

**RESOLUTION
R2024-034**

A Resolution Authorizing the County Administrator to Execute the Inpatient Care 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 Inpatient Care 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

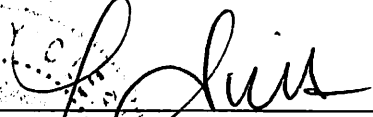
WHEREAS, Jordan Healthcare Group and the Human & Health Services Committee have reviewed the Inpatient Care Services Agreement ("Exhibit A") and believes that it is in the best interest of the DCRNC to enter into said agreement; and

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board hereby authorizes the County Administrator to execute the Agreement for Inpatient Care Services with Heartland Hospice.


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

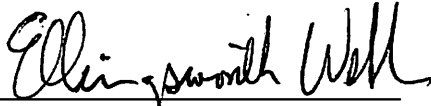
ATTEST:

SIGNED:



Tasha Sims
DeKalb County Clerk





Ellingsworth Webb, Chair
DeKalb County Board

SKILLED NURSING FACILITY

INPATIENT CARE SERVICES AGREEMENT

THIS SKILLED NURSING FACILITY INPATIENT CARE SERVICES AGREEMENT (“Agreement”) is made effective this 1st day of March, 2024 (“Effective Date”), by and between SouthernCare, Inc. d/b/a Heartland Hospice (Rockford) (“Hospice”) and Dekalb County Rehab & Nursing Center (“SNF”)(each a "Party" and collectively the "Parties").

RECITALS

- A. Hospice provides a comprehensive set of palliative (rather than curative) services identified and coordinated by an Interdisciplinary Team for the physical, psychosocial, spiritual, and emotional needs of terminally ill patients and/or family members, as delineated in a specific Plan of Care.
- B. On occasion, Patients need inpatient care for pain control or symptom management related to their terminal illness, or to provide their caregivers a short respite from providing care.
- C. SNF owns and operates a skilled nursing facility offering long term patient care and related services.
- D. Hospice and SNF are Medicare certified and duly licensed to provide their respective hospice and skilled nursing facility services in the state of Illinois (“State”).
- E. Hospice wishes to engage SNF to provide inpatient care and services related to Patients’ terminal illnesses and SNF wishes to provide such services to Hospice’s patients.

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

ARTICLE I DEFINITIONS

1.1 “Attending Physician” means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State 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 “Hospice Physician” means a doctor of medicine or osteopathy who is an employee or is under contract with the Hospice.

1.3 “Hospice Services” means those services provided to a Patient for the palliation and management of such Patient’s terminal illness, whether directly or under arrangement by Hospice, as specified in the Plan of Care. Hospice Services include nursing care and services by or under the supervision of a registered nurse; medical social services provided by a qualified social worker under the direction of a physician; physician services to the extent that these services are not provided by the Attending Physician; counseling services (including bereavement, dietary and spiritual counseling); physical therapy, occupational therapy, and speech language pathology services; hospice aide, volunteer, and homemaker services; medical supplies (including drugs and biologicals) and medical appliances.

1.4 “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.

1.5 “Medicare and/or Medicaid Patient” means a Patient who is eligible for and has elected to receive the Medicare and/or Medicaid hospice benefit.

1.6 “Patient” means an individual who elects, directly or through such individual’s legal representative, to receive Hospice Services and is accepted by Hospice to receive Hospice Services.

1.7 “Plan of Care” means an individualized written plan of care established, reviewed and revised by the Interdisciplinary Team, in collaboration with the Attending Physician (if any), the Patient or representative and the primary caregiver in accordance with the Patient’s needs if any of them so desire.

1.8 “Private Pay Patient” means a 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.

1.9 “Respite Care” means Short-Term Inpatient Care provided to a Patient as necessary to give the Patient’s caregivers relief from providing care at home, not to exceed a maximum of five (5) consecutive days.

1.10 “Short-Term Inpatient Care” means general SNF patient care services furnished by SNF to a Patient as necessary to control such Patient's pain, manage such Patient's symptoms, provide such Patient with stabilizing treatment, or furnish such Patient with other Hospice Services that cannot be provided in an outpatient setting. All such Short-Term Inpatient Care services shall be related to a Patient’s terminal illness.

