

ROCK COUNTY, WISCONSIN



Rock Haven  
P.O. Box 920  
Janesville, Wisconsin 53547-0920  
Phone 608-757-5076  
Fax 608-757-5026

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

**AGENDA**

1. Call to Order
2. Adoption of Agenda
3. Approval of Minutes – January 11, 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
  - b. Information Item: Annual State Survey
9. New Business
  - a. Information Item: Resident Council Minutes - December
  - b. Information Item: Private Pay Rate 2017
  - c. **Action Item:** Agrace Hospice Contract
10. Information Item: Reports
  - a. Census
  - b. Activities
    - 1) Staff Education for February
      - a. Wound Care and Prevention
    - 2) Resident Council Meeting – February 21, 2017 at 10:15 am.
11. Next Meeting Date - The next regular meeting of the Health Services Committee is scheduled for

Wednesday, March 8, 2017 at 8 A.M. in the Rock Haven Conference Room of the Village Commons.

12. 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 DECEMBER 2016

| Account Number     | Account Name     | PO#      | Inv Date   | Vendor Name                                 | Inv/Enc Amt      |
|--------------------|------------------|----------|------------|---|------------------|
| 32-7260-7400-62176 | LABORATORY       | P1600112 | 12/31/2016 | MERCY HEALTH SYSTEM                         | 646.16           |
| 32-7260-7400-62179 | PHARMACY         | P1600126 | 12/31/2016 | OMNICARE PHARMACIES OF                      | 8,476.40         |
| 32-7260-7400-62180 | PHYSICAL THERAPY | P1600113 | 12/31/2016 | MJ CARE INC                                 | 12,779.21        |
| 32-7260-7400-62185 | OCCUP.THERAPY    | P1600113 | 12/31/2016 | MJ CARE INC                                 | 11,301.95        |
| 32-7260-7400-62186 | SPEECH THERAPY   | P1600113 | 12/31/2016 | MJ CARE INC                                 | 3,003.28         |
| 32-7260-7400-62189 | OTHER MED SERV   | P1600429 | 12/31/2016 | MOBILEXUSA                                  | 180.00           |
|                    |                  |          |            | <b>RH CONTRACT SERVICES T-18 PROG TOTAL</b> | <b>36,387.00</b> |
| 32-7500-7350-64300 | REC THERAPY      | P1603167 | 12/23/2016 | CHARTER COMMUNICATIONS                      | 3,616.08         |
|                    |                  |          |            | <b>RH-PROGRAM SERVICE ADMIN. PROG TOTAL</b> | <b>3,616.08</b>  |
| 32-8000-8100-63100 | OFC SUPP & EXP   | P1600433 | 12/01/2016 | OFFICE PRO INC                              | 369.30           |
| 32-8000-8100-63109 | OTHER SUPP/EXP   | P1600439 | 12/28/2016 | ROCK COUNTY HEALTH CARE                     | 66.07            |
|                    |                  | P1600440 | 12/29/2016 | ROCK COUNTY HEALTH CARE                     | 185.93           |
|                    |                  | P1600443 | 12/29/2016 | SUPPLY WORKS                                | 345.51           |
| 32-8000-8100-64000 | MEDICAL SUPPLIES | P1600436 | 12/22/2016 | PATTERSON MEDICAL                           | 1,626.87         |
|                    |                  | P1600668 | 12/07/2016 | MCKESSON MEDICAL SURGICAL MN S              | 1,108.17         |
|                    |                  | P1602542 | 12/01/2016 | FITZSIMMONS HOSPITAL SERVICES               | 491.00           |
|                    |                  | P1602545 | 12/22/2016 | PROFESSIONAL MEDICAL INC                    | 101.26           |
| 32-8000-8100-64003 | OXYGEN SUPPLIES  | P1602118 | 12/31/2016 | SPECIALIZED MEDICAL SERVICES                | 1,143.75         |
| 32-8000-8100-64408 | DISPOSABLES      | P1600668 | 12/07/2016 | MCKESSON MEDICAL SURGICAL MN S              | 4,777.60         |
|                    |                  |          |            | <b>SUPPORT SERVICE MATERIALS PROG TOTAL</b> | <b>10,215.46</b> |
| 32-8000-8200-62104 | CONSULTING SERV  | P1600126 | 12/31/2016 | OMNICARE PHARMACIES OF                      | 817.95           |
| 32-8000-8200-63109 | OTHER SUPP/EXP   | P1600126 | 12/31/2016 | OMNICARE PHARMACIES OF                      | 594.28           |
|                    |                  | P1600668 | 12/27/2016 | MCKESSON MEDICAL SURGICAL MN S              | 1,545.00         |
|                    |                  |          |            | <b>SUPPORT SERVICE PHARMACY PROG TOTAL</b>  | <b>2,957.23</b>  |
| 32-8000-9100-63109 | OTHER SUPP/EXP   | P1600411 | 12/29/2016 | SYSCO FOODS OF BARABOO LLC                  | 135.33           |
| 32-8000-9100-64102 | DAIRY            | P1600407 | 12/29/2016 | COUNTRY QUALITY DAIRY                       | 343.45           |
|                    |                  | P1600411 | 12/29/2016 | SYSCO FOODS OF BARABOO LLC                  | 278.05           |

