

**RESOLUTION**

**R2024-077**

**A Resolution Authorizing the DCRNC Administrator to Execute the Agreement for Nursing Facility and Inpatient Respite Services with Vitas Healthcare Corporation of 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 Vitas Healthcare Corporation of Illinois have asked that the DCRNC become a provider under their network; and

WHEREAS, the Nursing Facility and Inpatient Respite 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

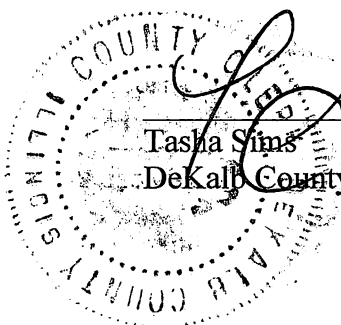
WHEREAS, the Human & Health Services Committee has reviewed the Nursing Facility and Inpatient Respite Services Agreement (“Exhibit A”) and believes that it is in the best interest of the DCRNC to enter into said agreement; and

NOW, THEREFORE, BE IT RESOLVED the DeKalb County Board hereby authorizes the DCRNC Administrator to execute the Agreement for Nursing Facility and Inpatient Respite Services with Vitas Healthcare Corporation of Illinois.

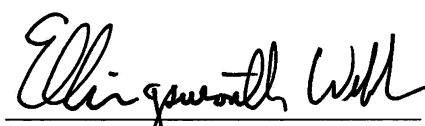
PASSED THIS 26TH DAY OF JUNE, 2024 AT SYCAMORE, ILLINOIS

ATTEST:

  
\_\_\_\_\_  
Tasha Sims  
DeKalb County Clerk



SIGNED:

  
\_\_\_\_\_  
Ellingsworth Webb, Chair  
DeKalb County Board

**Vitas Healthcare Corporation of Illinois  
Agreement for Nursing Facility and Inpatient Respite Services**

This Agreement for Nursing Facility and Inpatient Respite Services ("Agreement") is entered into and effective as of \_\_\_\_\_, by and between Vitas Healthcare Corporation of Illinois, a Delaware corporation ("Vitas"), and The County of Dekalb d/b/a Dekalb County Rehab & Nursing, for the location(s) set forth on Appendix A ("Facility").

W I T N E S S E I H

WHEREAS, Vitas operates the licensed hospice program(s) identified at Appendix B ("Hospice");

WHEREAS, Facility is skilled and experienced in the operation of a nursing facility and has, among its residents, terminally ill individuals who are eligible to elect to receive Hospice Services (defined herein), and is located within Hospice's service area; and

WHEREAS, Facility desires to make Hospice Services available to such individuals so that eligible residents may elect to obtain Hospice Services while continuing to reside at the Facility; and

WHEREAS, Vitas desires to provide Hospice Services to residents of the Facility in coordination with the management and staff of the Facility; and

WHEREAS, Vitas also has Hospice Patients who may be in need of inpatient respite care for pain control and/or symptom management and/or inpatient respite care from time to time; and

WHEREAS, Vitas desires to engage Facility and Facility desires to be engaged, to provide Inpatient Respite Services to Hospice Patients (as such terms are defined below) in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Definitions. Capitalized terms not otherwise defined shall have the following meanings:

1.1 "Attending Physician" means a duly licensed doctor of medicine or osteopathy who is identified by a Hospice Patient or his/her legal representative upon the election of Hospice Services as having the most significant role in the determination and delivery of the Hospice Patient's medical care.

1.2 "Facility Personnel" means Facility's agents or employees who provide Services to Hospice Patients hereunder.

1.3 "Facility Plan of Care" means a written care plan established, maintained, and modified (as necessary) by Facility for each Residential Hospice Patient in accordance with applicable laws, rules, and regulations, this Agreement, and Vitas policies and procedures, and which sets forth the Facility Services that Facility has determined to be appropriate for the Residential Hospice Patient.

1.4 "Facility Room and Board Services" means those 24-hour personal care services and items provided by Facility as specified in the Facility Plan of Care or the Hospice Plan of Care for a Residential Hospice Patient which meet the personal care and nursing needs that would have been provided by the primary caregiver at home at the same level of care provided before the patient elected hospice care, including, but not limited to: providing food (including dietary supplements and individualized requests); assisting in activities of daily living (such as mobility and ambulation, dressing, grooming, bathing, transferring, eating, and toileting); socializing activities; administering medicine; providing and maintaining the cleanliness of the Residential Hospice Patient's room; supervising and assisting in the use of durable medical equipment and therapies included in the Hospice Plan of Care; providing laundry and personal care supplies; and providing the usual and customary room furnishings provided to Facility residents, including, but not limited to, bed, linens, lamps, and dressers.

1.5 "Facility Services" means, collectively, Facility Room and Board Services and Other Facility Services.

1.6 "Hospice Patient" means an individual who has been duly admitted and accepted by Vitas to receive Hospice Services from Vitas. An individual remains a Hospice Patient until the hospice election is revoked or Vitas discharges the Hospice Patient.

1.7 "Hospice Plan of Care" means a written care plan established, maintained, and modified (as necessary) for each Hospice Patient by the applicable Interdisciplinary Team which includes (i) an assessment of the Hospice Patient's needs, (ii) an identification of the Hospice Services appropriate to meet the needs of the Hospice Patient and his/her family, and (iii) details concerning the scope and frequency of such Hospice Services.

1.8 "Hospice Services" means those services and items that are (i) reasonable and necessary for the palliation and management of a Hospice Patient's terminal illness and related conditions, and (ii) within the definition of Medicare-covered hospice services, all as specified in such Hospice Patient's Plan of Care. Such services include, but are not limited to, medical direction and management of the Hospice Patient, nursing, counseling (including spiritual, dietary and bereavement), social work, provision of medical supplies, durable medical equipment and drugs, all as necessary for the palliation of pain and symptoms associated with and necessary for the care of the Hospice Resident's terminal illness and related conditions.

1.9 "Inpatient Respite Services" means inpatient respite beds and related services that are available at, and provided by, Facility pursuant to its customary policies, including services necessary for respite purposes. Such services include, without limitation, nursing, inpatient respite medical, dietary, housekeeping, therapies, emergency, laboratory, radiology, respiratory, pharmacy, physician, surgery, and oxygen services, and related ancillary services.

1.10 "Interdisciplinary Team" means a team of individuals employed (or contracted) and selected by Vitas which includes a (i) doctor of medicine or osteopathy, (ii) registered nurse, (iii) social worker, and (iv) pastoral and/or other counselor.