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

ARTICLE II HOSPICE OBLIGATIONS

2.1 Professional Management Responsibility. Hospice assumes the professional management responsibility of the Patient, and will retain administrative and financial management, and oversight of staff and services provided by SNF to Patient. Professional management includes providing medical direction and management of each Patient; nursing; counseling, (including spiritual, dietary, and bereavement); social work; providing medical supplies, durable medical equipment, and drugs necessary for the palliation of pain and symptoms associated with the terminal illness and related conditions; and all other Hospice services that are necessary for the care of the Patient’s terminal illness and related conditions. Hospice Patients shall be accepted for care only by Hospice.

2.2 Plan of Care; Policies and Procedures; Palliative Care Protocols. Hospice shall supply SNF with a copy of each Patient’s Plan of Care at the time of admission to the SNF, or as soon thereafter as possible, and specify the SNF Services to be furnished. Hospice assumes responsibility for determining the appropriate course of Hospice care, including the determination to change the level of services provided. The Plan of Care should be maintained in consultation with SNF representatives during the period the Patient is admitted to the SNF. Hospice shall communicate to SNF any changes in the condition of Patients which

require updating the Plan of Care for each Patient, and provide SNF with the updated Plan of Care, if applicable. Any changes in the Plan of Care should be discussed with the Patient or representative. Hospice shall make available to SNF information concerning Hospice's applicable policies and procedures and palliative care protocols.

2.3 Training. Hospice will provide orientation about the hospice philosophy to any SNF personnel who will be providing SNF Services to Patients and document a description of the training, the names of those giving the training and the names of those in attendance. SNF agrees to make such personnel available for such training at times mutually agreed upon.

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

2.5 Coordination of Care. Hospice shall identify an individual ("Hospice Designee"), who is a member of the IDT, responsible for the implementation of the provisions of this Agreement, and any amendments thereto, in conjunction with the SNF Designee. The name of the Hospice Designee shall be communicated to SNF, in writing, at the time of admission of a Patient to the SNF, or as soon thereafter as possible. The Hospice Designee is responsible for: (a) providing overall coordination of the Hospice Services with the SNF Designee; and (b) communicating with SNF representatives and other health care providers participating in the provision of care for the terminal illness and related conditions and other conditions to ensure quality of care for the Patient and family.

2.6 Patient Care Information Provided. Hospice shall provide the SNF Designee with the following:

- (a) A copy of the Hospice election form and any advance directives specific to each Patient;
- (b) A copy of the physician certification and recertification of the terminal illness specific to each Patient;
- (c) Names and contact information for Hospice personnel involved in the Hospice care of each Patient;
- (d) Instructions on how to access the Hospice's twenty-four (24) hour on-call system;
- (e) A copy of Hospice medication information specific to each Patient; and
- (f) A copy of Hospice physician and Attending Physician (if any) orders specific to each Patient.

All physician orders communicated to SNF on behalf of Hospice in connection with the Plan of Care will be in writing and signed by the applicable Attending Physician or Hospice Physician; provided, 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.

2.7 Provision of Bereavement Services. Hospice may make bereavement counseling services available to SNF personnel. SNF shall notify the Hospice within a reasonable time upon learning of SNF personnel who may benefit from bereavement services. 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 SNF administrator within twenty-four (24) hours of the Hospice becoming aware of the alleged violation, and as otherwise may be required by state law.

2.8 Cooperation. Hospice shall provide assistance to and cooperate with SNF as may be reasonable and necessary to satisfy its responsibilities and accomplish the purpose and intent of this Agreement.

**ARTICLE III
SNF OBLIGATIONS**

3.1 SNF Services. Subject to the terms and conditions herein, and at the request of Hospice, SNF shall provide the following services to Hospice Patients in accordance with all applicable federal and state laws and other applicable professional standards (collectively the "SNF Services"):

(a) Short-Term Inpatient Care services;

(b) Respite Care services;

(c) Twenty-four (24) hour nursing services to meet the nursing needs of all Patients. Each Patient will receive all nursing services as prescribed and will be kept comfortable, clean, well-groomed, and protected from accident, injury, and infection. If at least one Patient in the SNF is receiving short-term inpatient care services, then each shift will include a registered nurse who provides direct patient care. Each shift does not need to include a registered nurse who provides direct patient care for the purposes of Respite Care unless required to meet the Patient's needs and furnished in accordance with the Plan of Care, or as otherwise may be required by state law; and

(d) Other professional and medical services including, but not be limited to the following: physician services, emergency services; treatments and medications; laboratory, radiology, respiratory, pharmacy, and other ancillary services; nursing services; dietary services; and housekeeping services.

