



HEALTH SERVICES COMMITTEE
Wednesday, May 10, 2017 at 8:00 a.m.
Rock Haven Conference Room

AGENDA

1. Call to Order
2. Adoption of Agenda
3. Approval of Minutes – April 12, 2017
4. Introductions, Citizen Participation, Communications and Announcements
5. Information Item: Review of Payments
6. **Action Item:** Budget Transfers
7. Finance – Joanne Foss
8. Old Business
 - a. Information Item: Code Alert System
9. New Business
 - a. Information Item: Resident Council Minutes – March (minutes to be provided)
 - b. Information Item: State Survey April 20, 2017
 - c. Information Item: Energy Performance Study for Lighting at Rock Haven
 - d. **Action Item:** Genesis Eldercare Rehabilitation Service Agreement
 - e. **Action Item:** Mercycare Insurance Contract Addendum
 - f. **Action Item:** Wound Care Concepts Inc. Business Associate Agreement
 - g. **Action Item:** Northwest Respiratory Services Contract
 - h. **Action Item:** Incontinence Products Bid Summary Form
 - i. **Action Item:** Resolution for Katherine Sowles for Years of Service at Rock Haven
10. Information Item: Reports
 - a. Census
 - b. Activities

- 1) Staff Education for May
 - a. Code Review
- 2) Resident Council Meeting – May 15, 2017 at 10:15 am.

11. Next Meeting Date - The next regular meeting of the Health Services Committee is scheduled for Wednesday, June 14, 2017 at 8 A.M. in the Rock Haven Conference Room of the Village Commons.
12. **EXECUTIVE SESSION:** Per Section 19.85(1)(c), Wis. Stats. – Performance Evaluation – Nursing Home Administrator
13. Adjournment

SP/ML

*Note to Committee Members: To ensure a quorum is present, please call the Administrative Secretary at 757-5076 if you are unable to attend the meeting.

COMMITTEE REVIEW REPORT
FOR THE MONTH OF APRIL 2017

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
18-1815-0000-62203	NATURAL GAS		04/20/2017	ALLIANT ENERGY/WP&L	1,188.38
HCC BUILDING COMPLEX PROG TOTAL					1,188.38

I have reviewed the preceding payments in the total **\$1,188.38**

Date:

Dept

Committee

COMMITTEE REVIEW REPORT
FOR THE MONTH OF APRIL 2017

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
32-7260-7400-62176	LABORATORY	P1700067	04/20/2017	MERCY HEALTH SYSTEM	924.57
32-7260-7400-62179	PHARMACY	P1700075	04/13/2017	OMNICARE PHARMACIES OF	9,594.82
32-7260-7400-62180	PHYSICAL THERAPY	P1700068	04/13/2017	MJ CARE INC	18,425.78
32-7260-7400-62185	OCCUP.THERAPY	P1700068	04/13/2017	MJ CARE INC	19,273.81
32-7260-7400-62186	SPEECH THERAPY	P1700068	04/13/2017	MJ CARE INC	4,274.58
32-7260-7400-62189	OTHER MED SERV	P1700046	04/06/2017	DEAN HEALTH SYSTEMS	19.03
		P1700069	04/20/2017	MOBILEXUSA	187.36
				RH CONTRACT SERVICES T-18 PROG TOTAL	52,699.95
32-7500-7350-64300	REC THERAPY	P1700130	04/06/2017	CHARTER COMMUNICATIONS	1,871.70
				RH-PROGRAM SERVICE ADMIN. PROG TOTAL	1,871.70
32-8000-8100-63100	OFC SUPP & EXP	P1700053	04/13/2017	JP MORGAN CHASE BANK NA	582.82
32-8000-8100-63104	PRNT & DUPLICATI	P1700053	04/13/2017	JP MORGAN CHASE BANK NA	170.48
32-8000-8100-63109	OTHER SUPP/EXP	P1700050	04/20/2017	GORDON FOOD SERVICE	65.86
		P1700275	04/06/2017	ROCK COUNTY HEALTH CARE	43.24
32-8000-8100-64000	MEDICAL SUPPLIES	P1700048	04/20/2017	FITZSIMMONS HOSPITAL SERVICES	200.50
		P1700062	04/06/2017	MCKESSON MEDICAL SURGICAL MN S	10,069.48
		P1700063	04/06/2017	MEDLINE INDUSTRIES INC	1,654.58
		P1700078	04/06/2017	PATTERSON MEDICAL	189.03
		P1700273	04/06/2017	PROFESSIONAL MEDICAL INC	858.09
32-8000-8100-64003	OXYGEN SUPPLIES	P1700281	04/13/2017	SPECIALIZED MEDICAL SERVICES	1,262.43
		P1701474	04/20/2017	NORTHWEST RESPIRATORY	91.67
32-8000-8100-64408	DISPOSABLES	P1700062	04/06/2017	MCKESSON MEDICAL SURGICAL MN S	5,797.19
				SUPPORT SERVICE MATERIALS PROG TOTAL	20,985.37
32-8000-8200-62104	CONSULTING SERV	P1700075	04/13/2017	OMNICARE PHARMACIES OF	996.25
32-8000-8200-63109	OTHER SUPP/EXP	P1700062	04/06/2017	MCKESSON MEDICAL SURGICAL MN S	1,728.30
		P1700075	04/13/2017	OMNICARE PHARMACIES OF	901.49
				SUPPORT SERVICE PHARMACY PROG TOTAL	3,626.04
32-8000-9100-63109	OTHER SUPP/EXP				

COMMITTEE REVIEW REPORT
FOR THE MONTH OF APRIL 2017

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
		P1700276	04/06/2017	ROCK COUNTY HEALTH CARE	406.06
		P1700284	04/06/2017	SYSCO FOODS OF BARABOO LLC	448.50
32-8000-9100-64102	DAIRY				
		P1700045	04/06/2017	COUNTRY QUALITY DAIRY	2,211.76
		P1700284	04/06/2017	SYSCO FOODS OF BARABOO LLC	593.72
32-8000-9100-64105	GROCERIES				
		P1700050	04/06/2017	GORDON FOOD SERVICE	5,026.84
		P1700076	04/06/2017	PAN-O-GOLD BAKING CO	568.01
		P1700284	04/06/2017	SYSCO FOODS OF BARABOO LLC	3,464.38
		P1700285	04/06/2017	TROPIC JUICES INC	850.20
32-8000-9100-64107	MEAT				
		P1700050	04/06/2017	GORDON FOOD SERVICE	1,781.95
		P1700284	04/06/2017	SYSCO FOODS OF BARABOO LLC	1,163.13
32-8000-9100-64109	SUPPLEMENT				
		P1700273	04/06/2017	PROFESSIONAL MEDICAL INC	358.47
		P1700284	04/06/2017	SYSCO FOODS OF BARABOO LLC	779.10
SUPPORT SERVICE FOOD SERVICE PROG TOTAL					17,652.12
32-8000-9200-62420	MACH & EQUIP RM				
		P1700108	04/20/2017	BATTERIES PLUS LLC	105.12
		P1700111	04/20/2017	DIRECT SUPPLY EQUIPMENT	418.94
		P1700123	04/06/2017	LAND AND WHEELS	322.43
32-8000-9200-62450	GROUNDS IMPR R&M				
		P1700247	04/20/2017	E AND S SNOWPLOWING	286.00
32-8000-9200-62463	FIRE ALARM				
		P1701184	04/20/2017	FOLEY ELECTRIC INC	950.00
32-8000-9200-62470	BLDG R & M				
		P1700115	04/20/2017	FIRST SUPPLY MADISON LLC	160.40
		P1701149	04/20/2017	HALLMAN LINDSAY INC	109.95
32-8000-9200-63109	OTHER SUPP/EXP				
		P1700116	04/20/2017	HOH WATER TECHNOLOGY INC	505.00
		P1700119	04/20/2017	HOME DEPOT/GECF	32.81
		P1700120	04/20/2017	JACK AND DICKS FEED AND GARDEN	652.68
SUPPORT SERVICE MAINTENANCE PROG TOTAL					3,543.33
32-8000-9300-62163	LAUNDRY				
		P1700041	04/06/2017	ARAMARK UNIFORM SERVICES INC	4,135.04
32-8000-9300-62164	DISPOSAL SERV				
		P1700040	04/13/2017	ADVANCED DISPOSAL SERVICES	1,366.34
		P1700073	04/06/2017	OFFICE PRO INC	31.48
32-8000-9300-63109	OTHER SUPP/EXP				
		P1700053	04/13/2017	JP MORGAN CHASE BANK NA	127.30
		P1700066	04/20/2017	MENARDS	46.53
32-8000-9300-63111	PAPER PRODUCTS				
		P1700062	04/20/2017	MCKESSON MEDICAL SURGICAL MN S	1,314.07
		P1700272	04/20/2017	PROFESSIONAL MEDICAL INC	938.24
32-8000-9300-63404	JANITOR/CLEANING				

