

RESOLUTION

R2024-008

A Resolution Authorizing the County Administrator to Execute the Northwestern Medicine Post-Acute Care Network Affiliation Agreement.

Be it resolved by the County Board of the County of DeKalb, Illinois as follows:

WHEREAS, the DeKalb County Rehab & Nursing Center, in conjunction with Jordan Healthcare Group, has been working with local medical institutions to raise the census of the facility; and

WHEREAS, representatives of Northwestern Medicine Kishwaukee Hospital have asked that the DCRNC become a member of their preferred provider network; and

WHEREAS, membership in Northwestern Medicine's preferred provider network creates a closer relationship between the DCRNC and the hospital; and

WHEREAS, membership in Northwestern Medicine's preferred provider network provides opportunities to grow the census of the DCRNC; and

WHEREAS, Jordan Healthcare Group and the Human & Health Services Committee have reviewed the Northwestern Medicine Post-Acute Care Network Affiliation Agreement ("Exhibit A") and believes that it is in the best interest of the DCRNC to enter into said agreement; and

NOW, THEREFORE, BE IT RESOLVED the DeKalb County Board hereby authorizes the County Administrator to execute the Northwestern Medicine Post-Acute Care Network Affiliation Agreement.

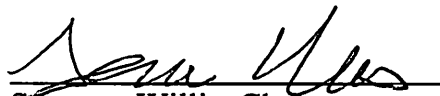
PASSED THIS 17TH DAY OF JANUARY 2024 AT SYCAMORE, ILLINOIS

ATTEST:

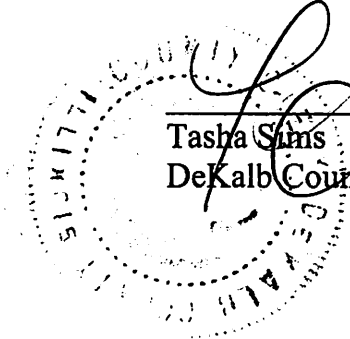
SIGNED:



Tasha Sims
DeKalb County Clerk



Suzanne Willis, Chair
DeKalb County Board



NORTHWESTERN MEDICINE POST-ACUTE CARE NETWORK AFFILIATION AGREEMENT

THIS NORTHWESTERN MEDICINE POST-ACUTE CARE NETWORK AFFILIATION AGREEMENT ("Agreement") is entered into by and between Northwestern Memorial HealthCare ("NMHC"), an Illinois not-for-profit corporation which operates a network of hospitals and other facilities in the greater Chicago Metropolitan Area ("NMHC Hospitals"), and _____, a _____ [Type of Entity] ("Provider"), to be effective on _____ (the "Effective Date").

WHEREAS, NMHC is a health care system that owns and operates hospitals ("NMHC Hospitals"), employs physicians and other providers, and provides a full range of inpatient and outpatient health care services in the greater Chicago Metropolitan Area;

WHEREAS, NMHC facilities and providers, including NMHC Hospitals, desire to create a network of post-acute care facilities and providers, including skilled nursing facilities, hospice agencies or facilities, long-term acute care hospital, inpatient rehabilitation facilities and home health providers, that will work cooperatively with NMHC to coordinate the care of NMHC patients discharged from NMHC Hospitals to participants in such network;

WHEREAS, NMHC desires to obtain the commitment of qualified providers to furnish post-discharge care that achieves a continuum of care that is in the best interest of the patient and reduces the need for re-admissions and further hospital care in order to allow NMHC to better serve the health care needs of its patients;

WHEREAS, Provider is a high-quality provider of post-acute care and related services, and desires to provide such services to patients served by NMHC Hospitals;

WHEREAS, Provider is committed to participating in the Northwestern Medicine Post-Acute Care Network (the "NM NETWORK") and working with NMHC and other providers in the NM NETWORK to ensure that NMHC patients receive care in accordance with NM NETWORK standards and clinical protocols; and

WHEREAS, Provider is committed to working with NMHC, NMHC Hospitals and other providers in the NM NETWORK to coordinate care with participants in the NEW Network for patients who require inpatient or outpatient hospital services, or other services not available at Provider; and

WHEREAS, NMHC and Provider desire to work together to provide for the health care needs of each party's respective patients or residents.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, NMHC and Provider agree as follows:

ARTICLES

I. OPERATION OF POST-ACUTE CARE NETWORK

- 1.1 Post-Acute Care Network. NMHC shall develop and maintain the NM NETWORK, a network of post-acute providers, including skilled nursing facilities, hospice facilities and agencies, long term acute care ("LTAC") hospitals, rehabilitation facilities, inpatient rehabilitation facilities and home health providers to work with NMHC and NMHC Hospitals in a collaborative manner focusing on care coordination of shared patients. Provider agrees to coordinate services for patients across the continuum of care; share performance metrics; provide services in accordance with policies, protocols and methods designed to improve quality of services provided to patients; and work with NMHC, NMHC Hospitals and other members of the NM NETWORK to improve care and restore patient functionality. The NMHC Hospitals which shall participate in the NM NETWORK are set forth in Exhibit A, attached hereto and incorporated herein by this reference. NMHC may from time to time amend Exhibit A unilaterally in its sole discretion.
- 1.2 Requirements for NM NETWORK Participants. NMHC shall develop and maintain minimum requirements and criteria for potential participants in the NM NETWORK. The initial minimum requirements and criteria are set forth in Exhibit B, attached hereto and incorporated herein by this reference. NMHC may from time to time unilaterally update Exhibit B by providing NM NETWORK participants with a revised Exhibit B at least thirty (30) days prior to the update becoming effective. Provider shall provide NMHC with regular reports showing Provider's performance on each of the requirements and criteria. NMHC shall maintain the right to conduct random audits of Provider's facilities to ensure compliance with the requirements and criteria set forth in Exhibit B. In the event that Provider falls below any of the requirements or criteria that are required of Provider pursuant to this Agreement, NMHC shall provide written notice to Provider of such deficiency and shall work with Provider with a goal of improving performance to meet all such requirements and criteria by the end of a six (6) month probation period (the "Probation Period"). In the event that Provider does not meet all such requirements and criteria at the end of the Probation Period, NMHC shall have the right to terminate this Agreement in accordance with Section 5.2(c) herein. Notwithstanding the foregoing, if NMHC determines, in its sole discretion, that Provider's failure to comply with the terms set forth in Exhibit B constitutes a material breach of this Agreement, NMHC may terminate this Agreement in accordance with Section 5.2(b) herein if such breach is not cured within the required timeframe.
- 1.3 Collection and Reporting of Quality and Performance Metrics. NMHC shall work with members of the NM NETWORK to establish quality and performance improvement goals for the NM NETWORK and shall work with Provider and other NM NETWORK participants to achieve measurable improvement in the quality and performance metrics. Provider shall report to NMHC additional applicable quality and performance metrics, including preparing quality assurance reports, as reasonably requested by NMHC. All such benchmarking, quality, or other reports created by Provider, either on its own initiative or to comply with a state or federal governmental requirement, shall be furnished to NMHC within thirty (30) days of a request for such information from Provider. In addition, Provider shall inform any applicable NMHC Hospital regarding any quality-related problems with patients transferred by NMHC Hospitals, whether related to care rendered at Provider or at the NMHC Hospital. Provider agrees that NMHC may provide or prepare reports comparing Provider's quality-related data against similar data provided by other facilities which have executed Northwestern Medicine Post-Acute Care

Network Affiliation Agreements with NMHC. Any other data provided by Provider to NMHC shall be associated with only patients discharged from an NMHC Hospital to Provider. NMHC shall share other data with Provider only if such data is publicly available or is related to a patient of Provider. Neither party shall provide the other with peer-review protected reports or similar information that is not publicly available or related to a patient or resident of the parties.

