

**RESOLUTION
R2024-033**

A Resolution Authorizing the County Administrator to Execute the Hospice Services Agreement with Heartland Hospice

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 Heartland Hospice have asked that the DCRNC become a provider under their network; and

WHEREAS, the Hospice Services Agreement will allow the DCRNC to provide care for patients covered by Heartland Hospice; and

WHEREAS, entering into this agreement provides opportunities to grow the census of the DCRNC; and


WHEREAS, Jordan Healthcare Group and the Human & Health Services Committee have reviewed the Hospice Services 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 that the DeKalb County Board hereby authorizes the County Administrator to execute the Agreement for Hospice Services with Heartland Hospice.

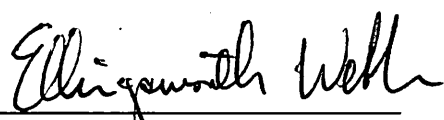
PASSED THIS 20TH DAY OF MARCH, 2024 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:



Tasha Sims
DeKalb County Clerk



Ellingsworth Webb, Chair
DeKalb County Board



NURSING FACILITY HOSPICE SERVICES AGREEMENT

THIS NURSING FACILITY HOSPICE SERVICES AGREEMENT (“Agreement”) is entered into this 1st day of March, 2024 (“Effective Date”) by and between Dekalb County Rehab & Nursing Center (hereinafter “Nursing Facility”), a Medicare certified nursing facility, and SouthernCare Inc. d/ba Heartland Hospice (Rockford) (hereinafter “Hospice”), a Medicare certified hospice program, each a “Party” or collectively as the “Parties.”

- A. Hospice provides a comprehensive set of services identified and coordinated by an interdisciplinary team to provide for the physical, psychosocial, spiritual, and emotional needs of a terminally ill patient and/or family members, as delineated in a specific plan of care (“Hospice Services”).
- B. Nursing Facility wishes to make hospice services available to its terminally ill residents who elect, or whose legal representatives elect on their behalf, to receive Hospice Services (“Residents”).
- C. Hospice and Facility are duly licensed to provide their respective hospice and nursing facility services in the State of Illinois (“State”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, Hospice and Nursing Facility agree as follows:

ARTICLE I: DEFINITIONS

1.1 “Hospice Attending Physician” means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State, or a nurse practitioner who meets the licensure, training, education, and experience requirements set forth in 42 C.F.R. §410.75(b), and who is identified by the Patient, at the time he or she elects to receive hospice care, as having the most significant role in the determination and delivery of the Patient's medical care.

1.2 “Nursing Facility Attending Physician” means the doctor of medicine or osteopathy responsible for the supervision of the medical care of the resident.

1.3 “CMS” means the Centers for Medicare & Medicaid Services.

1.4 “Highest Practicable Physical, Mental, and Psychosocial Well-Being” means the highest possible level of functioning and well-being, limited by the individual’s recognized pathology and normal aging process. Highest practicable is determined through the comprehensive Resident assessment and by recognizing and competently and thoroughly addressing the physical, mental or psychosocial needs of the individual.

1.5 “Hospice Medical Director” means a doctor of medicine or osteopathy who is an employee or is under contract with the Hospice, and is designated by the Hospice as having the responsibility for the medical component of the Hospice’s patient care program.

1.6 “Interdisciplinary Team” or “IDT” means a group of individuals designated by the Hospice who work together to meet the physical, medical, psychosocial, emotional, and spiritual needs of Patients and their families facing terminal illness and bereavement and includes, without limitation, (a) a doctor of medicine or osteopathy (who is an employee or under contract with Hospice), (b) a registered nurse, (c) a social worker, and (d) a pastoral counselor.

1.7 “Medicaid Eligible Resident Patient” means a Resident Patient who either (a) is eligible for Medicaid benefits and who has elected to receive the Medicaid hospice benefit or (b) is eligible for both Medicaid and Medicare Part A benefits and who has elected the Medicare hospice benefit.

1.8 “Medicare Eligible Resident Patient” means a Resident Patient who is eligible for Medicare Part A benefits, but who is not eligible for Medicaid benefits, and who has elected to receive the Medicare hospice benefit.

1.9 “Nursing Facility Designee” means the designated member of the Nursing Facility’s interdisciplinary team who is responsible for working with Hospice representatives to coordinate care to the Resident Patient provided by the Nursing Facility staff and Hospice staff. The Nursing Facility Designee must have a clinical background, function within the State scope of practice act, and have the ability to assess the Resident or have access to someone that has the skills and capabilities to assess the resident.

1.10 “Nursing Facility Medical Director” means a physician responsible for implementation of resident care policies and the coordination of medical care for the Nursing Facility.

1.11 “Nursing Facility Room and Board Services” means those personal care services provided by Nursing Facility as specified in the Plan of Care for a Resident, including, but not limited to, providing food (including individualized requests); assisting in activities of daily living, social activities, and the administration of medicine; providing and maintaining the cleanliness of the Resident’s room; assisting in the use of any durable medical equipment and therapies included in the Plan of Care; providing laundry and personal care supplies; and providing the usual and customary room furnishings provided to Residents, including, but not limited to beds, linens, lamps, and dressers.

1.12 “Other Nursing Facility Services” means all items and services provided by Nursing Facility which are not related to treatment of the Resident’s terminal illness.

1.13 “Patient” means an individual, including a Resident, who elects, directly or through such individual’s legal representative, to receive Hospice Services, meets all qualifications for admission to Hospice in accordance with Hospice’s current admission policies and CMS regulations set forth at 42 C.F.R. §§418.22-418.25, and is accepted by Hospice to receive Hospice Services.

1.14 “Plan of Care” means an individualized written plan of care established, reviewed and revised by the Interdisciplinary Team, in collaboration with the Nursing Facility, the Resident’s Attending Physician, and to the extent possible, the Resident or designated representative, in accordance with the Patient’s needs if any of them so desire. Such plan of care reflects Patient and family goals and interventions based on problems identified in initial, comprehensive, and updated comprehensive assessments, and includes all services and information necessary for the palliation and management of the terminal illness and related conditions, including (a) medical diagnoses, a common problem list, interventions to manage pain and symptoms, palliative goals/objectives, and responsible disciplines; (b) a detailed statement of the scope and frequency of services necessary to meet the specific Patient and family needs, goals, and objectives; (c) measurable outcomes anticipated from implementing and coordinating the plan of care; (d) drugs and treatment necessary to meet the needs of the Patient; (e) medical supplies and appliances necessary to meet the needs of the Patient; (f) the IDT’s documentation of the Patient’s or representative’s level of understanding, involvement, and agreement with the plan of care, in accordance with Hospice’s policies, in the clinical record; (g) and the services and care that are to be furnished to attain or maintain, or improve the Resident’s Highest Practicable Physical, Mental and Psychosocial Well-being.

1.15 “Private Pay Resident Patient” means a Resident Patient who is not eligible for the Medicare hospice benefit or the Medicaid hospice benefit or, if so eligible, has revoked or elected not to receive the Medicare hospice benefit and/or the Medicaid hospice benefit, as the case may be.

1.16 “Residential Hospice Care Day” means a day on which a Resident receives Nursing Facility Room and Board Services.

1.17 “Residential Hospice Patient” or “Resident Patient” means a Patient who is a Resident.