COMMITTEE REVIEW REPORT
FOR THE MONTH OF APRIL 2017

Account Number	Account Name	PO#	Check Date	Vendor Name	Inv/Enc Amt
		P1700283	04/20/2017	SUPPLY WORKS	543.51
				SUPPORT SERVICE ENVIRONMENTAL PROG TOTAL	8,502.51
32-8000-9500-64200	TRAINING EXP				
		P1700062	04/20/2017	MCKESSON MEDICAL SURGICAL MN S	45.85
32-8000-9500-64415	PROVIDER TAX				
		P1700286	04/13/2017	WISCONSIN DEPARTMENT OF	21,760.00
32-8000-9500-64416	LICENSES				
			04/20/2017	BURNETT,SHARI L	86.00
			04/06/2017	KELLEY,DAKOTA	86.00
			04/20/2017	RUIZ DEMARKO,ELVIRA	86.00
				SUPPORT SERVICE ADMINISTRATION PROG TOTAL	22,063.85
32-8000-9700-62174	INTERNIST				
		P1700288	04/06/2017	WEST MD,WILLIAM PETER	5,590.00
				SUPPORT SERVICE MEDICAL STAFF PROG TOTAL	5,590.00
32-9000-9910-65109	OTHER INS				
		P1700101	04/20/2017	MMIC INSURANCE INC	26,464.00
				GENERAL SERVICE INSURANCE PROG TOTAL	26,464.00
32-9000-9940-61920	PHYSICALS				
		P1700074	04/20/2017	OCCUPATIONAL HEALTH CENTER	25.00
				GENERAL SERVICE EMP BENEFITS PROG TOTAL	25.00

COMMITTEE REVIEW REPORT
FOR THE MONTH OF APRIL 2017

<u>Account Number</u>	<u>Account Name</u>	<u>PO#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Inv/Enc Amt</u>
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I have reviewed the preceding payments in the total \$163,023.87

Date: Dept _____
Committee _____

THERAPY SERVICES AGREEMENT

THIS THERAPY SERVICES AGREEMENT (the "Agreement") is made this 11th day of April, 2017 by and between Genesis ElderCare Rehabilitation Services, LLC, d/b/a Genesis Rehabilitation Services, a Pennsylvania limited liability company ("Genesis") and County of Rock County Clerk d/b/a Rock Haven, ("Facility") located at 3400 County Truck Hwy F, Janesville, Wisconsin 53547. Services provided under this Agreement shall commence on the 10th day of July, 2017 (the "Commencement Date").

BACKGROUND

A. Facility operates a skilled nursing facility and is in need of professionals to provide certain therapy services to it and its residents, including physical therapy, occupational therapy and speech/language pathology. Facility's Medicare and/or Medicaid provider number(s) is/are _____ and its Medicare MAC or fiscal Intermediary is _____.

B. Genesis employs and contracts with licensed professionals to perform said therapy services.

C. Facility desires to purchase said therapy services from Genesis and Genesis desires to furnish said therapy services to Facility on the terms set forth herein.

TERMS

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Duties and Responsibilities of Genesis.

1.1 Genesis agrees to provide fully credentialed therapists as defined by state regulation and payer requirements ("Therapists") to the Facility to perform the therapy services ("Services") listed on Schedule "A" attached hereto upon Genesis' receipt of (i) the written order of an attending physician given in accordance with accepted professional standards; and (ii) specific authorization to treat the resident from a representative of Facility. The defined term "Therapists" shall also include student therapists or volunteers supervised by Genesis at the facility. Services will be provided in accordance with professional standards and federal and state regulations and guidelines. If, in Facility's reasonable judgment, any Genesis Therapist or other personnel has failed to adequately perform his or her material job responsibilities or has failed to act in accordance with applicable standards of professional or ethical conduct, Facility shall notify Genesis in writing. Genesis shall investigate such claim and notify Facility of its result within a reasonable time. If, in the reasonable judgment of Facility, the performance of the identified individual remains unsatisfactory, Facility may request that such individual be removed from providing services at the Facility.

1.2 Genesis agrees to assist in Facility's evaluation of residents, and to plan and direct care for the Facility's residents in accordance with established plans of treatment and physician's written orders.

1.3 Genesis agrees to supervise and train the Therapists and provide clinical management services in connection with the implementation and delivery of Services consistent with a physician's care plan. Notwithstanding the foregoing, Facility is responsible for management of resident care.

1.4 Genesis agrees to operate in accordance with the Facility's policy that pertains to patient care and procedures, provided such are provided to Genesis. At the Facility's request, Therapists will: (i) attend the Facility's selected staff conferences essential to therapy care in connection with the provision or administration of Services; and (ii) participate in select on-site educational or utilization review programs.

1.5 Genesis agrees to pay the compensation and benefits of the Therapists, including all applicable payroll taxes and workers' compensation and unemployment insurance premiums.

1.6 Genesis agrees to maintain and, in accordance with applicable laws, make available to the Facility at all reasonable times all Genesis billing records required by any fiscal intermediary/MAC, governmental agency, Facility or any other party to whom billings are rendered for services hereunder.

2. Duties and Responsibilities of Facility.

2.1 Facility shall provide all equipment and supplies necessary for the provision of rehabilitation services pursuant to the provisions in Schedule A. Facility shall (i) set aside designated areas adequate for Genesis's provision of the Services (including, but not limited to, adequate storage space for equipment and supplies) and (ii) maintain such designated areas in accordance with applicable federal, state and local laws, rules, standards and regulations. Without limiting the foregoing, Facility shall supply the necessary utilities and support services (such as laundry and housekeeping) reasonably necessary to allow Genesis to provide the Services at Facility. Genesis will use such space, utilities and support services solely for the purpose of fulfilling its duties under this Agreement. Genesis has the right to procure specialized equipment or supplies on an as needed basis, and such equipment and supplies shall remain the property of Genesis. Any equipment or supplies procured by Genesis shall be and remain free and clear of all liens, claims or encumbrances of any kind created by or against the Facility and will be maintained as well as calibrated (as appropriate) in accordance with the manufacturer's recommendations.

2.2 Facility agrees to provide sufficient support personnel to have residents ready to receive rehab services at the agreed upon times and to transport residents to the rehab space. Facility agrees to provide timely notice to Genesis of admissions and discharges of therapy residents. Facility further agrees to provide timely notice to Genesis of individual resident's inability to receive therapy due to illness, discharge or any other reason that would affect the scheduled therapy for any resident. Facility acknowledges its duties under this Section 2.2 greatly impacts the efficiency of the Genesis Therapists. Genesis will provide a scheduled to the unit.

2.3 Facility shall (i) have primary responsibility for filing and maintaining all resident records, and (ii) make available to Genesis for review the individual resident treatment records necessary for the proper evaluation, screening and treatment of Facility's residents. Facility shall secure written consent from its eligible residents authorizing Genesis to access their medical records for the purpose of Genesis's fulfilling its obligations under this Agreement.

Genesis agrees to abide by all federal, state and local laws, rules and regulations pertaining to the confidentiality of such resident records.

2.4 Facility shall have responsibility for performing and completing the Minimum Data Set ("MDS") assessment for all residents. Facility shall be responsible for assessing each resident and ensuring that the acuity level for each resident has been properly documented to permit the resident to be assigned to the appropriate Resource Utilization Group.

2.4.1 Facility shall assume responsibility for essential pre-authorization of patients' services as required through the Facility's Managed Care services agreement or contract with the exception of Medicaid Title 19 for which Genesis will assume the responsibility of pre-authorization for services of outpatient therapy.

2.5 Facility shall be responsible for obtaining all required written orders for provision of the Services to eligible residents from their attending physicians in accordance with accepted professional practices. Facility shall also be responsible, in consultation with the physician who certifies a resident's care plan and the Therapists, for determining when to initiate, alter and/or terminate the provision of services to a Facility resident.

2.6 Except as otherwise set forth in this Agreement, Facility shall be responsible for, and incur the cost associated with, preparation and submissions of all bills and claims for reimbursement to residents and any government programs and other third-party payors.

