") (the Initial Term and the Renewal Term shall be collectively referred to herein as the "**Term**"). After the Initial Term, either Party shall have the right to terminate this Agreement without cause upon sixty (60) day written notice to the other Party.

5.2 Termination. This Agreement may be terminated as follows:

5.2.1 Termination by Agreement. If SMS and Customer shall mutually agree in writing, SMS and Customer may terminate this Agreement upon such terms and conditions and on that date as stipulated in such writing.

5.2.2 Early Termination With Cause. Either Party may terminate this Agreement in the event either Party shall default in the performance of this Agreement and such default shall continue for a period of thirty (30) days without cure after written notice of such default is provided to the other Party stating the specific default.

5.2.3 Bankruptcy. In the event that either Party applies for or consent to the appointment of a receiver, trustee or liquidator, or file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or answer seeking reorganization appointment of a receiver, trustee or liquidator, or file a voluntary petition in bankruptcy

or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, any such action shall permit immediate termination for cause by the non-faulting Party.

5.2.4 Event of Default. A Party may immediately terminate this Agreement upon receipt of a notice of an Event of Default of the other Party.

5.3 Effect of Termination. If this Agreement is terminated, neither Party shall have any further obligations to the other except for obligations which have accrued and become due and payable prior to the date of termination and with the exception of those obligations set forth in this Agreement which are intended to extend beyond the termination date. Within thirty (30) days of termination, Customer shall pay to SMS all compensation and fees owing under this Agreement to the date of termination, return to SMS or purchase at SMS's current market price all Rented Equipment within thirty (30) days.

Section 6. Rented Equipment.

6.1 Title to Rented Equipment. Except as provided in Section 6.2, (a) Title to all Oxygen and Related Equipment and DME and Other Supplies rented under this Agreement (the "Rented Equipment") shall at all times remain with SMS and (b) the Rented Equipment is, and at all times shall remain, the sole and exclusive property of SMS.

6.2 Exception to Title to Rented Equipment. If any federal or state governmental health care program, private payor, or other third party payor requires Customer to offer a patient the option to purchase the Rented Equipment or otherwise transfer title to the Rented Equipment, SMS shall transfer title to such Rented Equipment to Customer upon Customer's payment to SMS of SMS's current market price for such Rented Equipment.

6.3 Use of Rented Equipment. Customer shall not remove from the Rented Equipment any stencils, plates, labels or other indicia of ownership identifying the Rented Equipment as the property of SMS. Customer shall use the Rented Equipment only in connection with Items and Services provided under this Agreement and shall not fill the Rented Equipment with any substance other than contents provided by SMS without SMS's prior written consent. Customer is responsible for any and all damage (normal wear and tear excepted) to the Rented Equipment. Customer will reimburse SMS's for either the actual costs to repair any damaged Rented Equipment or, if the Rented Equipment is damaged beyond repair, SMS's current market price to replace any damaged Rented Equipment.

Section 7. Compliance with Laws.

7.1 Compliance with Applicable Laws. SMS shall ensure all Items and Services provided under this Agreement shall comply with all standards, rulings or regulations of the Centers for Medicare and Medicaid Services and any other government agency exercising authority with respect to Customer and SMS.

7.2 Background Checks.

7.2.1 SMS shall conduct employee background check testing on all SMS employees or agents working in Customer's facilities or patient's homes. SMS shall screen all employees and independent contractors, prior to employment or engagement, against the List of Excluded Individuals and Entities maintained by the Office of Inspector General for the U.S. Department of Health & Human Services and the Excluded Parties List System maintained by the General Services Administration.

7.2.2 Customer shall screen all employees and independent contractors, prior to employment or engagement, against the List of Excluded Individuals and Entities maintained by the Office of Inspector General for the U.S. Department of Health & Human Services and the Excluded Parties List System maintained by the General Services Administration.

7.3 Discount Safe Harbor. The prices established under this Agreement or otherwise afforded by SMS to Customer may constitute a "discount or other reduction in price," within the meaning of 42 U.S.C. §§ 1320a-7b(b), on the respective Items and Services to which the prices apply. SMS and Customer agree to comply with all requirements imposed on buyers, sellers and offerors, respectively, under 42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding the reporting of discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h). In this regard, SMS shall fully and accurately report such discount on the invoice, coupon or statement submitted to Customer and SMS shall refrain from doing anything that would impede Customer's ability to meet any obligation to accurately report such discount, under any state or federal program that provides reimbursement for the products covered by this Agreement, or as otherwise requested or required by any governmental agency.

7.4 HIPAA. The Parties shall comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1391 *et seq.*) and the regulations thereunder (42 C.F.R. Parts 160, 162 and 164) as amended, or any successor law, if and to the extent applicable. All records and other individually identifiable health information disclosed to the Parties, in any form shall be protected from unlawful disclosure in accordance with applicable law.

Section 8. Insurance. Each Party shall obtain and keep in force during the Term general public liability insurance in minimum amounts of \$1,000,000 per occurrence and \$3,000,000 aggregate covering such Party and its employees who shall be performing services. Verification of such insurance shall be provided to the other Party upon request.

Section 9. Status of the Parties. Each Party is acting as an independent contractor. The Parties shall not be considered partners, and nothing in this Agreement shall be construed to authorize any Party to act as agent for the other, except as expressly provided in this Agreement.

Section 10. Indemnification

10.1 Customer Indemnification. Customer shall indemnify and hold harmless SMS, its officers, agents, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind,

arising out of or as a result of the negligence or willful misconduct of Customer and any of its agents or employees.

10.2 SMS Indemnification. SMS shall indemnify and hold harmless Customer, its officers, Agents, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal or bodily injury or property damage of whatsoever nature or kind, arising out of or as a result of the negligence or willful misconduct of SMS and any of its agents and employees.

10.3 General Indemnification. In the event either Party brings an action against the other Party to this Agreement to enforce any of the provisions of this Agreement, the non-prevailing Party shall indemnify and hold harmless the prevailing Party from any and all costs associated with such action, including the prevailing Party's attorney's fees.

Section 11. Delegation. SMS may subcontract or delegate its duties under this Agreement.

Section 12. General Provisions

12.1 Access to Books and Records. SMS shall make available to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives, access to the books, documents and records of SMS and such other information as may be required by the Comptroller General or Secretary of HHS to verify the nature and extent of the costs of services provided by SMS. If SMS carries out the duties of this contract through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract shall also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's book and records.

12.2 Notices. Notices or communications herein required or permitted shall be given the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following address unless either Party shall otherwise designate its new address by written notice:

SMS

Specialized Medical Services, Inc.
5343 N. 118th Court
Milwaukee, WI 53225
Attn: Steve Marshall, CEO
Telephone: 414-755-5650
Facsimile: 414-476-6118

CUSTOMER

Rock Haven
~~3418 Co Rd F~~ 3400 N City Trunk Hwy F
Janesville, WI 53545
Attn: Sue Prost-KO, Administrator
Telephone: 608-757-5000
Facsimile: 608 757-5026

All such notices, requests and other communications will: (i) if delivered personally to the address as provided in this Section 12.2, be deemed given upon delivery; (ii) if delivered by facsimile transmission to the facsimile number as provided in this Section 12.2, be deemed given upon receipt; and (iii) if delivered by mail in the manner described above to the address as provided in this Section 12.2, be deemed given upon mailing (in each case regardless of whether

such notice, request or other communication is received by any other person to whom a copy of such notice, request or other communication is to be delivered pursuant to this Section). Any Party from time to time may change its address, facsimile number or other information for the purpose of notices to that Party by giving notice specifying such change to the other Parties hereto.