1.18 “Uncovered Items and Services” means those services provided by Nursing Facility which are not Hospice Services, Nursing Facility Room and Board Services, or Other Nursing Facility Services, including, but not limited to, telephones, guest trays, and television hookup.

ARTICLE II: SERVICES TO BE PROVIDED BY HOSPICE

2.1 Admission to Hospice Program

(a) If a Resident, or the Resident’s legal representative, requests the provision of Hospice Services, Hospice shall perform an admissions assessment of such Resident to determine whether Resident is capable of being admitted to Hospice.

(b) Hospice shall be solely responsible for determining whether to admit Residents in accordance with Hospice admission policies and procedures and all applicable laws and regulations.

(c) Hospice shall notify Nursing Facility whether a Resident is authorized for admission as a Patient and shall be responsible for obtaining all necessary admission forms, consents, and election statements from the Resident or, where applicable, the Resident's representative.

(d) On or prior to the Effective Date of this Agreement, Hospice will provide Nursing Facility with its current criteria for admission, and will promptly provide Nursing Facility with any modification of these criteria.

2.2 Attending Physician. At the time of hospice election, the Resident Patient may choose to specify the Nursing Facility Attending Physician as the Hospice Attending Physician. If the Resident does not choose the Nursing Facility Attending Physician, the Resident may select another physician or nurse practitioner as the Hospice Attending Physician.

2.3 Plan of Care

(a) Establishment of Plan of Care. Hospice shall establish and maintain a coordinated Plan of Care for each Resident who becomes a Patient in accordance with applicable federal and state laws and regulations, and in conjunction with Nursing Facility representatives, the Nursing Facility Attending Physician, and to the extent possible, the Patient Resident or designated representative. If there is a conflict between the Hospice and the Nursing Facility Attending Physician regarding the Plan of Care, the Hospice and Nursing Facility shall communicate in a timely manner regarding the issue. The communication shall include the Hospice Medical Director and the Nursing Facility Medical Director, as well as other pertinent Hospice and Nursing Facility staff, as needed. The Plan of Care must identify the care and services that are needed and specifically identify which provider is responsible for performing the respective functions that have been agreed upon and included in the Plan of Care. All Hospice Services provided must be in accordance with the Plan of Care developed for each Resident.

(b) Review and Revision of Plan of Care. The IDT, in consultation with Nursing Facility representatives and the Nursing Facility Attending Physician, shall review and revise the individualized Plan of Care as frequently as the Resident Patient's condition requires, but no less frequently than every fifteen (15) calendar days. Any revisions to the Plan of Care must be discussed with the Resident and or the Resident's representative, to the extent possible.

2.4 Professional Management Responsibility. Hospice will assume responsibility for professional management of the Hospice Services provided to Resident Patients in accordance with the Plan of Care and the Medicare Hospice Conditions of Participation, and will make any arrangements necessary for hospice-related inpatient care in a participating Medicare/Medicaid-certified facility in accordance with 42 C.F.R. §418.100 and §418.108. Nursing Facility agrees to provide services as authorized by Hospice, in a safe and effective manner by qualified personnel, and in compliance with the terms of this Agreement, Plan of Care, and Hospice policies and procedures for each Resident Patient. If there are physician orders that are inconsistent with the Plan of Care or Hospice policies and procedures, a Nursing Facility registered nurse shall notify Hospice. An authorized representative of Hospice shall resolve differences directly with the physician and secure the necessary orders.

2.5 Coordination of Services. Hospice will designate a member of the IDT who is responsible for the Resident Patient and ensuring that the needs of the Resident Patient are addressed and met twenty-four (24) hours a day ("Hospice Designee"). The Hospice Designee shall (a) provide overall coordination of Hospice Services for each Resident Patient with Nursing Facility representatives; (b) communicate with Nursing Facility representatives and other health care providers participating in the provision of care for the Resident Patient to ensure quality care is provided; and (c) ensure that the IDT communicates with the Nursing Facility Medical Director, the Resident Patient's Attending Physician, and other physicians participating in the provision of care to the Resident Patient, as needed, to coordinate the care for the Resident Patient.

2.6 Manner of Communication. The Hospice Designee contact information and Resident Patient care information shall be provided to Nursing Facility by Hospice at the time a Resident Patient is admitted to Hospice. A cover sheet will be placed in the Resident Patient's chart indicating the contact information for the Hospice Designee. All communications between the Hospice and Nursing Facility pertaining to the care and services provided to the Resident Patient shall be documented in the Resident Patient's clinical record.

2.7 Patient Care Information Provided. Hospice shall provide the Nursing Facility Designee with the following:

- (a) A copy of the most recent Plan of Care specific to each Resident Patient;
- (b) A copy of the Hospice election form and any advance directives specific to each Resident Patient;
- (c) A copy of the physician certification and recertification of the terminal illness specific to each Resident Patient;
- (d) Names and contact information for Hospice personnel involved in the hospice care of each Resident Patient;
- (e) Instructions on how to access the Hospice's twenty-four (24) hour on-call system;
- (f) A copy of Hospice medication information specific to each Resident Patient; and
- (g) A copy of Hospice physician and Attending Physician (if any) orders specific to each Resident Patient. Copies of all physician orders provided to Nursing Facility will be in writing and signed by the applicable Attending Physician or Hospice physician; provided, however, that in the case of urgent or emergency circumstances, such orders may be communicated by the Attending Physician or Hospice physician orally and confirmed in writing thereafter. Hospice will maintain adequate records of all physician orders communicated in connection with the Plan of Care.

2.8 Orientation and Training. Hospice will ensure that Nursing Facility staff who provide care to Resident Patients receive (a) orientation in the hospice philosophy and (b) education and training as appropriate to their responsibilities for the care and services identified in the Plan of Care. At a minimum, orientation shall include Hospice policies and procedures regarding methods of comfort, pain control, symptom management, principles of death and dying, individual responses to death, patient rights, appropriate forms, record keeping requirements and infection control. Hospice will maintain records of Nursing Facility staff attending such orientation and education programs, except in instances where the Nursing Facility can provide adequate documentation that its staff attended similar orientation or training programs that are acceptable to Hospice.

2.9 Level of Hospice Care. Hospice is responsible for determining the appropriate course of Hospice Services, including the determination to change the level of services provided. Any substantive changes to the level of Hospice services must be reflected in the Plan of Care. These changes should be made in collaboration with the Patient Resident or representative, the Patient Resident's Attending Physician, and Nursing Facility staff.

2.10 Provision of Hospice Services; Hospice Responsibilities. Hospice is responsible for providing Hospice Services to Resident Patients at the same level and to the same extent as those services would be provided if such Patients were at home and in accordance with the frequency specified in the Plan of Care. In connection therewith, Hospice is responsible for:

- (a) providing for medical direction and management of the Resident Patient and his or her terminal illness and related conditions;
- (b) providing and arranging for visits by Hospice nursing personnel, counselors (including spiritual, dietary and bereavement and other counselors), social workers, volunteers, and home health aides in the Nursing Facility;
- (c) furnishing medical supplies, durable medical equipment, and drugs necessary for the palliation of pain and symptoms associated a Resident Patient's terminal illness and related conditions;
- (d) providing bereavement services to family members for one (1) year following a Resident Patient's death;
- (e) arranging for the provision of consulting physician services;
- (f) arranging for ambulance transportation related to the Resident Patient's terminal illness and related conditions; and
- (g) provision of all other Hospice Services that are necessary for the care of the Resident Patient's terminal illness and related conditions.