2.7 Facility shall provide thirty (30) days' written notice of (i) the sale of all or substantially all of the assets of Facility, or (ii) the transfer of more than fifty percent of the outstanding equity of Facility (collectively or individually, "Change of Ownership"). Such notice shall include the name, address and phone number of the purchaser, as well as any person implementing the Change of Ownership, ("Escrow Agent"). At the closing, Facility shall cause Escrow Agent to disburse to Genesis all amounts owed for Services rendered through the date of closing.

2.8 Facility shall immediately notify Genesis of any legal, administrative or governmental surveys, investigations, reviews, or proceedings initiated against it or any provider that might affect Facility's ability to perform its duties and obligations under this Agreement.

2.9 **Denial of Payment.** Except as specified in Section 2.10 and 2.11, below, if Medicare or its agent notifies Facility of a determination, after final appeal, that Medicare (due to inaccurate, incomplete or untimely information required to be provided by Genesis with respect to any Service) is reclassifying a patient to a lower RUG category or is disallowing any Medicare Service, Facility will be entitled to offset against Genesis' next invoice to Facility an amount equal to the amount previously paid to Genesis for such unreimbursed Service. If the Agreement is terminated and the Facility has paid for all services accrued through the date of termination, this provision will continue in force, except that Genesis will be required to refund to Facility the amount previously paid to Genesis for those services that are disallowed and recaptured and relate to such reclassification or denial. Upon successful appeal of any denied claims that previously resulted in a retraction of monies by Medicare from Facility and an offset by Facility from Genesis, Facility will repay that portion of the overturned claim related to Genesis's services within thirty (30) days of repayment by Medicare.

2.10 **Genesis Notification of Denial.** Facility shall notify Genesis of the receipt of any such denial, RUGs reclassification notice or appeal decision ("Notice") or upon a

Medicare denial of any claim or cost report adjustment related to Genesis' Services within ten (10) business days of the date of such Notice. Notification shall be via the Genesis portal unless a different method is expressly designated in writing by Genesis to Facility. If notification is received after ten (10) business days of the date of the Notice, then Genesis retains the right in its discretion to accept or reject pursuit of appeal. If Facility fails to notify Genesis as required by this section, Facility shall remain responsible for compensating Genesis for any Services which are the subject of such Notice and shall have no right to offset such unreimbursed amounts as provided in Section 2.11.

2.11 Appeal Rights. Upon Genesis' request, and to the extent allowed by law, Facility shall allow Genesis to timely appeal any Notice received in connection with Genesis' Services. The parties agree to cooperate in preparing such appeal. Facility shall provide any and all Facility records related to the Claim denial that are reasonably requested by Genesis to advance the appeal of the denial. If the Notice resulted from the error or omission of Genesis, Facility shall appoint Genesis to act as its agent for purposes of conducting the appeal and Genesis shall be responsible for preparing such appeal and the costs associated with the appeal. Facility shall grant to any fiscal agency involved, the right to discuss the status of the Claim with Genesis and shall provide copies of all other notices related to the appeal of denials within ten (10) days of the Notice date. (Notification will be via the Genesis portal or some other mutually agreed upon electronic means that provides a time and date stamp of when Notice was received.) If notification is received after ten (10) business days of the date of the Notice, then Genesis retains the right in its discretion to accept or reject pursuit of appeal.

2.12 Facility shall have no right of offset for any denial, disallowance or reduction in reimbursement caused by or resulting from the failure of Facility, its agents or employees to (i) comply with any provisions of this Agreement; (ii) correctly bill Medicare or the appropriate fiscal intermediary or other third-party payor; (iii) incorrectly complete and file the resident's MDS assessment, including the timelines of the assessment; or (iv) correctly determine or communicate to Genesis a resident's eligibility for coverage or change in coverage status. Facility shall also have no right to offset, or be considered a breach by Genesis, if Genesis did not provide Services to a particular resident because: (a) the resident was ill and unable to receive Services; (b) the resident refused treatment; (c) the resident was unavailable for Services; (d) the Services were not ordered by a physician or were not appropriate, as determined by Genesis. Facility shall have no right to offset for any amounts for which Medicare refuses to reimburse Facility for a Service except as otherwise specifically provided herein.

3. Fees.

3.1 Facility agrees to compensate Genesis for Services rendered to the Facility's residents and/or Facility in accordance with the Fees listed on Schedule "B", "C" and "D" attached hereto. Fees vary depending on: (a) the Facility's source of payment for such Services; and (b) each resident's level of care which will be agreed upon by the Facility and Genesis prior to Therapists rendering Services. Beginning on the first anniversary and continuing on each anniversary during the term of this Agreement thereafter, the rates shall be adjusted to reflect a 5% increase on overall charges.

3.2 Facility agrees to pay Invoices within thirty (30) days of Genesis's submission of such Invoice. A convenience fee of 2.5% of the payment amount will be billed to process payments via credit card. Genesis agrees to provide a detailed description of the Services rendered to each resident during the period covered by the Invoice. If Facility disputes any Invoice, it shall and must do so within thirty days of the date of the Invoice. Invoices not paid within thirty (30) days shall accrue interest at the rate of 1.5% per month; provided that, in no

event shall interest be charged in excess of the amount permitted by applicable law. Facility agrees to reimburse Genesis for any and all costs incurred to collect payment of Services from the Facility, including, without limitation, reasonable attorneys' fees. In the event that Facility's payment is not received within the specified time frame, Genesis reserves the right to suspend Services until such time that all past due payments have been received.

3.3 Except to the extent required by law, Genesis agrees not to directly bill any resident, governmental agency or other third party for Services rendered pursuant to this Agreement.

4. Term and Termination.

4.1 The term of this Agreement shall commence on the commencement date written above and shall continue in full force and effect until the second anniversary of such date. Following the Initial term, this Agreement shall be automatically renewed for successive one-year terms. At the time of renewal, the fees payable pursuant to this Agreement may be renegotiated in good faith.

4.2 This Agreement may be terminated by either party, without cause, at the end of the initial term or any renewal term hereof upon written notice given to the non-terminating party sixty (60) days prior to the end of the initial term or any renewal term, as the case may be, provided, however, notice of non-renewal from the Facility will not be valid unless it is current in its payments to Genesis pursuant to Section 3.2.

4.3 In the event of material breach of this Agreement by either party, the non-defaulting party may terminate this Agreement by giving the breaching party thirty (30) days prior written notice; provided that, upon date of such notice, the breaching party shall have thirty (30) days to cure such breach. Notwithstanding the foregoing, Genesis shall have the right to terminate this Agreement immediately: (i) upon the Facility's breach of Sections 3.2, 6, 8, 9, 10 or 11; (ii) if any license, permit or approval required for the operation of the Facility cannot be obtained or is at any time suspended; or (iii) in the event of voluntary or involuntary bankruptcy or similar insolvency actions by or against the Facility.

4.4 Termination of this Agreement shall not affect the rights and obligations of the parties arising out of any Services performed prior to the effective date of such termination.

5. Independent Contractor. In performing the Services hereunder, the parties acknowledge and agree that Genesis and its Therapists are acting as independent contractors and not as the agent, partner or employee of the Facility. This Agreement shall not create a joint venture, partnership or other joint business relationship. As an independent contractor, Genesis and its Therapists are not exclusively limited to performing services for the Facility and are entitled to provide services for parties other than the Facility. Genesis agrees to indemnify and hold the Facility harmless from any and all taxes, penalties and interest arising from Genesis' failure to pay, as they become due, all federal and state taxes due and payable on the compensation paid to Genesis.

6. Insurance.

6.1 At all times during the term of this Agreement, Facility and Genesis agree to maintain in full force and effect sufficient general liability insurance in minimum amounts of \$2,000,000 per occurrence and \$5,000,000 aggregate amount covering the Facility and the

Facility's employees, and Genesis and Genesis' employees, as the case may be, in the performance of Services.

6.2 At all times during the term of this Agreement, Facility and Genesis agree to maintain in full force and effect sufficient professional liability insurance in minimum amounts of \$2,000,000 per occurrence and \$5,000,000 aggregate amount covering the Facility and the Facility's employees, and Genesis and Genesis' employees, as the case may be, in the performance of services.

7. **Non-Discrimination.** Neither party shall discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran status or handicap in providing services under this Agreement or in the selection of employees or independent contractors.