12.3 Force Majeure. Neither SMS nor Customer shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any other causes beyond the reasonable control of SMS or Customer (a "Force Majeure") including any act of God or the elements, fire, flood, epidemic, quarantine restriction, war, terrorism, break down, accident to machinery, acts of civil or military authority, any civil commotion, riots, strikes, lock outs or other industrial dispute. In event of a Force Majeure, the Party affected thereby shall promptly notify the other Party in writing and use reasonable efforts to cure or overcome the same and resume performance of its obligations under this Agreement.

12.4 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and constitutes the entire Agreement between the Parties. Neither SMS nor Customer shall be entitled to other benefits than those specifically enumerated in this Agreement.

12.5 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of the Agreement shall not operate as nor be construed to be a waiver of any subsequent breach of this Agreement.

12.6 Governing Law. This Agreement shall be construed and governed by the laws of the State of Wisconsin without regard to the conflicts of law provisions that apply the laws of another state or jurisdiction.

12.7 Severability. In the event that any provision hereof is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms.

12.8 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties.

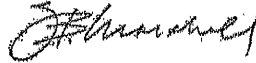
12.9 Due Authorization. Each Party to this Agreement represents that such Party has duly authorized, executed and delivered this Agreement and that this Agreement is a valid, binding and enforceable obligation of such Party, enforceable against such Party in accordance with its terms.

12.10 Benefit and Assignment. This Agreement and any rights or benefits under this Agreement shall be fully assignable or transferable by either Party upon the written consent of the other Party; provided, however, that SMS may, without the written consent of Customer, subcontract or delegate some of its duties and obligations as provided in Section 11 or assign or transfer this Agreement to its affiliates or successor in interest in connection with the sale of all or substantially all of its assets to which this Agreement pertains, whether through merger, acquisition, sale of assets or other similar transactions.

12.11 Exclusivity. Customer grants to SMS the exclusive right to provide the Items and Services to Customer and its patients throughout the Term. Customer shall not contract with any other person, organization, or entity to provide the Items and Services to Customer or Customer's patients during the Term without the written consent of SMS.

IN WITNESS WHEREOF, the duly authorized officers and representatives of SMS and Customer have executed this Agreement the 9th day of June 2016.

SPECIALIZED MEDICAL SERVICES, INC.



By: _____
Steven F. Marshall
Authorized Agent

ROCK HAVEN

By: _____

Print Name: _____

Title: _____

Date: _____

AGREEMENT REGARDING CONFIDENTIALITY OF HEALTH CARE RECORDS

Effective as of June ____, 2016, by and between Wisconsin Integrated Information Technology and Telemedicine Systems, L.L.C. (herein referred to as "WITTTS"), a Wisconsin corporation, and Rock Haven Nursing (herein referred to as "Partner").

RECITALS

1. WITTTS is a Wisconsin limited liability corporation that administers the Clinical Data Repository ("CDR") for its contributing members. The contributing members of WITTTS are: Dean Health Systems, Inc.; Dean Health Plan, Inc.; Dean Retail Services, Inc.; Dean Foundation for Health, Research and Education, Inc.; and SSM Health Care of Wisconsin, Inc. (including St. Mary's Hospital, Madison, Wisconsin; St. Mary's Janesville Hospital, Janesville, Wisconsin; and St. Clare Hospital, Baraboo, Wisconsin). The affiliate hospitals and clinic of WITTTS are: Stoughton Hospital; Columbus Community Hospital; Edgerton Hospital; Upland Hills Hospital; Southwest Health Center Hospital; Lancaster Family Medical Center; Wildwood Family Clinic; and Grant Regional Health Clinic. As part of this Agreement, the Partner is being provided access to information contained in the CDR.
2. The parties each are responsible for maintaining the confidentiality and security of Health Care Records as required by law, including Sections 146.815 through 146.84 of the Wisconsin Statutes and the HIPAA Privacy and Security Rules of 45 CFR Parts 160 and 164.
3. The parties each perceive a need for improved access to Health Care Records of certain patients to promote speed and accuracy in the delivery of patient care, and recognize the need for an agreement between the parties concerning their confidentiality as such records are stored in digital format, as well as paper format.
4. The parties each desire to maintain the confidentiality of all Health Care Records as required by law:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. Definitions.

"Authorized Personnel" means: persons employed by or affiliated with the Partner, who have been granted access to the Health Care Records in writing by the Partner and who, with respect to a particular patient's Health Care Records, are: (1) rendering assistance to the patient; or (2) being consulted regarding the health of the patient; or (3) coordinating and monitoring the patient's care.

"Health Care Records" means: all records related to the health of a patient. This includes, but is not limited to, health records prepared by or under the supervision of a health care provider employed by or affiliated with either of the parties, including the following records which otherwise would be excluded from the definition of "patient health care record" under Section 146.81(4) of the Wisconsin Statutes but which are subject to separate statutory restriction: mental health records, drivers' intoxication tests, fetal monitoring tracings, and HIV testing results. This also includes any information that constitutes Protected Health Information ("PHI") as defined in

45 CFR Section 164.501. Health Care Records include information in any form including but not limited to records created and maintained by the parties in the CDR, and in paper records that may not be entered into the system such as handwritten notes, charts, flow sheets, handwritten corrections and lab results.

“Clinical Data Repository” (CDR) means: information maintained in a database administered by WIITTS used to store clinical information generated by its contributing members.

“Unauthorized Access or Release” means: the access, use or disclosure of a Health Care Record in violation of the requirements of this Agreement including, but not limited to, the access, use or disclosure to any person other than Authorized Personnel, or any access, use or disclosure that is in violation of applicable law.

2. Partner Obligations.

- a. All access to Health Care Records and the CDR shall be subject to the conditions and limitations contained in this Agreement. The Partner will access Health Care Records and the CDR only to the extent necessary for treatment, payment or health care operations and in a manner consistent with applicable state and federal law, this Agreement, and any other requirements or limitations communicated to the Partner in writing by WIITTS.
- b. Before permitting Authorized Personnel to access the Health Care Records and the CDR, the Partner will require all Authorized Personnel to be trained on appropriate access to the CDR, and will require those Authorized Personnel to sign a Clinical Data Repository Confidentiality Statement.
- c. Beginning with the date Authorized Personnel are first granted access to the Health Care Records and the CDR, the Partner will implement and enforce policies and procedures to prevent Unauthorized Access and Release of Health Care Records by the Partner.
- d. Partner will immediately report any Unauthorized Access or Release of Health Care Records or the CDR to the Healthcare Software Systems Manager – Security, WIITTS, at (608) 280-4557.
- e. If WIITTS provides Partner with any audit reports, Partner will review the audit reports within five (5) working days and immediately report back to the Healthcare Software Systems Manager – Security, WIITTS, at (608) 250-1129 if there are any findings of Unauthorized Access or Release.
- f. If Unauthorized Access or Release has occurred, the Partner will establish a corrective action plan which includes (1) mitigating any harmful effect that resulted from the Unauthorized Access or Release; and (2) applying appropriate corrective action to ensure no further Unauthorized Access or Release occurs.
- g. The Partner will immediately report to the Healthcare Software Systems Manager – Security, WIITTS, at (608) 250-1129 any terminations or job changes of Authorized

Personnel so access to Health Care Records and the CDR can be terminated for these users.