- 1.4 NM NETWORK Performance Dashboard. In accordance with quality and performance improvement goals developed as pursuant to Section 1.2, NMHC shall develop and provide to each NM NETWORK participant, on a regular basis at a frequency determined by NMHC, a performance dashboard ("Performance Dashboard") showing how the NM NETWORK and Provider are performing on measures included in the Performance Dashboard. A sample dashboard is provided in Exhibit C, attached hereto and incorporated herein by this reference.
- 1.5 Cooperation in Supporting Coordinated Care for Patients. Provider recognizes and agrees that a key goal of the NM NETWORK is for participants to work together to implement and follow an appropriate plan of care for each patient and coordinate care for each patient across the continuum of care, including physician services, inpatient and outpatient hospital services, skilled nursing facility services, hospice facilities, long term acute care ("LTAC") hospitals, rehabilitation services and home health services ("Plan of Care"). The goal of the Plan of Care is to increase efficiency and quality by providing patient care in an appropriate care setting that is convenient to the patient and reduces costly hospital and other facility stays. Provider shall utilize best efforts to coordinate patient care efforts with other NM NETWORK participants when such coordination is clinically appropriate and consistent with patient choice.
- 1.6 Participation in NM NETWORK Programs. Provider agrees that a condition of participation in the NM NETWORK is to participate in any NM NETWORK program developed by NMHC from time to time to support quality improvement and coordination of care ("NM NETWORK Program") which is identified as mandatory by the NM NETWORK. The parties acknowledge and agree that NMHC shall have the sole and exclusive right to determine Provider's eligibility to participate in any NM NETWORK Program.

II. DUTIES AND RESPONSIBILITIES

- 2.1 Provider Admissions. In accordance with Exhibit B, Provider shall be available to process intake admissions for post-acute care and related services for patients identified by NMHC Hospitals on an "as available" basis seven (7) days per week, twenty-four (24) hours per day. Such admissions shall be for any patient who has chosen (or for whom the patient's representative has chosen) Provider for the patient's post-acute care needs. NMHC shall coordinate the process whereby the patient exercises the patient's right of free choice of provider and document such choice in NMHC's electronic medical record. For purposes of this Section 2.1, "as available" means that Provider, subject to room availability and/or capacity, shall be available to receive transfers of patients from NMHC Hospitals. Subject to room availability and/or capacity, Provider shall accept appropriate patients referred by NMHC Hospitals regardless of payor source, including without limitation Medicare, Medicaid or Medicaid-pending (if Provider is a Medicaid provider) and self-pay patients, unless Provider believes in good faith that it cannot meet a patient's clinical needs or Provider will be otherwise unable to provide the patient with high-quality care. Provider's services shall, at a minimum, meet requirements set forth in Exhibit B. The applicable NMHC Hospital's discharge planning team shall coordinate with Provider in accordance with NMHC's discharge, care coordination and continuation of care protocols.

- 2.2 NMHC Hospitals Services. NMHC shall ensure that NMHC Hospitals shall make available and provide inpatient, emergency, and outpatient care and related services to Provider patients on an "as available" basis if a Provider patient presents to an NMHC Hospital voluntarily or is brought by an emergency medical services provider to an NMHC Hospital. For purposes of the preceding sentence, "as available" means that the NMHC Hospital, subject to bed availability and outpatient capacity, shall be available to receive transfers of patients or residents from Provider.
- 2.3 Policies and Procedures and Coordination of Care. NMHC shall develop and provide policies and procedures designed to reduce practice variations, enhance the quality of care provided to patients within the NM NETWORK, enhance communications and coordination of care across the continuum of care and provide for a consistent, high quality standard of care for all NM NETWORK participants. Provider agrees to follow the policies and procedures established by NMHC for the NM NETWORK as they may exist from time to time, provided that Provider shall be given at least thirty (30) days' written notice of any changes to such policies and procedures.
- 2.4 Plan of Care and Resource Coordination. NMHC shall ensure that NMHC Hospitals' discharge planning coordinators shall communicate with Provider in advance of any patient discharge to Provider with Plan of Care documentation that may include the following components: discharge medications, active clinical conditions, and therapy, testing, rehabilitation and functional improvement and monitoring plan for patient and expected length of stay or duration of treatment per generally accepted evidence-based guidelines. Provider shall work with NMHC to ensure that patients are able to be admitted to and/or accepted by Provider as soon as discharge from an NMHC Hospital is appropriate. Provider shall follow Plan of Care and shall maintain appropriate communications with the NMHC care team.
- 2.5 Cooperation with NMHC Discharge Planners and Quality Assurance Personnel. Provider shall cooperate with and allow appropriate NMHC Hospitals' discharge planners and quality assurance personnel to follow patients discharged to Provider. Coordination of care between the parties shall include the transfer of medical and other information and medical records which may be necessary or useful in the care and treatment of patients transferred hereunder as required and permitted by applicable federal and state laws. Each party acknowledges that the other party has relationships with third parties for the provision of other services, and agrees to coordinate with those parties as necessary to ensure provision of services by the appropriate party, and to optimize patient care in accordance with applicable laws. Representatives of NMHC and Provider shall meet on a regular basis to review policies and procedures, share data as permitted, and review quality metrics to assist in coordinating, improving and optimizing patient care, in compliance with applicable law and policies, including without limitation federal and state laws and regulations regarding discharge planning and the discharge planning policies and procedures of the NMHC Hospitals. Any such meetings will take place at times and places that are mutually agreeable to the parties.
- 2.6 Care by Provider and Monitoring of Care Plan. Provider shall monitor the patient's Plan of Care in accordance with NMHC guidelines and review and monitor conformance with the Plan of Care with Provider's internal medical staff. NMHC retains the right to follow-up with Provider to track progress on any individual patient's Plan of Care and to work to coordinate care with any additional care providers in the NM NETWORK selected by the patient in accordance with his or her freedom to choose providers to facilitate a successful return of the patient to a home setting as soon as clinically appropriate.