Hospice will make nursing services, physician services, and drugs and biologicals routinely available on a twenty-four (24) hour basis seven (7) days a week. Hospice will make all other Hospice Services available on a twenty-four (24) hour basis when reasonable and necessary to meet the needs of the Resident Patient and family. Hospice is not responsible under the terms of this Agreement for managing care furnished to any patient who is not a Resident Patient.

Nothing herein shall relieve Nursing Facility of providing the services specified in this Agreement and required of Nursing Facility in accordance with applicable federal and state laws, regulations, and governmental or regulatory agency requirements, including, but not limited to, the skilled nursing facility Medicare conditions of participation (including, but not limited to, those set forth at 42 C.F.R. §§ 483.75(2), (3), and (4) regarding hospice services furnished at a long-term care facility), Medicaid enrollment criteria, and applicable accreditation guidelines.

2.11 Hospice Use of Nursing Facility Personnel. Hospice may use Nursing Facility nursing personnel where permitted by state law and as specified by the Nursing Facility to assist in the administration of

prescribed therapies included in the Plan of Care only to the extent that the Hospice would routinely use the services of a Patient's family in implementing the Plan of Care.

2.12 Reporting of Allegations of Mistreatment, Neglect, or Abuse. The Hospice shall report alleged violations involving mistreatment, neglect, or verbal, mental, sexual, or physical abuse, including injuries of unknown source, and misappropriation of patient property, by anyone unrelated to the Hospice to the Nursing Facility administrator within twenty-four (24) hours of the Hospice becoming aware of the alleged violation, and as otherwise may be required by state law.

2.13 Provision of Bereavement Services. Hospice may make bereavement counseling services available to Nursing Facility staff and residents who fulfill the role of the Resident Patient's family as identified in the Resident Patient's Plan of Care. Such services shall be individualized based on the Resident Patient involved and staff involvement in Resident Patient care and may be offered in a group or individual setting, as appropriate and determined by Hospice. Nursing Facility shall notify the Hospice within a reasonable time upon learning of Nursing Facility staff that may benefit from bereavement services.

2.14 Purchased Hospice Services. Hospice and Nursing Facility may negotiate separately for the provision of Purchased Hospice Services. For purposes hereof, "Purchased Hospice Services" means those services that Hospice has contracted with Nursing Facility to provide which are covered by the Hospice, required under the Plan of Care, and which are not otherwise provided by Nursing Facility as part of its Nursing Facility Room and Board Services. Purchased Hospice Services may include, without limitation, physical therapy, occupational therapy, speech-language pathology, certain durable medical equipment and supplies, and certain drugs and biological. Purchased Hospice Services do not include those services and supplies that are an ordinary part of Nursing Facility Room and Board Services. In the event Hospice wishes to purchase and Nursing Facility wishes to provide purchased hospice services, such arrangement shall be in writing and signed by both Parties as either an amendment to this Agreement, or as a separate agreement.

ARTICLE III: SERVICES TO BE PROVIDED BY NURSING FACILITY

3.1 Admission to Nursing Facility.

(a) Request for Admission. In the event that a Patient who is not also a Resident requests admission to the Nursing Facility, Nursing Facility shall admit such Patient, subject to Nursing Facility's admission policies and procedures and the availability of beds. Nursing Facility shall notify Hospice and Patient, or the Patient's legal representative, if the Patient is authorized for admission as a Residential Hospice Patient. Nursing Facility shall maintain adequate records of all such authorizations of admission.

(b) Admission Policies. On or prior to the Effective Date of this Agreement, Nursing Facility will provide Hospice with its current admission policies and procedures and will promptly provide Hospice with any modification of such policies and procedures.

3.2 Notification of Services. Nursing Facility will fully inform Resident Patients of the Nursing Facility Room and Board Services, Other Nursing Facility Services, and Uncovered Items and Services to be provided by Nursing Facility.

3.3 Design and Maintenance of the Plan of Care. In accordance with applicable federal and state laws and regulations, Nursing Facility shall consult with Hospice regarding the development and/or modification of a Plan of Care for each Resident Patient. The Plan of Care shall be a single plan of care and include portions for both a Hospice and Nursing Facility. Both Nursing Facility and Hospice will update their portion of the Plan of Care in accordance with any federal, state or local laws governing the particular provider and in consultation with one another. If there is a conflict between the Hospice and the Nursing Facility Attending

Physician regarding the Plan of Care, the Hospice and Nursing Facility shall communicate in a timely manner regarding the issue. The communication shall include the Hospice Medical Director and the Nursing Facility Medical Director, as well as other pertinent Hospice and Nursing Facility staff, as needed. The Plan of Care must identify the care and services that are needed and specifically identify which provider is responsible for performing the respective functions that have been agreed upon and included in the Plan of Care. Nursing Facility shall be responsible for implementing those aspects of care that are not related to the duties of the Hospice.

3.4 Provision of Nursing Facility Services in Emergencies/Disaster Management. Nursing Facility will furnish Nursing Facility Room and Board Services, meeting the personal care and nursing needs that would have been provided by the primary caregiver at home at the same level of care provided to any other Nursing Facility resident in the absence of a hospice care election, twenty-four (24) hours a day and seven (7) days a week. In the event of an emergency, Nursing Facility staff may provide appropriate treatments at the direction of Hospice, a member of the IDT, the Hospice Medical Director, or as directed in the Plan of Care that are more sophisticated than the Nursing Facility staff would normally perform under the terms of this Agreement in order to ensure the Resident Patient's comfort while Hospice staff are en route to the Resident Patient. In such emergency situations, Hospice will be notified of the emergency and treatment furnished to the Resident Patient at the earliest possible time.

Nursing Facility shall be responsible for the safety of patients and management of crisis situations (including but not limited to: natural disasters, facility evacuations, and fire) and temporary emergencies (including but not limited to: power disruptions) by following and commencing its current policies and procedures for the management of crisis situations or temporary emergencies. Nursing Facility shall immediately notify Hospice of the crisis situation or temporary emergency and the resulting changes, to patient locations and/or Plan of Care, if any. Hospice shall cooperate fully with Nursing Facility and emergency officials within the community.

Nursing Facility shall provide, to Hospice staff providing patient services hereunder, training on the above crisis and emergency policy and procedure, promptly after execution of this Agreement.

3.5 Facility Requirements.

(a) Patient Room. Nursing Facility shall provide each Resident Patient with a clean, home-like room, designed and equipped for the comfort, privacy, and safety of the Resident Patient and his/her personal belongings, which will accommodate visitors.

(b) Visiting Privileges. Nursing Facility will permit, to the best of its ability, free access and unrestricted visiting privileges (including, but not limited to, visits by children of any age) on a twenty-four (24) hour a day basis, each day of the calendar year.

(c) Visitor Accommodations. Nursing Facility will provide, to the best of its ability, adequate space, located conveniently to the Resident, for private visitation for family members and any other visitors to enable the Resident Patient's visitors to remain with the Resident Patient up to twenty-four (24) hours a day and will allow privacy following the death of the Resident Patient.