8. **Proprietary Items.**

8.1 It is expressly understood that the systems, methods, procedures, written materials and controls, including this Agreement (collectively, "Confidential Information") employed by either the Facility or Genesis in the performance of Services under the Agreement are proprietary in nature and shall remain the property of the Facility or Genesis, as the case may be. Facility and Genesis's respective Confidential Information shall not, at any time, unless prior written approval is obtained from the party owning the information, be utilized, distributed, copied, disclosed to any third party or otherwise employed or acquired by the other party except in the performance of each party's respective obligations under this Agreement. This provision shall survive termination of this Agreement.

8.2 With respect to Genesis, its confidential information includes, but is not limited to: (a) policy and procedure manuals, proposals, financial data, memoranda, and handbooks; (b) computer software developed or provided to Facility by Genesis, including all documentation related thereto; (c) all proprietary methods, techniques, and procedures utilized by Genesis to the extent same are not readily available through the public domain; (d) all marketing strategies, demographics, and other materials not readily available through the public domain; (e) all trademarks, trade names, and service marks of Genesis; and (f) all other intellectual property, information, documentation, data, and technology relating to Genesis's business, trade secrets, customers, and finances, without regard to the medium of storage or method of transmission of such information.

8.3 Upon termination or expiration of this Agreement, Facility shall immediately return all Confidential Information to Genesis, and Facility has no further right to use, utilize or access such Confidential Information.

8.4 Both parties acknowledge that the others Confidential Information disclosed pursuant to this Agreement is done in confidence and with the understanding that it constitutes valuable business information developed at great time and expense of the disclosing party. Each party agrees that it will not, without the express prior written consent of the other, use the Confidential Information for any purpose, other than the performance of this Agreement. Each party further agrees to maintain the confidentiality of the Confidential Information, and not disclose it to any third party, except to the extent such disclosure is required by law, pursuant to a subpoena or other legal process. If any person seeks to compel Facility or Genesis to disclose the others party's Confidential Information, then Facility or Genesis, as the case may be, shall promptly notify the other party so that it may have the opportunity to seek an appropriate protective order.

8.5 Facility and Genesis each recognize and agree that violation or breach of this Section would result in irreparable harm to the other party, such that no adequate remedy at law would be available. Therefore, Facility and Genesis both agree to waive any defense that the other party has an adequate remedy at law and agree that the other party may enforce its rights in equity by injunctive or other equitable relief, in addition to whatever other remedies it may have. Both parties also waive any requirement for the securing or posting of any bond in connection with the obtaining of such injunctive or other equitable relief.

8.6 The provisions of this Article 8 shall survive the termination of this Agreement.

9. **HIPAA Compliance.** The parties hereto acknowledge that they are both covered entities and that they are aware of and will comply with all applicable laws and regulations with respect to confidentiality of protected health information and HIPAA/HITECH.

10. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year following the termination of this Agreement for any reason whatsoever, Facility shall not, directly or indirectly, for Facility or on behalf of any other person or business entity: (a) solicit, recruit, entice or persuade any therapist or other employee of Genesis to leave the employ of Genesis or to contract with Facility or any third party; or (b) employ or use as an independent contractor any individual who was employed or utilized as a contractor by Genesis at any time during the six (6) months prior to such proposed employment or contracting. "Indirectly employ" shall include, but not be limited to, Facility contracting with, or receiving therapy services from, another provider who employs or contracts with any person who was employed or contracted by Genesis and provided Services to Facility within the previous six (6) months. Recognizing that money damages resulting from a breach of this section would be difficult to prove, Facility agrees that such breach will render it liable to Genesis for liquidated damages in the amount of twenty thousand dollars (\$20,000) for each individual.

11. **Exclusivity.** Genesis will be the sole and exclusive provider of Services to the residents at the Facility during the term of this Agreement, unless otherwise requested in writing by any resident in the Facility.

12. **Notices.** Any notice, request, demand, consent, approval of other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon actual delivery, if delivery is by hand, email or facsimile transmittal or (ii) the first business day following delivery to any nationally recognized overnight delivery service, or (iii) five (5) days after it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Each such notice shall be sent to the respective parties at the addresses indicated below:

If to Genesis:

Genesis Rehabilitation Services
101 East State St.
Kennett Square, PA 19848
Attention: Lou Ann Soika, SVP

With a copy to:

Genesis Rehabilitation Services
101 East State Street
Kennett Square, PA 19348
Attention: Law Department
Facsimile: 484-813-6665
Email: lawdepartment@genesishcc.com

If to Facility:

Rock Haven
3400 County Truck Hwy F
Janesville, WI 53547
Attention: Administrator

Any party may change its address for purposes of the Section by giving the other parties ten (10) days' prior written notice in accordance with this section.

13. **Access to Books and Records.** Pursuant to Section 1395X(v)(1)(I) of Title 42 of the United States Code and applicable rules and regulations thereunder, until the expiration of four (4) years after the termination of this Agreement, Genesis shall make available, upon appropriate written request by the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or the applicable state agencies or departments, or any of their duly authorized representatives a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Genesis under this Agreement. Genesis further agrees that in the event it carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a 12-month period, such subcontract shall contain a clause identical to that contained in the first sentence of this Section.

14. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed; provided that either party may assign this Agreement to any affiliate of such party, or to any party acquiring substantially all of the assets or stock of such party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Facility acknowledges and agrees that Genesis may, in its discretion, utilize independent contractor(s) in its provision of services hereunder, and such shall not constitute a violation of this provision.

15. **Amendments and Waivers.** This Agreement may be amended, modified or varied only by agreement in writing, duly executed by the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the continuing waiver of the same or any other term or condition.

16. **Governing Law.** This Agreement will be deemed to have been made in and its validity and interpretation shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, County of Chester, without regard to the conflict-of-law rules of Pennsylvania or any other state.

17. **Headings.** The captions herein have been inserted solely for convenience of

reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

18. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter of this Agreement.

19. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

20. **Counterparts.** This Agreement may be executed in two or more counterparts each of which will be deemed an original, but together will constitute one and the same instrument.

21. **Fair Market Value.** The amounts to be paid by Facility to Genesis hereunder have been determined by the parties through good faith and arms-length bargaining to be the fair market value of the services to be rendered hereunder. No amount paid or to be paid hereunder is intended to be, nor shall it be construed as, an offer, inducement or payment, whether directly or indirectly, overtly or covertly, for the referral of residents by Facility to Genesis, or by Genesis to Facility, or for the recommending or arranging of the purchase, lease or order of any item or service. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback or other reduction in charge. For purposes of this Section, "Genesis" and "Facility" shall include each such entity and any affiliate thereof.

22. **Program Representations.** Genesis and Facility hereby represent, warrant and covenant to each other that as of the date of this Agreement, and for the entire term and any renewal hereof, with respect to any federal health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) or any State health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(h)) (collectively, the "Programs"); neither (a) the representing party; (b) any individual with a direct or indirect ownership or central interest of five percent (5%) or more of the representing party; nor (c) any director, officer, agent or employee of the representing party; has ever been debarred, suspended or excluded from any Program, or convicted of a felony offense related to the delivery of health care services. Each party covenants to immediately notify the other in writing if this representation is no longer true, or if such party is sanctioned or has a civil monetary penalty levied under any Program.

23. **Change in Law.** Notwithstanding anything to the contrary contained in this Agreement, in the event that any Medicare and/or Medicaid law, rule, regulation or payment policy, or any other applicable law or regulation, or any interpretation thereof, at any time, is modified, implemented, threatened to be implemented, or determined to prohibit, restrict or in any way materially change the terms of this Agreement, or by virtue of the existence of this Agreement has or will have a material adverse affect on either party, then Genesis and Facility agree to negotiate in good faith to amend this Agreement in a manner consistent with such change and the intent of the parties.

24. **Indemnification.** Each party agrees to indemnify the other, its affiliates and its respective officers, directors, employees and agents against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, court costs and attorney's fees resulting from or arising out of, directly or indirectly, any act or omission (including, but not limited to, any

neglect, reckless or intentional act or failure to act) by its officers, directors, employees and agents or any failure by its officers, directors, employees and agents to perform any obligation undertaken in or any covenant made under this Agreement. Upon notice, each party shall resist and defend at its own expense, and by counsel reasonably satisfactory to the other, any such claim or action.

25. **Confidentiality.** In order to facilitate the performance of this Agreement each party may deem it necessary to disclose to the other certain proprietary and/or confidential personnel information, financial information, market information, pricing information and service delivery information. Facility agrees that all prices referenced in this Agreement are to be kept confidential and will not be disclosed to another person or entity except as required by law. Each party agrees to keep all such information strictly confidential. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by Genesis or Facility by virtue of this Agreement.