1.11 "Medicaid Eligible Residential Hospice Patient" means a Residential Hospice Patient who either is (i) eligible for Medicaid benefits and who is eligible for and has elected to receive the Medicaid hospice benefit, or (ii) eligible for both Medicaid and Medicare Part A benefits and who is eligible for and has elected to receive the Medicare hospice benefit.

1.12 "Medical Director" means an employee or contractor of Vitas who is designated as the Hospice's Medical Director, and who has overall responsibility for the Hospice's medical component.

1.13 "Medicare Eligible Residential Hospice Patient" means a Residential Hospice Patient who is eligible for Medicare Part A benefits (but not Medicaid benefits) and who is eligible for and has elected to receive the Medicare hospice benefit.

1.14 "Non-covered Services and Items" means those services and items provided by Facility to a Residential Hospice Patient that are not Hospice Services, Facility Room and Board Services, or Other Facility Services, including, but not limited to, telephone, guest trays, and television hookup.

1.15 "Other Facility Services" means those services and items provided by Facility to a Residential Hospice Patient that are not related to the treatment of a Residential Hospice Patient's terminal illness and related conditions, but that are specified in the Facility Plan of Care.

1.16 "Palliative Care" means medical intervention and related care not of a curative nature, but which focuses primarily on the reduction or abatement of pain, uncomfortable symptoms, and the physical and psychological stress of terminal disease.

1.17 "Private Pay Residential Hospice Patient" means a Residential Hospice Patient who is not eligible for the Medicare or Medicaid hospice benefit or, if eligible, has revoked or elected not to receive the Medicare and/or Medicaid hospice benefit, as the case may be.

1.18 "Purchased Hospice Services" means those Hospice Services specified in Appendix E that are not core services under the Medicare Conditions of Participation for Hospice Care, 42 C.F.R. Part 418 ("Conditions"), and that Vitas elects to purchase from Facility for a Residential Hospice Patient.

1.19 "Residential Hospice Care Day" means a day on which a Residential Hospice Patient receives Facility Room and Board Services hereunder, including the day of admission but excluding the day of discharge and any days on which a Residential Hospice Patient receives inpatient respite care.

1.20 "Residential Hospice Patient" means a Hospice Patient who resides in Facility and who is receiving Facility Services from Facility (and not Inpatient Respite Services).

1.21 "Services" means collectively Facility Services, Inpatient Respite Services and Purchased Hospice Services furnished by Facility pursuant to this Agreement.

1.22 "Vitas Nurse Supervisor" means the member of a Hospice Patient's Interdisciplinary Team who is the registered nurse responsible for supervising and/or coordinating the Hospice Patient's Plan of Care.

II. Engagement/Obligations. Facility shall provide Facility Services to Residential Hospice Patients in accordance with this Agreement, and Vitas and Facility shall have the specific duties and obligations with respect to such Facility Services as set forth on Appendix C. Facility shall provide Inpatient Respite Services to applicable Hospice Patients in accordance with this Agreement, and Vitas and Facility shall have the specific duties and obligations with respect to

such Inpatient Respite Services as set forth on Appendix D. With respect to all such Services, the parties agreed as follows:

2.1 Professional Management and Other Responsibilities. Vitas retains professional management responsibility for all Hospice Services furnished hereunder in accordance with each Hospice Patient's Plan of Care, and retains sole responsibility for the assessment and admission of Hospice Patients and their families to the Hospice. Vitas is responsible for patient care conferences, periodic patient evaluations, discharge planning, and bereavement follow-up for Hospice Patients and their families, others identified in the Hospice's bereavement Plan of Care, as well as for Facility personnel upon Facility's request. Vitas may utilize Facility personnel where permitted by State law and as specified by Facility to assist in the administration of prescribed therapies included in the Hospice Plan of Care only to the extent that Vitas would routinely use the services of a Hospice Patient's family in implementing the Hospice Plan of Care. When Facility personnel are responsible for the administration of prescribed therapies, including those therapies determined appropriate by Vitas and delineated in the Hospice Plan of Care, Facility personnel may administer the therapies only as permitted by State law and as specified by Facility.

2.1.1 Identification of Services. Facility shall provide the Services as set forth in the Agreement.

2.1.2 Authorization of Services; Conformity with Plan of Care. Facility understands and acknowledges that all services related to a Hospice Patient's terminal illness can only be provided with the express authorization of Vitas. Facility shall refrain from providing Services to any Hospice Patient that are not in conformity with the Hospice Plan of Care.

2.1.3 Coordination, Supervision and Evaluation of Services. Vitas will coordinate, supervise and evaluate the delivery of services provided to a Hospice Patient hereunder in the following manner:

2.1.3.1 Vitas will promote open and frequent communication, in person, by phone or FAX, or in writing between Vitas and Facility staff concerning the Hospice Plan of Care and the Hospice Patient's needs. Vitas staff, will attend Facility's patient care conferences when a Residential Hospice Patient will be discussed.

2.1.3.2 Vitas shall be responsible for ensuring that any changes or revisions to the Hospice Plan of Care are communicated and coordinated with Facility staff.

2.1.3.3 For each Hospice Patient, Vitas shall designate a registered nurse, who is responsible for coordinating and supervising services provided to a Hospice Patient. A Hospice representative shall be available on a 24 hours per day, 7 days a week basis for consultation with Facility concerning the Hospice Patient's Hospice Plan of Care.

2.1.3.4 Vitas will evaluate the Services on an annual basis through studies in the Hospice Performance Improvement Plan.

2.1.4 Delineation of Roles.

2.1.4.1 In the provision of care to Hospice Patients, the Facility shall be responsible for:

2.1.4.1.1 Providing Services as contained in the Hospice Plan of Care.

2.1.4.1.2 Communicating to designated Vitas personnel any changes in the Hospice Patient's condition, including the Hospice Patient's reaction to treatment and recommendations for appropriate modifications to the Hospice Patient's Hospice Plan of Care.

2.1.4.2 In the provision of care to Hospice Patients, Vitas shall be responsible for:

2.1.4.2.1 Assessing the appropriateness of patients in the Facility referred to Vitas for hospice care.

2.1.4.2.2 Admitting appropriate Facility patients to Vitas.

2.1.4.2.3 Development of a Hospice Plan of Care.

2.1.4.2.4 Ensuring that care provided by the Facility is in conformance with the Hospice Plan of Care.

2.1.5 Medical Records Documentation. Vitas shall retain responsibility for ensuring that applicable requirements related to hospice medical records are met. Facility shall allow Vitas access to appropriate medical records and permit the inclusion of Vitas care plans and other appropriate documentation in the Hospice Patient's Facility medical record. Vitas shall coordinate with Facility to ensure documentation of Services is completed as applicable for Hospice Patients per Section 3.2 of Appendix C and Section 1.9 of Appendix D of the Agreement.