- 2.7 Promoting Interoperability. For the purposes of efficiently and seamlessly coordinating the care of shared patients, Provider shall use electronic medical record and technology to enable participation in NM NETWORK Programs. Further, Provider shall take the necessary steps, including submission and execution of additional documentation, as required by NMHC policy and procedures, for access to any applicable NMHC information technology.
- 2.8 Process Improvement. Provider and NMHC agree to establish and follow protocols for periodic case review of program metrics and other guidelines set forth in this Agreement. Provider shall commit to participate in NM NETWORK's process improvement efforts which include, but are not necessarily limited to, engagement in robust communications among NM NETWORK providers, submission of regular reports to NM NETWORK, and attendance at any meetings reasonably requested by NMHC.
- 2.9 Meetings. Provider shall participate in meetings reasonably requested by NMHC which seek to improve efficiency and effectiveness of care for patients across the continuum of care.
- 2.10 Qualifications of NMHC and Provider. Each party shall cause any person providing services on its behalf pursuant to this Agreement to be qualified to perform the particular services selected and to discharge his or her duties and responsibilities under this Agreement in good faith in a timely manner and with diligence, and in accordance with the performance standards set forth in this Agreement.
- 2.11 Provider Liaison.
- Provider shall identify a qualified representative to serve as a liaison to facilitate requests for post-acute care services from Provider for patients of NMHC Hospitals ("Provider Liaison"). Provider and NMHC shall enter into an NM NETWORK clinical liaison agreement addressing the responsibilities and service standards required of the Provider Liaison. Provider shall ensure that the Provider Liaison shall will make best efforts to comply with all of the requirements of the NM NETWORK clinical liaison agreement and to adhere to all of the applicable protocols, policies and procedures relative to arranging post-acute care services for patients, including policies designed to ensure patient choice of provider. Provider shall ensure that the Provider Liaison shall not perform discharge planning services on behalf of NMHC or any NMHC Hospital. Provider shall ensure that the Provider Liaison shall make efforts to be available as required by the applicable NMHC Hospital to ensure timely and immediate communication between the parties for weekend discharges, emergent situations and overall continuity of care. If Provider declines to accept an NMHC Hospital's patient, NMHC may elevate such decision to the Provider Liaison who shall work in good faith with NMHC to resolve the issue.
- 2.12 Coordination with Primary Care Physician. For a patient discharged from an NMHC Hospital who has an established primary care physician ("PCP"), Provider shall coordinate care and notify the patient's PCP at the time of admission to and discharge from Provider. Provider shall allow such patient's PCP to follow patient at Provider, consistent with Provider's medical staff policies. If a patient discharged from an NMHC Hospital does not have a PCP, the parties will make best efforts to establish a PCP for such patient.
- 2.13 Educational Programming. NMHC shall provide educational information and/or programs to Provider's physicians and employees as required to meet the clinical and service expectations of NMHC. Such educational offerings shall provide clinical as well as administrative information. Provider shall send appropriate Provider leaders (e.g., Administrator, Director of Nursing,

Medical Director) and such other Provider employees as NMHC may from time to time request to attend NM NETWORK educational programs. NMHC shall work with Provider to accommodate schedules, and if a Provider leadership representative is unable to attend an NM NETWORK educational program, NMHC shall make best efforts to provide materials or reschedule such program, as appropriate.

- 2.14 Participation in Third Party Payor Products. Provider shall make best efforts to participate in all of the third party payor products identified by NMHC either through written notification from NMHC or through NMHC's publicly available website.
- 2.15 Branding and References to Other Party. Each party shall obtain prior written consent before referring to the other party in any written documents and communications, aside from written communications between the parties. Provider shall not use any brand, trade name, logo or mark of NMHC or any NMHC Hospital without the express written consent of NMHC, which NMHC shall have sole discretion to grant or withhold. Provider shall not suggest in any way that Provider is an affiliate of or a part of NMHC.
- 2.16 Alignment of Mission and Values. Provider shall use best efforts to support the mission, core values and strategic direction of NMHC and NMHC Hospitals, as such may be published on NMHC's website or any NMHC Hospital website or elsewhere, including supporting NMHC's dedication to providing service to the poor and vulnerable.

III. PERFORMANCE STANDARDS

All services rendered by Provider and Provider's personnel pursuant to this Agreement shall comply with all applicable federal, state, and local government laws, rules and regulations; all applicable standards of licensing or other process certifying organizations, including those that may be approved by the Centers for Medicare and Medicaid Services; all applicable standards established from time to time by third party payors, including, without limitation, Medicare and Medicaid; and, to the extent possible and applicable, all policies, procedures and standards of NMHC and NMHC Hospitals as the same may exist from time to time, including without limitation discharge planning and applicable compliance policies of NMHC and NMHC Hospitals. In addition, Provider shall comply with all laws and regulations to facilitate timely and full reimbursement of NMHC and NMHC Hospitals services by third party payors.

IV. PROVIDER SOLELY RESPONSIBLE FOR CARE PROVIDED

Nothing in this Agreement, including but not limited to policies, protocols, care methods, standards and metrics, should be construed as a substitute for the clinical and managerial judgment of Provider. Neither NMHC nor any NMHC Hospital or physician or care provider affiliated with NMHC and/or NMHC Hospitals assume any liability for the care provided by Provider, the actions of Provider, and Provider's adherence to, or failure to adhere to, care plans or other protocols, care coordination processes, etc. contemplated by, or developed in accordance with, this Agreement.

V. TERM

- 5.1 Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of one (1) year. Unless otherwise terminated in accordance with the provisions of Section 5.2 herein, the Agreement shall automatically renew for additional one (1) year terms.

5.2 Termination. Notwithstanding the provisions of Section 5.1 herein, this Agreement may be terminated as follows:

(a) Upon mutual written agreement of the parties.

(b) In the event that either party has committed a material breach in the performance of any obligation under this Agreement, the non-defaulting party shall provide the defaulting party with written notice of such alleged breach. If the alleged breach has not been cured within thirty (30) days after the date of the notice as determined in good faith by the non-defaulting party, the non-defaulting party shall have the option upon notice to the defaulting party to immediately terminate this Agreement.

(c) Immediately by written notice by one party to the other party if the latter party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for the its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. If any of the above events occurs, the affected party shall promptly notify the other party of its occurrence.

(d) Immediately if the other party is prohibited from participating in and/or debarred from participating in Medicare or any other federal health care or governmental program.

(e) Either party may terminate this Agreement without cause at any time upon ninety (90) days' written notice to the other party.

5.3 Obligations Upon Termination. Notwithstanding the termination of this Agreement for any reason, Provider and NMHC shall each complete all records and reports required to fulfill all obligations under this Agreement, reasonably cooperate with respect to any action filed against either party or any audit under which this Agreement is examined, and otherwise fulfill all responsibilities hereunder which contemplate performance subsequent to termination or which relate to services rendered prior to termination. Such termination shall not affect any liability or any other obligation which may have accrued prior to such termination.