26. **No Violation.** Neither party shall be deemed to be in violation of this Agreement if it is, or reasonably determines that it is, prevented from performing any of its duties or obligations hereunder for any reason beyond such party's control, including without limitation flood, storm, strikes, acts of God or the public enemy, or statute, ordinance, rule or action of any applicable governmental entity.

27. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of this Agreement, whether of a similar or dissimilar nature.

28. **No Construction Against Drafter.** No inference in favor of, or against, any party to this Agreement shall be drawn from the fact that such party has drafted any portion of this Agreement.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first written above.

Genesis Eldercare Rehabilitation Services, LLC

County of Rock County Clerk d/b/a
Rock Haven

By: _____
Lou Ann Solka
SVP

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

Date: _____

SCHEDULE "A"

SERVICES

Genesis agrees to provide the following clinical rehabilitation services:

Physical Therapy

Occupational Therapy

Speech Language Pathology

Screenings on the following basis:

- Admission
- Re-Admission
- Referral

Care Plan Participation

- Residents on Active Caseload
- Resident and Caregiver Family Education for Residents on Active Caseload

Regulatory Updates via email, conference calls and Adobe Connect Presentations

Performance Reports: Clinical, Financial and Operational Reporting* to include:

- Utilization Report (CRM)
- MBI: Modified Barthel Index

*Additional and/or customized reporting will be subject to a fee.

Timely and Accurate Provision of MDS Data

Billing information via electronic upload

Access to Customer Portal

Initials

Date

GENESIS

Initials

Date

FACILITY

SCHEDULE "B"

ADDITIONAL SERVICES

The services outlined below as well as any additional non-routine services requested and agreed upon by both parties will be provided for up to 16 hours per month.

Participation in Clinical Meetings - falls prevention, contractures prevention, restraint reduction, wound rounds, weight loss

Daily Admission/Medicare Meetings

4 In-services per year (1 per quarter) to be chosen from Customer Selection Form

2 Formal Clinical programs/year to be chosen from Customer Selection Form

Facility may request Genesis to provide additional services above the 16 hours per month outlined above. Such request should be approved, in advance, by an authorized individual of the Facility. All services above the allotted 16 hours per month will be billed at a rate of sixty five dollars (\$65.00) per hour.

Initials Date

GENESIS

Initials Date

FACILITY

SCHEDULE "C"

**FEES FOR RESIDENTS OTHER
THAN THOSE COVERED UNDER
MEDICARE "A"**

1. For residents covered under Medicare Part B, and other Fee for Service arrangements, Facility agrees to compensate Genesis for all clinical rehabilitation services and related activities provided by Therapists at 76% of the Full Outpatient Fee Schedule established by the Centers for Medicare and Medicaid Services ("CMS")
2. For residents covered under Per Diem Managed Care Contracts, Facility agrees to compensate Genesis for all direct clinical treatment at one dollar and one cent (\$1.01) per minute. Direct clinical treatment time will be established prior to treatment being delivered.
3. None of the provisions of this Schedule "C" apply to residents covered under Medicare "A" and other Payers reimbursed on a RUG Basis, see Schedule "D".

Initials Date

GENESIS

Initials Date

FACILITY

SCHEDULE "D"

**FEES FOR RESIDENTS COVERED UNDER MEDICARE "A" AND OTHER PAYERS
REIMBURSED ON A RUG BASIS**

Facility agrees to compensate Genesis for all clinical rehabilitation services and related activities provided by Therapists at the following rate:

RUGS Classification	Rate
Rehab Ultra High	\$ 103.89 per day
Rehab Very High	\$ 72.14 per day
Rehab High	\$ 46.89 per day
Rehab Medium	\$ 21.64 per day
Rehab Low	\$ 6.49 per day
Non-Rehab	\$ 3.50 per day

1. The established rates would apply to each day the resident is placed in a rehabilitation RUG.

2. The established rates would apply to residents receiving rehabilitation services but placed into a non-rehabilitation RUG group; or residents who receive services on the day of discharge from the Medicare A program; or residents who receive services on a day in which the resident is not counted in the Medicare A census (Midnight Rule).

3. Facility agrees that the rates contained in this Schedule "D" shall apply regardless of whether Facility is actually reimbursed at such level with respect to Services rendered to a particular resident by the applicable payor.

4. None of the provisions of this Schedule "D" apply to residents who are NOT covered under Medicare "A" and other Payers Reimbursed on a Rug Basis; see Schedule "C."

Initials Date

GENESIS

Initials Date

FACILITY

Equipment and Supply List

Equipment

Accessorized Multi-purpose Combo Rack
4x7 Valueline Economy Mat Table
Standard Automatic Table
Sammons Preston Revolving Stool
Mettler Electrotherapy Cart
Sonicator 990 Plus Combo Unit
8-Pac Tropic Heater
Mounted Platform Parallel Bars
Portable Mirror
Pulse Oximeter
Work Nesting Stools (set of 3)

Physical Therapy Supplies

EZ Troid Electrodes (2" Diameter)
Ultrasound Gel
Cervical Hot Packs
BP Cuff
72" transfer belt – neutral
8" Goniometer
12 ½ Goniometer
Electronic Stopwatch
Economy Pedal Exerciser
60" Transfer Belt – Pastel
Cando Plyometric Weighted Balls – set of 6
Cervical Hot Pack Cover
Standard Hot Pack Cover
Geriatric exercise Prescription Kit

Occupational Therapy Supplies

Stacking Cones
Theraputty – set of 5
Latex power free gloves – Med Size
Rolyan Graded Pinch exerciser
Graded ROM Arc
Therabath Pro w/scent free paraffin
Assistive Device Kit 4
Hand helper
Rolyan Reach'n Range Overhead Pulley
Jamar Hand Evaluation Kit

Speech Therapy Supplies

The Source for Alzheimers & Dementia
Arizona Battery for Communication Kit
Language Activity Resource Kit
Accessorized Multi-purpose Combo Rack
SR-Cognition: A Cognitive-Communication kit

Initials

Date

GENESIS

Initials

Date

FACILITY

Addendum to:
ATTACHMENT D
To Service Agreement
Between
MercyCare Insurance Company
and
Rock Haven Nursing Home

Provider reimbursement is as follows:

I HMO COMMERCIAL FEE SCHEDULE including: W1, W2, W3, W4, P1, P2, P3, W9, T30000, T30002 T30004, SH, SE, SP, and individual plans

Physician Services reimbursement for inpatient services only:

Code	Description	Payment
99304	Annual Physical Exam	\$90.94
99307	NH Visit 15 Min.	\$44.25
99308	NH Visit 25 Min.	\$68.45
99309	NH Visit Detailed 35 Min.	\$90.55
99315	NH Discharge Day Mgt < 30 Min.	\$72.76

Effective Date: _____

MercyCare Insurance Company

Rock Haven Nursing Home

By _____

By _____

Name B. Patrick Cranley

Name _____

Title Sr. Vice President & COO

Title _____

Date _____

Date _____

WOUND CARE CONCEPTS, INC.

Innovative Technology for Better Part B Wound Care Billing & Compliance

BUSINESS ASSOCIATE AGREEMENT

Parties

Legal Name	County of Rock County Clerk	Wound Care Concepts, Inc.
Place of Formation	Wisconsin	Pennsylvania
Facility Name	Rock Haven	Wound Care Concepts, Inc.
Address	3400 N. County Trunk Hwy F Janesville, WI 53547	2701 Bartram Road Bristol, PA 19007
Contact Name	Sue Prostko Donna Clark	Betsy Meyers, MBA, LNHA, ACHE
Contact Title	Administrator DON	Vice President – Midwest Region
Contact Telephone	608-757-5076	630-219-9213
Contact Fax	608-757-5026	866-721-6405
Contact Email	sue.prostko@co.rock.wi.us donna.clark@co.rock.wi.us	bmeyers@gentall.com
Facility NPI Number	Prostko	

Affiliates

Note: "Affiliate means any owned or controlled affiliate of Associate subject to this Agreement, such as those in a chain under common ownership, management or control.

- There are _____ Affiliates subject to this Agreement and Affiliate Addenda is attached.
- There are no Affiliates subject to this Agreement.

IN WITNESS WHEREOF, Business Associate and Facility and any Affiliates have caused this Agreement to be signed and delivered by their duly authorized representatives, of the date set forth below.

"FACILITY"
COUNTY OF ROCK COUNTY CLERK DBA
ROCK HAVEN

"BUSINESS ASSOCIATE"
WOUND CARE CONCEPTS, INC.