3. WIITTS'S Obligations.

- a. WIITTS will permit selected staff employed with the Partner to access Health Care Records and the CDR as provided in this Agreement.
- b. WIITTS will provide Service Center coverage to Authorized Personnel of the Partner related to access the CDR.

4. Term and Termination.

- a. The term of this Agreement begins on the date shown above and continues for a term of two (2) years or until the occurrence of one of the following events:
 - i. Either the Partner or WIITTS may terminate this Agreement upon at least sixty (60) days prior written notice to the other party.
 - ii. This Agreement may be terminated immediately by either party if:
 1. The other party breaches this Agreement including, but not limited to, an Unauthorized Access or Release by such party or its representative;
 2. Either party becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law; or
 3. Either party is acquired by, or transfers substantially all of its assets or business to, a third party.
 - b. In the event either party terminates this Agreement under Section 4 of this Agreement, both parties shall have the right to:
 - i. Terminate access to the CDR and/or remove all equipment provided to the other party for access to Health Care Records; and
 - ii. Pursue any and all other rights and remedies available to either party at law or in equity.
5. Independent parties. The parties hereto are independent parties and this Agreement shall not be construed to treat either party as a partner, agent, joint venture or representative of the other party. Neither party is empowered to act on behalf of the other party, except as may be specifically set forth herein. Neither party, by entering into this Agreement, shall assume or become liable for any of the existing or future obligations, liabilities or debts of the other party.
6. Ownership of the CDR. This Agreement does not affect the ownership of the information contained in the CDR. The information contained in the CDR shall be the sole and exclusive

property of WIITTS and WIITTS shall own all rights therein.

7. No Warranty. The parties understand that the Health Care Records created and maintained by the parties and data contributed to the CDR may be incomplete and may contain errors. Therefore, the parties agree that no warranties are given by either the Partner or WIITTS in connection with the completeness, accuracy or otherwise with respect to Health Care Records, nor the continuity, availability, characteristics or performance of the CDR.
8. Indemnification. The Partner agrees to indemnify, defend and hold harmless WIITTS and its affiliates, directors, officers and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including reasonable attorneys' fees, resulting from, or arising out of, or in connection with any Unauthorized Access and Release of Health Care Records or information contained in the CDR by the Partner, its employees, agents, affiliates or its equipment.
9. Assignment. The benefits, rights and obligations set forth herein are personal to the parties, and may not be assigned or transferred to a third party without the prior written consent of the other party, except that WIITTS may assign this Agreement to a subsidiary or to an affiliated entity under common control without Partner's consent. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by and inure to the benefit of the parties and their permitted successors and assigns.
10. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address firsts given below, or to such other address as either party may designate from time to time.

Upon WIITTS at

SSM Health
Attn: Contracts
10101 Woodfield Lane
St. Louis, MO 63132
Email: ContractNotices@ssmhc.com

Upon Partner at

Rock Haven Nursing
Attn: Sue Prostko
3418 County Road F
Janesville, WI 53545
Email: Sue.Prostko@co.rock.wi.us

11. Paragraph Headings. The paragraph headings are for purposes of convenience only and are not intended to define or limit the contents of said paragraphs.
12. Entire Agreement. This Agreement constitutes the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any

other oral or written agreement into between the parties on the subject matter hereof.

13. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in a writing executed by both parties.
14. Severability. The invalidity or enforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
15. Amendment. This Agreement shall be amended only by a written document signed by both parties and attached as an addendum hereto.
16. Counterparts. This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with Wisconsin law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.
17. Survival. The statutory duties to maintain the confidentiality of the Health Care Records are not limited or extinguished by this Agreement nor by the termination of this Agreement. The obligation to prevent Unauthorized Access and Release and the agreements regarding indemnification in Paragraph 8 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

**Wisconsin Integrated Information Technology
And Telemedicine Systems, L.L.C.**

Rock Haven Nursing

By: _____

By: _____

Name: Meghan Hendricks
Title: Executive Director of Information
Technology
Address: 1802 W. Beltline Hwy
Madison, WI 53713

Name: Susan Prostko
Title: Administrator
Address: 3400 County Road F
Janesville, WI 53545

Date: _____

Date: _____

SSM HEALTH STANDARDS OF ETHICAL CONDUCT FOR VENDORS

Mission: "Through our Exceptional Health Care Services, we reveal the healing presence of God"
Values: Compassion, Respect, Excellence, Stewardship and Community

Consistent with SSM Health's values and in light of increased government scrutiny, SSM Health has voluntarily implemented a compliance plan that formalizes expectations for conduct. In addition, SSM Health desires to do business with partners who abide by similar principles. The following summarizes the principles that SSM Health wishes to reflect in its relationships with vendors.

COMMITMENT TO OUR PATIENTS AND THEIR FAMILIES

Everything we do is designed to provide exceptional care for our patients, their families, and the communities we serve. We reflect ethical and proper business practices in all we do. We expect vendors to do the same in their relationship with us.

BUSINESS ETHICS

All employees must represent SSM Health accurately and honestly and must not engage in any activity intended to defraud anyone of money, property, services, or care. All SSM Health employees must pay careful attention to business transactions with suppliers, contractors, and other third parties. Employees must not accept offers that would result in personal benefit. This includes gifts, favors and other incentives to perform work in a way that benefits outside parties. Only trivial items like pens and pencils may be accepted by an employee from a vendor. We ask that vendors and their representatives act consistently with such standards.

LEGAL COMPLIANCE

SSM Health is committed to conducting all of its activities in compliance with applicable federal, state and local laws. These laws pertain to human resource activities, fraud and abuse in the Medicare and Medicaid programs, lobbying and political activity, and many other areas. We ask that vendors and their representative's act in accordance with all applicable laws. See the attached written information about SSM Health's commitment to compliance with federal and state laws related to the false claims and whistleblower protection.

CONFIDENTIALITY: PRIVACY & SECURITY OF INFORMATION

All SSM Health employees, vendors, and their representatives must maintain the confidentiality of patient information and of confidential information concerning employees.

CONFLICTS OF INTEREST

A conflict of interest is any situation where an employee has a financial or business interest that might be in conflict with the financial or business interests of SSM Health. All employees must avoid conflicts of interest or the appearance of conflicts of interest. If a potential conflict of interest exists, make people aware of it, as well as the impact it could have on our patients and their families or on the organization. Talking about conflict-of-interest issues with your supervisor, other entity managers, or the System Vice President – Corporate Responsibility can clarify whether a true conflict exists. We ask that vendors act in accordance with this principle.

If you become aware of any situation involving an SSM Health employee that violates these Standards of Ethical Conduct, please contact the SSM Health Corporate Responsibility Office (314-994-2647) or the confidential CRP Help Line (1-877-4CRP-ASK).