2.1.6 Qualifications of Personnel. Vitas shall retain responsibility for ensuring that Facility maintains compliance with the requirements regarding the qualifications of personnel providing Services to Hospice Patients. Provider shall ensure that personnel providing services under this Agreement shall maintain in effect, all approvals, authorizations, licenses, permits and certifications required by law to perform the services of this Agreement per Section 4.1 of the Agreement. Documentation of such licensure, certification and training for each person providing services under the terms of this Agreement shall be made available upon request by Vitas.

2.1.7 Plan of Care. Per Section 2.1 of Appendix C and Section 2.2 of Appendix D of the Agreement, Vitas shall establish, modify as appropriate, and provide Facility with a copy of, a Hospice Plan of Care for each Hospice Patient admitted to Facility.

2.2 Reporting. Vitas shall 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 Vitas to the Facility or Facility administrator with 24 hours of becoming aware of the violation. Facility shall 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 Vitas personnel, to the Vitas administrator immediately when the Facility becomes aware of the alleged violation.

III. Reimbursement.

3.1 Billing and Collection. Facility shall be paid in accordance with, and subject to the terms and conditions in, Appendix F for all Services furnished by Facility to Hospice Patients hereunder.

IV. Representations, Warranties, and Covenants. Each party represents, warrants, and covenants to the other, upon execution of this Agreement and at all times throughout its term, as follows:

4.1 Approvals. It and all its employees and personnel furnishing Services hereunder possess, and shall maintain in full force and effect, all approvals, authorizations, licenses, permits, and certifications required by law, including certification under the Medicare and Medicaid programs and, in the case of Facility, accreditation by the Joint Commission on the Accreditation of Health Care Organizations, to perform all services contemplated hereunder (collectively, the "Approvals"). It shall furnish the other party evidence of all such Approvals upon execution of this Agreement, and thereafter upon request. It shall immediately notify the other party in writing of the lapse, non-renewal, revocation, or suspension of any Approval, whether pertaining to it or any of its employees or personnel.

4.2 Authorization and Validity. It has all requisite power and authority to conduct its business as presently conducted, and this Agreement constitutes a valid and binding obligation enforceable against it in accordance with the terms of this Agreement.

4.3 Nondiscrimination. It shall provide all services hereunder without unlawful discrimination on the basis of race, color, religion, national origin, sex, ancestry, disability, or any other basis protected by law.

4.4 Program Exclusion. Neither it nor any of its employees, agents, officers, directors, or owners have been convicted of a criminal offense related to, or has been excluded or debarred from participation in, any government program, including but not limited to, the federal Medicare program and any state Medicaid program.

4.5 Confidentiality. It (the "Disclosing Party") acknowledges that as a result of this Agreement the other party (the "Receiving Party") and its employees and agents may have access to certain confidential and proprietary information of the Disclosing Party. The Receiving Party shall, and shall ensure that its employees and agents, hold the Disclosing Party's confidential and proprietary information in confidence and not disclose such information to any person or entity without the prior written consent of the Disclosing Party; provided, however, that the foregoing shall not apply to information which (i) is generally available to the public, (ii) becomes available on a non-confidential basis from a source other than the Disclosing Party or its affiliates or agents, which source was not itself bound by a confidentiality agreement, or (iii) is required to be disclosed by law or pursuant to court order. The Disclosing Party shall be entitled to injunctive relief to prevent a breach or threatened breach of the provisions of this section, in addition to all other remedies that may be available. This section shall survive termination of this Agreement.

4.6 Experience and Competence. It and its employees and personnel providing services pursuant to this Agreement are (i) familiar with the administrative and patient care needs

associated with hospice patients, (ii) competent in the care of terminally-ill persons and in recordkeeping, and (iii) otherwise fully capable of performing its and their obligations hereunder in accordance with generally recognized professional standards of care.

4.7 Compliance with Laws. It and its employees and personnel providing services pursuant to this Agreement shall comply with all applicable laws, rules and regulations (including Medicare and Medicaid).

V. Insurance and Indemnification.

5.1 Insurance. Each party shall at all times during the term of this Agreement and any renewals maintain, at its sole cost and expense, professional liability insurance and general liability insurance (including contractual liability for this Agreement and personal injury coverage) with minimum separate limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, to cover claims arising from the acts or omissions of such party and its officers, employees, volunteers, and agents in connection with this Agreement. If any party maintains such coverage on a claims-made basis and such coverage is cancelled or non-renewed during the term of this Agreement or any renewals, such party agrees to ensure the continuation of coverage by either 1) purchasing tail coverage for a period necessary to insure any claims arising from this Agreement or 2) purchasing renewal coverage with a retro-date equal to or prior to the effective date of this Agreement. Each party shall furnish evidence of such coverage to the other party, upon its request, in the form of a certificate of insurance ("Certificate") which shall provide for 30 days' advance written notice to the other party of the cancellation of, or any material change to, the insurance policies required to be maintained by it hereunder. Within 30 days of the expiration of any policy listed in the Certificate, each party shall provide the other with a renewal Certificate so that such other party has evidence of all required insurance being in effect at all times. Each party shall also maintain workers' compensation insurance as required by law and employers' liability insurance. This section shall survive termination of this Agreement.

5.2 Indemnification. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and defend the other party, and its shareholders, directors, officers, employees, volunteers, agents, successors, and assigns (collectively, the "Indemnified Party") from and against any and all claims, suits, damages, fines, penalties, liabilities, and expenses (including reasonable attorneys' fees) resulting from or arising out of the acts or omissions of, and the breach of Agreement by, the Indemnifying Party or its directors, officers, employees, agents, and volunteers. This section shall survive termination of this Agreement.

VI. Term and Termination.

6.1 Term of Agreement. This Agreement shall have an initial term of 1 year commencing on the date first written above, and shall automatically renew for successive 1 year terms unless sooner terminated as provided below.

6.2 Termination Without Cause. Either party may terminate this Agreement without cause at any time by providing to the other party at least 60 days' prior written notice of termination.

6.3 Termination for Cause.



(a) In the event either party (the "Defaulting Party") is in default of any material term, condition, representation, or warranty under this Agreement, or fails to perform any material obligation hereunder, and such default or failure is not cured within thirty (30) days following its receipt of notice of default or failure, then the other party may, upon the expiration of such 30-day period, terminate this Agreement upon written notice to the Defaulting Party.