VI. RELATIONSHIP OF THE PARTIES

In the performance of services to be rendered pursuant to the Agreement, it is mutually understood and agreed that Provider and NMHC and each person providing services on behalf of Provider or NMHC will be and at all times are acting and performing as independent contractors of one another. As such, neither Provider, NMHC, NMHC Hospitals nor any person providing services on behalf of Provider, NMHC or NMHC Hospitals, shall be deemed the agent, legal representative, joint ventures, partner, employee or servant of the other party, including NMHC or any NMHC Hospital, for any purpose whatsoever. The parties shall at all times be accountable to each other and shall commit to the standards set forth in this Agreement, but neither party shall have or exercise any control or direction over the other with respect to the actual performance of such duties, it being the responsibility of each party to supervise its own personnel. Provider, NMHC and NMHC Hospitals shall pay all payroll and other taxes, fees, workers' compensation insurance and other charges or insurance levied or required by any federal, state or local statutes relating to the employment of all of their respective employees.

VII. INSURANCE

- 7.1 Worker's Compensation. Each party agrees to carry Worker's Compensation insurance covering its own personnel. Such Worker's Compensation Policy shall contain an endorsement waiving subrogation rights against the other party. Each party shall also carry Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00), as well as contractual liability protection insurance to satisfy the indemnification obligations set out in Article IX below.
- 7.2 Comprehensive and Property Damage Liability. Each party shall carry Occurrence Form, Primary Commercial General Liability insurance (or establish a program of self-insurance) in minimum limits of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, combined single limit of Two Million Dollars (\$2,000,000.00) bodily injury and Two Million Dollars (\$2,000,000.00) property damage and Two Million Dollars (\$2,000,000.00) general aggregate.
- 7.3 Malpractice Liability. Each party shall carry medical malpractice Insurance in such amounts are typical for their respective industries.
- 7.4 Proof of Coverage. The parties may fulfill their duties under this Article VII through programs of self-insurance. Each party shall, upon reasonable request by the other party, provide appropriate certificates evidencing the insurance coverage required by this Article VII.

VIII. INDEMNIFICATION

- 8.1 Provider Indemnification. Provider agrees that it will indemnify and hold harmless NMHC, NMHC Hospitals, and their 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 sole negligent act or negligent failure to act of Provider, its employees or agents.
- 8.2 NMHC Indemnification. NMHC agrees that it will indemnify and hold harmless Provider, 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 sole negligent act or negligent failure to act of NMHC, NMHC Hospitals, or their employees or agents.

IX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT REQUIREMENTS

The parties acknowledge and agree to comply with all applicable obligations under the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place. If either party becomes a Business Associate (as that term is defined under HIPAA) of the other, the parties agree to comply with all applicable provisions of HIPAA and HITECH and agree to execute an appropriate Business Associate Agreement. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with HIPAA, HITECH or related laws, the parties, acting in good faith, are: (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question; or (ii) alternatively, the parties determine in good

faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days' prior written notice.

X. MISCELLANEOUS

- 10.1 Affirmative Action. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4 (a)(7), 60-250.5(d), 60-300.5(d) and 60-741.5(d), and the posting requirements of 29 C.F.R. Part 471, if applicable.
- 10.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto, except as otherwise explicitly set forth in this Agreement.
- 10.3 Assignment. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party hereto. Notwithstanding the foregoing, either party may assign this agreement to a wholly owned affiliate.
- 10.4 Compliance with Laws. The parties believe that this Agreement complies with all relevant laws and regulations, specifically including but not limited to state and federal professional and Provider licensure laws, Medicare Conditions of Participation, applicable reimbursement laws, state insurance laws, and Medicare/Medicaid Fraud and Abuse Statute (collectively, "Laws"). If at any time this Agreement is found to violate any Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating any Laws, then such party shall provide written notice thereof, along with an opinion of counsel, to the other party. The parties shall then work in good faith to amend the Agreement, but if a mutually agreeable amendment cannot be made, then the Agreement may be terminated immediately by either party upon sending written notice to the other party.
- 10.5 Confidentiality. NMHC and Provider agree that the terms and conditions of this Agreement shall remain confidential. Neither NMHC nor Provider shall distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to parties other than their employees or agents.
- 10.6 Corporate Compliance. Each party has in place a Corporate Responsibility Program (each, a "Program") which has as its goal to ensure that that party complies with federal, state and local laws and regulations. The Programs focus on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Both parties acknowledge one another's commitment to corporate responsibility and agree to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of corporate responsibility adopted by the parties. Each party represents, warrants, and certifies that its owners, officers and its personnel: (i) have not been excluded, suspended or terminated from (or proposed for such exclusion, suspension or termination from) or charged with or convicted of a criminal offense relating to the Medicare or Medicaid Program or any other federal or state procurement or non-procurement program; or (ii) listed as a specially designated national or blocked person by the U.S. Office of Foreign Assets Control. Each party agrees to immediately notify the other party if the preceding representations are no longer fully true, and in such event, the other party may immediately terminate this Agreement as of the date of such exclusion, listing, or similar event.

- 10.7 Disclaimer Regarding Admissions or Referrals. Under no circumstances shall this Agreement, either explicitly or implicitly, require or obligate either party to utilize, arrange for, or recommend any services of the other party. Nothing in this Agreement shall be intended or construed in any manner as a reward or inducement for referrals of patients whatsoever.
- 10.8 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 hereto. Neither NMHC nor Provider shall be entitled to benefits other than those herein specifically enumerated.
- 10.9 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of NMHC and Provider by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
- 10.10 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
- 10.11 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 addresses unless either party shall otherwise designate its new address by written notice:

PROVIDER

NMHC

Kelly Pigott, LCSW, ACM
 Director of Post-Acute Network
 Northwestern Memorial HealthCare
 541 North Fairbanks, Suite 1500
 Chicago, IL 60611

COPIES TO:

COPIES TO:

Northwestern Memorial HealthCare
 ATTN: Office of the General Counsel
 211 East Ontario, Suite 1800
 Chicago, IL 60611

- 10.12 Patient Choice. The parties shall acknowledge and respect the freedom of patients to participate in health care decision-making, and shall honor patient choice in the selection of health care providers.
- 10.13 Regulatory Compliance. The parties will operate at all times in compliance with federal, state, and local law, rules and regulations, the written policies, rules and regulations of the parties, and the applicable standards of The Joint Commission.

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

10.15 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be, a waiver of any subsequent breach hereof.

IN WITNESS WHEREOF, the duly authorized representatives of NMHC and Provider have executed this Agreement on the dates written below.