SNF shall ensure that all SNF Services are provided (a) in accordance with the Plan of Care for each Patient and the protocols established by Hospice for the care of such Patients, as amended from time-to-time (b) as ordered and specified by the applicable Attending Physician or Hospice Physician, (c) furnished in a safe and effective manner by qualified personnel and (d) as specifically authorized by Hospice. If there are physician orders that are inconsistent with the Plan of Care or Hospice protocols, a SNF registered nurse shall notify Hospice. An authorized representative of Hospice shall resolve differences directly with the physician and secure the necessary orders.

3.2 Coordination of Services. SNF shall identify a SNF Designee within the SNF. The name of the SNF Designee shall be communicated to Hospice, in writing, at the time of admission of a Patient to the SNF, or as soon thereafter as possible. The SNF Designee shall be responsible for:

(a) collaborating with Hospice representatives and coordinating SNF 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 SNF 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.

3.3 Licensed Professionals. Any SNF Services furnished by SNF's licensed professional must be authorized, delivered, and supervised only by health care professionals who are licensed, certified or registered in accordance with Paragraph 9.7, and who practice under Hospice's policies and procedures. SNF's licensed professionals who provide SNF Services pursuant to the terms of this Agreement agree to actively participate in the coordination of all aspects of the Patient's care, in accordance with current professional standards and practice, including participating in ongoing interdisciplinary comprehensive assessments, developing and evaluating the Plan of Care, and contributing to patient and family counseling and education. SNF's licensed professionals who provide SNF Services pursuant to the terms of this Agreement agree to participate in Hospice's quality assessment and performance improvement program and Hospice sponsored in-service training.

3.4 Availability of Services. SNF Services will be available twenty-four (24) hours a day, seven (7) days a week.

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

3.6 Orientation and Training. The SNF Designee shall be responsible for ensuring that the SNF 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 SNF patients. SNF shall document and have available information regarding Hospice staff Orientation.

3.7 Patient Areas. SNF will provide a home-like atmosphere for Patients to the extent practicable and ensure that patient areas are designed to preserve the dignity, comfort, and privacy of Patients. The SNF will provide:

- (a) Physical space allowing for privacy for Patient and family visiting;
- (b) Accommodations for family members to remain with the Patient throughout the night; and
- (c) Physical space for family privacy after a Patient's death.

3.8 Visitors. SNF shall provide the opportunity for Patients to receive visitors, including infants and small children, at any hour.

3.9 Cooperation. SNF shall permit IDT members identified in the Plan of Care for a given Patient to attend, counsel, and serve such Patient to exercise the professional management responsibility for the provision of SNF Services.

3.10 Clinical Record. SNF shall maintain a clinical record for each Patient, which shall include a record of all SNF Services furnished to each Patient and any other events regarding care that occurred at the SNF. SNF shall provide Hospice with a copy of the Patient's discharge summary at the time of discharge. A copy of the clinical record shall be available to Hospice at the time of discharge.

3.11 Reporting. SNF shall immediately report all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriate of

patient property by Hospice personnel, to the Hospice administrator when the SNF becomes aware of the alleged violation.

3.12 Criminal Background Checks. SNF agrees to conduct criminal background checks on all employees who have direct contact with Patients or access to Patient records in accordance with State law. In the absence of State requirements, criminal background checks shall be completed as soon as possible, but no later than within three (3) months of the date of employment for all states in which the individual has lived or worked during the past three (3) years. SNF agrees to verify, at Hospice's request, that such criminal background checks have been conducted, and the results thereof.

ARTICLE IV INITIATION AND COORDINATION OF SERVICES

4.1 Admissions. A Patient deemed to be in need of SNF Services may be admitted to SNF by the Patient's Attending Physician or Hospice Physician. SNF shall admit Patient as a SNF patient subject to SNF's admission policies and subject to bed availability at SNF and the availability of the necessary resources for the provision of SNF Services as determined by SNF. Upon recommendation of Hospice, and in accordance with the SNF's policies and procedures, SNF shall permit the Patient's Attending Physician, Hospice Physician, and IDG members identified in the Plan of Care for a given Patient to attend, counsel, and serve such Patient to exercise professional management responsibility for the provision of Hospice Services.

4.2 Authorization of Services and Admissions. All SNF admissions of Patients for SNF Services related to the Patient's terminal diagnosis must be authorized in advance by Hospice. Such authorizations by Hospice for admission, except in the case of emergencies, shall be communicated in writing, and in any case, Hospice shall maintain adequate records of all such authorizations for admission. Hospice shall provide SNF with current information concerning the identities of the person(s) authorized to approve Hospice admissions.

