

RESOLUTION
R2024-076

A Resolution Authorizing the DCRNC Administrator to Execute the Hospice Services Agreement with Unity Hospice of Western Illinois

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

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

WHEREAS, representatives of Unity Hospice of Western Illinois 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 Vitas Healthcare; and

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

WHEREAS, the Human & Health Services Committee has 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 the DeKalb County Board hereby authorizes the DCRNC Administrator to execute the Hospice Services Agreement with Unity Hospice of Western Illinois.

PASSED THIS 26TH DAY OF JUNE, 2024 AT SYCAMORE, ILLINOIS

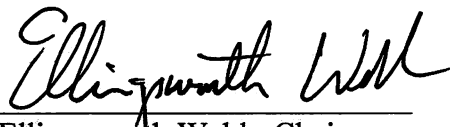
ATTEST:

SIGNED:



Tasha Sims
DeKalb County Clerk





Ellingsworth Webb, Chair
DeKalb County Board

HOSPICE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between Unity Hospice of Western Illinois, LLC, 915 North Caron, Rochelle, Illinois 61068 ("Unity") and _____, _____, Illinois ("Nursing Facility").

WITNESSETH

WHEREAS, Nursing Facility is a licensed nursing facility located at _____, Illinois, which has and may have among its residents terminally ill individuals in need of hospice services payable in whole or part by Medicare, Medicaid, other third-party insurance, or private means; and

WHEREAS, Nursing Facility wishes to arrange for hospice services for such terminally ill residents; and

WHEREAS, Unity is licensed as a hospice in the State of Illinois; and

WHEREAS, Unity is willing and able to provide hospice services to qualified residents of Nursing Facility and their families;

WHEREAS, applicable laws, including recent revisions of the Hospice Conditions of Participation enacted by Medicare, require certain provisions to be stated in a written agreement between Unity and Nursing Facility, in order to provide such hospice services.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. INCORPORATION OF RECITALS

The foregoing recitals are hereby made an integral part of this Agreement and are incorporated herein as if fully set forth.

II. ELIGIBLE RESIDENTS/PATIENTS

A resident of Nursing Facility shall be qualified to receive services from Unity as a hospice patient in accordance with the terms of this Agreement if such resident:

- a. Maintains his or her residence at Nursing Facility;
- b. Will receive coverage for hospice services from Medicare, Medicaid, or other third-party insurance, or can otherwise afford such services through private means;
- c. Elects to receive hospice services from Unity by completing such written election forms as may be prescribed by Unity; and

- d. Satisfies any and all eligibility criteria maintained by Unity, including criteria for defining terminal illness, as shall be determined in the sole discretion of Unity.

A resident of Nursing Facility who is deemed qualified and accepted by Unity to receive hospice services pursuant to this Agreement shall hereinafter be referred to as a "Resident Hospice Patient."

III. CUMULATIVE SERVICES

The services provided by Unity and Nursing Facility under the terms of this Agreement shall be in addition to, and not a substitute for, the services routinely provided to residents by Nursing Facility according to its agreements with residents and applicable state and federal laws and regulations.

IV. REPRESENTATIONS OF UNITY

Unity hereby represents and warrants as follows:

A. Licensure

At all times during the term of this Agreement, Unity is a properly licensed hospice under the laws of the State of Illinois. Unity's state license number is 2002517.

B. Insurance

At all times during the term of this Agreement, Unity carries such liability insurance as is reasonable in the marketplace and, upon the request of Nursing Facility, shall provide proof of same.

C. Notification of Adverse Change in Licensure

Unity shall immediately notify Nursing Facility of any material restriction, suspension, revocation, or termination of its license.