PROVIDER

By: _____

Signature: _____

Its: _____

Date: _____

Northwestern Memorial HealthCare

By: _____

Signature: _____

Its: _____

Date: _____

EXHIBIT A
NMHC HOSPITALS

Northwestern Memorial Hospital
Northwestern Lake Forest Hospital
Northwestern Medicine Central DuPage Hospital
Northwestern Medicine Delnor Hospital
Northwestern Medicine Kishwaukee Hospital
Northwestern Medicine Valley West Hospital
Marianjoy Rehabilitation Hospital
Northwestern Medicine Huntley Hospital
Northwestern Medicine Woodstock Hospital
Northwestern Medicine McHenry Hospital
Northwestern Palos Community Hospital

EXHIBIT B
REQUIREMENTS FOR PARTICIPANTS IN NM NETWORK

Minimum Clinical Services Requirements

- Availability of intake admissions 7 days a week, 24 hours a day with reasonable advanced notice
- Availability of on-site registered nurse at all times
- Notification of the resident's primary care provider at the time of admission to and discharge from the Provider
- Assessment by physician or advanced practice provider within 72 hours of each patient's admission to a facility, or initiation of services within 48 hours of discharge to an agency
- Availability of rehabilitation (physical, speech, occupational) therapy services available 7 days a week
- Availability of respiratory therapy services
- Availability of wound care services
- Availability of ostomy care consultation
- Availability of cardiopulmonary rehabilitation services
- Provision of or access to behavioral health services for identified patient need (including but not limited to depression screening, bereavement and grief counseling and other behavioral health tenets related to the overall wellness and clinical indications of the patient)

Additional NM NETWORK Requirements

- Adherence to all applicable NMHC policies, procedures and service standards
- Provision of a qualified representative to serve as a liaison to facilitate requests for post-acute care services from Provider and execution of any applicable documentation and/or agreements for said liaison
- Provision of any state, federal or other regulatory body's inspection or environment of care reports upon request by NMHC
- Consistent use of evidence-based clinical care protocols, such as those based on the INTERACT (Interventions to Reduce Acute Care Transfers) quality improvement program, or any applicable NMHC care protocols developed and/or identified by NM NETWORK.
- Collaboration with the NMHC Plan of Care for each patient discharged from an NMHC Hospital, with consistent utilization of other NM NETWORK providers in discharge planning considerations
- Best efforts to obtain and maintain participation in third-party payor contracts to ensure in-network status for NMHC patients discharging to the NM NETWORK, as set forth in Section 2.14 of the Agreement
- Commitment to acceptance of NMHC patients who qualify for charity care pursuant to applicable NMHC policies and procedures
- Participation in the NM NETWORK Program "NM Care Bundle" [Applicable only to Skilled Nursing Facilities], supporting evidence-based clinical services available to improve patient outcomes with on-site psychiatry services, on-site advanced practice practitioners, and telehealth services, as set forth in Exhibit D-1

- Participation in NM NETWORK Program: EPIC CareLink, obtaining read-only access to NMHC's electronic medical record instance as set forth in Exhibit D-2 including by using an electronic medical record capable of connection/integration and to obtaining read-only access to NMHC's electronic medical records
- Participation in the NM NETWORK Program: Allscripts/CarePort Referral Management as set forth in Exhibit D-3
- Participation in NM NETWORK Programs: Alternative Payment Models as set forth in Exhibit D-4
- Participation in any additional NM NETWORK Programs which may developed from time to time by NMHC in support of clinical care improvement and which shall be communicated to Provider with reasonable notice
- Adherence to the best practices and industry standards of clinical care as is determined and unique to each discipline of post-acute care

EXHIBIT C
SAMPLE QUALITY AND PERFORMANCE METRICS

Please note that this dashboard is for informational purposes only and is subject to change at the discretion of NMHC.


| | | | | |
|--|---|---------------|-------------------------|-----------------|
|  | | | | |
| Northwestern Medicine Post-Acute Network: Individual Provider Performance Scorecard | | | | |
| Provider Name: | [Facility / Agency NAME] | | | |
| Provider Type: | [LTAC / IRF / SNF / Home Health / Home Hospice] | | | |
| | Baseline (FY19) | Target | [Q1, Q2, Q3, Q4] | FY20 YTD |
| Baseline Population | | | | |
| NM Referrals to Provider | | N/A | | |
| NM Admissions to Provider | | | | |
| Payor Mix | | | | |
| % Medicare | | | | |
| % Medicaid | | | | |
| % Commerical | | | | |
| % Self- Pay | | | | |
| Performance Metrics | | | | |
| Referral Acceptance Rate | | | | |
| 30-Day Readmission Rate | | | | |
| Average LOS [SNF ONLY] | | | | |

EXHIBIT D
NM NETWORK PROGRAMS

The NM NETWORK offers the NM NETWORK Programs listed below. Additional information about the criteria for participation in each NM NETWORK Program is available upon request. NM NETWORK Programs may be developed and /or added from time to time with reasonable notice to Provider.

NMHC or its designees may, at their discretion, inform patients as to which NM NETWORK Providers participate in each of the NM NETWORK Programs.

D-1 NM Care Bundle

D-2 EPIC CareLink

D-3 Allscripts / CarePort Referral Management

D-4 Alternative Payment Models

EXHIBIT D-1
NM NETWORK Program: NM Care Bundle

The NM Care Bundle is a set of evidence-based clinical services identified by NM NETWORK to improve patient outcomes.

1. Description of NM Care Bundle

- a. On-site psychiatry: Psychiatry aims to enhance and restore functional ability and quality of life to those with physical impairments or disabilities. The skilled nursing facility provider must provide patients with access to an on-site psychiatrist, available as clinically appropriate for the patient need.
- b. On-site advanced practice provider: The skilled nursing facility provider must provide patients with access to an advanced practice provider five (5) days per week to provide clinical care delivery, transitional care and disease management services and/or to supplement patient care when there is not a physician on-site.
- c. Access to telehealth services: To ensure there are no gaps in clinical coverage for patients, the skilled nursing facility provider must utilize telehealth services to furnish clinical coverage after-hours, on weekends and on holidays when a physician and/or advanced practice provider is not available. NMHC will provide a one-time, limited subsidy for select, eligible skilled nursing facility providers to support costs related to initial implementation of such services.

2. Delivery of NM Care Bundle Services

- a. The skilled nursing facility provider is solely responsible for the professional decisions, judgments, treatments, diagnoses and services delivered to its patients. NMHC is not directly responsible for the provision of health care services while the patient is in the care of skilled nursing facility provider.
- b. Delivery of NM Care Bundle services may be provided by individuals employed by skilled nursing facility provider or subcontractors. To facilitate on-boarding of NM Care Bundle services, NMHC will connect skilled nursing facility providers to relevant subcontractors upon request.
- c. Employment and/or subcontractor selection and contracting for delivery of NM Care Bundle services is at the sole discretion and responsibility of the skilled nursing facility provider.
- d. Implementation of the NM Care Bundle will be completed by skilled nursing facility provider ninety (90) days prior to execution of this Agreement.
- e. Employees and/or subcontractors utilized by the skilled nursing facility provider to administer the NM Care Bundle will be expected to adhere to the expected quality of care and operational activities as outlined in the Agreement, including, but not limited to, timely communication with inpatient discharge planning teams, care coordination with NMHC providers, connection to NMHC's Electronic Medical Record, and quality improvement initiatives such as readmission reviews and adoption of NMHC care protocols.

3. Compliance with NM Care Bundle Program

- a. The skilled nursing facility provider is responsible for implementing the NM Care Bundle services in compliance with all applicable local, State and Federal laws and regulations.
- b. Failure of the skilled nursing facility provider, its employees or subcontractors to comply with all applicable laws, and NMHC's NM Care Bundle expectations, policies, procedures and/or any

other contractual provisions outlined in Agreement, could result in removal of the skilled nursing facility from the NM Care Bundle Program and/or the provider's removal from the NM NETWORK.