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FOR THE MONTH OF DECEMBER 2016

| Account Number                                  | Account Name     | PO#      | Inv Date   | Vendor Name                    | Inv/Enc Amt     |
|---|------------------|----------|------------|--------------------------------|-----------------|
| 32-8000-9100-64105                              | GROCERIES        |          |            |                                |                 |
|   |                  | P1600411 | 12/29/2016 | SYSCO FOODS OF BARABOO LLC     | 2,116.34        |
|   |                  | P1603145 | 12/28/2016 | TROPIC JUICES INC              | 425.10          |
| 32-8000-9100-64107                              | MEAT             |          |            |                                |                 |
|   |                  | P1600411 | 12/29/2016 | SYSCO FOODS OF BARABOO LLC     | 695.80          |
| 32-8000-9100-64109                              | SUPPLEMENT       |          |            |                                |                 |
|   |                  | P1600411 | 12/29/2016 | SYSCO FOODS OF BARABOO LLC     | 183.59          |
| <b>SUPPORT SERVICE FOOD SERVICE PROG TOTAL</b>  |                  |          |            |                                | <b>4,177.66</b> |
| 32-8000-9200-62420                              | MACH & EQUIP RM  |          |            |                                |                 |
|   |                  | P1600426 | 12/22/2016 | MCKESSON MEDICAL SURGICAL MN S | 16.19           |
|   |                  | P1600443 | 12/13/2016 | SUPPLY WORKS                   | 31.42           |
|   |                  | P1600459 | 12/22/2016 | HOBART SALES AND SERVICE       | 461.60          |
|   |                  | P1603449 | 12/21/2016 | ED AND LARRYS FAST SERVICE     | 171.75          |
| 32-8000-9200-62450                              | GROUNDS IMPR R&M |          |            |                                |                 |
|   |                  | P1600451 | 12/23/2016 | E AND S SNOWPLOWING            | 3,350.00        |
| 32-8000-9200-62460                              | BLDG SERV R&M    |          |            |                                |                 |
|   |                  | P1600473 | 12/28/2016 | TAS COMMUNICATIONS INC         | 39.50           |
| 32-8000-9200-62463                              | FIRE ALARM       |          |            |                                |                 |
|   |                  | P1600445 | 12/30/2016 | ABC FIRE AND SAFETY INC        | 116.00          |
| 32-8000-9200-62470                              | BLDG R & M       |          |            |                                |                 |
|   |                  | P1600312 | 12/22/2016 | BATTERIES PLUS LLC             | 13.95           |
|   |                  | P1600455 | 12/20/2016 | FIRST SUPPLY MADISON LLC       | 75.38           |
|   |                  | P1600464 | 12/27/2016 | LA FORCE HARDWARE AND          | 224.00          |
|   |                  | P1600468 | 12/29/2016 | MENARDS                        | 30.45           |
| 32-8000-9200-63109                              | OTHER SUPP/EXP   |          |            |                                |                 |
|   |                  | P1600462 | 12/29/2016 | JACK AND DICKS FEED AND GARDEN | 345.24          |
|   |                  | P1600468 | 12/21/2016 | MENARDS                        | 75.03           |
| <b>SUPPORT SERVICE MAINTENANCE PROG TOTAL</b>   |                  |          |            |                                | <b>4,950.51</b> |
| 32-8000-9300-62163                              | LAUNDRY          |          |            |                                |                 |
|   |                  | P1600105 | 12/30/2016 | ARAMARK UNIFORM SERVICES INC   | 1,336.32        |
| 32-8000-9300-62164                              | DISPOSAL SERV    |          |            |                                |                 |
|   |                  | P1600104 | 12/31/2016 | ADVANCED DISPOSAL SERVICES     | 1,094.53        |
|   |                  | P1600109 | 12/01/2016 | LB MEDWASTE SERVICES           | 156.72          |
|   |                  | P1600433 | 12/22/2016 | OFFICE PRO INC                 | 11.94           |
|   |                  | P1602365 | 12/29/2016 | PKK LIGHTING INC               | 521.72          |
| 32-8000-9300-63111                              | PAPER PRODUCTS   |          |            |                                |                 |
|   |                  | P1600426 | 12/22/2016 | MCKESSON MEDICAL SURGICAL MN S | 560.58          |
|   |                  | P1600668 | 12/22/2016 | MCKESSON MEDICAL SURGICAL MN S | 200.46          |
| 32-8000-9300-63404                              | JANITOR/CLEANING |          |            |                                |                 |
|   |                  | P1600406 | 11/28/2016 | SUPPLY WORKS                   | 414.60          |
| 32-8000-9300-64409                              | FURNISHINGS      |          |            |                                |                 |
|   |                  | P1600443 | 12/20/2016 | SUPPLY WORKS                   | 281.95          |
| <b>SUPPORT SERVICE ENVIRONMENTAL PROG TOTAL</b> |                  |          |            |                                | <b>4,578.82</b> |