V. SERVICES TO BE PROVIDED BY UNITY

Unity hereby agrees to provide the following services:

A. Hospice Services

1. General

Unity shall make available to Resident Hospice Patient, on an as-needed basis as determined by Unity and Nursing Facility pursuant to this Agreement and as otherwise required by law, the full range of hospice services for which Unity is licensed in the State of Illinois. Unity will provide its services at the same level and to the same extent as those services would be provided if the Resident Hospice Patient were in their own home. Unity and Nursing Facility shall together determine the schedule for delivery of such services. Services may include but are

not limited to: (1) Nursing services; (2) Physician services; (3) Medical social services; (4) Counseling services, including bereavement counseling, spiritual counseling, and dietary evaluation; (5) Medical appliances and supplies; (6) Home health aide services; (7) Physical therapy, occupational therapy, and speech therapy; (8) Continuous care during periods of crisis; and (9) Short-term inpatient care. Unity shall also provide all prescription drugs, pharmaceuticals, medical equipment and supplies relating to a Resident Hospice Patient's terminal illness as may be specified in such Resident Hospice Patient's Plan of Care. Unity and Nursing Facility together shall provide bereavement services to Nursing Facility staff who have provided care to Unity hospice patients, which staff members are able to participate in Unity's general bereavement program provided to family members and others effected by the death of its hospice patients. Unity reserves the right to subcontract for the provision of any services required to be provided hereunder as authorized by applicable state and federal laws and regulations and, if a subcontract is used, Unity shall maintain professional, financial, and administrative responsibility for the services rendered and shall assure that the qualifications of staff and services provided meet the requirements of applicable laws and regulations. Unity shall be fully responsible for managing the hospice services provided to each Resident Hospice Patient covered by this Agreement.

2. Interdisciplinary Group

As required by state and federal laws and regulations, Unity shall maintain an Interdisciplinary Group consisting of at least the following persons: (1) a doctor of medicine or osteopathy; (2) a registered nurse; (3) a social worker; and (4) a pastoral or other counselor. The responsibilities of the Interdisciplinary Group shall be to:

- a. Participate with the Nursing Facility in the establishment of the Plan of Care for each Resident Hospice Patient;
- b. Periodically review and update the Plan of Care for each Resident Hospice Patient in coordination with the Nursing Facility;
- c. Provide and supervise the provision of hospice services; and
- d. Perform such other responsibilities as may be imposed by state and federal laws and regulations.

B. Hospice Eligibility Criteria

Unity shall maintain a written policy governing eligibility of patients for its services. As requested, a copy of such policy and any modification thereto shall be transmitted to Nursing Facility as soon as reasonably possible.

C. Certification and Re-certification

1. Certification by Unity

Upon receipt of a request for hospice services to be provided to a resident of Nursing Facility, Unity shall conduct an initial assessment and evaluation to determine whether such resident qualifies for hospice services according to Unity's written policy governing eligibility of patients, the requirements for eligibility stated in this Agreement, and all relevant state and federal laws and regulations.

2. Notification of Certification and Signature

Unity shall notify Nursing Facility as to its determination of eligibility for each patient for whom hospice services are requested under this Agreement. For each patient accepted by Unity to receive hospice services, the determination of eligibility shall be signed by Unity's Medical Director or physician member of Unity's Interdisciplinary Group as defined above and the Resident Hospice Patient's attending physician, if any.

3. Unity Responsible for Obtaining Certification of Attending Physician

Unity shall be responsible for procuring the signature of the patient's attending physician for certification for hospice services as required by state and federal laws and regulations.

4. Re-certification

Unity, by its Medical Director or physician member of its Interdisciplinary Group, shall periodically re-certify that each Resident Hospice Patient is eligible to continue to receive hospice services under this Agreement. Re-certification shall occur no less often than required by state and federal laws and regulations.

D. Election of Hospice Care

Unity shall be responsible for obtaining each Resident Hospice Patient's election of hospice benefits and waiver of Medicare or Medicaid benefits as applicable and in accordance with state and federal laws and regulations.

E. Communication and Hospice Plan of Care

Unity and Nursing Facility will communicate through in person discussions and phone conversations among their staff members which are documented on their standard documentation forms and in accordance with their standard procedures, as well as via fax and electronic systems, all as deemed appropriate or necessary in each given situation to ensure the needs of each Resident Hospice Patient are addressed and met 24 hours a day. In accordance with applicable federal and state laws and regulations and Unity's policies and procedures, Unity and Nursing Facility shall jointly develop a Plan of Care for each Resident Hospice Patient. The Plan of Care and any changes thereto are to be discussed with the Resident Hospice Patient or representative, and Nursing Facility representatives, and must be approved by Unity before implementation. With the consent of the Resident Hospice Patient (or his/her legal representative), Unity shall furnish Nursing Facility with a copy of such Plan of Care. Unity shall also furnish Nursing Facility with a copy of any modifications to such Plan of Care as soon as possible after such modifications are made.