The False Claims Act – A Federal Law that Fights Fraud and Protects Whistleblowers

The Federal False Claims Act* and Program Fraud Civil Remedies Act**. The False Claims Act is a national law that was created to eliminate fraud against the federal government and protect the people who help the government in this effort. "Fraud" is a crime that happens when someone is deceiving someone for personal gain. The False Claims Act makes it a crime for any person or organization to submit a record or claim for payment for services, property or other items to the government, knowing that the information is not true. This is called a "False Claim." "Knowing" means that the person or organization:

- knows the record or claim is false, or
- is asking for payment and is deliberately ignoring whether or not the record or claim is false, or
- is asking for payment and does not care if the record or claim is false.

Sometimes an inaccurate Medicare, Medicaid, VA, Federal Employee Health Plan or Workers' Compensation claim could become a False Claim. For example, if a hospital knowingly bills for services that were not provided or were not ordered by a physician or overcharges for a product or service, these would be examples of False Claims.

A person who "knows" that an organization has filed a False Claim for payment can file a lawsuit in Federal Court on behalf of the government. These cases are known as "qui-tam" lawsuits and the person who files the lawsuit is called a "whistleblower." In some cases, the whistleblower can receive a portion of the damages awarded from a successful False Claim lawsuit. The damages can be large - up to three times the value of the False Claim, plus \$5,500 to \$11,000 in civil fines per False Claim. An individual who makes a false claim or written statement is also subject to \$5,000 in civil fines per false claim or statement.

Federal Whistleblower Protections**. The federal False Claims Act protects an employee who files a False Claim lawsuit from being fired, demoted, threatened or harassed by his or her employer in retaliation. An employee who is harmed by their employer for filing a False Claims lawsuit must file a lawsuit against employer in Federal Court. If the court finds that the employer retaliated, the court can order the employer to re-hire the employee at the same level and to pay the employee twice the amount of back pay that is owed, plus interest and attorney's fees.

State Laws and Whistleblower Protections. Each state where SSM Health is located – Missouri, Illinois, Oklahoma and Wisconsin – has laws that are very similar to the federal False Claims Act. These laws make it illegal to make or present False Claims or commit fraud against Medicaid and other state programs. Usually these laws can be found on each state's Medicaid website as a way to help find and prevent health care fraud. Each state also gives some level of protection against employer retaliation to employees who report False Claims.

Our Policy. SSM Health's Corporate Responsibility Process (CRP) monitors and audits compliance to help us find and prevent errors in coding or billing, False Claims or other activities that may be fraudulent. Employees can find these CRP Policies and Procedures on the SSM Health Intranet homepage under "Policies and Procedures" or through their department managers. SSM Health vendors and contractors are also given information about these CRP Policies and Procedures.

- SSM expects that our employees and agents who create and file claims for payments for services, property or any other item will only use true, complete and accurate information to make the claim.
- SSM expects that anyone with a concern about a possible False Claim at an SSM facility will use the Corporate Responsibility reporting process *immediately* so that SSM can investigate and correct any errors.
- SSM's non-retaliation policy protects our employees from harm when they do the right thing and report any genuine concern through the Corporate Responsibility reporting process.
- SSM will investigate any allegation of retaliation against an employee for speaking up, and will protect and/or restore rights to anyone who raised a genuine concern.

Our Promise. Our employees, contractors, and agents work hard to ensure that every claim for payment for the care we provide is true and accurate, so that we don't break the law or the trust our patients and communities have placed with us.



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resources
products

Compliance® Pump Lease Agreement

This agreement ("Agreement") is made and entered into as of the date last written below, by and between PROFESSIONAL MEDICAL SUPPLY, INC., located at 1917 Garnet Court, New Lenox, IL 60451, ("PROMED") and _____, located at _____, ("Compliance Partner").

This Agreement shall be governed by and construed in accordance with the laws of ~~Will County in the State of Illinois~~, without regard to the conflict of laws principles. *Rock County, WI*

The initial term of this Agreement shall be for a period of five (5) years commencing as of the last date written below. This Agreement shall automatically renew for additional one (1) year terms unless either party provides ninety (90) days advance written notice of its wishes to amend, revise or discontinue the terms and conditions of the Agreement, in the event either party to this Agreement shall, with or without cause, at any time give the other at least ninety (90) days advance written notice, this Agreement shall terminate on a future date specified in such written notice. If no notice is given by either party, this Agreement will remain, in full force and effect and valid until proper notice is given. The payment terms for all purchases made under this Agreement shall be Net thirty (30) days from the original invoice date, with a 1 1/2 percent service/late charge per month (18% APR) on all invoices unpaid after thirty-one (31) days from the original invoice date.

1. Lease:

PROMED will lease enteral nutrition feeding pumps ("Pump(s)") to Compliance Partner, and Compliance Partner shall purchase from PROMED its requirements of disposable pump sets "Sets") to be used with the leased Pump(s). The cost of the Sets include a fee for the use of leased Pump(s). ~~Compliance Partner shall purchase a minimum of eighteen (18) Sets per leased Pump per month.~~ The Compliance Partner shall monitor Set usage on a monthly basis. If Compliance Partner does not purchase a minimum of eighteen (18) Sets per leased Pump per month, for any given month, the Compliance Partner shall notify PROMED and shall return excess leased Pump(s) to PROMED within 30 days of the end of such month, in accordance with the terms of Section 5 below. In monitoring Set usage to determine if the minimum Set utilization has been met, Compliance Partner must take into consideration all Pump(s) being leased hereunder, whether the Pump was first obtained hereunder or under a prior Always Lease arrangement (either directly from Ross or through a distributor).

2. Pump Allocation:

Compliance Partner acknowledges that it is purchasing Pump(s) and Sets under a bundled pricing arrangement, and the fee for the use of the Pump(s) is included in the total purchase price for the Sets. PROMED will provide a Pump Allocation Table to the Compliance Partner annually that includes the amount of the set purchase price to be allocated to the appropriate Pump type. Compliance Partner may have an obligation to report such allocated amounts in accordance with Section 11 below. The initial Pump Allocation Table is attached hereto as Exhibit A.

3. Repair:

As long as the leased Pump(s) are used in accordance with the Pump operating manual, then without cost to the Compliance Partner, PROMED will perform all repair service and replace all parts necessary to keep the leased Pump(s) operating according to specifications during the term of this Agreement. If leased Pump(s) have been subjected to accident, alteration, damage, misuse, or repair by someone other than a PROMED authorized representative, or were at the time of the Pump failure being used with pump sets manufactured by someone other than PROMED, then PROMED will repair the leased Pump for a fee to be determined solely by PROMED. Compliance Partner shall be responsible for all routine maintenance, certification, recertification, performance testing, and cleaning associated with the leased Pump(s).