- c. The skilled nursing facility provider is responsible for providing proof of NM Care Bundle services to NMHC no less than bi-annually.

EXHIBIT D-2

NM NETWORK Program: EPIC CareLink

1. Description of EPIC CareLink

EPIC CareLink serves as a vehicle for NMHC to promote interoperability across providers of care for shared patient populations. Epic CareLink is a web-based application that provides registered users with secure, read-only access to the clinical information about individual patients whose care has been documented in NMHC's instance of EPIC by an NMHC provider. Information available includes, lab results, diagnostic test results, hospitalization records, procedural information, discharge instructions, progress notes, medications, allergies, medical history and more. The CareLink web portal allows external clinicians to not only view patient medical information but also to communicate with NMHC clinical teams to coordinate patient care.

2. Provider Obligations

- a. Each Provider shall complete the NMHC Business Responsibility Agreement for Computer Access or any additional or successor documentation required by applicable NMHC policy.
- b. Each Provider shall review and follow processes articulated by NHMC Information Security Policy.
- c. All users of Epic CareLink must complete NMHC Annual Safety & Compliance Training in accordance with NMHC policy.
- d. Provider shall designate an individual to manage EPIC CareLink access for Provider's employees ("Site Manager").
 - i. Site Manager shall adhere to any applicable NMHC Information Services guidelines required for provisioning of EPIC CareLink access to Provider's individual employees.
 - ii. Site Manager shall be responsible for requesting and terminating access for the Provider's employees.
 - iii. Site Manager shall be responsible for ensuring Provider's compliance with NMHC policies and procedures, including ensuring employees with access to EPIC CareLink complete the NMHC Annual Safety & Compliance Training.
 - iv. For each employee of the Provider seeking access to EPIC CareLink, Site Manager shall ensure the following is completed by the employee and submitted by to NMHC in a timely fashion: (a) NMHC Confidentiality and Information Security Acknowledgement for Office Staff and (b) NMHC Information Security Agreement

EXHIBIT D-3

NM NETWORK Program: CarePort Care Management (formerly AllScripts Care Management)

1. Description

CarePort Care Management is a suite of technology-enabled tools related to patient post-acute referrals, transitions and ongoing post-acute care used by NMHC to facilitate efficient and optimal coordination of care across the continuum. Current tools relevant for the NM Network include:

- a. **CarePort Care Management Referral:** CarePort Care Management is used by NMHC discharge planning teams to facilitate bi-directional communication for all post-acute referral activity via single portal.
- b. **CarePort Guide:** Care managers, discharge planners, patients and families use CarePort Guide to find post-acute care that meets patient needs and introduces provider quality and patient choice into the decision-making process.
- c. **CarePort Connect:** Through EMR integration with post-acute care providers, CarePort Connect enables providers across the care continuum to view and coordinate care through real-time, actionable clinical information.
- d. **CarePort Insight:** Through EMR integration with skilled nursing facilities, home health agencies and home hospice agencies, CarePort Insight is used by NMHC staff engaged in care coordination to assess outcomes using objective, real-time and automated reporting.

2. Provider Obligations

- a. Provider shall use **CarePort Care Management Referral** for receiving, reviewing referrals, and subsequently communicating about all referrals originating from NMHC providers and staff.
- b. Provider shall maintain an updated profile on **CarePort Guide** including attending physicians, specialty services, payor contracts, amenities and other areas defined by CarePort.
- c. Provider shall use best efforts to participate in CarePort's data integration program, **CarePort Connect**, and identify for NMHC the type of EMR used and on-site team responsible for EMR integration.

EXHIBIT D-4
NM NETWORK Program: Alternative Payment Models

1. Description of Alternative Payment Models

Alternative payment models (APMs) create enhanced incentives for providers to manage the quality and cost of patient care across the care continuum. While traditional fee-for-service reimbursement models pay providers based on volume, regardless of outcomes, APMs adjust reimbursement based on providers' ability to achieve certain quality and/or utilization outcomes. NMHC participates in numerous commercial and Medicare APMs, with long-term plans to expand patients covered by APMs. NMHC values providers with a shared commitment to delivering highly-coordinated, effective care.

a. Description of Medicare Shared Savings Program

The Medicare Shared Savings Program ("MSSP") is a voluntary CMS program that supports achievement of the triple aim: quality patient care, population health, and reducing growth in health care expenditures. (<https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/sharedsavingsprogram>)

MSSP participants manage the totality of their primary care population's health services across a calendar year. NMHC has participated in MSSP since January 2015. As of January 2020, all NMHC physician groups serve as participants in the program.

2. Obligations

- a. Provider shall comply with provisions related to any applicable waivers operationalized by NMHC via participation in APMs, including but not limited to SNF 3-Day Rule Waiver offered as part of MSSP
- b. Comply with any disease-specific care protocols developed to further the care of beneficiaries attributed to an NMHC entity for an APM that NMHC is participating

3. Survival

Obligations of this NM NETWORK specific to a given APM shall survive any successor initiative, but shall terminate with the termination of NMHC's participation in the APM or applicable Medicare successor initiative.

EXHIBIT E

NORTHWESTERN MEDICINE POST-ACUTE CARE NETWORK AFFILIATION AGREEMENT CLINICAL LIAISON AGREEMENT

This **NMHC POST-ACUTE CARE NETWORK CLINICAL LIAISON AGREEMENT** (“**Liaison Agreement**”) is made and entered into by and between Northwestern Memorial HealthCare (“**NMHC**”), an Illinois not-for-profit corporation which operates a network of hospitals and other facilities in the greater Chicago Metropolitan Area (“**NMHC Hospitals**”), and _____, an [State] [Type of Entity] (“**Provider**”), is to be effective as of _____ (“**Effective Date**”).

RECITALS

WHEREAS, NMHC is a health care system that owns and operates NMHC Hospitals, employs physicians and other providers, and provides a full range of inpatient and outpatient health care services in the greater Chicago Metropolitan Area;

WHEREAS, Provider is in the business of providing post-acute patient services, including but not limited to _____ (“**Post-Acute Services**”); and

WHEREAS, NMHC and Provider have entered into a **NORTHWESTERN MEDICINE POST-ACUTE NETWORK AFFILIATION AGREEMENT EFFECTIVE** _____ (“**NM Network Agreement**”) to facilitate transitions of care, enhance quality, better coordinate post-acute care; and

WHEREAS, pursuant to the NM Network Agreement, the parties seek to assure that NMHC patients who are discharged and require Post-Acute Services receive high quality services from a responsive provider; and

WHEREAS, pursuant to the NM Network Agreement, Provider provides a Clinical Liaison to facilitate the NM Network relationship; and

WHEREAS, the parties desire to further set forth the Clinical Liaison relationship and responsibilities in this Liaison Agreement; and

WHEREAS, the parties agree and acknowledge that, with respect to the respective obligations set forth in this Liaison Agreement, each party is acting, for purposes of coordinating care, as an independent health care provider and covered entity, as defined in the Health Information Protection and Accountability Act of 1996 and regulations promulgated thereunder (collectively, “**HIPAA**”).