F. Clinical Record

Unity shall provide for the creation and maintenance of a clinical record for each Resident Hospice Patient. Included in the clinical record shall be Unity's initial assessment and certification for services and any re-certifications, the Plan of Care and all modifications thereto, a record of all medications prescribed and delivered to the Resident Hospice Patient, all clinical notes written by the Resident Hospice Patient's attending physician, Unity's Medical Director or other physician engaged by Unity, and all other professionals and volunteers of Unity and Nursing Facility relating to the care of the Resident Hospice Patient. All clinical records shall be prepared and maintained in accordance with applicable state and federal laws and regulations and Unity's policies and procedures.

G. Notification of Adverse Change in Patient's Condition

It is Unity's responsibility to determine the appropriate course of hospice care, including any changes to the level of hospice services provided. Unity shall promptly notify Nursing Facility of any material change in a Resident Hospice Patient's condition or needs and shall consult with Nursing Facility with respect thereto.

VI. REPRESENTATIONS OF NURSING FACILITY

Nursing Facility hereby represents and warrants as follows:

A. Licensure and Certification of Facility

Currently, and at all times during the term of this Agreement, Nursing Facility is and shall remain a properly licensed facility under the laws of the State of Illinois and is and shall be certified by the Illinois State Medicaid plan. Nursing Facility's state license number is _____ and its Medicaid provider number is _____.

B. Licensure and Inservice of Personnel

Currently, and at all times during the term of this Agreement, all personnel engaged by Nursing Facility to provide services to Resident Hospice Patients under this Agreement are and shall remain properly licensed and/or certified according to all applicable state and federal laws and regulations and are and shall continue to participate in inservice training relating to hospice care as provided in this Agreement and according to Unity's policies and procedures.

C. Insurance

Currently and at all times during the term of this Agreement, Nursing Facility carries and shall carry such liability insurance as is reasonable in the marketplace and, upon the reasonable request of Unity, shall provide proof of same.

D. Notification of Adverse Change in Licensure

Nursing Facility shall immediately notify Unity of any material restriction, suspension, revocation, or termination of its license or any license of its personnel.

VII. SERVICES TO BE PROVIDED BY NURSING FACILITY

Nursing Facility hereby agrees to provide the following services:

A. Room and Board

1. Nursing Facility shall provide "Room and Board" services in the form of personal care services to each Resident Hospice Patient. It is Nursing Facility's responsibility to continue to furnish 24 hour room and board care, meeting the personal care and nursing needs that would have been provided by the primary giver at home at the same level of care provided before hospice care was elected. Such Room and Board services shall include but not be limited to such services as:
 1. Activities in assistance of daily living, including:
 - a. Ambulation
 - b. Bathing
 - c. Dressing
 - d. Eating
 - e. Using the toilet
 - f. Bladder and bowel control
 2. Socializing activities, including those that are regularly made available to residents of Nursing Facility who are not Resident Hospice Patients;
 3. Administration of medication as prescribed in the Plan of Care;
 4. Providing room and bed space for each Resident Hospice Patient and maintaining cleanliness of each Resident Hospice Patient's room, clothing, and general surroundings;
 5. Providing such durable medical equipment as is regularly available to residents of Nursing Facility who are not Resident Hospice Patients and supervising and assisting in use thereof;
 6. Supervising and assisting in the use of durable medical equipment as prescribed in the Plan of Care;
 7. Preparation and serving of meals as regularly available to residents of Nursing Facility who are not Resident Hospice Patients or as otherwise prescribed in the Plan of Care; and
 8. Supervising and assisting in such other activities as are regularly available to residents of Nursing Facility who are not Resident Hospice Patients, such as appropriate exercises, special events, and outings.