(b) This Agreement will terminate immediately upon a party's written notice to the other party in the event of such other party's (i) loss or suspension of any Approval, (ii) failure to maintain insurance required hereunder, (iii) insolvency or bankruptcy, (iv) cessation of operations, or (v) assignment for the benefit of creditors. Each party shall promptly notify the other party in writing of the occurrence of any of the events specified in this Section 6.3(b).

(c) Vitas may terminate this Agreement if it determines, in its sole discretion, that the continuation of this Agreement could jeopardize the health or welfare of any Hospice Patient. Such termination shall be effective immediately upon written notice of termination to Facility.

6.4 Effect of Termination. If this Agreement is terminated, (i) Facility shall continue to provide Services in accordance with this Agreement to Hospice Patients on the date of termination and until such Hospice Patients are discharged or until a successor is named, and (ii) Vitas shall continue to reimburse Facility in accordance with this Agreement until such Hospice Patients are discharged or reasonably should have been discharged. This section shall survive termination of this Agreement.

## VII. General Provisions.

7.1 Amendment. Any amendment to this Agreement must be in writing and executed by all parties.

7.2 Entire Agreement. This Agreement, together with any attached appendices or exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements, commitments, understandings, warranties, statements, or promises.

7.3 Severability. The invalidity or enforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision.

7.4 Governing Law. This Agreement shall be governed in accordance with the laws of the State of Illinois without application of any conflict of law provisions, and all applicable federal laws, rules, and regulations.

7.5 Notices. Any notice, demand, request, consent, or approval required or permitted hereunder shall be in writing and shall be delivered (i) personally, (ii) by certified mail, return receipt requested, postage prepaid, or (iii) by overnight courier, to the address indicated below or to such other address as may be designated in writing by each party from time to time.

(i) If to Vitas:

Vitas Healthcare Corporation of Illinois  
580 Waters Edge, Suite 100  
Lombard, Illinois 60148  
Attn: General Manager

With a copy to:

Vitas Hospice Services, L.L.C.  
201 South Biscayne Boulevard, Suite 400  
Miami, Florida 33131  
Attn: General Counsel

(ii) If to Facility:

The County of Dekalb d/b/a Dekalb County Rehab & Nursing  
2600 North Annie Glidden Road  
Dekalb, Illinois 60115  
Attn: Administrator

All such communications shall be deemed received by the intended recipient (i) three (3) business days following deposit in the United States Mail if sent by certified mail, (ii) on the day actually received if delivered personally, or (iii) on the next business day if sent by overnight courier.

7.6 No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof.

7.7 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective permitted successors and assigns. There are no third party beneficiaries of or to this Agreement.

7.8 Assignment. This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party; provided, however, that Vitas may assign or delegate this Agreement, in whole or in part, to any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with, Vitas.

7.9 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

7.10 Independent Contractors. Nothing in this Agreement shall be deemed to create any relationship between Vitas and Facility other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors, trustees, employees, volunteers, or consultants, shall be deemed or construed to be the agent, employee, representative, partner, or joint venturer of the other.

7.11 Access to Records. To the extent required by law, until the expiration of 4 years after the furnishing of any services provided under this Agreement, Facility shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or of the U.S. Comptroller General (the "Comptroller General"), or of their respective

duly authorized representatives, this Agreement and all books, documents, and records of Facility that are necessary to certify the nature and extent of the costs of such services. If and to the extent Facility provides services under this Agreement through a subcontract with an aggregate value of \$10,000 or more over a 12-month period, such subcontract also shall contain a clause to the effect that until the expiration of four (4) years of the furnishing of services pursuant to such subcontract, the subcontractor will make available, upon the written request of the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents, and records of such subcontractor that are necessary to verify the nature and extent of the cost of the services provided under this Agreement.

7.12 Agreement Contingent Upon Exclusion Check. This Agreement shall be contingent upon, and thus shall be void and of no force and effect, if Vitas review of both the System for Award Management (SAM) f/k/a GSA, Excluded Parties List System (EPLS) and the HHS/OIG List of Excluded Individuals determines that Facility has been excluded, suspended, disbarred or is otherwise ineligible to participate in Medicare/ Medicaid and other Federally-funded health care programs. Such review by Vitas shall occur promptly following execution of this Agreement. No further notification or other action by Vitas shall be required in order for the Agreement to be considered void pursuant to this provision.

7.13 DRA Compliance. Facility is a contractor pursuant to the Federal Deficit Reduction Act of 2005 ("DRA"). As a result, Facility shall comply with VITAS' DRA policy entitled Compliance to Billing and Coding Standards/False Claims Prevention Policy at <http://www.vitas.com/help-center/payment-information>

7.14 HIPAA Compliance. The parties acknowledge and agree that they are each a "Covered Entity" as that term is defined under the regulations implementing the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the regulations and statutes, as further amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), are hereunder referred to as "HIPAA"), and are therefore subject to the applicable requirements set forth therein, including without limitation: certain limits on uses and disclosures of protected health information ("PHI"); providing for access, amendment, accounting, mitigation, and Secretary access; and the requirements to enter into certain contracts with their "business associates", as that term is defined under HIPAA. The parties acknowledge that uses and disclosure of PHI under the terms and conditions of this Agreement may be characterized as treatment, payment, or healthcare operations related communications under HIPAA and, therefore, the parties are not required to enter into a "business associate" agreement. Notwithstanding the foregoing, the parties shall comply with confidentiality, medical records and/or other applicable law and regulations with regard to any and all information directly or indirectly accessed or used by the parties and their personnel, including without limitation, HIPAA.

7.15 Legal Compliance. This Agreement shall be construed in a manner consistent with any and all applicable federal and state laws, including, without limitation, Medicare, Medicaid, and other Federal and State statutes and regulations and the principles and interpretations related thereto. The parties acknowledge that the compensation negotiated and agreed upon is the parties' best estimate of fair market value for the services contemplated to be rendered based upon arm's length bargaining and is consistent with the value of similar services. Furthermore, the parties represent that the compensation is not and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for or with respect to the parties or between the parties for which payment

may be made in whole or in part under Medicare or any other federal health care program and that such services are reasonable and necessary for the operation of the Hospice.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

**VITAS:**

Vitas Healthcare Corporation of Illinois

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FACILITY:**

The County of Dekalb d/b/a Dekalb County Rehab & Nursing

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Medicare Provider Number                      14-5547

Medicaid Provider Number:                      6015630

NPI Number:    1023011798

Appendix A

LEGAL NAME, DBA, AND ADDRESS OF FACILITY

LEGAL NAME/DBA NAME

ADDRESS

The County of Dekalb d/b/a Dekalb County  
Rehab & Nursing

2600 North Annie Glidden Road  
Dekalb, Illinois 60115

Appendix B

VITAS HOSPICE PROGRAM(S) SUBJECT TO  
THIS AGREEMENT

LEGAL NAME

ADDRESS

Vitas Healthcare Corporation of Illinois

580 Waters Edge, Suite 100  
Lombard, Illinois 60148

## Appendix C

### FACILITY SERVICES

With respect to Residential Hospice Patients for whom Facility shall provide Facility Services hereunder, the parties also agree as follows:

#### I. FACILITY OBLIGATIONS.

1.1 Facility Plan of Care. For each Residential Hospice Patient, Facility will develop a Facility Plan of Care which is consistent with his/her Hospice Plan of Care. Facility will make such modifications to each Residential Hospice Patient's Facility Plan of Care required for consistency with his/her Hospice Plan of Care. Facility will furnish Vitas a copy of each Residential Hospice Patient's Facility Plan of Care.