32-8000-9500-64200 TRAINING EXP

**COMMITTEE REVIEW REPORT**  
FOR THE MONTH OF DECEMBER 2016

| Account Number                                   | Account Name    | PO#   | Inv Date   | Vendor Name                | Inv/Enc Amt      |
|--|-----------------|---|------------|----------------------------|------------------|
| 32-8000-9500-67161                               | CA \$5,000/MORE | P1600412  | 08/29/2016 | BELOIT HEALTH SYSTEM INC   | 12.00            |
|  |                 | P1603452  | 12/28/2016 | PIEPER ELECTRIC INC        | 3,427.00         |
|  |                 | P1603453  | 12/28/2016 | PIEPER ELECTRIC INC        | 1,142.00         |
|  |                 | P1603454  | 12/28/2016 | PIEPER ELECTRIC INC        | 1,142.00         |
|  |                 | P1603455  | 12/28/2016 | PIEPER ELECTRIC INC        | 1,142.00         |
|  |                 | P1603456  | 12/28/2016 | PIEPER ELECTRIC INC        | 1,142.00         |
|  |                 | P1603469  | 12/29/2016 | PIEPER ELECTRIC INC        | 3,460.00         |
| <b>SUPPORT SERVICE ADMINISTRATION PROG TOTAL</b> |                 |   |            |                            | <b>11,467.00</b> |
| 32-8000-9700-62174                               | INTERNIST       | P1603182  | 12/31/2016 | WEST MD,WILLIAM PETER      | 6,900.00         |
|  |                 | <b>SUPPORT SERVICE MEDICAL STAFF PROG TOTAL</b> |            |                            |                  |
| 32-9000-9930-62210                               | TELEPHONE       | P1602857  | 12/21/2016 | ABILITY NETWORK INC        | 391.00           |
|  |                 | <b>GENERAL SERVICE TELEPHONE PROG TOTAL</b>     |            |                            |                  |
| 32-9000-9940-61920                               | PHYSICALS       | P1600432  | 12/31/2016 | OCCUPATIONAL HEALTH CENTER | 168.00           |
|  |                 | <b>GENERAL SERVICE EMP BENEFITS PROG TOTAL</b>  |            |                            |                  |