Signed: _____

Signed: _____

Printed: _____

Printed: Betsy Meyers

Title: _____

Title: VP Midwest Region

Date: _____

Date: _____

WOUND CARE CONCEPTS, INC. OFFICE USE ONLY

Reviewer: _____

Date: _____

Facility No. _____

Remarks: _____

WHEREAS, Facility will make available and/or transfer to Business Associate certain information, in conjunction with goods or services that are being provided by Business Associate to Facility, that is confidential and must be afforded confidential treatment and protection in accordance with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended ("HIPAA"); and

WHEREAS, Business Associate will have access to and/or receive from Facility certain information that can be used or disclosed only in accordance with this Agreement and the Privacy Rule.

NOW, THEREFORE, Facility and Business Associate for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be bound, agree as follows:

1. **DEFINITIONS:**

- a. **Breach** shall have the same meaning as the term "breach" in 45 CFR §164.402.
- b. **Individual** shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- c. **Law Enforcement Official** shall have the same meaning as the term "law enforcement official" in 45 CFR § 164.103.
- d. **Protected Health Information** or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, but is limited to the information created or received by Business Associate from or on behalf of Facility.
- e. **Required by Law** shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- f. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- g. **Unsecured Protected Health Information** or "UPHI" shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402.
- h. **Other Terms:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations in effect or as amended from time to time.

2. **GENERAL USE AND DISCLOSURE:**

- a. Except as otherwise limited in the Agreement, Business Associate shall be permitted to use and/or disclose PHI on behalf of Facility, if such use or disclosure of PHI would not violate the Privacy Rule if done by Facility, for the following purposes:
To perform any function required, necessary for conducting the AHRQ study "Evaluation of AHRQ's On-Time Pressure Ulcer Program (Non-hospital based adverse event systems)," including the following purposes:
 - i. Use PHI in its possession for the purpose of carrying out the study and to fulfill all of its legal responsibilities provided that such uses are permitted under state and federal confidentiality laws.
 - ii. Use PHI in its position to conduct data analyses that relate the health care operations of the Facility (e.g., compute pressure ulcer incidence rates aggregated to the unit level) as defined in 45 CFR § 164.501.
 - iii. Disclose PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill its legal responsibilities provided that:
 - (a) The disclosures are required by law, as provided for in 45 CFR § 164.512(f); or
 - (b) Business Associate has received written assurances from the third party that the PHI will be held confidentially, that the PHI will only be used or further disclosed as required by law or for the purpose for which it was disclosed to the third party, and the third party will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached as required under 45 CFR §164.504(c)(4).
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate's operations or to carry out its legal responsibilities.

3. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:**

- a. **No Further Use or Disclosure:** Business Associate agrees to not use or further disclose PHI provided or made available by Facility other than as expressly permitted or required by this Agreement or as Required By Law.
- b. **Appropriate Safeguards:** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for this Agreement. Without limiting the generality of the foregoing sentence, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by HIPAA and the Health Insurance Technology for Economic and Clinical Health ("HITECH") Act.
- c. **Mitigation Procedures:** Business Associate agrees to mitigate, to the maximum extent practicable, any harmful effect that is known to the Business Associate from the use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement and to protect against any further Breaches.
- d. **Reports of Improper Use or Disclosure:** Business Associate hereby agrees that it shall promptly report to Facility any use or disclosure of PHI not provided for allowed by this Agreement of which it becomes aware.
- e. **Breaches of Unsecured Protected Health Information:** Business Associate agrees to report in writing the discovery of a Breach of UPHI to Facility as soon as is practicable, but in no event later than three (3) calendar days from the date of the discovery. Pursuant to the HITECH Act and HIPAA, a Breach of UPHI shall be considered "discovered" as of the first day on which the Breach is known, or by exercising reasonable diligence would have been known to Business Associate or any employee, officer or other agent of Business Associate (other than the individual(s) committing the Breach).

A report of Breach of UPHI by Business Associate to Facility must include the identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach; a description of what happened,

Including the date of the Breach and the date of discovery of the Breach, if known; a description of the types of UPHI that were Involved in the Breach; a description of what Business Associate is doing to Investigate the Breach, to mitigate harm to affected Individuals and the protect against any further Breaches; and contact for more Information. If any of this Information is not available at the time Business Associate notifies Facility of the Breach of UPHI, Business Associate shall report the Information to Facility as soon as it becomes available, regardless of the amount of time that has passed since Business Associate provided Facility with notice of the Breach or whether Facility has already provided notice of the Breach to affected Individuals.

After receiving the above-referenced report from business Associate, Facility will make any further report of a Breach of UPHI by Business Associate to affected Individuals, the media and /or the Secretary that is required by HIPAA.

Business Associate agrees to reasonably cooperate and coordinate with Covered Entity and Investigation of any violation of the requirements of this Agreement and/or any security incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required under HIPAA, the HITECH Act or any other federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity. In accordance with the HITECH Act and HIPAA, notwithstanding anything in this Section 3E to the contrary, Business Associate may temporarily delay notification of a Breach of UPHI to Facility in the event Business Associate is instructed to do so by a Law Enforcement Official.

Business Associate shall Implement systems, policies and procedures that are reasonably calculated to detect Breaches of UPHI.

f. **Subcontractors and Agents:** Business Associate hereby agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created, or received by Business Associate on behalf of the Facility, agrees to the same terms, conditions and restrictions that apply through this Agreement to Business Associate with respect to such Information.

g. **Right of Access to Information:** Business Associate hereby agrees to provide access, at the request of the Facility, and in the time and manner designated by the Facility, to PHI in a Designated Record Set (as that term is defined in 45 CFR § 164.501), to Facility or, as directed by the Facility, to an Individual, in order to meet the requirements under the privacy Rule:

h. **Amendment and Incorporation of Amendment:** Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to the Privacy Rule at the request of the Facility or an Individual, and in the time and manner designated by the Facility.

1. **Access to Books and Records:** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Facility, available to the Facility, available to the Facility, or at the request of the Facility, to the Secretary, in a manner designated by the Facility, or the Secretary, for purposes of the Secretary determining the Facility's compliance with the compliance with the Privacy Rule.

j. **Provide Accounting:** Business Associate agrees to document such disclosures of PHI and Information related to such disclosures as would be required for Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule. Business Associate agrees to provide to Facility or an Individual, in a reasonable timeframe, information collected in accordance with this Section 3(j), to permit Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule.

k. **Sanction Procedures:** Business Associate agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement, the HITECH Act or HIPAA.

l. **Indemnification:** Business Associate shall indemnify and hold harmless Facility from and against and all claims, losses, liabilities, costs and other expenses (including court costs and attorneys' fees) ("Costs") resulting from, or relating to, the acts or omissions of Business Associate in connection with the representations, duties and obligations of Business Associate under this Agreement. Business Associate's duty to indemnify and hold harmless Facility shall include, but not be limited to, the Costs associated with the notifications required by the HIPAA Regulations in connection with a Breach of UPHI by Business Associate;

m. **Survival:** The provisions of the Section 3 shall survive the termination of this Agreement.

4. **OBLIGATIONS OF THE FACILITY:**

a. **Notice of Privacy Practices:** Facility agrees to provide Business Associate with its Notice of Privacy Practices that the Facility must post in accordance with the Privacy Rule. Facility also agrees to provide Business Associate with any changes to that Notice.

b. **Revocation of Authorization to Use/Disclose PHI:** Facility agrees to provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted uses and disclosures.

c. **Restrictions to Use/Disclose PHI:** Facility agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Facility has agreed to in accordance with the Privacy Rule to the extent that such restrictions may affect Business Associate's use or disclosure of PHI.

5. **TERM AND TERMINATION:**

a. **Term:** The term of this Agreement shall commence on the Effective Date and shall terminate with respect to the obligations of the Business Associate concerning PHI when all of the PHI provided by Facility to Business Associate, or created or received by Business Associate on behalf of Facility, is destroyed or returned to Facility, or if it is infeasible to return or destroy all PHI, protections are extended to such Information, in accordance with the termination provisions in this Section 5. Either party may terminate this Agreement without cause on 30 days' written notice to the other party.

b. **Termination for Cause:** Upon Facility's knowledge of a material breach of this Agreement by Business Associate, Facility shall provide an opportunity for business Associate to cure the breach or end the violation within ten (10) days of written notice. Facility shall have the right to terminate this Agreement without further written notice if Business Associate does not cure the breach or end the violation within such time. Facility also shall have the right to immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible. Business Associate shall be required to mitigate the damages caused by its breach whether or not Facility terminates this Agreement.

c. **Effect of Termination:** As provided below, upon termination of the Agreement, for any reason, Business Associate hereby

agrees to return or destroy all PHI received from Facility, or created or received by Business Associate on behalf of Facility. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate agrees not to retain any copies of PHI after termination of this Agreement. In the event that Business Associate determines that return or destruction of PHI is not feasible, Business Associate shall provide to Facility notification of the conditions that make return or destruction infeasible. Where the return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of the Agreement to such PHI and limit any further use or disclosure to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the information.