NOW, THEREFORE, in consideration of the mutual promises made herein, Provider and NMHC Hospitals agree as follows:

1. NMHC HOSPITALS OBLIGATIONS

NMHC will provide its patients who are in need of Post-Acute Services with a list identifying members of the NM PPN as well as other potential post-acute service providers. NMHC will coordinate the process whereby the patient exercises the patient's right of free choice of Provider and document the free choice in the electronic medical record. The patient shall be responsible for selecting a service provider as such patient or his or her clinician determines to be clinically appropriate. NMHC Hospitals will:

1.1 Comply with its obligations set forth in the NM Network Agreement.

1.2 Work with Provider to coordinate prompt discharge and coordination of care and facilitate the effective patient transition to a post-acute setting.

1.3 Give Provider, for future treatment and care coordination purposes, as well as for other purposes allowed under law, access to appropriate clinical information relating to NMHC patients and access as appropriate to NMHC staff, including both physicians and non-physician personnel, to manage patient hand-offs, the transition of care and provide for the best clinical interest of the patient.

1.4 Permit, in NMHC's sole discretion, Provider's Clinical Liaison with non-exclusive access to work space in _____, [insert address of relevant hospital-based location], so long as such space is available. Provider is responsible for furnishing its Clinical Liaison with all supplies necessary for Clinical Liaison to fulfill Provider's responsibilities hereunder. NMHC Hospitals will permit Clinical Liaison reasonable access to NMHC copy machines on site in the discharge planning office and will bill Provider for any copies made by its Clinical Liaison.

2. PROVIDER OBLIGATIONS

2.1 Provider shall arrange for the prompt commencement of Post-Acute Services for NMHC Hospitals' patients upon discharge when requested by NMHC Hospitals. Provider will:

2.1.1. Work with NMHC Hospital personnel to coordinate the transition of appropriate NMHC Hospital patients to Provider as soon as patient is ready to be discharged from an NMHC Hospital.

2.1.2. Provider shall have someone available to coordinate admissions and to coordinate the transition of care from an NMHC Hospital to Provider on a seven (7) days per week, twenty-four (24) hours per day.

2.1.3. Provider shall comply with the Clinical Liaison Standards set forth in Attachment A, attached hereto and incorporated herein by this reference.

2.1.4. Provide care in a manner that adheres to the NM Network Agreement and

professional standards governing such services.

2.1.5. Provider shall make sure that a Clinical Liaison is always available to work with NMHC Hospitals to facilitate the provision of Post-Acute Services.

2.1.6. Ensure that Clinical Liaisons use NMHC Hospitals' premises solely for the purpose of facilitating continuing care needs of NMHC patients.

2.1.7. Provider shall ensure that Clinical Liaison complies with all relevant NMHC Hospitals' rules, regulations, and policies while on site, including but not limited to vaccination requirements, privacy training, HIPAA requirements, policies designed to ensure patient choice of provider and any additional applicable Human Resources or Materials Management requirements for personnel with access to clinical areas. NMHC Hospitals reserve the right to immediately remove any Clinical Liaison from its premises on a temporary or permanent basis where such staff fails to comply with relevant NMHC Hospitals' rules, regulations and policies, or otherwise exhibits unethical or unprofessional conduct toward NMHC Hospitals' staff, patients and visitors.

2.1.8. Provider shall comply with all applicable federal, state, local and municipal laws in its activities contemplated under this Liaison Agreement.

2.2 HIPAA. Provider and all Clinical Liaisons, shall abide by the terms of HIPAA and other applicable state and federal law governing patient information.

3. TERM AND TERMINATION

3.1 Term. The term of this Liaison Agreement shall begin on the Effective Date and coincide with the term of the NM Network Agreement.

3.2 Termination.

3.2.1 Termination of NM Network Agreement. This Liaison Agreement shall automatically terminate as of the date that the NM Network Agreement expires or terminates for any reason.

3.2.2 Termination for Cause. Either Party may terminate its obligations under the Agreement upon written notice to the other party of its material breach of this Liaison Agreement and the failure to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) days of the provision of written notice of the breach.

3.2.3 Termination without Cause. Either party may terminate this Liaison Agreement without cause with seven (7) days' advance written notice to the other party

3.2.4 Immediate Termination. NMHC may terminate this Liaison Agreement immediately upon notice to Provider in the event that: (1) Provider's Medicare participation is terminated, when applicable; (2) NMHC reasonably determines that continuation of the Liaison Agreement may result in harm to the health, safety, or welfare of its patients, staff or visitors; (3) Provider receives a final, non-appealable judgment against it by a state licensing board or other health-care related governmental agency or (4) Provider becomes insolvent or voluntary or involuntary bankruptcy proceedings are instituted by or against Provider, or Provider makes an assignment for the benefit of creditors or is subject to receivership. Provider will immediately notify NMHC of the happening of any such event.

4. MISCELLANEOUS

4.1 No Referral Obligation. Notwithstanding any provision to the contrary herein, no obligation by either Party to refer patients to the other Party shall arise from this Liaison Agreement.

4.2 Compliance with Laws. The Parties agree that this Liaison Agreement is intended to comply with all state and federal laws, regulations and policies, including, but not limited to, the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)) and its regulations, and, if applicable, the Ethics in Patient Referrals Act (42 U.S.C. Section 1395nn) and its regulations (collectively, the "Healthcare Laws"). If either Party believes in good faith that any provision of this Liaison Agreement shall cause a violation of any of the Healthcare Laws, the Parties shall work in good faith to amend this Liaison Agreement to conform to the Healthcare Laws. If the Parties are unable to agree on any such amendment, or if it is not possible to amend this Liaison Agreement to comply with the Healthcare Laws, then this Liaison Agreement shall immediately terminate.

4.3 Assignment. Neither Party may assign this Liaison Agreement without the prior written consent of the other Party, except that either party may assign its rights, duties and obligations arising pursuant to this Liaison Agreement to its wholly owned affiliates, subject to the prior written approval of the other party, which shall not be unreasonably withheld. For purposes hereof, an affiliate shall be another organization controlled by, or under common control with the assigning party.

4.4 Notice. Any notice required to be given hereunder ("Notice") shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid first class certified United States mail, or (iii) transmitted by pre-paid, overnight delivery, or (iv) transmitted by facsimile transmission. All Notices shall be deemed to have been duly given, received and effective on (i) the date of receipt if delivered personally, (ii) two (2) business days after the date of posting if transmitted by mail, (iii) the business day after the date of transmission if by overnight delivery, or (iv) if transmitted by facsimile transmission, the date of transmission with confirmation by the originating facsimile transmission machine of receipt by the receiving facsimile machine of such transmission, addressed to the parties at the addresses below:

If to Provider: _____

Attention: _____
Facsimile: _____

If to NMHC: Northwestern Memorial HealthCare
1415 W. 22nd Street, 7th Floor
Oakbrook, IL
Attention: Post-Acute Care Team

With a simultaneous copy to:

Northwestern Memorial HealthCare
211 East Ontario Street, Suite 1800
Chicago, IL 60611
Attention: Office of General Counsel

4.5 Amendment. This Liaison Agreement shall not be altered, modified or changed except by an instrument in writing and signed by the parties.