**COMMITTEE REVIEW REPORT**  
FOR THE MONTH OF JANUARY 2017

| Account Number     | Account Name     | PO#      | Inv Date   | Vendor Name                                    | Inv/Enc Amt      |
|--------------------|------------------|----------|------------|--|------------------|
| 32-7500-7350-64300 | REC THERAPY      | P1700130 | 01/17/2017 | CHARTER COMMUNICATIONS                         | 1,870.79         |
|                    |                  |          |            | <b>RH-PROGRAM SERVICE ADMIN. PROG TOTAL</b>    | <b>1,870.79</b>  |
| 32-8000-8100-63100 | OFC SUPP & EXP   | P1700053 | 01/05/2017 | JP MORGAN CHASE BANK NA                        | 330.38           |
| 32-8000-8100-63109 | OTHER SUPP/EXP   | P1700050 | 01/04/2017 | GORDON FOOD SERVICE                            | 1,308.21         |
|                    |                  | P1700275 | 01/09/2017 | ROCK COUNTY HEALTH CARE                        | 86.22            |
|                    |                  | P1700276 | 01/20/2017 | ROCK COUNTY HEALTH CARE                        | 48.50            |
| 32-8000-8100-64000 | MEDICAL SUPPLIES | P1700050 | 01/04/2017 | GORDON FOOD SERVICE                            | 289.40           |
|                    |                  | P1700062 | 01/18/2017 | MCKESSON MEDICAL SURGICAL MN S                 | 411.19           |
|                    |                  | P1700063 | 01/09/2017 | MEDLINE INDUSTRIES INC                         | 4,023.49         |
|                    |                  | P1700273 | 01/11/2017 | PROFESSIONAL MEDICAL INC                       | 2,253.63         |
|                    |                  | P1700279 | 01/04/2017 | SHOPKO INC #130                                | 40.90            |
|                    |                  | P1700283 | 01/10/2017 | SUPPLY WORKS                                   | 483.30           |
| 32-8000-8100-64408 | DISPOSABLES      | P1700062 | 01/04/2017 | MCKESSON MEDICAL SURGICAL MN S                 | 6,719.46         |
|                    |                  |          |            | <b>SUPPORT SERVICE MATERIALS PROG TOTAL</b>    | <b>15,994.68</b> |
| 32-8000-8200-63109 | OTHER SUPP/EXP   | P1700062 | 01/04/2017 | MCKESSON MEDICAL SURGICAL MN S                 | 5,350.58         |
|                    |                  |          |            | <b>SUPPORT SERVICE PHARMACY PROG TOTAL</b>     | <b>5,350.58</b>  |
| 32-8000-9100-63109 | OTHER SUPP/EXP   | P1700284 | 01/04/2017 | SYSCO FOODS OF BARABOO LLC                     | 509.75           |
| 32-8000-9100-64102 | DAIRY            | P1700045 | 01/02/2017 | COUNTRY QUALITY DAIRY                          | 2,485.16         |
|                    |                  | P1700284 | 01/04/2017 | SYSCO FOODS OF BARABOO LLC                     | 1,101.16         |
| 32-8000-9100-64105 | GROCERIES        | P1700050 | 01/04/2017 | GORDON FOOD SERVICE                            | 4,193.17         |
|                    |                  | P1700076 | 01/03/2017 | PAN-O-GOLD BAKING CO                           | 632.63           |
|                    |                  | P1700284 | 01/04/2017 | SYSCO FOODS OF BARABOO LLC                     | 4,379.64         |
|                    |                  | P1700285 | 01/04/2017 | TROPIC JUICES INC                              | 1,160.85         |
| 32-8000-9100-64107 | MEAT             | P1700050 | 01/04/2017 | GORDON FOOD SERVICE                            | 1,712.53         |
|                    |                  | P1700284 | 01/04/2017 | SYSCO FOODS OF BARABOO LLC                     | 1,913.80         |
| 32-8000-9100-64109 | SUPPLEMENT       | P1700284 | 01/04/2017 | SYSCO FOODS OF BARABOO LLC                     | 793.64           |
|                    |                  |          |            | <b>SUPPORT SERVICE FOOD SERVICE PROG TOTAL</b> | <b>18,882.33</b> |
| 32-8000-9200-62420 | MACH & EQUIP RM  | P1700123 | 01/12/2017 | LAND AND WHEELS                                | 88.64            |
| 32-8000-9200-62450 | GROUNDS IMPR R&M | P1700748 | 01/10/2017 | DVORAK LANDSCAPE SUPPLY LLC                    | 340.55           |
|                    |                  | P1700813 | 01/18/2017 | DVORAK LANDSCAPE SUPPLY LLC                    | 340.55           |