6. **MISCELLANEOUS PROVISIONS:**

a. **No Third Party Beneficiaries:** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Facility, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

b. **Rights and Property:** All title to the physical medical records, medical charts and other PHI shall remain the sole property of Facility.

c. **Amendment:** Facility and Business Associate agree that amendment of this Agreement may be required to ensure that Facility and Business Associate comply with changes in State and Federal laws and regulations relating to the privacy, security, and confidentiality of PHI. Facility may terminate this Agreement upon 14 days written notice in the event that Business Associate does not promptly enter into an amendment that Facility, in its sole discretion, deems sufficient to ensure that Facility will be able to comply with such laws and regulations.

d. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement and supersedes all oral and written prior representations, agreements and understandings relating to the subject matter. It is expressly understood and agreed by the parties that any inconsistency or conflict between this Agreement and the underlying Service Agreement shall be determined in every instance in favor of this Agreement except as otherwise set forth herein. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy and Security Rules.

MEDICAL OXYGEN
PRODUCTS AND SERVICES AGREEMENT
Rock Haven Nursing Home

THIS AGREEMENT is made and entered into effective as of _____ by and between **NORTHWEST RESPIRATORY SERVICES, LLC**, 716 Prior Avenue North, St. Paul, Minnesota, 55104 ("NRS") and **Rock Haven Nursing Home: 3400 North Hwy F Janesville WI 53545**

WITNESSTH

WHEREAS, Rock Haven Nursing Home desires to purchase medical oxygen products and services from NRS and

WHEREAS, NRS desires to provide medical oxygen products and services to Facility in accordance with the terms and conditions set out herein;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. Products and Services Purchased. NRS shall provide to Facility the medical oxygen products and services described on attached Schedule A.
2. Fees. The fees to be paid to NRS for the products and services provided are described on attached schedule A.
3. Term. The term of this agreement shall be for an initial period of one (1) year, commencing on the date set forth above, and shall automatically renew for successive one (1) year periods, unless otherwise terminated by either party upon sixty days (60) written notice prior to the expiration of the initial or any renewal term; or terminated in accordance with the provisions of Sections 9 and 10, below.
4. Equipment Maintenance and Use. NRS assumes full responsibility for proper maintenance and repair of all oxygen equipment rented to facility. Facility assumes responsibility for appropriate use and care of equipment while rented to facility by NRS. Routine disinfection of equipment between patient use and all oxygen administering supplies are to be provided by NRS / Facility. (Circle one) NRS will provide in-service training to facility staff on an as needed basis, covering use of equipment, at no charge to the facility.

5. Billing Procedures. NRS will invoice facility for medical oxygen services on a monthly basis at each month end, according to the Fee Schedule. Facility will be responsible to pay NRS promptly within thirty (30) days of receipt of invoice. If payment is not received within said thirty day period, facility will be assessed a late charge equal to 1.5% of the unpaid amount per month.

6. Books and Records. Both parties agree and acknowledge that for a period of four (4) years after the termination of this Agreement, they shall make available to the other party, upon written request of the Secretary of the Department of Health and Human Services (HHS) or upon request by the Comptroller General or their duly authorized representatives, this Agreement and such books, documents and records that are necessary to certify the nature and extent of the products and services provided and the billing therefor under this Agreement.

7. Insurance. During the term of this Agreement and any extension thereof, NRS shall maintain, at its own expense, liability insurance with minimum coverage of at least \$4,000,000 per occurrence and \$4,000,000 in the aggregate, automobile liability insurance, and Workers' Compensation coverage, in amounts as may be required by law.

8. Indemnification. Each party hereto agrees to indemnify and hold harmless the other party, its directors, officers, employees, servants, agents, successors, and assigns from and against any and all claims, losses, costs, expenses, actions, and causes of action, arising out of or by reason of any damage or injury to persons or property suffered, or claimed to have been suffered, as a result of any illegal activities, acts, misconduct, omissions, or negligence of the indemnifying party, its directors, officers, employees, servants, and agents, or any failure to maintain insurance required in Section 8, above.

9. Termination without Cause. Either party may terminate this Agreement upon sixty (60) days notice to the other party without cause, after the initial contract period of one (1) year.

10. Termination for Cause. If either party commits a material breach of any provision of this Agreement, the non breaching party shall provide written notice to the breaching party of the alleged breach with details of the actions or conditions which constitute the alleged breach sufficient to allow the other party to attempt to cure the breach. If the breach remains uncured for a period of thirty (30) days after the receipt of such notice or such longer time as is reasonably necessary to cure the breach acting expeditiously (the "cure period"), the non breaching party may terminate this Agreement immediately after expiration of the cure period, in which case the non breaching party shall immediately provide written notice of the termination to the breaching party pursuant to the provisions of Section 11, below. Facility may terminate this Agreement immediately if NRS commits a breach of this Agreement in a manner that, in Facility's sole but reasonable discretion, materially jeopardizes the life, health or safety of a recipient of the medical oxygen products and services provided hereunder.

11. Data Privacy. Both parties agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, the Health Insurance Portability and Accountability Act and Rules (HIPAA), if applicable and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality and as any of the same maybe amended. Supplemental to any indemnification provision herein, both parties agree to defend and hold harmless each other, their officers, agents and employees from any claims resulting from the other party's unlawful disclosure and/or use of such protected data.

12. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. It supersedes all prior negotiations, letters and understandings related to the subject matter hereof. This Agreement may not be amended, supplemented or modified in whole or in part except by an instrument in writing signed by the parties. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Minnesota. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

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

Northwest Respiratory Services, LLC

By _____

Its _____

Date _____

Rock Haven Nursing Home

By _____

Its _____

Date _____

Northwest Respiratory Oxygen Proposal Summary

Rate: \$4.6 0/ Day Per-Diem Includes:

**If use your own concentrator, only \$2.30/day for per-diem rate

- Bulk Liquid Oxygen for portables:

I know you were wondering if we had a liquid portable capable of providing the range of 6 liter flow, our standard portable goes up to 6 and we also have a high flow option with a range of 1-15.

Standard Portable:

- Pulse Flow: off, 1.5, 2, 2.5, 3, 4.
- Continuous Flow: off, 1, 2, 3, 4, 5, 6.

High Flow Portable:

Pulse flow and continuous flow:

- Continuous: Off, .5, 1, 1.5, 2, 3, 4, 5, 6, 8, 10, 15

See Website for additional resources and information regarding our equipment:

http://www.nwrespiratory.com/Instructions_Manuals.html

- Trans-fill Tanks:

There is no delivery charge or initial charge for bulk oxygen, it is all included in the per-diem rate

- Bedside Concentrator & Portable:

This equipment is included in the per-diem rate as well

- Oxygen Disposables:

We provide these at no cost, you can use as many as you would like

We carry the same disposables you are currently using, however these would be provided at no cost and you wouldn't need to purchase or spend money on them.

- Respiratory Therapists:

We provide RT services at no cost. They can come out for new patient set-ups and/or provide live in servicing and education for staff.

- Education/In-services:

We have 12 DVD In-services, including: DVD, power-point, post quiz and CEU credit

-See the website link below for more information on our In-services (12 total)

<http://www.nwrespiratory.com/Inservices.html>

See the below website link for more information on our resources page

<http://www.nwrespiratory.com/Resources.html>

- 24/7 No charge delivery on new orders:

Benefits:


- Only Invoiced for Part A residents:
**Take number of days resident is on part A stay x \$.4.60 (\$2.30 if using your own concentrator) and that will be your bill for resident.
**This helps you know your bill before you receive it and also prior to taking the admission. We bill out every other third party payer directly, you will only see an invoice for a resident on a part A stay.
- Eliminate expense of bulk liquid O2 (included in O2 per diem)
- Eliminate expense for O2 disposables (cannula, tubing, bubbler, simple mask)
- Eliminate expense of Education services
- Eliminate expense of RT
- Eliminate expense of delivery
- Eliminate expense of back-up equipment
- Eliminate time and work billing third party payers, we bill all services on a third party payer
- Know your cost/expense prior to admission for oxygen service
- Single Source Respiratory Provider
- Simple transition to our service, we will handle everything. You pick the day of transition and how you would like to be serviced, we handle everything else.