Hospice accepts financial responsibility only for such authorized services and admissions and will not be financially responsible for SNF Services rendered to Patients, including physician services, that are not authorized or that are not provided consistent with the Plan of Care, unless the Hospice Medical Director or a designated representative of the Hospice IDT has countersigned or orally agreed to the provision of such services.

4.3 Verification of Services. The SNF Designee and Hospice Designee shall verify that the provisions of Sections 2.2, 2.4, 3.7, 3.11 and 3.2 are met.

ARTICLE V COMPENSATION AND BILLING

5.1 Compensation. Hospice agrees to compensate SNF for SNF Services in accordance with the terms set forth in *Schedule A*, which is attached hereto and incorporated herein by reference.

5.2 Billing. Each month, SNF will submit to Hospice complete and accurate invoices for SNF Services on forms acceptable to both Parties that include information usually provided to third party payors to verify the SNF Services and charges reflected in such billings. Hospice shall make payment within sixty (60) days after receipt of a complete and accurate invoice for those SNF Services for which Hospice is obligated to pay SNF 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. Payment by Hospice in respect of such bills shall be considered final, unless adjustments are requested in writing by SNF within sixty (60) days of receipt of payment, and

documentation sufficient to support the requested adjustment is provided to Hospice. In the event SNF receives payment from Hospice for a services, and either (i) payment for the service is later disallowed or recouped as a result of the acts, errors or omissions of SNF; 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 SNF hereunder or may require SNF to repay such amount immediately upon Hospice's request.

5.3 Financial Record Keeping. SNF will keep accurate books of accounts and records (the "Financial Records") at its principal place of business covering all transactions relating to this Agreement. Not more than once a year, 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 SNF. 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 SNF, to examine SNF's Financial Records and to make copies thereof.

5.4 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 Patient pursuant to this Agreement, Hospice and SNF shall confer with one another and shall reasonably cooperate in the pursuit of any appeal of such denied claims initiated by either Party upon the 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 Breach. Either Party shall have the right to terminate this Agreement in the event of the other Party's breach of this Agreement by providing at least thirty (30) days written notice to the other Party. Any such notice shall specify the cause upon which it is based. The violating Party shall have the thirty (30) days 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. Either Party may terminate this Agreement 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 or any relief taken or suffered by the other Party under any bankruptcy or insolvency act; or (c) any jeopardy to the health or safety of the Hospice Patients. 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. If this Agreement is terminated for any or no reason: (a) SNF shall continue to provide SNF Services to Patient who is a patient on the date of termination until Patient is discharged; and (b) Hospice shall continue to reimburse SNF for services provided to Patient until Patient is discharged in accordance with this Agreement.

ARTICLE VII INSURANCE AND INDEMNIFICATION

7.1 Insurance. Each Party shall obtain and maintain, at its sole cost and expense, professional liability insurance, including coverage for any acts of professional malpractice, covering 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 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 insurance coverage. SNF is self-insured by DeKalb County, Illinois and such self-insurance will suffice for the insurance requirements herein.

7.2 Indemnification. SNF and Hospice, each at its sole expense, shall indemnify and hold harmless the other Party, its officers, agents, servants and employees, from and against any and all lawsuits, claims, causes of action, actions, 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, or intentional acts or omissions of the indemnifying Party, its officers, agents, servants and employees, except to the extent caused by the negligence, intentional actions or omissions of the other Party, its officers, agents, servants or employees. SNF and Hospice each shall give the other Party immediate written notice of any lawsuit, claim, cause of action, action, 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. SNF and Hospice shall each prepare and maintain complete, accurate and detailed clinical records concerning each Patient receiving SNF Services under this Agreement as required by applicable Medicare and Medicaid program requirements, and state law. All entries made for SNF 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. SNF and Hospice shall each retain Patient records for at least six (6) years from the date of death or discharge of each Patient unless state law or other federal law stipulates a longer period of time.

(c) Access. Subject to any required authorization(s) by the Patient (or his/her legal representative), SNF 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 SNF 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 42 U.S.C. 1395x(v)(1)(I) and 42 CFR 420.300 et seq., SNF 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 SNF 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 SNF and Hospice and any respective agents under this Agreement are carried out by means of a subcontract related to SNF and Hospice, and such related organization provides the services at a value or cost of \$10,000.00 or more over a twelve-month period, then the subcontract between SNF 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. It is expressly understood that the systems, methods, procedures, written materials and controls, including this Agreement (collectively "Confidential Information") employed by Hospice in connection with the performance of services under this Agreement are proprietary in nature and shall remain the property of Hospice. Unless prior written approval is obtained from Hospice, SNF shall not, at any time, utilize, distribute, copy, disclose to any other party, except in the performance of SNF's obligations under this Agreement, the Confidential Information. This provision shall survive termination of this Agreement.