(d) Hospice Access to Facility. Nursing Facility will permit employees, contractors, agents, and volunteers of the Hospice free and complete access to the Nursing Facility twenty-four (24) hours a day, as necessary, to permit Hospice to counsel, treat, attend, and provide services to each Resident Patient.

3.6 Notifications. The Nursing Facility must immediately notify Hospice in the event of any of the following:

- (a) A significant change occurs in a Resident Patient's physical, mental, social, or emotional status;
- (b) Clinical complications appear that suggest a need to alter the Resident Patient's Plan of Care;
- (c) There is a need to transfer the Resident Patient from the Nursing Facility, and the Hospice makes arrangements for, and remains responsible for, any necessary continuous care or inpatient care related to the terminal illness and related conditions; or
- (d) A Resident Patient dies.

Such notifications shall be provided to Hospice by and through the Hospice Designee as indicated in Sections 2.5 and 2.6 herein above.

3.7 Resident Information. Nursing Facility will assist Hospice in obtaining the following information about a Resident at the time of admission to Hospice:

- (a) Admitting diagnosis and prognosis;
 - (b) Current medical findings;
 - (c) Dietary restrictions;
 - (d) Orders for medication, treatment, and symptom management;
 - (e) Information about medical management or Resident conditions unrelated to the Terminal Illness;
- and
- (f) Designation of an alternative physician in case the Resident's Attending Physician is unavailable during an emergency or crisis.

3.8 Coordination of Services. The Nursing Facility Designee shall be responsible for (a) collaborating with Hospice representatives and coordinating Nursing Facility staff participation in the Hospice care planning process; (b) communicating with Hospice representatives and other healthcare providers participating in the provision of care for the terminal illness, related conditions, and other conditions, to ensure quality of care of the patient and family; (c) ensuring that the Nursing Facility communicates with the Hospice Medical Director, the patient's Attending Physician, and other practitioners participating in the provision of care to the patient as needed to coordinate the hospice care with the medical care provided by other physicians; and obtaining the following information from the Hospice: (i) the most recent Hospice plan of care specific to each patient; (ii) the Hospice election form; (iii) physician certification and recertification of the terminal illness specific to each patient; (iv) names and contact information for Hospice personnel involved in the Hospice care of each patient; (v) instructions on how to access the Hospice's 24-hour on-call system; (vi) Hospice medication information specific to each patient; (vii) Hospice physician and attending physician (if any) orders specific to each patient.

3.9 Continuous Care. If a Resident Patient experiences an acute medical or psychosocial crisis, and it is determined by Hospice and Nursing Facility that the Resident Patient's condition does not warrant a transfer to another facility, Hospice may place nurses or aides in the Nursing Facility for up to twenty-four (24) hours per day during the crisis to care for the Resident Patient until such Resident Patient's condition dictates a change in the level of care. Such services shall not serve as a substitute for, or displace, the services the Nursing Facility is obligated to provide under the terms of this Agreement.

3.10 Orientation and Training. The Nursing Facility Designee shall be responsible for ensuring that the Nursing Facility provides orientation in the policies and procedures of the facility, including patient rights, appropriate forms, and record keeping requirements, to Hospice staff furnishing care to Nursing Facility Patient Residents. Nursing Facility shall document and have available information regarding Hospice staff Orientation.

3.11 Administration of Prescribed Therapies. When Nursing Facility personnel are responsible for the administration of prescribed therapies, including those therapies determined appropriate by the Hospice and delineated in the Plan of Care, the Nursing Facility personnel may administer the therapies, if permitted by state law and as specified by the Nursing Facility.

3.12 Reporting of Allegations of Mistreatment, Neglect, or Abuse. Nursing Facility shall report alleged violations involving mistreatment, neglect, or verbal, mental, sexual, or physical abuse, including injuries of unknown source, and misappropriation of patient property by Hospice personnel to the Hospice administrator immediately when Nursing Facility becomes aware of the alleged violation, including if such allegations involve Hospice employees and contractors and anyone else providing services on behalf of the Hospice, and as otherwise may be required by state law.

ARTICLE IV: NATURE AND RELATIONSHIP BETWEEN THE PARTIES

4.1 Relationship of Parties. The Parties acknowledge that Hospice and Nursing Facility are independent contractors. Nothing in this Agreement is intended, or will be construed, to create an employer/employee relationship, a joint venture relationship, a partnership, or other similar relationship. Neither Nursing Facility nor any of its employees, contractors, or agents are authorized to enter into contracts or agreements on behalf of Hospice. Nursing Facility agrees to indemnify and hold Hospice harmless from any and all taxes, penalties, and interest due and payable on the compensation paid to Nursing Facility. As an independent contractor, Nursing Facility's employees, contractors, and agents are not eligible for or entitled to, and shall not participate in, Hospice's health or other benefit plans. The parties mutually agree to indemnify and hold harmless the other from all claims, demands and liabilities, including costs and attorneys' fees, to which the other may be subjected to by reason of their respective failure to pay any employment taxes, penalties and interest. Additionally, neither entity's employees, contractors, and/or agents are eligible for, or entitled to participate in the other party's health and other benefit plans.

4.2 Liaison. Upon execution of this Agreement, both Parties shall designate at least one representative to serve as a liaison between them and to facilitate cooperative efforts in the performance of their respective services under the terms of this Agreement. Each Party shall thereafter promptly notify the other of any change in its designated representative.

ARTICLE V: COMPENSATION AND BILLING

5.1 Medicaid Eligible Resident Patient. Hospice agrees to compensate Nursing Facility for Nursing Facility Room and Board Service provided to a Medicaid Eligible Resident Patient in accordance with the terms set forth in **Schedule A**, which is attached hereto and incorporated herein by reference. Nursing Facility agrees to accept such payment as payment in full for Nursing Facility Room and Board Services provided to such Medicaid Eligible Resident Patient, and will not bill the Medicaid Eligible Resident Patient or any health insurance program for such services. In no event will Hospice reimburse Nursing Facility for Nursing Facility Room and Board Services in an amount greater than what Nursing Facility would have received directly from Medicaid had the patient not been enrolled in hospice.

Each month, or as reasonably requested by Hospice, Nursing Facility will submit to Hospice complete and accurate invoices for Nursing Facility Room and Board Services provided during the preceding month on forms acceptable to both Parties that include information usually provided to third-party payors to verify the services and charges reflected in such billings. All invoices shall be remitted to the address identified for Hospice in Section 10.2. Hospice shall make payment within sixty (60) days after receipt of a complete and accurate invoice for those services for which Hospice is obligated to pay Nursing Facility under the terms of this Agreement. Invoices must be received by Hospice on or before six (6) months from the date

in which the services were rendered. Invoices not received within this six (6) month time frame will not be eligible for payment. Hospice may dispute the invoice or any part thereof as indicated in Section 5.4. Payment by Hospice with respect to such bills shall be considered final, unless adjustments are requested in writing by Nursing Facility within sixty (60) days of receipt of payment, and documentation sufficient to support the requested adjustment, as reasonably determined by Hospice, is provided to Hospice. In the event Nursing Facility receives payment from Hospice for a service, and either (i) payment for the service is later disallowed or recouped as a result of the acts, errors or omissions of Nursing Facility; or (ii) it is later determined that Hospice did not expressly authorize such service, then Hospice, at its option, may either offset the amount of this payment from any future payments due to Nursing Facility hereunder or may require Nursing Facility to repay such amount immediately upon Hospice's request.