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FOR THE MONTH OF JANUARY 2017

| Account Number                                   | Account Name     | PO#                | Inv Date       | Vendor Name                    | Inv/Enc Amt      |
|--|------------------|--------------------|----------------|--------------------------------|------------------|
| 32-8000-9200-62463                               | FIRE ALARM       | P1700107           | 01/11/2017     | JF AHERN COMPANY               | 375.00           |
|  |                  | P1700233           | 01/01/2017     | PER MAR SECURITY SERVICES      | 1,228.68         |
|  |                  | P1700798           | 01/09/2017     | PROTECTION TECHNOLOGIES        | 2,520.00         |
| 32-8000-9200-62470                               | BLDG R & M       | P1700108           | 01/16/2017     | BATTERIES PLUS LLC             | 154.81           |
|  |                  | P1700115           | 01/10/2017     | FIRST SUPPLY MADISON LLC       | 175.23           |
|  |                  | P1700129           | 01/04/2017     | WERNER ELECTRIC SUPPLY         | 63.32            |
|  |                  | P1700133           | 01/04/2017     | MENARDS                        | 212.23           |
|  |                  | P1700236           | 01/13/2017     | TOTAL ENERGY SYSTEMS LLC       | 1,690.00         |
|  |                  | P1700809           | 01/13/2017     | ACCURATE APPLIANCE REPAIR LLC  | 68.00            |
|  |                  | P1700814           | 01/20/2017     | ACCURATE APPLIANCE REPAIR LLC  | 26.00            |
|  |                  | 32-8000-9200-63109 | OTHER SUPP/EXP | P1700116                       | 01/12/2017       |
|  |                  | P1700133           | 01/05/2017     | MENARDS                        | 3.86             |
| <b>SUPPORT SERVICE MAINTENANCE PROG TOTAL</b>    |                  |                    |                |                                | <b>7,791.87</b>  |
| 32-8000-9300-62110                               | PEST CONTROL     | P1700277           | 01/06/2017     | SAFEWAY PEST CONTROL           | 1,190.00         |
| 32-8000-9300-62163                               | LAUNDRY          | P1700041           | 01/06/2017     | ARAMARK UNIFORM SERVICES INC   | 4,156.52         |
| 32-8000-9300-62164                               | DISPOSAL SERV    | P1700059           | 01/01/2017     | LB MEDWASTE SERVICES           | 104.48           |
| 32-8000-9300-63111                               | PAPER PRODUCTS   | P1700062           | 01/12/2017     | MCKESSON MEDICAL SURGICAL MN S | 1,397.72         |
|  |                  | P1700280           | 01/06/2017     | STAPLES BUSINESS ADVANTAGE     | 1,584.00         |
| 32-8000-9300-63404                               | JANITOR/CLEANING | P1700283           | 01/06/2017     | SUPPLY WORKS                   | 347.10           |
| <b>SUPPORT SERVICE ENVIRONMENTAL PROG TOTAL</b>  |                  |                    |                |                                | <b>8,779.82</b>  |
| 32-8000-9500-64200                               | TRAINING EXP     | P1700053           | 01/03/2017     | JP MORGAN CHASE BANK NA        | 374.00           |
| 32-8000-9500-64415                               | PROVIDER TAX     | P1700286           | 01/01/2017     | WISCONSIN DEPARTMENT OF        | 21,760.00        |
| <b>SUPPORT SERVICE ADMINISTRATION PROG TOTAL</b> |                  |                    |                |                                | <b>22,134.00</b> |
| 32-8000-9700-62174                               | INTERNIST        | P1700288           | 01/01/2017     | WEST MD,WILLIAM PETER          | 9,815.00         |
| <b>SUPPORT SERVICE MEDICAL STAFF PROG TOTAL</b>  |                  |                    |                |                                | <b>9,815.00</b>  |
| 32-9000-9910-65103                               | PUBLIC LIABILITY | P1700638           | 01/01/2017     | TRICOR INC                     | 500.00           |
| <b>GENERAL SERVICE INSURANCE PROG TOTAL</b>      |                  |                    |                |                                | <b>500.00</b>    |
| 32-9000-9920-62201                               | ELECTRIC         |                    | 01/11/2017     | ALLIANT ENERGY/WP&L            | 21,287.24        |
| 32-9000-9920-62203                               | NATURAL GAS      |                    |                |                                |                  |