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. SNF 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, and regulations related to its present 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 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; 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.

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 Hospice Patients. SNF has familiarized itself with the administrative, record keeping and personal care needs of Hospice Patients. SNF 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.

ARTICLE X GENERAL PROVISIONS

10.1 Quality Assessment Performance Improvement. 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 SNF Services provided pursuant to the terms of this Agreement. SNF 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 SNF pursuant to this Agreement. Hospice shall reasonably

participate in and cooperate with SNF in the conduct of SNF's quality assessment and assurance program as it relates to Patients.

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 SNF:

Dekalb County Rehab & Nursing Center
2600 N. Annie Glidden Road
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 Waiver. 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. SNF 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 SNF.

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.

10.9 Non-Exclusive Agreement. This Agreement is intended to be non-exclusive, and either Party may use any provider for the same or similar services.

10.10 Relationship of Parties. The Parties acknowledge that Hospice and SNF 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 SNF nor any of its employees, contractors or agents are authorized to enter into contracts or agreements on behalf of Hospice. SNF agrees to indemnify and hold Hospice harmless from any and all taxes, penalties and interest due and payable on the compensation paid to SNF. As an independent contractor, SNF's employees, contractors and agents are not eligible for or entitled to, and shall not participate in, Hospice's health or other benefit plans.

10.11 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.

10.12 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.

10.13 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 the Centers for Medicare & Medicaid Services, 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. SNF may be included within these terms. Accordingly, on or before the Effective Date, Hospice shall provide SNF 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 the enclosed policies will apply to SNF.

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, 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, then the Agreement shall immediately terminate after written notification of such termination has been sent by either Party to the other.

10.15 Use of Name or Marks. SNF 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 SNF 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, but the term of this Agreement shall not be extended accordingly.

10.17 Fraud and Abuse Compliance. Hospice and SNF acknowledge and agree that the services described in this Agreement are being provided and paid for at fair market value and do not constitute an improper or illegal inducement, solicitation, payment or remuneration for the referral of services or items reimbursable by a federal health care program. Moreover, Hospice and SNF will comply with all applicable federal, state and local laws and regulations, including fraud and abuse laws and regulations.

10.18 Background Checks/Security. Hospice Provider shall exercise general and overall control of its officers, employees and/or agents. Hospice Provider agrees that no one shall be assigned to perform work at SNF on behalf of Hospice Provider, Hospice Provider's consultants, subcontractors and their respective officers, employees, agents and assigns unless Hospice Provider has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act (20 ILCS 2630/0.01 et seq.), Hospice Provider agrees that the individual shall not be assigned to perform work on or at SNF absent prior written consent from SNF and the DeKalb County Sheriff. SNF, at any time, for any reason and in SNF's sole discretion, may require Hospice Provider and/or Hospice Provider's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

10.19 Certification of Non-Violation. Hospice Provider 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 Provider 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 Provider 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.

10.20 Conflict of Interest. Both parties affirm no DeKalb County officer or elected official has a direct or indirect pecuniary interest in Hospice Provider or this Agreement, or, if any DeKalb County officer or elected official does have a direct or indirect pecuniary interest in Hospice Provider 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).

10.21 Cooperation with Surveys, Investigations and Audits. If Hospice is surveyed by a federal, state or local regulatory body, SNF will provide any information from its records that may be reasonably requested by the regulatory body regarding the services provided by SNF 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 SNF under this Agreement, SNF 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 which is reasonably requested by Hospice or its designee(s).

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.

10.23 Disaster Management. SNF 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. SNF shall immediately notify Hospice of (a) a significant change in a patient's physical, mental, social, or emotional status; (b) if clinical complications appear that suggest a need to alter the Plan of Care; (c) there is a need to transfer the patient from the SNF; (d) the patient dies; or (e) of any crisis situation or temporary emergency and the resulting changes, to patient locations and/or Plan of Care, if any. Hospice shall cooperate fully with SNF and emergency officials within the community.

10.24 FOIA. 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 Provider 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 Provider 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 Inpatient Facility to assert on its behalf within the responsive request period above

SNF 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.