Non-Pass Through States. If the Resident Patient is eligible under Oklahoma, Pennsylvania and or Arizona Medicaid for hospice services, Nursing Facility shall bill Medicaid directly for the approved Room and Board rate and shall not look to Hospice for payment. For the above states, Schedule A herein is not applicable.

5.2 Medicare Eligible Resident Patients and Private Pay Resident Patients. Nursing Facility shall bill each Medicare Eligible Resident Patient and Private Pay Resident Patient (or the third-party payor, if applicable), for Nursing Facility Room and Board Services provided and shall accept payment from the applicable payor or Resident Patient as payment in full. Hospice shall not be responsible for reimbursing Nursing Facility for any portion of the cost of Nursing Facility Room and Board Services provided to the Private Pay Resident Patient or Medicare Eligible Resident Patient.

5.3 Other Services. Nursing Facility shall bill Resident Patients (or the Resident Patient's third-party payor, if any) for (a) Other Nursing Facility Services, (b) Uncovered Items and Services, and (c) care provided by Nursing Facility which is not related to the Resident Patient's terminal illness or not reasonable or necessary for palliation or management of the terminal illness and/or for services not rendered in accordance with the Plan of Care. Hospice shall bear no responsibility, obligation, or other liability to reimburse Nursing Facility for the cost of these services.

5.4 Billing Disputes. In the event Hospice disputes any invoice or any part thereof, Hospice shall notify Nursing Facility in writing within a reasonable time thereafter, not to exceed sixty (60) days, of the reasons for the dispute and shall only pay to Nursing Facility any outstanding amounts reflected in such invoice which are not disputed. Hospice and Nursing Facility shall cooperate to resolve any disputes expeditiously, and Hospice shall pay the disputed portion of any invoice on the terms agreed upon by the Parties, within thirty (30) days of a resolution of same.

5.5 Financial Record Keeping. Nursing Facility will keep accurate books of accounts and records (the "Financial Records") at its principal place of business covering all transactions relating to this Agreement. Hospice may, at its expense, retain an independent public accountant or other auditor to review the Financial Records and prepare a detailed accounting of the charges made to Hospice by Nursing Facility. Hospice, and its duly authorized representatives, including any such independent public accountant or other auditor, shall have the right during regular business hours, and on reasonable written notice to Nursing Facility, to examine Nursing Facility's Financial Records and to make copies thereof.

5.6 Appeal of Denied Claims. In the event Medicare, Medicaid, or any other third-party payor denies any claim for Hospice Services for services provided to a Resident Patient pursuant to the terms of this Agreement, Hospice and Nursing Facility shall reasonably cooperate in the pursuit of any appeal of such denied claims initiated by either Party upon the written request of the other.

ARTICLE VI: TERM AND TERMINATION

6.1 Term of Agreement. The initial term of this Agreement shall be for one (1) year beginning on the Effective Date, unless terminated earlier by either Party as set forth below. Following the initial term, this Agreement shall automatically renew for successive one (1) year terms, unless terminated by either Party as set forth below.

6.2 Termination Without Cause. Either Party may terminate this Agreement for any reason prior to the expiration of its initial or renewal term by providing written notice of termination to the other Party at least thirty (30) days prior to the date of such termination. If either Party terminates this Agreement prior to the end of the initial or any renewal term, then each Party shall agree not to enter into a similar agreement with each other until after the term would have naturally expired.

6.3 Termination for Cause. Either Party shall have the right to terminate this Agreement in the event of the other Party's breach of this Agreement by providing written notice to the other Party at least thirty (30) days in advance of the termination date. Any such notice shall specify the cause upon which it is based with reasonable particularity. The violating Party shall have such thirty-(30)-day notice period in which to rectify the cause specified in the notice of termination or, if such cause is not rectified to the satisfaction of the non-breaching Party within such thirty-(30)-day period, this Agreement shall thereupon automatically terminate.

6.4 Immediate Termination. Notwithstanding anything to the contrary in this Agreement, either Party may immediately terminate this Agreement, by providing the other Party written notice of same, upon the occurrence of any of the following events: (a) loss or suspension of any License of the other Party required for the provision of services pursuant to this Agreement or the imposition of any sanction against the other Party under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations relating to such Party's participation in the Medicare or Medicaid programs; (b) appointment of a receiver for the other Party's assets, an assignment by the other Party for the benefit of its creditors, the insolvency of a Party, or any relief taken or suffered by the other Party under any bankruptcy or insolvency act; (c) any jeopardy to the health or safety of the Patients; (d) an indictment, arrest or conviction for a felony or for any criminal charge of any employee of either Party if said employee is actively involved in the performance of such Party's obligations hereunder; or (e) the cancellation or termination of either Party's insurance coverage as required by this Agreement, without replacement coverage having been obtained. This Agreement shall automatically terminate in the event either Party is excluded from participation in any federally funded health care program, including, but not limited to Medicare or Medicaid, as of the effective date of such exclusion.

6.5 Effect of Termination on Availability of Service. In the event that this Agreement is terminated, Nursing Facility and Hospice may each negotiate separately with any Resident Patient (or such Resident Patient's legal representative) to contract for the continuation of care. Unless a Patient Resident chooses to revoke the hospice benefit and continue to reside in the Nursing Facility, upon termination of this Agreement by either Party, the Nursing Facility shall provide assistance to affected Patient Residents in contacting or selecting another hospice provider(s) with which the Nursing Facility has or will enter into a written agreement; or when the resident requests, assist the Patient Resident in transferring to a Nursing Facility of his/her choice that has an agreement or will enter into an agreement for the provision of hospice services with Hospice; or in relocating to a non-nursing home setting that uses the hospice of his/her choice; or the Nursing Facility and Hospice may agree in writing to continue operating pursuant to the terms and conditions of this Agreement for one or more specific Resident Patients. Nursing Facility agrees not to discharge any former Resident Patient until an alternative placement is found that is mutually agreeable to Nursing Facility, Hospice, and former Resident Patient.

6.6 Termination of Hospice Services and Nursing Facility Room and Board by Resident Patient.

(a) In the event Resident Patient revokes his or her hospice election, Hospice shall immediately notify Nursing Facility in writing of such revocation.

(b) Nursing Facility shall immediately notify Hospice in writing in the event a Resident Patient chooses to transfer to another nursing facility or other setting.

(c) Termination of the receipt of Hospice Services or Nursing Facility Room and Board Services by any Resident Patient shall not constitute a termination of this Agreement.

(d) In the event that a Resident Patient terminates receipt of Hospice Services or Nursing Facility Room and Board Services pursuant to this Agreement, either Hospice or Nursing Facility may negotiate separately with such former Resident Patient (or such Resident Patient's legal representative) to contract for the continuation of care.

ARTICLE VII: INSURANCE AND INDEMNIFICATION

7.1 Insurance. Each Party shall obtain and maintain, at its sole cost and expense, general and professional liability insurance, including coverage for any acts of professional malpractice, covering such Party and its directors, officers, employees, and agents in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. At the request of the other Party, the insured Party shall promptly furnish to the requesting Party satisfactory evidence of its liability insurance coverage and shall notify the other Party thirty (30) days prior to any material change in or termination of such insurance coverage. SNF is self-insured by DeKalb County, Illinois and such self-insurance will suffice for the insurance requirements herein.