4. Return:

All leased Pump(s) returned to PROMED shall be returned promptly and shall contain all parts, and be properly packed and sent by traceable means to the following address:

Professional Medical, Inc.
1917 Garnet Court
New Lenox, IL 60451



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5. Title to Pump(s)/Risk of Loss:

PROMED maintains title to the leased Pump(s), and Compliance Partner shall be responsible for any loss or damage to the leased Pump(s). Compliance Partner shall promptly notify PROMED of any loss or damage to the leased Pump(s). Compliance Partner shall indemnify PROMED for all loss or damage resulting from any attachment, lien, or security interest filed against the leased Pump(s). ~~Compliance Partner shall secure and maintain adequate insurance on the leased Pump(s) and shall list PROMED as an additional insured on such policy.~~ If a leased Pump is lost, stolen or not returned in accordance with the terms of Section 5 above, Compliance Partner shall purchase the leased Pump at the Compliance Partner's contract price, or if Compliance Partner does not have a contract price, at the prevailing list price, less depreciation, and Compliance Partner shall own the Pump "As Is".

[Handwritten initials]

6. Compliance Partner Purchase Order:

Any Compliance Partner purchase order terms are superseded by this Agreement, except for terms concerning quantity of goods ordered, billing directions, and shipping instructions.

7. Limitation of Liability:

Compliance Partner's sole remedy under this Agreement with respect to any leased Pump(s) that fail to comply with its warranty shall be, at PROMED's option, the repair or replacement of the affected product. IN NO EVENT SHALL PROMED BE LIABLE WHETHER IN CONTRACT OR TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE OR FOR LOST REVENUE, LOST PROFITS, OR LOST BUSINESS ARISING OUT OF THIS AGREEMENT OR THE USE OF PRODUCT OR PROMED'S FAILURE TO DELIVER PRODUCT HEREUNDER.

8. Dispute Resolution:

Any dispute relating to this Agreement which the parties are unable to resolve by mutual agreement shall be settled by a sole arbitrator in a binding, non-reviewable, and non-appealable alternative dispute resolution process conducted in accordance with the Non-Administered Arbitration Rules of the CPR Institute for Dispute Resolution, ~~399 Madison Avenue, New York, New York 10117-3122.~~ The existence of the dispute, the dispute resolution process, and the arbitrator's award shall be maintained confidential, provided that the arbitrator's award may be entered as a final judgment in any court having jurisdiction. In the event that any party hereto is required to pursue legal action to enforce or defend its rights pursuant to this Agreement, the prevailing party in any such legal action or proceeding shall be entitled to an award of reasonable attorneys' fees and all other related costs incurred therein.

*Rock Carb
W1*

9. Discount Disclosure:

Any discounts, rebates, or other price reductions (collectively referred to herein as "discounts") issued by PROMED to the Compliance Partner are intended to reflect discounts or other reductions in price within the meaning of 42 U.S.C. Section 1320a-7b (b) (3) (A). With regard to the bundled discount pricing arrangement covered by this Agreement, PROMED shall provide Compliance Partner, on an annual basis, a Pump Allocation Table pertaining to such discounts and the allocation of total Set purchase dollars. Compliance Partner may have an obligation to report such discounts (as appropriately allocated among Pumps and Sets) to any State or Federal program that provides reimbursement to the Compliance Partner for the items to which the discount applies, and, if so, Compliance Partner must fully and accurately report such discounts. Further, Compliance Partner should retain invoices and other price documentation and make them available to Federal or State officials upon request. If Compliance Partner receives a remanufactured or refurbished Pump, Compliance Partner may have an obligation to determine if a lower reimbursement rate applies.

10. Waiver:

No Waiver of any right or remedy by either party shall be effective unless in writing signed by the party to be charged therewith. No waiver of any right or remedy in any instance shall constitute a continuing or subsequent waiver of the same right or remedy.

11. Confidentiality:

~~Compliance Partner shall not disclose any term or condition of this Agreement without the prior written consent of PROMED.~~

See language in Attached email number 4



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12. Miscellaneous:

Neither party shall be liable for any failure to perform under this Agreement (except the obligation to make payment) due to strikes, floods, terrorist attacks, fires, riots, lockouts, interruptions of transportation, inability to obtain materials upon reasonable prices or terms, or other causes beyond reasonable control. Compliance Partner may not assign this Agreement without prior written consent from PROMED. This Agreement may not be amended or modified except in writing signed by both parties. In the event any provision herein shall violate any applicable law, such provision shall be ineffective to the extent of such violation without invalidating any other provision herein. Should any part or provision of this Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, in invalid or unenforceable part or provision shall be replaced with a revision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner and the balance of this agreement shall remain in full force and effect and be binding upon the parties hereto.

13. Entire Agreement:

This Agreement, along with the exhibit(s) attached hereto, and PROMED catalog(s) terms, constitute the entire agreement between the parties and supersede any previous written or oral agreements with regard to the subject matter hereof.

14. Effective Date:

This Agreement shall become effective as of full execution ("Effective Date"). Upon full execution, this Agreement supersedes any prior lease agreement between Compliance Partner and PROMED.

15. Termination:

15.1 Either party may terminate this Agreement with or without cause effective ninety (90) days from the date of notice of breach of this Agreement by the other party, or there is a failure to cure such breach within thirty (30) days of receiving written notice thereof. Should the alleged breaching party cure the breach within thirty (30) days cure period, the termination notice shall be withdrawn, and the Agreement shall continue in full force and effect for the remainder of the terms and any renewal terms in accordance with this Agreement. In the event this agreement is terminated as provided herein, Compliance Partner shall only be required to: 1) complete the then existing purchase commitments, 2) purchase any inventoried product on hand specially stocked for Compliance Partner member facilities, 3) any outstanding monetary amounts shall become immediately due; and 4) Compliance Partner shall return the leased Pump(s) to PROMED within thirty (30) days of termination and in accordance with the terms of Section 4 above.

15.2 PROMED represents and agrees that it has not offered, given, promised to give or authorized giving, and will not offer, give, promise to give, or authorize giving, directly or indirectly, any money or anything else of value to any government official, political party, political official, or candidate for political office in connection with its activities hereunder.

Note: Federal regulations provide that purchasers who file cost reports must report any discounts in the cost report for the fiscal year in which the discount is earned.

IN WITNESS WHEREOF, the undersigned have executed this Professional Medical, Inc. Compliance® Loan Agreement, including the Terms and Conditions, as of the _____ of _____, 201_____.

Account Name: _____

Professional Medical, Inc.

Address: _____

1917 Garnet Ct, New Lenox, IL 60451

Date: ___/___/___ Customer # _____

Date: ___/___/___

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Please send the Original Signed Agreement to: PROFESSIONAL MEDICAL, INC., Attn: Special Sales Department, 1917 Garnet Court, New Lenox, IL 60451.



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MED B AGREEMENT

Date: 6/20/16 Account Name: ROCK HAVEN Phone: 608-757-5076
 Address: 3400 city trunk Hwy F City: Janesville State: WI Zip: 53547
 Fax: 608-757-5026 Billing Address: 3400 city trunk Hwy F Janesville, WI 53547
 Shipping Address: SAME as above
 TM: _____ Web Address: _____
 RSM: _____

AGREEMENT FOR MEDICARE PART B PRODUCTS AND BILLING SERVICES

This is an agreement between Professional Medical ("Company") and ROCK HAVEN
 located at 3400 city trunk Hwy F, Janesville, WI (hereafter referred to as "Facility").