1.2 Facility Services. Facility shall furnish 24-hour room and board care, meet the resident's personal care and nursing needs in coordination with the appointed Vitas representative, and ensure that the level of care provided is appropriately based on the individual resident's needs. Facility shall make available and provide Facility Services to each Residential Hospice Patient in accordance with his/her Facility Plan of Care and as required by the Medicare and Medicaid Conditions of Participation for long term care facilities, 42 C.F.R. Parts 442 and 483, as amended from time to time, and other applicable laws, rules, and regulations. All services related to a Residential Hospice Patient's terminal illness may be provided only with Vitas' prior approval. Facility will not alter the type, scope, or duration of any Facility Room and Board Services or Purchased Hospice Services to be provided by Facility to a Residential Hospice Patient in accordance with his/her Hospice Plan of Care without Vitas' prior approval.

#### 1.3 Purchased Hospice Services.

(a) Facility will provide Purchased Hospice Services, if any, as authorized by Vitas, to each Residential Hospice Patient in accordance with his/her Facility Plan of Care, Hospice Plan of Care, and any directions from the Interdisciplinary Group. All Purchased Hospice Services will be coordinated, supervised, and evaluated by the Interdisciplinary Group, and furnished in a safe and effective manner by qualified personnel.

(b) Facility represents and warrants that all Purchased Hospice Services for a Medicaid Eligible Residential Hospice Patient are not included in the applicable, then-current Medicaid per diem rate that Facility would have received if the Medicaid Eligible Residential Hospice Patient had not elected to receive Hospice Services.

1.4 Physician Orders. To the extent permitted by applicable laws, rules, and regulations, Vitas nurses may receive and transcribe physician orders in the Facility's clinical records for any Residential Hospice Patient. Such physician orders will be countersigned by Facility's Director of Nursing or other Facility nurse.

1.5 Scheduling of Visiting Hours. Facility shall provide flexible visiting hours for Residential Hospice Patients' families and guests.

1.6 In-service Training; Meetings. Upon Vitas' request, Facility Personnel shall (i) attend orientation and in-service training provided by Vitas regarding the care of Hospice Patients,



and (ii) participate in meetings and conferences of the Interdisciplinary Teams and of Vitas staff and committees.

1.7 Vitas Policies and Procedures. Facility will provide Facility Room and Board Services and Purchased Hospice Services to Residential Hospice Patients in accordance with applicable Vitas policies and procedures.

1.8 Financial Records. Facility will keep accurate accounting records (the "Financial Records") at its principal place of business covering all transactions relating to this Agreement. Vitas and its authorized representatives may examine and make copies of the Financial Records during regular business hours upon reasonable advance written notice. This provision shall survive termination of this Agreement.

1.9 Documentation. Facility will furnish to Vitas accurate and reasonably necessary information and documentation in order for Vitas to make payment to Facility hereunder and/or bill for Hospice Services ("Documentation"). Such Documentation shall include, but not be limited to, IRS W-9 Forms, Medicaid provider number information, etc... Facility shall furnish such Documentation to Vitas upon reasonable request or when any modification or change is necessary. Facility shall notify Vitas immediately of any merger, sale of all or substantially all of Facility's assets, change of ownership, corporate reorganization or other similar transaction and/or any change in Facility's Medicare or Medicaid provider number.

1.10 Facility Personnel. Facility shall obtain criminal background checks, in accordance with applicable State requirements, on all employees and contractors who have direct patient contact or access to patient records. In the absence of State requirements, criminal background checks must be obtained within three months of the date of employment for all States that the individual has lived or worked in the past 3 years.

## II. VITAS' OBLIGATIONS.

2.1 Hospice Plan of Care. For each Residential Hospice Patient, Vitas will (i) develop a Hospice Plan of Care, and (ii) furnish Facility a copy of such Residential Hospice Patient's Hospice Plan of Care at the time he/she is admitted to the Hospice or, in the case of a Hospice Patient who becomes a resident of Facility after admission to the Hospice, at the time the Hospice Patient is admitted to Facility. Vitas will update each Hospice Plan of Care as required under the Conditions, and as otherwise required hereunder. Vitas assumes responsibility for determining the Hospice Plan of Care, including the determination to change the level of Hospice Services provided.

2.2 Hospice Services. Vitas will make available and furnish Hospice Services to each Residential Hospice Patient in accordance with his/her Hospice Plan of Care, and as required under the Conditions and other applicable laws, rules, and regulations. Vitas may contract with parties other than Facility to provide certain Hospice Services to Residential Hospice Patients to the extent allowed under applicable laws, rules, and regulations. Vitas shall be responsible to provide Hospice Services at the same level and to the same extent as those services would be provided if the Hospice Patient were in his/her own home.

2.3 Availability of Hospice Services. Vitas will make nursing services, physician services, and drugs and biologicals routinely available on a 24-hour basis. Vitas will make all other Hospice Services available on a 24-hour basis as necessary to meet the needs of a

Residential Hospice Patient for care that is reasonable and necessary for the palliation and management of his/her terminal illness and related conditions.

III. Joint Obligations.

3.1 Quality Assurance. The parties will cooperate with each other in reviewing the quality and appropriateness of Hospice Services (including Purchased Hospice Services) and Facility Room and Board Services rendered in Facility. The parties will each designate a qualified individual as a liaison to represent their respective party for purposes of overseeing the implementation of the provisions of this Agreement.

3.2 Clinical Records. The parties will each maintain and, subject to applicable laws, rules, and regulations governing the confidentiality of medical records, make available to each other for inspection and copying, detailed clinical records concerning each Residential Hospice Patient in accordance with applicable laws, rules, and regulations and Medicare and Medicaid guidelines. The parties will each permit the other and its representative(s) reasonable access to those records for 5 years from each Residential Hospice Patient's date of discharge. This section shall survive termination of this Agreement.