7.2 Indemnification. Nursing Facility and Hospice, each at its sole expense, shall indemnify, defend and hold harmless the other Party, its officers, agents, servants and employees, from and against any and all lawsuits, claims, causes of action, actions, demands, liability and judgments for injury or damages (including, but not limited to, expenses for reasonable attorneys' fees and disbursements and liabilities assumed by the other Party in connection therewith) to persons or property, in any way arising out of or through the negligence, breach of this Agreement or any representation hereunder, or intentional acts or omissions of the indemnifying Party, its officers, agents, servants and employees, except to the extent caused by the negligence, breach of this Agreement or any representation hereunder, or intentional actions or omissions of the other Party, its officers, agents, servants or employees. Nursing Facility and Hospice each shall give the other Party immediate written notice of any lawsuit, claim, cause of action, action, demand, liability and judgment which may be subject to this provision. This provision shall survive termination of this Agreement.

ARTICLE VIII: RECORDS

8.1 Compilation of Records.

(a) Preparation. Nursing Facility and Hospice shall each prepare and maintain complete, accurate, and detailed clinical records concerning each Resident Patient receiving Nursing Facility Room and Board Services and Hospice Services under this Agreement as required by applicable Medicare and Medicaid program requirements and state law. All entries made for services provided hereunder are to be legible, clear, complete, and appropriately authenticated and dated in accordance with applicable policy and currently accepted standards of practice. Each such record shall be readily available on request by an authorized federal, state, or local government or regulatory agency.

(b) Retention. Nursing Facility and Hospice shall each retain Resident Patient records for at least six (6) years from the date of death or discharge of each Resident Patient unless state law or other federal law stipulates a longer period of time.

(c) Access. Subject to any required authorization(s) by the Resident Patient (or his/her legal representative), Nursing Facility and Hospice shall each permit the other Party or its authorized representative(s), upon reasonable notice, to review and make photocopies of any records maintained by Nursing Facility or Hospice, as the case may be, relating to the provision of services under this Agreement.

(d) Inspection. Until the expiration of four (4) years after the furnishing of Medicare-reimbursable services pursuant to this Agreement, in accordance with and to the extent required under 42 U.S.C. §1395x(v)(1)(I) and 42 C.F.R. §§420.300 *et seq.*, Nursing Facility and Hospice and any respective agents thereof shall make available upon proper written request, to the Comptroller General of the United States, the Secretary of Health and Human Services, or any of their duly authorized representatives, access to this Agreement and the Nursing Facility and Hospice's books, documents and records necessary to certify the nature and extent of costs of Medicare-reimbursable services provided under this Agreement. In accordance with such laws and regulations, if Medicare-reimbursable services provided by Nursing Facility and Hospice and any respective agents under this Agreement are carried out by means of a subcontract related to Nursing Facility and Hospice, and such related organization provides the services at a value or cost of \$10,000.00 or more over a twelve-(12)-month period, then the subcontract between Nursing Facility and Hospice and the related organization shall contain a clause comparable to the clause specified in the preceding sentence.

8.2 Protection of Information and HIPAA. The Parties acknowledge and agree that they are each a "Covered Entity," as defined in 45 C.F.R. §160.103, and, as such, are subject to the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as modified by the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) ("HITECH Act"), and (ii) the standards and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Security of Electronic Protected Health Information (the "Security Rule"), the final omnibus rules (as found at 78 Federal Register 5566), and any other applicable regulations promulgated under HIPAA and/or HITECH (collectively, the "HIPAA Standards"). The Parties further acknowledge and agree that each Party may, in connection with the provision or receipt of services hereunder, disclose, access, and/or make use of protected health information ("PHI") maintained by the other Party, and that such use, access, and disclosure are subject to the applicable terms and conditions of HIPAA, the HITECH Act, and the HIPAA Standards. The Parties acknowledge that uses and disclosure of PHI under the terms and conditions of this Agreement are intended to be characterized as treatment, payment, or healthcare operations related to communications under HIPAA, the HITECH Act, and the HIPAA Standards, and therefore the Parties are not required to enter into a "Business Associate Agreement," as defined under 42 C.F.R. §164.504(e). Notwithstanding the foregoing, or any contrary provision hereunder, the Parties shall comply with all applicable federal and state laws and regulations governing the use, access, and/or disclosure of identifiable health information by the Parties and their personnel, including without limitation HIPAA, the HITECH Act, and the HIPAA Standards.

8.3 Proprietary Information. (a) It is expressly understood that the systems, policies, methods, procedures, materials, and controls, including this Agreement employed by Hospice in connection with the performance of services under this Agreement, as well as any of Hospice's product plans, products, protocols, developments, inventions, processes, designs, drawings, engineering, formulae, software (including source and object code), hardware, computer programs, business plans, financial information, agreements with third parties, patents or patent applications, and trade secrets, whether in oral, written, graphic, or machine-readable form, or in any other medium (collectively "Confidential Information"), are proprietary in nature and shall remain the property of Hospice. All Confidential Information disclosed by Hospice to Nursing Facility will be used by Nursing Facility only in connection with the legitimate purposes of this Agreement, will be disclosed by Nursing Facility only to those who have a need to know it for such purposes and are

obligated to keep same in confidence, and shall be safeguarded by Nursing Facility with no less than reasonable care.

(b) The confidentiality obligations under this Section 8.3 will not apply when, after, and to the extent the Confidential Information disclosed:

- (i) is now or hereafter becomes available to the public through no fault of Nursing Facility;
- (ii) was already in the possession of Nursing Facility without restriction as to confidentiality at the time of disclosure, as evidenced by competent written records; or
- (iii) is subsequently received by Nursing Facility from a third party without restriction and without breaching any confidential obligation between the third party and Hospice.

(c) Confidential Information may be disclosed by Nursing Facility to the extent required by law, provided that Nursing Facility will give maximum practical advance notice of same to Hospice and request such confidential treatment of such disclosure from the recipient thereof as may be afforded under law. In many situations, procurement/vender/contract information will be considered public records subject to the exceptions of disclosure as provided for in the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.). As such, Hospice agrees to respond to any requests by the Facility to provide FOIA responsive documentation within two (2) days of receiving a request to do so. Should Hospice believe that any FOIA exemption may be applied to the requested record/contract documents, then it shall provide its legal citations and argument for the Facility to assert on its behalf within the responsive request period above.

(d) The foregoing confidentiality obligations and use restrictions set forth in this Section 8.3 will survive the termination or expiration of this Agreement for a period of five (5) years, provided that for any Confidential Information that constitutes a trade secret under applicable law, or is subject to continuing confidentiality or privacy protections under applicable federal or state laws, such confidentiality obligations, use restrictions, and confidentiality or privacy protections will continue thereafter for so long as such information remains a trade secret and/or subject to continuing confidentiality or privacy protections under applicable law.

ARTICLE IX: REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE PARTIES

9.1 Organization. Hospice is duly organized, validly existing and in good standing under the laws of the state of formation and has all requisite power to conduct its business as presently conducted. Nursing Facility is a corporation duly organized, validly existing and in good standing under the laws of the State and has all requisite power to conduct its business as presently conducted.