ARTICLE I: SERVICES TO BE PROVIDED

FACILITY requests the following service(s) be provided through INITIALING each of the following categories with start date:

ENTERAL PRODUCTS AND SERVICE: Initial: _____ Start Date: 6/20/16

Featuring a full line of enteral nutritional products. Providing all residents requiring enteral therapy feeding pumps including IV poles and clamps.

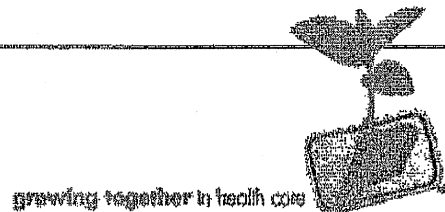
UROLOGICAL, OSTOMY AND TRACHEOSTOMY PRODUCTS AND SERVICE:

Initial: _____ Start Date: 6/20/16

Providing high quality urological, ostomy and tracheostomy products specific to resident needs.

WOUND CARE PRODUCTS AND SERVICE: Initial: _____ Start Date: 6/20/16

Customized wound and surgical dressings for pressure sores and surgical wounds, designed to comply with FACILITY protocol and physician orders.





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ARTICLE II: FACILITY RESPONSIBILITIES

FACILITY will update the resident roster provided by the Company, indicating current product users with appropriate product information (i.e., calorie levels, sizes) and needed components for the products provided.

FACILITY will assign a qualified contact person to review resident names and dates for discontinuance of use, expiration and discharge date, new residents, hospitalization dates and/or changes in physicians orders and communicate this information to the Medicare B department.

FACILITY will provide and/or make available to the Company all information and documentation necessary to bill carrier including Supplemental Insurance and Medicare B effective dates and any changes in payer sources.

FACILITY verifies that the equipment/device was functional at the time of delivery.

The client/caregiver was educated on proper equipment/device use, safety and client's responsibility for use and maintenance.

Client/caregiver's understanding of teaching or need for additional teaching.

Receipt by the patient or caregiver of all paperwork, educational materials, payment information, warranties, safety assessments, instructions, privacy policy, etc. that the organization provides to the patient at the start of services.

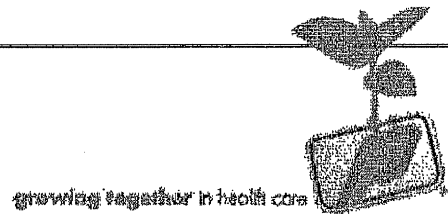
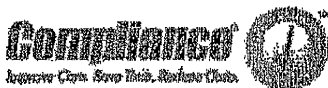
FACILITY will furnish to Company copies of any Explanation of Benefits (EOB), or other claims filing and claims payment information received from third party payers showing all payments, partial payments, deductibles, insurance information or amounts, and all denied or rejected claims within seven (7) days of receiving documents from a third party payer. Allow all remittance advice forms, EOB's or other such information, through the property of Facility, is required by Company to determine an accurate and detailed accounting of this program. All such information shall be returned to Facility upon termination of this Agreement.

ARTICLE III: COMPANY RESPONSIBILITIES

Submit all orders & changes for equipment & supplies using Company Roster Method before each delivery.

Delivery of supplies will be scheduled according to the Facility's storage area available in Central Supply.

Emergency calls to Company will be filled daily. Calls are accepted 24 hours, 7 days a week, 800-648-5190.





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Company will do all billings to Medicare Part B via Electronic Claim Submission direct to Regional Carrier; **USING THE COMPANY'S PROVIDER NUMBER UNDER OUR SUBMITTER NUMBER WITH REIMBURSEMENT GOING DIRECTLY TO THE COMPANY.** Keep confidential all resident information and documentation in compliance with HIPAA: All claims filed comply with Medicare Part B standards using Uniform Electronic Data Transmission Standards and Privacy Standards of individually identifiable Protected Health Information. File a signed HIPAA agreement between the Facility and the Company.

Company will prepare the Medicare mandated Part B form, Certificate of Medical Necessity to be completed.

Company will provide timely resubmission of disputed or denied claims for primary payment and secondary payment, where remits have been provided. It is the responsibility of Facility to obtain and furnish to Company any additional documentation requested by the third party payer or required for a successful claim in the professional opinion of Company. In cases where Company in its professional judgment, believes that the coverage criteria of the applicable third party payer has been met and adequate documentation exists to support that claim, Company will pursue on behalf of Facility, or assist Facility in pursuing, an appeal of that claim with the third party payer.

IV stands for wheelchairs will be provided as needed. Flush syringes will be provided with date label. Ring holders, for flush syringes on IV poles are also available.

ARTICLE IV: BILLING

The Company will bill covered equipment and supplies directly to Medicare, private insurance and Medicaid where applicable.

Where there is no reimbursement for the equipment or supplies, due to no fault of the Company, FACILITY is responsible for payment under thirty (30) day terms. Facility will never be responsible to pay for any services, supplies or equipment that is paid for by private insurance, Medicare, Medicaid or other applicable payer.

In the event of default in payment by FACILITY, FACILITY will pay all costs and attorney fees incurred by Company for collection of Company invoices, including the costs and attorney fees for litigation.

FACILITY agrees not to bill resident or carrier for any product or service provided to the resident and billed to a third party payer by the Company.



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ARTICLE V: ORDERING

FACILITY should phone, fax, or email in all orders and changes for equipment and supplies directly to the Company's Medicare Department: Phone (800-648-5190) Fax (866-656-6332). This will insure proper management of the order request.

ARTICLE VI: COMPLIANCE WITH RULES AND REGULATIONS

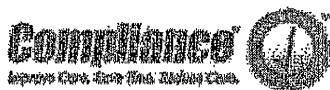
The Company shall comply with all applicable rules and regulations related to Nursing Facility operation and resident care, including billing, such as Medicare and Medicaid statutes, rules, and regulations and other third party payer regulations.

If it is determined that FACILITY did not comply with applicable rules, laws, and/or regulations, as a result of which the Company or its subcontractor is denied payment from or is required a payer, this FACILITY shall pay to the Company such amount(s) under thirty (30) day terms.

ARTICLE VII: RECORD KEEPING

Company agrees to keep and maintain such records of the services rendered by the company to patients in FACILITY as may be required by any fiscal intermediate, federal, state or local governmental agency, FACILITY or other party to whom billings for Company's services are rendered. Company agrees to make all records of FACILITY's patients to whom Company has rendered service available for FACILITY inspection. For the purpose of implementing section 1861 (v) (1) (I) of the Social Security Act, as amended, and any written regulations thereto, Company agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract.

- (i) Until the expiration of four (4) years after furnishing of such services pursuant to this Agreement, upon written request Company shall make available to the Secretary of Health and Human Services ("Secretary of HHS"), or to the Comptroller General of the U.S., or any other Federal or state agency having authority or responsibility for the payments for or supervision of company's services, or any of their duty authorized representatives, all contracts, books, documents, and records of Company that are necessary to certify the nature and extent of such costs, and
- (ii) If Company carries out any of the duties of the contract through a subcontractor, with a Value or cost of \$10,000 or more over 12-month period, with a related organization [as that term is defined in 42C.F.R. & 405.427(b)], such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontractor, upon written request, shall make available to the Secretary of HHS, or the Comptroller General, or any other federal or state agency having authority



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- (iii) or responsibility for the payments for or supervision of Company's services, or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
- (iii) If Company or any subcontractor is requested to disclose any books, documents, or records relevant to this Agreement for the purpose of an audit or investigation, Company notify FACILITY of the nature and scope of such request and shall make available to the FACILITY of the nature and scope of such a request and shall make available to FACILITY all such books, contracts or subcontracts, documents or records. By agreeing to the aforementioned, Company and FACILITY do not waive any legal rights that they have with regard to disclosure of documents or information.