4.6 Severability. In the event any provision of this Liaison Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Liaison Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

4.7 Binding Agreement. Subject to the restrictions on assignment herein contained, the provisions of this Liaison Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns.

4.8 Headings. The headings of the sections of this Liaison Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

4.9 Counterparts. This Liaison Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

4.10 Entire Agreement. This Liaison Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

4.11 Governing Law. This Liaison Agreement, the rights and obligation hereunder, and any claims or disputes relating thereto, shall be construed according to and governed by the laws of the State of Illinois, provided that the conflicts of laws principles of the State of

Illinois shall not apply to the extent they would operate to apply the laws of another state.

4.12 Relationship of the Parties. The relationship between Provider and NMHC is that of independent entities. None of the provisions of this Liaison Agreement are intended to create or to be construed as creating any agency, partnership, joint venture or employee-employer relationship between the parties. Provider's clinical liaison staff shall not be considered to be NMHC employees, and shall not be entitled to any benefits or payments directly from NMHC, including, without limitation, vacation, sick or bereavement leave, paid time off, salary, severance, insurance, pension, workers compensation or unemployment benefits. Providers shall not use NMHC, NMHC Hospitals or the Northwestern Medicine names, marks, or logo in any marketing documents or other communications.

4.13 Confidentiality. Each party shall comply with the other party's policy on confidentiality of patient records, and with all state and federal laws and regulations regarding confidentiality, disclosure and retention of patient health information and records. All medical records of patients of NMHC are and shall remain the property of NMHC and shall not be removed from NMHC without the express written consent of NMHC Hospitals. With respect to protected health information as that term is defined HIPAA ("PHI"), the parties shall also abide by the terms of HIPAA and other applicable state and federal law governing patient information. In addition, NMHC possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, such "confidential information" includes all information and materials belonging to, used by, made available by or on behalf of, or in the possession of NMHC or any NMHC affiliate relating to its or its vendors' products, processes, services, technology, computer systems, inventions, patents, ideas, contracts, pricing, financial information, developments, business strategies, pricing, current and prospective customers, patients, employees, vendors, medical staff marketing plans, and trade secrets of every kind and character, but shall not include: (i) information that was already within the public domain at the time the information is acquired by Provider; or (ii) information that subsequently becomes public through no act or omission of the Provider. Provider agrees that all of the confidential information (including complete or partial copies thereof, and in any format maintained) is and shall continue to be the exclusive property of NMHC and the respective affiliate, whether or not prepared in whole or in part by Provider and whether or not disclosed to or entrusted to Provider's custody. Provider agrees that it shall not, at any time following the execution of this Liaison Agreement, use for its own benefit or the benefit of others, or use for any purpose other than as strictly necessary in the course of performing pursuant to this Liaison Agreement, or disclose in any manner any confidential information of the NMHC without NMHC's prior written consent. Provider agrees to limit distribution of NMHC's confidential information to its own employees and agents on a need to know basis for the purpose of this Liaison Agreement, and to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as Provider uses to protect its own proprietary and highly confidential information.

4.14 Representatives. Each of Provider and NMHC shall designate a person from time to time to serve as their representative for purposes of ongoing communication and coordination

between the parties in connection with this Liaison Agreement. The initial representative of the NMHC shall be the Manager of relevant discharge planning team. The initial representative for Provider shall be _____.

IN WITNESS WHEREOF, the parties hereto have caused this Liaison Agreement to be duly executed and intended to be effective as of the Effective Date written above.

PROVIDER

Northwestern Memorial HealthCare

By: _____

By: _____

Its: _____

Its: _____

ATTACHMENT A to EXHIBIT E
Clinical Liaison Standards

Purpose: To define standards that support Best Patient Experience and provide the context for post-acute providers to work in conjunction with NMHC Hospitals discharge planning teams to plan, coordinate, and facilitate discharge planning that ensures patients receive timely, appropriate and high quality home care services.

1. Provider must have the capacity to receive/accept referrals from NMHC Hospitals discharge planning staff 24 hours/day, 7 days/week.
2. Provider shall make available Clinical Liaisons on site at the NMHC Hospitals, including on weekends upon request of an NMHC Hospital, to coordinate referrals made by NMHC Hospitals discharge planning staff.
3. Provider shall never directly solicit patients, patients' families, nursing staff, discharge planning staff or any other relevant parties for referrals. All Provider staff and clinical liaisons shall only enter clinical patient care areas when responding to a referral and shall promptly return to the work space assigned to them.
4. The turnaround time for acceptance/non-acceptance of referrals by Provider shall not exceed 30 minutes for routine cases. Turnaround time begins from the time an appropriate referral is provided by NMHC Hospitals discharge planning staff via established communication channels (e.g. page, phone call, fax, secure email) to the Provider clinical liaison. An appropriate referral is defined as one where the patient meets Provider's patient care criteria and Provider has the capabilities to treat patient. This standard should be met by Provider at all times, including after hours and on weekends.
5. When the Provider accepts a referral, but later determines that it cannot provide the necessary staffing, the Provider will attempt to find another appropriate agency, who is also a participating provider in the NM Network, capable of meeting the patient's skilled care and psychosocial needs. Provider will establish patient choice of new agency. Provider shall notify NMHC Hospitals' discharge planning staff if any other agency accepts the patient and provide all relevant information. If the provider cannot provide necessary staffing and services to fulfill the original referral, or find another appropriate agency who is a participating provider in the NM Network, the Provider will not attempt to find another appropriate agency without expressed consent of a NMHC representative.
6. Provider shall maintain participation in Medicare and the Medicaid programs in the Provider's service area.
7. Provider shall maintain contracts with the managed care and third party payor plans identified in the NM Network Agreement.
8. Provider must maintain collegial working relationships with NMHC Hospitals' staff and the staff of other post-NMHC Hospitals care providers on site.

9. Provider must be able to meet its obligations in all zip codes in Cook, Lake, DeKalb, DuPage, Kendall, LaSalle, McHenry, Kane and Will Counties.
10. Provider shall maintain relevant accreditations from national accrediting bodies.
11. Provider shall have and maintain criteria for providing care that will be uncompensated and provide those criteria to NMHC Hospitals upon request.
12. Provider shall maintain regular quality assurance and utilization review programs and cooperate with NMHC Hospitals to ensure that Post-Acute Services are provided in a manner that supports the provision of high quality and responsive care to NMHC Hospitals' discharged patients in accordance with the NM Network Agreement.
13. Provider shall remain abreast of developments in its industry and the best practices for the delivery of services to the patients in the post-acute setting.
14. Provider measures patient and family satisfaction with services and makes such reports available to NMHC Hospitals promptly upon request.