**COMMITTEE REVIEW REPORT**  
FOR THE MONTH OF JANUARY 2017

| Account Number                               | Account Name | PO# | Inv Date   | Vendor Name         | Inv/Enc Amt      |
|--|--------------|-----|------------|---------------------|------------------|
|  |              |     | 01/11/2017 | ALLIANT ENERGY/WP&L | 2,516.38         |
| <b>GENERAL SERVICES UTILITIES PROG TOTAL</b> |              |     |            |                     | <b>23,803.62</b> |

I have reviewed the preceding payments in the total \$114,922.69

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

Committee \_\_\_\_\_

**Rock Haven  
RESIDENT COUNCIL MEETING  
December 20, 2016**

**Members Present:**

Sheila Tabbert  
Beulah Rudolph  
Gladys Johnson  
Joanne O'Brien  
Richard Woodliff

Dan Edmonds  
Rose Leuzinger  
Lillian Frayer  
Tom Hahn  
Clementine Turnmire

Phyllis Williams  
Marian Longman  
Marjorie Woodman  
Sharon Barnes  
Lillian Frayer  
Char Beliakoff  
Vera Polglaze, ADC

**Others:**

Theresa Talbert, SW

**Meeting called to order** – Pat Linneman, Resident Council President

**Pledge of Allegiance Recited** – All Members

**Reading of Last Meeting Minutes** – Tom Hahn. There were no additions or corrections and the minutes stand.

**Treasurer's Report** – by Sharon Barnes

There was no activity this month.

Balance -- \$300.03

No additions or corrections.

**Old Business:**

- **Announcements**-Those present expressed that they liked the addition of the announcements and that it helped them plan their day. They also said they could hear them now that staff turn off the radio in the dining rooms when the announcements are being made.

**New Business:**

- Sue Prostko, NHA spoke about the Mega Rule and how it will impact Nursing Homes and Residents that reside there. She discussed the language of Resident Council. She explained that there are things Residents would like but that facilities don't have to provide free of charge, i.e. transportation for Recreation, dining out, etc. She explained how we are not privately owned, but a County facility and we have limits to all areas including Bingo funding. She further told them how we, as staff, do fund raisers to provide programming for the Residents.
- Vera reviewed the new plans and calendar for the Activity Department, asked for input as well as request for Residents to accept a leadership position in their community.
- There was discussion regarding the Christmas Meal. Dave Hayes, FSM addressed the issues and explained there would be turkey and dressing, cranberry salad, and cheesecake. There was discussion regarding the chicken batter as well as positive comments about breakfast. Pat would like a small filet on occasion and Dave was open to looking into that as well. The Council thanked him for his time and openness to ideas.

- There was discussion regarding the Social Room temperature as well as two Residents thought their room was too cool. Vera assured them she would take that concern to Maintenance.
- Vera brought up the Christmas decorating “contest” and explained that Residents were welcome to vote on the best decorated unit.
- The meeting was adjourned by Pat Linneman

**Next meeting: Tuesday, January 24 @ 10:15 am –in the Social Room & Officers will meet on Friday, January 20 in the Social Room @ 10:00 am. The Resident Council Team asked that a representative from Maintenance and Activity staff be present.**

Minutes taken by Vera Polglaze CC: Dave Hayes, Dave Froeber, Michael Howell, Sue Prostko, Theresa Talbert, Gail Sullivan, Michelle Lynch & Nursing Supervisors.