ARTICLE VIII: PRIVACY STANDARDS

The Company agrees to comply with the Administrative simplification provision of HIPAA, which sets the standards for PHI, Protected Health Information. The standards set are for medical coding and electronic transmission of healthcare claims and related information.

ARTICLE IX: RELATIONSHIP OF PARTIES

The Company is an independent contractor, and this agreement shall in no way make the agents of one party or the other. FACILITY retains the ultimate professional and administrative responsibility for services rendered within the scope of this agreement.

ARTICLE X: MUTUAL INDEMNIFICATION

The Company agrees to indemnify and hold FACILITY harmless from and against and all claims, demands, actions and expenses, including court costs and reasonable attorney's fees, arising out of or on account of any damage or injuries, including wrongful death, sustained or claimed to have been sustained to any person or property in or upon the premises caused by the ~~gross~~ negligence or willful misconduct of the Company, its employees, agents or invitees, except to the extent that such claim is caused by the negligent, reckless or willful misconduct of FACILITY. FACILITY agrees to indemnify and hold the Company harmless from and against any and all claims, demands, actions and expenses, including court costs and reasonable attorney's fees, arising out of or on account of any damage or injuries, including wrongful death, sustained or claimed to have been sustained to any person or property in or upon the premises caused by the gross negligence or willful misconduct of FACILITY, its employees, agents or invitees, except to the extent that such claim is caused by the negligent, reckless or willful misconduct of the Company.



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ARTICLE XI: TERMS OF AGREEMENT

This agreement is effective _____, and in force for at least one year and will automatically be extended through the following year unless written notice of cancellation is received by the Company at least thirty (30) days prior to the agreement's completion date.

ARTICLE XII: CANCELLATION

This agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days prior to written notice or a default in the agreement by either party, or more immediately if in violation of the state and federal codes or FACILITY policies.

ARTICLE XIII: GENERAL

Company and FACILITY acknowledge that they have read and understand this agreement and agree to be bound by its terms and further agree that this agreement is the complete and exclusive agreement between the parties and supersedes all prior oral or written understanding and agreements.

Date: _____

Facility Representative (Print Name, Title)

ProMed Representative (Print Name, Title)

Signature: _____

Date: _____

Signature: _____

Date: _____

* All information herein is the express property of Professional Medical, Inc. All disclosed information is for the use of Professional Medical, Inc. employees ONLY. This document is digitally signed and tracked. All exceptions MUST be approved by Professional Medical, Inc. Management. If you have received this document in error, please immediately contact the Professional Medical, Inc. legal dept. at 800-648-5190.

promedB
BILLING SERVICES

PHONE: 800.648.5190 • FAX: 866.666.6332



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RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Sue Prostko
INITIATED BY



Joanne Foss
DRAFTED BY

Health Services
SUBMITTED BY

June 21, 2016
DATE DRAFTED

**AWARDING CONTRACT TO RF TECHNOLOGIES, BROOKFIELD WI FOR
THE PURCHASE AND INSTALLATION OF THE WANDER MANAGEMENT
SYSTEM AT ROCK HAVEN NURSING HOME**

- 1 **WHEREAS**, funding was placed in the budget to purchase and install a code alert system for wandering
- 2 residents; and,
- 3
- 4 **WHEREAS**, the State recommended the code alert system for wandering residents; and,
- 5
- 6 **WHEREAS**, bids were solicited from qualified companies; and,
- 7
- 8 **WHEREAS**, the Rock Haven Nursing Home Administrator and the Purchasing Manager did review the
- 9 bids received and recommend contracting with the lowest, most responsive and responsible bid
- 10 submitted.
- 11
- 12 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 13 this _____ day of _____, 2016, that a contract for the purchase and installation of the
- 14 Wander Management System be awarded to RF Technologies, Brookfield WI in an amount of
- 15 \$163,299.19.

Respectfully submitted,

HEALTH SERVICES COMMITTEE

Norvain Pleasant, Chair

Brenton Driscoll, Vice Chair

Anders Dowd

Terry Fell

David Homan

AWARDING CONTRACT TO RF TECHNOLOGIES, BROOKFIELD WI FOR THE
PURCHASE AND INSTALLATION OF THE WANDER MANAGEMENT SYSTEM
AT ROCK HAVEN NURSING HOME

Page 2

FISCAL NOTE:

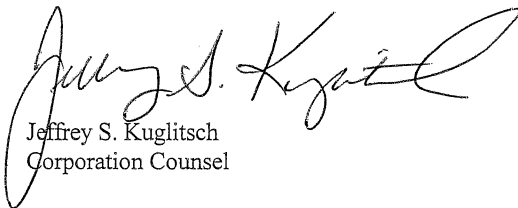
Sufficient funds were included in Rock Haven's 2016 budget for the cost of the code alert system.



Sherry Oja
Finance Director

LEGAL NOTE:

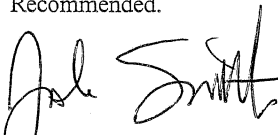
The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition sec. 59.52(29), Wis. Stats. requires the project to be let to the lowest responsible bidder.



Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

Executive Summary

Awarding Contract to RF Technologies, Brookfield WI for the Purchase and Installation of the Wander Management System at Rock Haven Nursing Home

The Rock Haven Nursing Home, on recommendation from the State, is in need of a code system for wandering residents.

An invitation to bid by Rock County was advertised in the Janesville Gazette and on the internet. Ten additional vendors were solicited that did not respond. Rock County received 2 bids for the purchase and installation of the code system. The high was \$194,608.04 and the low was \$163,299.19.

The Rock Haven Nursing Home Administrator is recommending this resolution to contract with the low bidder, RF Technologies-Brookfield WI.