(Signature page follows)

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
COMPENSATION**

1. Short Term Inpatient Care.

a. Patients with Medicare and/or Medicaid. SNF agrees to accept as payment in full for SNF Services, including but not limited to room and board, ancillary services, and all other services authorized by Hospice and provided by SNF under this Agreement to Medicare and/or Medicaid Patients, a fixed payment rate for each Short Term Inpatient Care day (except the day on which the Medicare and/or Medicaid Patient is discharged, unless such patient's discharge is due to death). Such fixed payment rates shall be equal to Sixty Percent (60.0%) of the then current payment amounts for general inpatient care as established, calculated, restricted, and limited by the Centers for Medicare & Medicaid Services ("CMS") pursuant to applicable Federal law and regulations, as such law and regulations shall be amended from time to time, or the applicable Medicaid rate as set by the State agency responsible for administering the Medicaid program in the respective State. Hospice will not be financially responsible for Short Term Inpatient Care provided by SNF without the prior authorization of Hospice.

b. Commercially-Insured Patients for Whom Hospice is an In-Network Provider. For Patients with commercial insurance through an insurer for whom Hospice has a then-current contract as an in-network provider, SNF agrees to accept as payment in full for SNF Services, including but not limited to room and board, ancillary services, and all other services authorized by Hospice and provided by SNF under this Agreement, a fixed payment rate for each Short Term Inpatient Care day. Such fixed payment rates shall be equal to Ninety Five Percent (95.0%) of the then current payment amounts for Hospice general inpatient or short term inpatient care, as applicable and as established by the Patient's commercial insurer. Hospice will not be financially responsible for Short Term Inpatient Care provided by SNF without the prior authorization of Hospice.

2. Respite Care.

a. Patients with Medicare and/or Medicaid. SNF agrees to accept as payment in full for SNF Services, including but not limited to room and board, ancillary services, and all other services authorized by Hospice and provided by SNF under this Agreement to Medicare and/or Medicaid Patients, a fixed payment rate for each Respite Care day (except the day on which the Medicare and/or Medicaid Patient is discharged unless such patient's discharge is due to death), not to exceed five (5) consecutive days. Such fixed payment rates shall be equal to Sixty Percent (60.0%) of the then current payment amounts for inpatient respite care as, established, calculated, restricted, and limited by CMS pursuant to applicable Federal law and regulations, as such law and regulations shall be amended from time to time, and/or the applicable Medicaid rate as set by the State agency responsible for administering the Medicaid program in the respective State. Hospice will not be financially responsible for Respite Care provided by SNF without the prior authorization of Hospice.

b. Commercially-Insured Patients for Whom Hospice is an In-Network Provider. For Patients with commercial insurance through an insurer for whom Hospice has a then-current contract as an in-network provider, SNF agrees to accept as payment in full for SNF Services, including but not limited to room and board, ancillary services, and all other services authorized by Hospice and provided by SNF under this Agreement, a fixed payment rate for each Respite Care day. Such fixed payment rates shall be equal to Ninety Five Percent (95.0%) of the then current payment amounts for inpatient respite care, as established by the Patient's commercial insurer. Hospice will not be financially responsible for Respite Care provided by SNF without the prior authorization of Hospice.

3. Outpatient Services.

a. Patients with Medicare and/or Medicaid. SNF agrees to accept as payment in full for outpatient services expressly requested and authorized by Hospice for Medicare and/or Medicaid Patients and

provided by SNF under this Agreement at the prevailing applicable Medicare or Medicaid rate for such services. Hospice will not be financially responsible for outpatient services provided without the express request and prior authorization of Hospice.

b. Commercially-Insured Patients for Whom Hospice is an In-Network Provider. For Patients with commercial insurance through an insurer for whom Hospice has a then-current contract as an in-network provider, SNF agrees to accept as payment in full for out-patient services expressly requested and authorized by Hospice for the Patient and provided by SNF under this Agreement the rate established by the Patient's commercial insurer for such services. Hospice will not be financially responsible for out-patient services provided without the express request and prior authorization of Hospice.

4. Private Pay Patients. For Patients who are uninsured or commercially-insured by an insurer for whom Hospice does not have a contract as an in-network provider, SNF agrees to bill usual and customary charges directly to Private Pay Patient or the applicable third party payor, and to accept as payment in full such amounts received from such patients or such payors for SNF Services, including but not limited to room and board, ancillary services, outpatient services, and all other services provided under this Agreement.

EXHIBIT A

FORM W-9



Gentiva Hospice | Accounts Payable Return Completed Form to: Heartland.1099@curohs.com

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: _____	