B. Other Services

Nursing Facility shall provide such additional services and perform such additional obligations as required to effectuate the terms of this Agreement, as may reasonably be requested by Unity, and as necessary to meet the special needs of Resident Hospice Patients, including but not limited to:

1. Arranging for the Director of Nursing or other key nursing staff as agreed to by Unity to be available on a reasonable basis determined by the parties in accordance with Unity's policies and procedures to consult with Unity and participate in evaluating the condition of and care being rendered to each Resident Hospice Patient and participating in the review and development of the Plan of Care for each such Resident Hospice Patient;
2. Arranging for the Medical Director, Director of Nursing or other key personnel as agreed to by Unity to participate in Unity's quality assurance program to review clinical outcomes, incident reports, and other matters relating to quality of care for each Resident Hospice Patient;
3. Providing nursing supervision, attendant and aide services as necessary to carry out each Resident Hospice Patient's Plan of Care during the periods when Unity's personnel are not on-site at the Nursing Facility;
4. Providing access to and copies of the medical records of residents relating to periods prior to the initiation of hospice services under this Agreement as needed by Unity to perform its obligations under this Agreement or as required by state and federal laws and regulations;
5. Arranging for the Director of Nursing or other nursing personnel as agreed to by Unity to participate in and develop a bereavement counseling plan for family members of each Resident Hospice Patient;
6. Arranging for appropriate personnel to participate in initial and ongoing hospice training programs to familiarize such personnel with the elements of hospice care and with Unity's personnel, policies, and procedures. Personnel subject to this requirement shall include but not be limited to: the Medical Director, Director of Nursing, nurses, social workers, pharmacist, Director of Admissions and all other persons having contact with a Resident Hospice Patient whose ability to provide care for such Resident Hospice Patient would be enhanced by participation in the training program;
7. Providing unrestricted access to Resident Hospice Patients by Unity personnel on a twenty-four hour, seven day a week basis as necessary for Unity to provide services and counseling to such Resident Hospice Patients;
8. Developing policies and protocols consistent with recognized standards of care as reasonable and necessary to effectuate the terms of this Agreement;

9. Not transferring any Resident Hospice Patient out of Nursing Facility or to another health care setting without the prior approval of Unity except as may be medically necessary for reasons unrelated to the Resident Hospice Patient's terminal illness, Nursing Facility to bear the costs of any inappropriate transfers made under this provision and any other transfers made without the approval of Unity;
10. Immediately notify and consult with Unity if there is a significant change in the patient's physical, mental, social or emotional status; or if clinical complications occur which suggest the need to alter the Resident Hospice Patient's plan of care; a need to transfer the Resident Hospice Patient from Nursing Facility; or if the Resident Hospice Patient dies.
11. Not materially changing a Resident Hospice Patient's care without prior notification to Unity, except as may be medically necessary for reasons unrelated to the Resident Hospice Patient's terminal illness; and
12. Cooperating with Unity to reach an agreement for the provision of drugs, pharmaceuticals, medical equipment and medical supplies in the event that Unity seeks to purchase such items from Nursing Facility.

C. Nondiscrimination

Nursing Facility shall offer and provide the same availability, level, and quality of services to Resident Hospice Patients as it does to non-Resident Hospice Patients in accordance with the terms of its agreements with such patients and as required by state and federal laws and regulations and shall not discriminate on the basis of race, color, national origin, handicap, religion, sex, age or as otherwise proscribed by law.

VIII. PROVISION FOR INPATIENT SERVICES

If Unity makes the determination, in accordance with its policies and procedures and applicable state and federal laws and regulations and in coordination with Nursing Facility, that a Resident Hospice Patient requires short-term inpatient care at another facility for acute symptoms relating to his/her terminal illness, Unity shall arrange for such Resident Hospice Patient to be transferred to and from an appropriate facility as determined solely by Unity. Unity shall be responsible for paying or making arrangements for paying the costs of such transportation and inpatient care provided to such Resident Hospice Patient. Upon the Resident Hospice Patient's discharge from such inpatient care, Nursing Facility agrees to allow the Resident Hospice Patient to return to the Nursing Facility as may be required by its agreement with the Resident Hospice Patient and state and federal laws and regulations and to work with Unity to procure an alternative residence for such patient if necessary.

IX. BILLING AND PAYMENT

A. Medicaid Patients

1. Rates

. “The fixed payment rate shall be One Hundred percent (100%) of the facility’s then current Interim Total Medicaid Per Diem Rate inclusive of the Interim County Contribution Rate that would have been paid by the Medicaid program to facility if the Medicaid eligible hospice patient had not elected to receive hospice care.”