BID SUMMARY FORM

BID NUMBER #2016-33
 BID NAME WANDER MANAGEMENT SYSTEM
 BID DUE DATE JUNE 16, 2016 – 1:30 P.M.
 DEPARTMENT ROCK HAVEN NURSING HOME

	RF TECHNOLOGIES BROOKFIELD WI	CLEARPATH CONNECTIONS PEWAUKEE WI
BID PRICE	\$ 163,299.19	\$ 194,608.04
BID BOND	YES	YES
START DATE	8/18/16	7/25/16
COMPLETION	9/9/16	8/25/16

Invitation to Bid was advertised in the Janesville Gazette and on the Internet. Ten additional vendors were solicited that did not respond.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: RF Technologies

Sue L Prostko 6/21/16
 SIGNATURE DATE

GOVERNING COMMITTEE APPROVAL:

CHAIR VOTE DATE

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Health Services Committee
INITIATED BY

Randy Terronez
DRAFTED BY



Health Services Committee
SUBMITTED BY

June 8, 2016
DATE DRAFTED

**AUTHORIZING ROCK HAVEN IT EQUIPMENT PURCHASE AND
AMENDING 2016 ROCK HAVEN BUDGET**

1 **WHEREAS**, the Rock County Board approved in August of 2015 the purchase of software from
2 Electronic Chart and Financial Software System (WECS) by American Data in the amount of \$65,439
3 for Rock Haven's clinical and financial application operations; and,
4

5 **WHEREAS**, the new software's financial and most of the clinical features have been implemented. The
6 remaining piece deals with the balance of the clinical application, primarily in medication dispensing,
7 etc. and necessitates the need for 8 laptops that will be placed on the medication carts which are located
8 in each household; and,
9

10 **WHEREAS**, Rock Haven staff have additionally identified the need to provide laptops to 2 social
11 workers and the contracted physician for admitting residents and writing medical orders; and,
12

13 **WHEREAS**, expanded Wi-Fi access has been identified as another need to fully implement the new
14 software, particularly in the two team room areas and is included in the requested funds.
15

16 **WHEREAS**, funds in the total amount of \$9,415.00 are requested with the sources of funds to come
17 from Rock Haven's Retained Earnings account (use of Fund Balance).
18

19 **NOW, THEREFORE, BE IT RESOLVED**, by the Rock County Board of Supervisors duly assembled
20 this ____ day of _____, 2016 that the Rock Haven budget be amended as follows:
21

<u>Account/Description</u>	<u>Budget</u> <u>5/31/16</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Amended</u> <u>Budget</u>
<u>Source of Funds</u>			
00-0000-0050-46400			
Net Assets – Rock Haven	-0-	\$9,415.00	\$9,415.00
<u>Use of Funds</u>			
32-8000-9500-67130 Terminals and PC	\$8,900.00	\$6,398.00	\$15,298.00
32-8000-9500-62471 WI-FI Expansion	-0-	\$3,017.00	\$3,017.00

Respectfully submitted,

HEALTH SERVICES COMMITTEE

Norvain Pleasant, Chair

Brenton Driscoll, Vice Chair

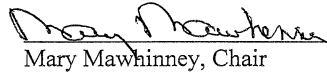
Anders Dowd

Terry Fell

David Homan

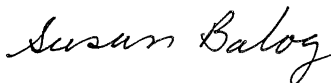
FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of 3-0

 6-16-16
Mary Mawhinney, Chair Date

FISCAL NOTE:

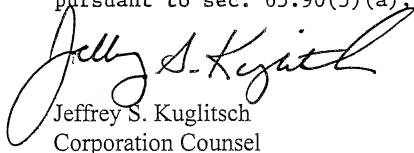
This resolution amends the Rock Haven budget to purchase IT equipment for the Electronic Charting and Financial software program. Funding is from Rock Haven's working capital which is \$2,462,819, at 12/31/15.



Susan Balog
Assistant Finance Director

LEGAL NOTE:

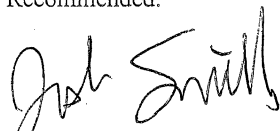
The County Board is authorized to take this action pursuant to secs. 59.01 and 59.52(6), Wis. Stats. As an amendment to the adopted 2016 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.



Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

Executive Summary

Authorizing Rock Haven IT Equipment Purchase and Amending the 2016 Rock Haven Budget

On August 11, 2015, the County Board approved the purchase of software from Electronic Chart and Financial Software System (ECS) by American Data in the amount of \$65,439 for Rock Haven's clinical and financial application operations.

It was originally envisioned that 2014 computer equipment funds were to be carried over into 2015 to handle the hardware requirements of the new software. Unfortunately, the funds did not get carried over and fell to the Rock Haven's fund balance (or Retained Earnings).

The new software's financial module and most of the clinical module features have been implemented. The remaining piece deals with the balance of the clinical module, primarily in medication dispensing, etc. and necessitates the need for 8 laptops that will be placed on the medication carts which are located in each household.

In addition, Rock Haven staff have identified the additional need to provide laptops to 2 social workers and the contracted physician, for admitting residents and writing medical orders.

The total request for 11 laptops is \$6,398.

Expanded Wi-Fi access has also been identified as a need to fully implement the new software, particularly in the two team areas that were not configured for Wi-Fi access. The cost to provide the Wi-Fi access amount to \$3,017.

Funds in the total amount of \$9,415 are requested with the sources of funds to come from Rock Haven's Retained Earnings account (use of Fund Balance).

2016 Patient Revenues for Rock Haven May

Limestone									
Revenue	Actual Revenue Rec. MTD	Budgeted Revenue MTD	Variance Over/-Under	Percentage Over/-Under	Actual Revenue Rec. YTD	Budgeted Revenue YTD	Variance Over/-Under	Percentage Over/-Under	
Medicare	\$65,073	\$145,692	-\$80,619	-55%	\$254,856	\$714,361	-\$459,505	-64%	
Hospice	\$11,041	\$9,891	\$1,150	12%	\$64,742	\$48,497	\$16,245	33%	
Medical Assistance	\$242,394	\$237,380	\$5,014	2%	\$1,149,348	\$1,163,926	-\$14,578	-1%	
Private Pay	\$85,287	\$70,262	\$15,025	21%	\$500,583	\$344,510	\$156,073	45%	
Total	\$403,795	\$463,225	-\$59,430	-13%	\$1,969,529	\$2,271,294	-\$301,765	-13%	

Sandstone									
Revenue	Actual Revenue Rec. MTD	Budgeted Revenue MTD	Variance Over/-Under	Percentage Over/-Under	Actual Revenue Rec. YTD	Budgeted Revenue YTD	Variance Over/-Under	Percentage Over/-Under	
Medicare	\$65,073	\$52,979	\$12,094	23%	\$285,671	\$259,768	\$25,903	10%	
Hospice	\$11,041	\$12,588	-\$1,547	-12%	\$62,448	\$61,723	\$725	1%	
Medical Assistance	\$242,394	\$302,120	-\$59,726	-20%	\$1,441,921	\$1,481,360	-\$39,439	-3%	
Private Pay	\$85,287	\$50,879	\$34,408	68%	\$581,676	\$249,473	\$332,203	133%	
Total	\$403,795	\$418,566	-\$14,771	-4%	\$2,371,716	\$2,052,324	\$319,392	16%	

Total Rock Haven									
Revenue	Actual Revenue Rec. MTD	Budgeted Revenue MTD	Variance Over/-Under	Percentage Over/-Under	Actual Revenue Rec. YTD	Budgeted Revenue YTD	Variance Over/-Under	Percentage Over/-Under	
Medicare	\$130,146	\$198,671	-\$68,525	-34%	\$540,527	\$974,129	-\$433,602	-45%	
Hospice	\$22,082	\$22,479	-\$397	-2%	\$127,190	\$110,220	\$16,970	15%	
Medical Assistance	\$484,788	\$539,499	-\$54,711	-10%	\$2,591,269	\$2,645,286	-\$54,017	-2%	
Private Pay	\$170,574	\$121,141	\$49,433	41%	\$1,082,259	\$593,984	\$488,275	82%	
Total	\$807,590	\$881,791	-\$74,201	-8%	\$4,341,245	\$4,323,619	\$17,626	0%	