3.3 Communication. The parties will communicate pertinent information with each other either verbally or in the Residential Hospice Patient's record at least weekly and/or at each hospice patient visit to ensure that the needs of each Residential Hospice Patient are addressed and met 24 hours per day. Documentation of such communication shall be included in the Residential Hospice Patient's medical record. In addition, Facility shall communicate to Hospice immediately upon:

- (i) a significant change in a Residential Hospice Patient's physical, mental, social or emotional status;
- (ii) the appearance of clinical complications which suggest the need to alter the Hospice Patient's Plan of Care;
- (iii) the need to transfer a Hospice Patient from Facility for any condition. In such event, Hospice shall make arrangements for, and remain responsible for, any necessary continuous care or inpatient respite care related to the terminal illness and related conditions; and
- (iv) the death of a Hospice Patient.

## Appendix D

### INPATIENT RESPITE SERVICES

With respect to Inpatient Respite Services provided to Hospice Patients by Facility hereunder, the parties also agree as follows:

#### I. FACILITY OBLIGATIONS.

1.1 Nature and Scope of Services. Facility shall provide Inpatient Respite Services to such Hospice Patients identified by Vitas in a safe and effective manner by qualified Facility Personnel. All Inpatient Respite Services shall be provided to each Hospice Patient in accordance with appropriate physician orders and the Hospice Patient's Plan of Care, as each may be revised from time to time. Facility acknowledges that the Inpatient Respite Services provided hereunder are Palliative Care, and not curative in nature. Facility shall make its facilities and services available to Hospice Patients, and shall furnish all Inpatient Respite Services hereunder, with the same quality and promptness as such facilities and services are offered to its other patients. Facility shall ensure that all Hospice Patients are kept comfortable, clean, well-groomed, and protected from negligent and intentional harm, including, but not limited to, accident and infection.

1.2 Compliance with Laws and Policies; Standard of Care. Facility and all Facility Personnel shall provide all Inpatient Respite Services hereunder in accordance with applicable laws, rules, and regulations (including Medicare and Medicaid program guidelines for inpatient respite hospice care), and Vitas policies and procedures, all as may be revised from time to time. By execution of this Agreement, Facility hereby acknowledges that it has received a copy of Vitas policies and procedures pertaining to Inpatient Respite Services. Updated versions of those policies and procedures will be available for review at Vitas' offices during regular business hours with reasonable advance notice. Facility and Facility Personnel shall provide Inpatient Respite Services in accordance with generally recognized professional standards of care, applicable patient care protocols, and the codes of ethics and/or professional conduct of the professional associations of which Facility Personnel are members.

1.3 Inpatient Beds. Facility shall provide Hospice Patients with beds in Facility. While Facility does not guarantee the availability of any specific number of beds, it will make beds available to Hospice Patients on the same priority basis as its other patients. Facility, at its option, may designate certain beds as unavailable to Hospice Patients.

1.4 Registered Nurses. Facility shall ensure that each staffing shift includes a registered nurse who provides direct patient care. For each shift, Facility will identify to Vitas in advance a charge nurse or other member of Facility's nursing staff who will respond to Vitas' requests for information concerning Hospice Patients.

1.5 Communications Concerning Hospice Patients. Facility shall communicate to such Vitas personnel designated by Vitas all information concerning each Hospice Patient including, but not limited to, any changes in his/her condition (including reactions to treatment and recommendations for appropriate modifications to the Plan of Care). Facility shall routinely provide Vitas with documentation of all Inpatient Respite Services provided hereunder.

1.6 Visitation and Privacy. Facility shall accommodate the needs of Hospice Patients and their families for visitation, 24 hours a day, 7 days a week, and for privacy in the course of

such visitation. Facility shall provide adequate space, located conveniently to Hospice Patients, for private visitation among Hospice Patients, their families and guests. Facility shall provide adequate accommodations for family members to remain with Hospice Patients throughout day, evening, and night hours, and for family privacy after the death of Hospice Patients; provided, however, that Facility may adopt reasonable policies and procedures concerning the number of simultaneous visitors to individual Hospice Patients as necessary to assure the safety and comfort of all patients.

1.7 Hospice Personnel. Facility shall at all times permit qualified Vitas personnel to attend, counsel, and serve Hospice Patients in accordance with physician orders, Hospice Patients' Plans of Care, and Facility and Vitas policies and procedures, and to exercise professional management responsibility for the provision of Inpatient Respite Services hereunder.

1.8 In-service Training; Meetings. Upon Vitas' request, Facility Personnel shall (i) attend orientation and in-service training provided by Vitas regarding the care of Hospice Patients, and (ii) participate in meetings and conferences of the Interdisciplinary Teams and of Vitas staff and committees.

1.9 Records.

(a) Facility Medical Records. Facility shall prepare and maintain complete and detailed medical records for each Hospice Patient receiving Inpatient Respite Services hereunder in accordance with prudent recordkeeping procedures and applicable laws, rules, and regulations. Facility Personnel shall make a signed record entry each time any Inpatient Respite Service is rendered. Such medical records shall include progress notes and clinical notes describing all Inpatient Respite Services provided, and a copy of each Hospice Patient's Plan of Care. Facility shall maintain such records for 5 years, or for such longer period required by law. This section will survive termination of this Agreement.

(b) Access to Facility Medical Records. Subject to applicable laws, rules, and regulations governing the confidentiality of medical records, Vitas personnel shall have full access to Facility's medical records for Hospice Patients during and after their inpatient respite stays for purposes of inspection and/or copying. In addition, Facility shall provide Vitas a copy of each Hospice Patient's discharge summary and Facility medical record within 48 hours of such Hospice Patient's discharge from Facility. This section will survive termination of this Agreement.

1.10 Vitas Physicians. Facility shall grant full staff privileges to Vitas' Medical Director and its other physicians upon application and qualification for such privileges in accordance with Facility's medical staff bylaws.

1.11 Authorized Facility Representative. Facility shall designate its Administrator, or another qualified individual, as a liaison to represent Facility to implement the provisions of this Agreement.

1.12 Facility Procedures and Protocols. Facility shall institute, maintain, and conduct administrative procedures and patient care protocols (i) in accordance with generally recognized professional standards of care, (ii) consistent with Vitas procedures and policies, and (iii) as necessary to implement this Agreement.