9.2 Authorization of This Agreement. The execution, delivery, and performance of this Agreement has been duly authorized by all requisite corporate action on the part of each Party and constitutes a valid and binding obligation of the Parties.

9.3 Compliance. Each Party has, to the best of its knowledge, complied, and in performing under this Agreement, shall comply, in all material respects, with applicable laws, rules, regulations, and standards of practice related to its business and operation, including, without limitation, applicable federal, state, and local laws and regulations relating to health and safety.

9.4 Licensure and Certification. The Parties are, and will remain at all times throughout the term of this Agreement, authorized to participate in the Medicare and Medicaid programs and shall comply, in all material respects, with all conditions of participation or other requirements applicable to participation in such programs. Each Party has, and will maintain at all times throughout the term of this Agreement, all the necessary qualifications, certifications, licenses and/or accreditations required by federal, state and local

laws and regulations to provide the services covered by this Agreement (collectively “Licenses”). Each Party will provide the other with a copy of its applicable Licenses upon request and will provide prompt written notice of any changes in such Licenses, including any temporary or permanent suspension or revocation of any License, or any sanction or proposed sanction or exclusion against the Party, or any officer, director, or owner, in connection with participation in any federally funded health care program.

9.5 Program Representations. The Parties hereby represent, warrant, and covenant to each other that as of the date of this Agreement, and for the entire term and any renewal hereof, with respect to any federal health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) or any state health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(h)) (collectively the “Programs”), neither (a) the representing Party; (b) any individual with a direct or indirect ownership or control interest of five percent (5%) or more of the representing Party; nor (c) any director, officer, agent, or employee of the representing Party (collectively, the “Representing Party”); is currently debarred, suspended, or excluded from any Program. Each Party covenants to immediately notify the other in writing if this representation is no longer true, or if such Party is sanctioned or has a civil monetary penalty levied under any Program. The listing of the Representing Party on the U.S. Department of Health and Human Services, Officer of Inspector General’s (“OIG”) exclusion list or the OIG’s website for excluded individuals/entities shall constitute a breach of this representation and require immediate written notice to the other Party.

9.6 Insolvency. Each Party shall inform the other Party in the event that any proceeding shall be instituted by or against it in bankruptcy, or seeking liquidation, winding up, reorganization, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or seeking the appointment of a receiver or trustee.

9.7 Adequate Staffing and Facilities. As of the date hereof, each Party has, and will maintain throughout the term of this Agreement, a sufficient number of staff to permit it to perform its obligations hereunder. Such staff will be legally authorized (licensed, certified or registered) in accordance with applicable federal, state, and local laws, and will act only within the scope of their state license, certification, or registration.

9.8 Care of Patients. Nursing Facility has familiarized itself with the administrative, record keeping, and personal-care needs of Resident Patients. Nursing Facility is, and will be, fully competent and able to perform its obligations under this Agreement in accordance with recognized professional standards for the care of terminally ill patients.

9.9 Code of Conduct. Hospice has and maintains a Code of Conduct which sets forth certain standards of conduct in accordance with legal requirements and ethical business practices. A copy of Hospice’s Code of Conduct is available at [http://www.curohealthservices.com/assets/user/upload/files/CuroCodeofConduct\(1\).pdf](http://www.curohealthservices.com/assets/user/upload/files/CuroCodeofConduct(1).pdf). Nursing Facility agrees to ensure that all of its personnel which provide services to hospice has accessed, read and understands Hospice’s integrity program, including its standards of conduct and any additional information provided in the link above, and that each person agrees to abide by such requirements therein.

ARTICLE X: MISCELLANEOUS

10.1 Hospice will develop, implement, and maintain an effective, ongoing, Hospice-wide, data-driven quality assessment and performance improvement program (“QAPI”). The QAPI program may include an evaluation of the quality and appropriateness of Nursing Facility Room and Board Services provided pursuant to the terms of this Agreement. Nursing Facility shall reasonably participate in and cooperate with

Hospice in the conduct of the QAPI program, and facilitate the administration of such program in relation to the services performed by Nursing Facility pursuant to this Agreement.

10.2 Notices. Except as otherwise specified herein, all notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any Party pursuant to this Agreement shall be in writing and shall be delivered personally, mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile, addressed as follows:

IF to Hospice:

C/o Heartland Hospice
3350 Riverwood Parkway
Suite 1400
Atlanta, GA 30339
Attn: General Counsel

IF to Nursing Facility:

Dekalb County Rehab & Nursing Center
2600 N. Annie Glidden Rd.
Dekalb, IL 60115
Attn: Administrator

Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

10.3 Cumulation of Remedies; Waiver. The various rights, options, elections, powers, and remedies of the Parties as provided in this Agreement are in addition to any others that the Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. Neither the waiver by either of the Parties or a breach of, or a default under, any of the provisions of this Agreement, nor the failure of either of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

10.4 Successors and Assignment. This Agreement will be binding upon and inure to the benefit of both parties and their respective successors and assigns. Nursing Facility may not assign its duties under this Agreement to any other person or entity, unless previously approved by Hospice as reflected in a written agreement among the Parties. Hospice may assign this Agreement to any of its affiliates or any entity controlled by, controlling, or under common control with Hospice upon thirty (30) days' prior written notice to Nursing Facility.

10.5 Limitation on Benefits of This Agreement. It is the explicit intention of the Parties that no person or entity other than the Parties is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the Parties, and that the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall only be enforceable by, the Parties or their respective successors and assigns as permitted hereunder.

10.6 Amendment. This Agreement shall not be amended, altered, or modified, except by an instrument in writing duly executed by the parties.

10.7 Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all prior agreements, contracts, and understandings between the Parties related to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic versions of this Agreement shall have the same legal effect as the originals, and all of which, when fully executed shall constitute one in the same instrument.

10.8 Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of DeKalb County, Twenty-Third Judicial Circuit, State of Illinois or in the United States District Court for the Northern District of Illinois, Western Division.

10.9 Non-Exclusive Agreement. This Agreement is intended to be non-exclusive, and nothing in this Agreement shall affect the right of either Party to use or contract with any other provider, network, health benefit plan, managed care organization or any other entity that provides or arranges for the provision of certain products or services, as contemplated under this Agreement, to appropriate patients.

10.10 Severability. If any part or provision of this Agreement is determined to be invalid or unenforceable under applicable law such part or provision shall be ineffective only to the extent of such invalidity or unenforceability. All remaining parts and provisions shall retain their full force and affect and may be exercised by the Parties to the fullest extent allowed by law.

10.11 Civil Rights. The parties each agree to comply with the following as amended from time to time: Title VI of the Civil Rights Act of 1964; Section 503 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; and any similar state or federal laws, regulations, or other legal mandates applicable to the end that no person in the United States shall, on the grounds of race, color, religion, national origin, Vietnam era and disabled veteran status, sexual orientation, age, gender, marital status, or disability be excluded from admission to, participation in, or otherwise be denied the benefits of, or otherwise subjected to discrimination under, any program or activity for which federal funds are used.