Servicing Your Facility:

**You tell us how you would like to be serviced and we service your facility accordingly.

- We can deliver 1-2 times per week, depending on what you prefer.
- We provide all of your back up equipment at no charge, you just inform us when a patient starts using the equipment.
- We bring new equipment out for each new admission. If the resident was put on the back up equipment right away, we deliver the new equipment to the resident's room and put the backup equipment back in the oxygen room.
- We delivery equipment for new set-ups 24/7 at no additional cost
(See attached "new facility form")

Part A Fee Schedule

 Northwest Respiratory Services	UOM	RENTAL	SALE
Oxygen Concentrator	Day	N/A	
Liquid Oxygen Per Diem *	Day	\$4.60/day	
<i>per diem includes : 02 tank/port/02/disposables</i>			
Cannula W 7' Tube	EACH		N/C
Tubing 7"	EACH		N/C
Tubing 25"	EACH		N/C
Educational Inservices	CASE-25		N/C
EZ Wraps	CASE-50		\$40.00
Humidifier Bottles	CASE-50		N/C
Homefill System-Includes 2 tanks	MONTH	Not applicable	
Homefill System Tanks	EACH	Not applicable	
Mask, Oxygen Med Conc Adult	EACH		N/C
High Pressure Portable Oxygen System	EACH	N/A	
Oxygen D or E Cylinder Contents	EACH		\$7.50
Oxygen M Cylinder Contents	EACH		N/A
Conserving Device	MONTH	\$25.00/mo	
Nebulizer Compressor	MONTH	\$20.00/mo	\$60.00
Nebulizer Kit with Mouthpiece	EACH		95.00/cs.
Nebulizer Kit with Mask	EACH		95.00/cs.
CPAP	MONTH	\$70.00	
BIPAP	MONTH	\$190.00	
BIPAP ST	MONTH	\$350.00	
Stationary Suction Unit	MONTH	\$37.50	
Overnight Oximetry Study	EACH		\$170.00
Applicable state sales tax to be charged without exemption certificate on file at NRS			
<i>*minimum of \$25.00/initial s/u</i>			
<i>**Includes Regulator & wheelchair bag or two wheeled cart</i>			
<i>All other unlisted equipment or supplies will be discounted 20% from NRS retail rates.</i>			
What type of care does your facility provide? Check All That Apply			
Skilled Care	<input checked="" type="checkbox"/>	Assisted Living	
Non-Skilled Care	<input type="checkbox"/>	Custodial Care	
Hospice Care	<input type="checkbox"/>	Intermediate Care	



Nursing Home Service and Fact Sheet

NRS SALES REP:	Katie Shelander	NRS SERVICE BRANCH:	St. Paul
FACILITY NAME:			
FACILITY ADDRESS:			
MAIN PHONE:		FAX:	
CONTACT PERSON INFO - RECEIVING:			
CONTACT PERSON INFO - BILLING:			
RECEIVING FREQUENCY:		991 Access Codes:	
		991 Access Codes:	
DEEMER'S PARKING REQUIREMENTS, CONDITIONS, LABELS, ETC.			
ANY OTHER SPECIAL REQUIREMENTS?			

<i>Inventory Requirements</i>					
Item/Room	Item Number	Trans/Sup Room #1	Trans/Sup Room #2	Trans/Sup Room #3	Trans/Sup Room #4
Room Location					
Transfill Tank					
Backup LOX					
Backup Conc					
Cylinders					
Other					
<i>Minimum Quantity to Be On Hand</i>					
CANNULAS (w/o Tubing)	SALTER 1608-B				
7 FT CANNULAS	SALTER 1600				
15 FT CANNULAS	SALTER 1600-15				
7 FT TUBING	SALTER 2002G				
14 FT TUBING	SALTER 2014G				
25 FT TUBING	SALTER 2025G				
HUMIDIFIERS	SALTER 7600				
NEB KIT, HANDHELD	SALTER 8900				
NEB KIT W/MASK	SALTER 8924				
OTHER					
OTHER					
OTHER					

ORIGINAL

ROCK COUNTY, WISCONSIN
FINANCE DIRECTOR

PURCHASING DIVISION

BID SUMMARY FORM

BID NUMBER 2017-37
BID NAME INCONTINENCE PRODUCTS
BID DUE DATE APRIL 27, 2017 – 1:30 P.M.
FOR ROCK HAVEN NURSING HOME

PRODUCT DESCRIPTION	PROFESSIONAL MEDICAL NEW LENOX IL	MCKESSON MEDICAL FRANKLIN WI	MEDLINE NORTHFIELD IL	PRODUCTS UNLIMITED JUSTIN TX
BRIEF DERMA DRY BARI XXXLG	37.50	40.96	88.50	98.40
BRIEF DERMADRY XXL	28.88	30.76	41.86	38.76
BRIEF STRETCH LG/XLG 50-68	38.75	41.00	55.55	58.56
BRIEF STRETCH MED/REG 32-54	38.75	41.00	55.55	58.56
BRIEFS, LARGE, BLUE	25.50	27.90	40.85	32.39
BRIEFS, MEDIUM, WHITE	25.50	27.90	40.85	37.11
BRIEFS, OVERNITE, LARGE	29.00	32.53	48.00	38.10
BRIEFS, OVERNITE, MEDIUM	29.00	32.53	48.00	38.10
BRIEFS, OVERNITE, REGULAR	27.75	32.53	48.00	31.42
BRIEFS, OVERNITE, XL	29.00	32.53	48.00	39.43
BRIEFS, PULL UPS XXL	29.95	34.75	48.05	42.78
BRIEFS, PULL UPS, LARGE	28.88	30.90	53.40	41.43
BRIEFS, PULL UPS, MEDIUM	28.88	30.90	53.40	41.43
BRIEFS, PULL UPS, SMALL	28.88	30.27	53.40	35.83
BRIEFS, PULL UPS, X-LARGE	28.88	30.90	53.40	41.43
BRIEFS, REGULAR, PURPLE	25.50	27.27	40.85	31.76
BRIEFS, XL, YELLOW	25.50	27.90	40.85	31.29
WASHCLOTH-DISP-PREMOISTENED	17.88	18.60	36.90	32.54
BRIEFS, INSERT, DAY PLUS, PANTY LINER	27.65	28.40	52.15	47.34
BRIEFS, UNDERPAD, (CHUX)	30.00	33.15	52.25	44.35

Invitation to Bid was advertised in the Beloit Daily News and on the Internet. Bid price includes delivery to Rock Haven Nursing Home.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: Professional Medical

MH

SIGNATURE

DATE

GOVERNING COMMITTEE APPROVAL:

CHAIR

VOTE

DATE

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Health Services Committee
INITIATED BY



Sue Prostko
DRAFTED BY

Health Services Committee
SUBMITTED BY

April 24, 2017
DATE DRAFTED

RECOGNIZING KATHERINE SOWLES FOR SERVICE TO ROCK HAVEN

- 1 **WHEREAS**, Katherine Sowles has served the citizens of Rock County over the past 34 years, 2
- 2 months as a dedicated and valued employee of Rock County; and,
- 3
- 4 **WHEREAS**, Katherine Sowles began her career with Rock Haven as a Unit Aide on March 10, 1983.
- 5 She then moved into a Certified Nursing Assistant position on December 28, 1984; and
- 6
- 7 **WHEREAS**, Katherine Sowles accepted an Environmental Service Worker position on December 13,
- 8 1999 and has worked diligently in that position until her retirement on May 1, 2017; and
- 9
- 10 **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock County,
- 11 wishes to commend Katherine Sowles for her long and faithful service.
- 12
- 13 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
- 14 assembled this _____ day of _____, 2017 does hereby recognize Katherine Sowles for her 34
- 15 years, 2 months of service and extend their best wishes to her in her future endeavors.

Respectfully submitted,

HEALTH SERVICES COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Norvain Pleasant, Chair

J. Russell Podzilni, Chair

Brenton Driscoll, Vice Chair

Sandra Kraft, Vice Chair

Terry Fell

Betty Jo Bussie

Dave Homan

Eva Arnold

Kara Hawes

Mary Mawhinney

Alan Sweeney

Henry Brill

Louis Peer

Terry Thomas