Unity shall pay Nursing Facility the following rate per day for Room and Board services provided by Nursing Facility pursuant to this Agreement to Resident Hospice Patients who are Medicaid-approved long-term care beneficiaries: a Per Resident Hospice Patient payment equal to (i) 100% of the Nursing Facility’s regular Medicaid payment rate for room and board less (ii) the amount of personal financial responsibility of Resident Hospice Patient. The obligation of this payment will be based upon the amount Unity receives in accordance with public aid rules and regulations for Medicaid hospice reimbursement for patients residing in nursing facilities at the time of service.

2. Nursing Facility to Seek Payment From Unity

For all Resident Hospice Patients who are Medicaid-approved beneficiaries, Nursing Facility agrees to look solely to Unity for payment for Room and Board services rendered pursuant to this Agreement except to the extent that the Resident Hospice Patient is personally responsible for payment for such services.

3. Determination and Collection of Resident Hospice Patient's Personal Financial Responsibility and Qualification for Room and Board Reimbursement

Nursing Facility shall be responsible for determining each Resident Hospice Patient's personal financial responsibility for payment for services covered by this Agreement, if any, and shall clearly show such amount on its bills to Unity for services rendered hereunder. Nursing Facility shall be solely responsible for collecting such amounts of personal obligation from each Resident Hospice Patient, and Unity shall in no way be liable or responsible for collecting or paying such amounts. Nursing Facility shall be solely responsible for timely qualifying each Resident Hospice Patient for reimbursement for long-term care Room and Board services as a Medicaid-approved beneficiary in accordance with applicable public aid rules and regulations.

4. Billing and Payment

At the end of each calendar month, Nursing Facility shall send to Unity a proposed complete and accurate bill for Nursing Facility's services rendered pursuant to this Agreement including the amount due from Unity. Such bill shall be accompanied by Illinois Public Aid form 2299 or more recent 2499 (or similar state form showing the patient’s qualification to receive Medicaid payment for Room and Board). Unity shall pay Nursing Facility upon receipt of payment from Medicaid with respect to such bill. Payment by Unity will be considered final, unless Nursing Facility requests adjustments in writing within 30 days after its receipt of payment or payment adjustments or denials (in whole or in part for any reason whatsoever) are made by

Medicaid in the amount paid to Unity subsequent to Unity's payment to Nursing Facility, in either case a final payment adjustment shall be paid or debited or credited, as the case may be, between Unity Hospice and Nursing Facility. All bills must be submitted to Unity within the time frames established by Public Aid for Room and Board billing. "The fixed payment rate shall be One Hundred percent (100%) of the facility's then current Interim Total Medicaid Per Diem Rate inclusive of the Interim County Contribution Rate that would have been paid by the Medicaid program to facility if the Medicaid eligible hospice patient had not elected to receive hospice care."

B. Medicare/Third-Party/Private Pay Patients

For each Resident Hospice Patient who pays Nursing Facility privately or through Medicare or other third-party insurance, Nursing Facility shall be solely responsible for billing and collecting from such payors for Nursing Facility's services rendered to such Resident Hospice Patient, and Unity shall not be in any way responsible for such billing or collection. In addition, Unity shall bear sole responsibility for billing and collecting for its services rendered pursuant to this Agreement from such payors.

C. Payment for Services Unrelated to Hospice Care

With the exception of payment for Room and Board services provided to Resident Hospice Patients who are Medicaid-approved beneficiaries, nothing in this Agreement is intended to interfere with Nursing Facility's right to bill and collect from the patient, Medicare, Medicaid, or other third-party insurance carriers for Nursing Facility's services rendered to a Resident Hospice Patient which are unrelated to the Resident Hospice Patient's terminal illness and which are not covered by this Agreement.

D. Definition of "Day"

For purposes of this section, a day is defined as the continuous 24-hour period starting at midnight; in addition, a part of a day, including the day the patient is accepted as a Resident Hospice Patient, counts as one full day, but the following shall not be counted as a day: (1) the day a Resident Hospice Patient ceases to be a Resident Hospice Patient, whether by reason of death or otherwise; and (2) each day during which a Resident Hospice Patient spends any part of the day in a facility other than in the Nursing Facility or does not reside in the Nursing Facility.