1.13 Express Authorization; Conformity with Plan of Care. Facility shall furnish Inpatient Respite Services to a Hospice Patient only with Vitas' express authorization and only in conformity with his/her Plan of Care.

1.14 Inpatient Respite Hospice Care. In accordance with the requirements of Section 418.108 (a)(2) of the Medicare conditions of participation, 42 C.F.R. Part 418 (the "Conditions"), Facility shall assure that (i) it provides 24-hour nursing services that (a) meet the nursing needs of all patients, (b) are furnished in accordance with the Hospice Patient's Plan of Care, (c) meet any applicable state law requirements, and (d) are in compliance with Section 418.110(b) of the Conditions, and (ii) patient areas are available, in compliance with Section 418.110(e) of the Conditions. Per Section 418.110(b)(2) of the Conditions (and applicable laws of certain states), if at least one Hospice Patient at Facility is receiving Inpatient Respite Services hereunder, then each shift must include an RN who provides direct patient care.

1.15 Quality Assurance. Facility shall cooperate with Vitas' ongoing quality assurance program, and Facility Personnel shall attend periodic meetings of quality assurance related committees upon Vitas' request. Vitas will verify annually that the requirements in this agreement are met as set forth in 42 C.F.R. 418.108(c)(6) in accordance with Vitas Standards governing Audit Schedule, Role of Team in Facilities and Clinical Documentation Tracking.

1.16 Physician Orders. All physician orders relating to each Hospice Patient shall be in writing and signed by his/her Attending Physician or a Vitas physician, as appropriate; provided, however, that in the case of urgent or emergency circumstances such orders may be communicated orally, subject to subsequent appropriate written documentation.

1.17 Notification of Certain Events. Facility shall promptly notify Vitas in writing of the existence of any pending or threatened litigation or professional disciplinary proceeding against it or any Facility Personnel which could materially affect the ability of Facility to perform its obligations hereunder.

## II. Vitas' Obligations.

2.1 Admission; Discharge. Upon Vitas' approval of admission, each Hospice Patient shall be admitted to Facility for Inpatient Respite Services by such Hospice Patient's Attending Physician (if such physician has staff privileges at Facility), or by a Vitas physician with staff privileges if the Attending Physician does not have staff privileges. In cooperation with Facility, Vitas shall establish a means of providing advance notice to Facility of the identity of each Hospice Patient who is authorized for admission to Facility, and shall assist Facility in initiating discharge planning for such Hospice Patient promptly upon his/her admission to Facility.

2.2 Plan of Care; Interdisciplinary Team. For each Hospice Patient provided Inpatient Respite Services hereunder, Vitas shall (i) establish, revise (as necessary), and provide Facility with a copy of a Plan of Care, and (ii) designate an Interdisciplinary Team. Each Hospice Patient's Interdisciplinary Team shall meet to discuss and make appropriate revisions to his/her Plan of Care promptly upon determination of the necessity of admission of such Hospice Patient for Inpatient Respite Services. A member of each Interdisciplinary Team shall be available during normal business hours for consultation with Facility Personnel concerning each such Plan of Care. Vitas shall consider Facility's recommendations for revisions to a Hospice Patient's Plan of Care, and may incorporate such recommendations into the Plan of Care, if appropriate.

2.3 Responsible Nurses. Vitas shall designate a Vitas Nurse Supervisor to coordinate, supervise, and/or evaluate Inpatient Respite Services furnished to each Hospice Patient. A Vitas nurse familiar with each Hospice Patient's case shall be available 24 hours a day, 7 days a week, for consultation with Facility Personnel concerning each Hospice Patient's Plan of Care.

2.4 Other Patient Information. Subject to applicable laws, rules, and regulations governing the confidentiality of patient information, Vitas shall provide Facility with access to Vitas' patient care-related information, including physician orders and notes for care rendered prior to an inpatient respite stay, as necessary to enable Facility to fulfill its obligations hereunder.

2.5 Training. Vitas shall provide orientation and in-service training on its policies and procedures to Facility Personnel as Vitas deems appropriate and document the description of the training and the names of those giving the training.

Appendix E

Purchased Hospice Services

1. Purchased Hospice Services. The following services and items will be purchased, as needed, by Vitas from Facility for Residential Hospice Patients on the terms set forth in this Appendix E and elsewhere in this Agreement:

<u>Item/Service</u>	<u>Unit Price</u>	<u>Comments</u>
N/A		

2. Authorization to Purchase. Vitas will provide Facility a list of those individuals authorized to order and/or purchase Purchased Hospice Services from Facility.

3. Billing and Payment. Billing and payment for Purchased Hospice Services shall be governed by the provisions of Appendix F.

## Appendix F

### REIMBURSEMENT

#### I. FOR FACILITY SERVICES.

A. Medicaid Eligible Residential Hospice Patients. For Purchased Hospice Services furnished to a Medicaid Eligible Residential Hospice Patient on a Residential Hospice Care Day, Vitas will pay Facility the amount set forth in Appendix E, and Facility will accept that amount as payment in full for those services and items and will not bill the Medicaid Eligible Residential Hospice Patient or his/her family, representatives, or any third-party payor. For Facility Room and Board Services furnished to a Medicaid Eligible Residential Hospice Patient, Vitas will pay Facility for each Residential Hospice Care Day an amount equal to the then-current Medicaid per diem rate that would have been paid by the State Medicaid program to Facility if the Medicaid Eligible Residential Hospice Patient had not elected to receive hospice care, less the Medicaid Eligible Residential Hospice Patient's personal financial responsibility, if any. Facility shall accept that amount as payment in full for Facility Room and Board Services for the Medicaid Eligible Residential Hospice Patient and will not bill the Medicaid Eligible Residential Hospice Patient or his/her family, representatives, or any third-party payor. Facility will collect and retain the Medicaid Eligible Residential Hospice Patient's personal financial responsibility, if any.

B. Medicare Eligible Residential Hospice Patients. For Purchased Hospice Services furnished to a Medicare Eligible Residential Hospice Patient on a Residential Hospice Care Day, Vitas will pay Facility the amount set forth in Appendix E, and Facility will accept that amount as payment in full for those services and items and will not bill the Medicare Eligible Residential Hospice Patient or his/her family, representatives, or any third-party payor. For Facility Room and Board Services furnished to a Medicare Eligible Residential Hospice Patient, Facility will bill the Medicare Eligible Residential Hospice Patient (or his/her third-party payor) at a rate agreed upon by Facility and the Medicare Eligible Residential Hospice Patient (or the third-party payor), and Facility will accept that amount as payment in full for those services. Vitas will not be responsible for reimbursing Facility for any portion of the cost of Facility Room and Board Services provided to a Medicare Eligible Residential Hospice Patient. This Paragraph B will not apply to Residential Hospice Patients who are eligible for Medicaid benefits.