10.12 Further Acts. Each Party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

10.13 Deficit Reduction Act. Section 6032 of the Deficit Reduction Act (“DRA”) requires that certain healthcare providers, including Hospice, provide its contractors and agents with copies of Hospice’s policies regarding certain federal and state civil and criminal false claims statutes. As indicated by CMS, the terms “contractor” and “agent” apply to individuals or entities who, or which, on behalf of Hospice furnish Medicaid health care items or services, perform billing functions, or are involved in the monitoring of health care furnished to Medicaid enrollees. Nursing Facility may be included within these terms. Accordingly, on or before the Effective Date, Hospice shall provide Nursing Facility with a copy of Hospice’s policies and procedures addressing the federal and state civil and criminal false claims statutes as required by the DRA. When performing services under the terms of this Agreement such policies and procedures will apply to Nursing Facility.

10.14 Change in Law. In the event that any federal or state law or regulation is enacted, promulgated, modified, or interpreted to prohibit, materially restrict, or otherwise affect the duties and obligations of one or both of the Parties to this Agreement, then, upon the provision by either Party to the other of written notice thereof (the “Change Notice”), the Parties agree promptly to negotiate in good faith to amend or substitute the Agreement to permit the Parties to carry out their original intentions. In the event that the Parties cannot reach agreement within sixty (60) days of such Change Notice, then the Agreement shall

immediately terminate upon the provision of written notification of such termination by either Party to the other.

10.15 Use of Name or Marks. Nursing Facility shall not have the right to use the name, symbols, trademarks, or service marks of Hospice in advertising or promotional materials or otherwise without receiving the prior written approval of Hospice.

10.16 Force Majeure. Hospice and Nursing Facility each shall be excused from performance and liability under this Agreement to the extent that such performance is prevented by an Act of God, strike or other labor dispute, war condition, act of terrorism, civil disorder, embargo, fire, flood, accident or any other casualty beyond the reasonable control of such Party and not caused by the fault or negligence of such Party, but the term of this Agreement shall not be extended accordingly.

10.17 Fraud and Abuse Compliance. It is the intent of the Parties that this Agreement and the performance of the Parties' duties hereunder shall not violate the Anti-Kickback Statute and/or the Stark Law. Hospice and Nursing Facility acknowledge and agree that the compensation set forth herein represents the fair market value for the services described in this Agreement, and was negotiated in an arms-length transaction and was not determined in a manner which takes into account the volume or value of any referrals or business which may otherwise be generated between Hospice and Nursing Facility. This Agreement does not involve the counseling or promotion of a business arrangement that violates state or federal law. Nothing contained in this Agreement shall be construed in any manner as an obligation, inducement, solicitation, payment, or remuneration for the referral of services or items reimbursable by a federal health care program. Moreover, Hospice and Nursing Facility will comply, in all material respects, with all applicable federal, state, and local laws and regulations, including fraud and abuse laws and regulations.

10.18 Certification of Non-Violation. Hospice certifies that Hospice, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Hospice further certifies by signing the Contract documents that it, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing (or attempting to fix prices) as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of, or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer or employee's official capacity. Nor has Hospice made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

10.19 Conflict of Interest. Both parties affirm no DeKalb County officer or elected official has a direct or indirect pecuniary interest in Hospice or this Agreement, or, if any DeKalb County officer or elected official does have a direct or indirect pecuniary interest in Hospice or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with the Public Officer Prohibited Activities Act (50 ILCS 105/3).

10.20 Cooperation with Surveys, Investigations and Audits. If Hospice is surveyed by a federal, state, or local regulatory body, Nursing Facility will provide any information from its records that may be reasonably requested by Hospice or required by the regulatory body regarding the services provided by Nursing Facility for Hospice under this Agreement during the time period in question. If Hospice is surveyed, inspected, audited, and/or alleged to have committed any legal or regulatory violation by any federal, state, or local government or regulatory agency with respect to any service provided by Nursing Facility under this Agreement, Nursing Facility agrees to cooperate fully in the investigation and/or defense of any such survey, inspection, audit, or defense of alleged violation, including making its employees and contractors

available for inspection and review by Hospice or its designee(s) and participating and cooperating in any other manner that is reasonably requested by Hospice or its designee(s).

10.21 Criminal Checks. Hospice and Nursing Facility shall conduct criminal background checks on each of its respective employees, agents, and contractors as required by applicable state and federal law, if any, and will provide verification to the other Party upon request that such criminal background checks have been conducted, and the results thereof. At a minimum, Nursing Facility shall conduct criminal background checks on all Nursing Facility personnel (whether employed or contracted) with direct Resident Patient contact or direct access to Resident Patient records in accordance with State law requirements, and in the absence of such State law requirements such criminal background checks shall be completed as soon as possible, but no later than within three (3) months of hiring or contracting with such Nursing Facility personnel in all states that such personnel has lived or worked in the prior three (3) year period.

10.22 Elder Justice Act. The Parties shall comply with the applicable requirements, including reporting requirements, of Section 1150B of the Social Security Act, as implemented by Section 6703(b)(3) of the Patient Protection and Affordable Care Act of 2010.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first herein set forth.

Dekalb County Rehab & Nursing Center:

Signature

Name

Title

NPI#: _____

SouthernCare Inc. d/b/a Heartland Hospice (Rockford):

Signature

Name

Title

SCHEDULE A

Medicaid Eligible Resident Patient. Hospice agrees to pay Nursing Facility One Hundred Percent (100%) of the then current per diem Medicaid rate that would have otherwise been paid to Nursing Facility for Nursing Facility Room and Board Services by Medicaid for each Residential Hospice Care Day provided to a Medicaid Eligible Resident Patient had the Resident not elected the Medicare or Medicaid hospice benefit.

EXHIBIT A

FORM W-9



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS OF PAYMENTS (ACH DEBITS)

- Please complete the entire form; incomplete forms will be returned.
- Please verify your ABA routing number and account number with your bank prior to submitting form.
- Please include a **copy of a voided check or bank letter** along with this form to avoid errors in processing.

VENDOR NAME: _____

MAILING ADDRESS: _____

MAILING CITY, STATE, AND ZIP: _____

Remittance Information – All Fields Required

Contact Name (please print): _____

Contact Title (if other than the Payee): _____

Telephone: (_____) _____ Fax: (_____) _____

Remittance Email(s) – *Up to two email addresses may be on file*

Email #1: _____ @ _____

Email #2: _____ @ _____ (Optional)

Federal TIN: _____ **(must match W9 on file)**

REQUIRED - CHOOSE ONE: New ACH _____ Change to Existing ACH _____ Stop ACH _____

CHOOSE ACCOUNT TYPE: Checking _____ Savings _____

ABA ROUTING NUMBER	ACCOUNT NUMBER	BANK NAME
BANK ADDRESS		BRANCH TELEPHONE

Voided Check Received	ACH Test Setup Date And Initials	Date Completed and Initials

I hereby authorize Gentiva Hospice to transmit payments to the account indicated above. This Authority is to remain in full force and effect until Gentiva Hospice has received written notification from us of its termination in such time and in such manner as to afford Gentiva Hospice and the Depository reasonable time to act on it. I certify that I have the authority to approve ACH Transaction and sign this agreement.

Authorized Signature: _____ **Date:** _____

By signing this document, you are stating your authority to make the above-mentioned changes.

AP Specialist's Name: _____

To Be Completed by Vendor Team	
Date Received: _____	Date Updated in System: _____
Update Completed By: _____	

10.19.22