X. MISCELLANEOUS

A. Term

This Agreement shall be effective as of the date first written above and shall continue in full force for a period of one (1) year thereafter and shall automatically renew for successive one (1) year periods. Notwithstanding the foregoing, this Agreement may be canceled by either party without cause upon ninety (90) days' written notice except with respect to any then current Resident Hospice Patient. In addition, this Agreement also may be canceled upon receipt of notice following the material breach of any provision contained herein by either party, provided such breach has not been timely cured. If this Agreement is terminated for any reason, the parties agree that the provisions of this Agreement shall

nonetheless continue to apply with respect to each Resident Hospice Patient residing in the Nursing Facility who is receiving hospice care from Unity immediately prior to the time of such termination until such time as such Resident Hospice Patient is no longer electing to receive hospice services from Unity.

B. Independent Contractor

Both parties to this Agreement are independent contractors engaged in the operation of their respective businesses. Neither party is to be considered as an agent of the other party for any reason, and neither party has the ability to enter into contracts or make other binding obligations on behalf of the other party. Nothing in this Agreement is intended to create a joint venture or partnership between the parties. Unity may use Nursing Facility nursing personnel (if permitted by state law and as specified by Nursing Facility) to assist in the administration of prescribed therapies included in the plan of care only to the extent that Unity would routinely use the services of a hospice patient's family in implementing the plan of care.

C. Reporting and Limit of Liability and Indemnification

Unity is required by law to report all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of patient property by anyone unrelated to Unity to the Nursing Facility administrator within 24 hours of Unity becoming aware of the alleged violation. Except as otherwise provided in this Agreement, neither Unity nor Nursing Facility shall be liable under any contract or obligation of the other or for any act or omission of the other party or its officers, employees, independent contractors, agents, or volunteers. Each party hereby agrees to hold harmless and indemnify the other from any and all losses, damages, costs, and expenses, including reasonable attorneys' fees and court costs, arising there from.

D. Confidentiality

The parties agree to maintain confidentiality with respect to all privileged information exchanged between them during the course of performance of this Agreement and shall not disclose or provide any such information to any third party except as may be required by law or as authorized by the Resident Hospice Patient.

E. Waiver

The failure of Unity or Nursing Facility to require the performance of a term or obligation under this Agreement or the waiver by either of the parties of any breach shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach under this Agreement.

F. Assignment

This Agreement shall benefit and be binding upon and enforceable by the parties hereto and their respective successors and assigns.

G. Access to Records

All books and records of the services provided, bills rendered, and collections made hereunder shall at all times be retained by the parties and access thereto limited to Unity or its authorized representatives and Nursing Facility or its authorized representatives. Pursuant to Section 1395(x)(V)(I)(C) of Title 42 of the United States Code, all such books and records shall remain available for review by the Secretary of the United States Department of Health and Human Services and the Comptroller General of the United States General Accounting Office, or their designates, as required by applicable federal laws and regulations for a period of four (4) years after the termination of this Agreement or such greater or lesser period of time as required by law. Any subcontract for services that are required to be provided by a party under this Agreement shall contain a substantially similar provision.

H. Notices

Any notice required hereunder shall be made in writing to:

Unity: Unity Hospice of Western Illinois, LLC
915 N. Caron Road
Rochelle, Illinois 61068
Attn: Administrator

with a copy to Unity's accounting department at 4101 Main Street, Skokie, IL. 60076, attention: Michael Klein, President.

Nursing Facility: _____

Attn: _____

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be sent.

I. Governing Law

This Agreement shall be subject to and governed by the laws of the State of Illinois, and any applicable federal laws and regulations.

J. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements of the parties with respect to the subject matter hereof, if any. No change or modification of this Agreement shall be valid unless in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party to be charged.

K. Severable

If any portion or portions of this Agreement shall be found invalid or unenforceable for any reason, the remaining portion or portions of this Agreement shall

nevertheless be valid and enforceable and carried into effect, unless to do so would violate the present legal and valid intentions of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first written above.

UNITY HOSPICE OF WESTERN ILLINOIS, LLC

By: _____
Michael Klein, President

NURSING FACILITY

(Print facility name)

By: _____

Its: _____