C. Private Pay Residential Hospice Patients. For Purchased Hospice Services furnished to a Private Pay Residential Hospice Patient on a Residential Hospice Care Day, Vitas will pay Facility the amount set forth in Appendix E and Facility will accept that amount as payment in full for those services and will not bill the Private Pay Residential Hospice Patient or his/her family, representatives, or any third-party payor. For Facility Room and Board Services furnished to a Private Pay Residential Hospice Patient, Facility will bill the Private Pay Residential Hospice Patient (or his/her third-party payor) at a rate agreed upon by Facility and the Private Pay Residential Hospice Patient (or the third-party payor), and Facility will accept that amount as payment in full for those services. Neither Vitas nor Facility will seek reimbursement from the other in the event of a default by a Private Pay Residential Hospice Patient or his/her third-party payor.

D. Other Services. Facility may bill a Residential Hospice Patient (or his/her third-party payor) for (i) Other Facility Services, and (ii) Non-covered Services and Items. Vitas will not be obligated to reimburse Facility for any portion of the cost of any of those items or services.



E. Billing/Payment.

(i) For Facility Room and Board Services furnished to Medicaid Eligible Residential Hospice Patients hereunder, Vitas shall pay Facility the amount set forth in Section A above by no later than the last day of the calendar month following the calendar month in which such Facility Room and Board Services are rendered. Notwithstanding anything contained herein to the contrary, Vitas will have no obligation to pay Facility for any Facility Room and Board Services furnished to a Medicaid Eligible Residential Hospice Patient if (i) Facility would not have received payment from the state Medicaid program for those Facility Room and Board Services if the Medicaid Eligible Residential Hospice Patient had not elected to receive hospice care, or (ii) Vitas is unable to receive payment for Facility Room and Board Services from the state Medicaid program as a result of any restriction, suspension, revocation, or termination of Facility's certification as a Medicaid provider; or (iii) Facility has not provided Vitas with Documentation pursuant to Section 1.9 of Appendix C of the Agreement in order for Vitas to make payment to Facility hereunder.

(ii) For Purchased Hospice Services furnished to a Residential Hospice Patient hereunder, Vitas will pay Facility the amount set forth in Appendix E. On a monthly basis and within 30 days after the provision of any services hereunder, Facility will submit to Vitas complete and accurate invoices for services payable by Vitas hereunder in a format acceptable to Vitas. Vitas shall pay Facility (i) within 60 days after receipt of such invoice, or (ii) if applicable, upon payment by Medicare or Medicaid to Vitas, whichever is later. Vitas will use its best reasonable efforts to obtain prompt Medicare and Medicaid payment.

II. FOR INPATIENT RESPITE SERVICES.

A. Medicare or Medicaid Hospice Patients. For all Inpatient Respite Services furnished to a Hospice Patient who has elected and is eligible for the Medicare or Medicaid hospice benefit, Vitas shall pay Facility a per diem of **\$260.00**. In each case, Vitas shall pay for each full day of Inpatient Respite Services provided in accordance with this Agreement, including the day of admission, but not the day of discharge. In the event a Hospice Patient revokes his/her election of the Medicare or Medicaid hospice benefit, Facility shall seek reimbursement from such Hospice Patient or an applicable third-party payor, but not from Vitas.

B. Other Hospice Patients.

(i) If a Hospice Patient (a) is not enrolled in Medicare or Medicaid, or is enrolled in Medicare or Medicaid but has not elected the Medicare or Medicaid hospice benefit, and (b) Vitas determines that the Hospice Patient is covered under a contract or a third party payment plan that directly reimburses Vitas for Inpatient Respite Services, Vitas shall so notify the Facility in writing and Vitas shall pay to Facility the amount provided for in Section A above as if such Hospice Patients were Medicare or Medicaid Hospice Patients.

(ii) If a Hospice Patient (a) is not enrolled in Medicare or Medicaid, or is enrolled in Medicare and Medicaid but has not elected the Medicare and Medicaid hospice benefit, and (b) Vitas determines that the Hospice Patient is covered under a contract or a third party payment plan that directly reimburses Facility for Inpatient Respite Services, Vitas shall so notify the Facility in writing and Facility shall seek reimbursement for Inpatient Respite Services provided to such Hospice Patients exclusively from them or their appropriate third party payors.

(iii) If a Hospice Patient (a) is not enrolled in Medicare or Medicaid, or is enrolled in Medicare and Medicaid but has not elected the Medicare and Medicaid Hospice benefit and (b) Vitas determines that the Hospice Patient is not covered under a contract or a third party payment plan that reimburses Inpatient Respite Services, Vitas shall pay to Facility the amount provided for in Section A above as if such Hospice Patients were Medicare or Medicaid Hospice Patients.

(iv) Vitas maintains and administers a charity care policy that applies on a uniform and non-discriminatory basis to all patients who seek hospice care services from Vitas (the "Vitas Charity Care Policy"). The grant of a remission of Vitas' charges to a Hospice Patient under the terms of the Vitas Charity Care Policy shall not reduce or otherwise affect Vitas' obligations to pay Facility for Inpatient Respite Services under the provisions of Section A or Section B(i) and B(iii) that Facility provides to such a Hospice Patient. Facility is exclusively responsible for the administration of any charity care policies it maintains and is solely and exclusively responsible for determining the amounts, if any, it seeks from Hospice Patients described in Section B(ii).

C. Payment. For Inpatient Respite Services furnished to Hospice Patients as set forth in Sections A and B (i) above, Vitas shall pay Facility the applicable amount set forth in Sections A and B (i) above by no later than the last day of the calendar month following the calendar month in which such Inpatient Respite Services are rendered.

#### PAYMENT FINAL.

Any and all payments by Vitas pursuant to this Appendix F shall be considered final unless Facility requests adjustments in writing within 30 days following receipt of payment. Facility shall accept all amounts paid hereunder as payment in full for all services furnished and shall not seek or accept additional compensation from Hospice Patient or their families, representatives, or third-party payors, except as provided in this Appendix E. Except as expressly provided in this Appendix F, Vitas shall have no obligation whatsoever to make any payments to Facility or any Facility Personnel. In addition, Vitas shall have no obligation to reimburse Facility for any charges, costs, expenses, or other fees for services that are not in conformity with any Hospice Patient's Plan of Care and/or the terms and conditions of this Agreement. Vitas will have no obligation to pay Facility for any Service if Vitas does not receive a bill for such service within 120 days following the date on which the service was rendered.