ROCK COUNTY, WISCONSIN



Rock Haven  
P.O. Box 920  
Janesville, Wisconsin 53547-0920  
Phone 608-757-5000  
Fax 608-757-5026

January 1, 2017

Dear Rock Haven Resident:

The Health Services Committee will increase the private pay rate effective March 1, 2017. The following rates are effective until February 28, 2016:

| <u>LEVEL OF CARE</u>            | <u>2016 RATE</u> |
|---------------------------------|------------------|
| Intensive Skilled Nursing (ISN) | \$337.00         |
| Skilled Care (SNF)              | 300.00           |

The following rates will be effective March 1, 2017:

| <u>LEVEL OF CARE</u>            | <u>2017 RATE</u> |
|---------------------------------|------------------|
| Intensive Skilled Nursing (ISN) | \$342.00         |
| Skilled Care (SNF)              | 305.00           |

The rates continue to include all daily supplies such as incontinent, cable, and miscellaneous medical non billable supplies. You or your insurance will continue to be billed separately for pharmacy, speech therapy, physical therapy, occupational therapy, laboratory, radiology, dental, podiatry and beauty/barber shop services.

I assure you that we will strive to contain costs wherever possible while honoring our long-standing commitment to quality care. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Sue Prostko".

Sue Prostko  
Nursing Home Administrator

PPLTR



# Agrace

HOSPICE CARE | PALLIATIVE CARE | GRIEF SUPPORT | EDUCATIONAL INSTITUTE

January 17, 2017

Sue Prostko  
Rock Haven  
3400 N Cty Trk Hwy F  
Janesville, WI 53547

Dear Ms. Prostko,

Enclosed please find an updated Nursing Facility Services Agreement. The primary purpose of updating our agreement is to eliminate the Medicare pharmacy co-pay and to update the payment terms for Medicaid room and board payments. Some other minor changes were made throughout to ensure regulatory compliance and to accurately reflect our actions in working collaboratively with your organization to deliver quality hospice care to those in need.

**Medicare Pharmacy Co-Pay:** Beginning January 1, 2017, Agrace will no-longer require Medicare hospice patients to pay the 5% pharmacy co-pay. This is common practice in other areas throughout the U.S. Therefore, your facility staff will not need to collect co-pays for Medicare hospice patients going forward.

**Medicaid Room and Board Contract Language:** The language describing the process for reimbursement of Medicaid room and board payments has been changed to be in compliance with hospice regulations. The updated language states Agrace will make payment within 30 days of receiving reimbursement from Medicaid. However, since Wisconsin Medicaid pays timely, we will not change our payment practices or the timing of payments.

Please review the enclosed, updated agreement and let me know if you have any questions. If the agreement is acceptable please sign both copies, keep one for your records and send one back to me in the enclosed, addressed envelope. We look forward to a continued working relationship to provide quality, cost-effective hospice services to terminally ill patients.

Sincerely,

Holly Poast  
Contracting Manager

5395 E. Cheryl Parkway  
Madison, WI 53711  
Phone: (608) 276-4660  
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THIS NURSING FACILITY SERVICES AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of January, 2017 (the "Effective Date") by and between **Agrace HospiceCare Incorporated** ("Hospice") and **Rock Haven** ("Facility").

#### RECITALS

- A. WHEREAS, Hospice operates a licensed hospice program
- B. WHEREAS, Facility is a duly licensed nursing facility that is certified to participate in the Medicare and/or Medicaid programs.
- C. WHEREAS, Hospice and Facility contemplate that from time to time individuals residing in Facility shall need hospice care and individuals previously accepted into Hospice shall need care in a nursing facility.

#### AGREEMENTS

In consideration of the Recitals and mutual agreements that follow, the parties agree to the following terms and conditions:

1. Definitions.

(a) "Ancillary Services" means all items and services provided by Facility which may be related or unrelated to treatment of a Hospice Patient's terminal illness but specified in the Plan of Care. Such services include but are not limited to durable medical equipment, medical supplies, drugs and biologicals, therapy services, diagnostic testing and procedures and dietary services.

(b) "Facility Services" means those personal care and room and board services provided by Facility as specified in the Plan of Care for a Hospice Patient including, but not limited to: (i) providing food, including individualized requests and dietary supplements; (ii) assisting with activities of daily living such as mobility and ambulation, dressing, grooming, bathing, transferring, eating and toileting; (iii) arranging and assisting in socializing activities; (iv) assisting in the administration of medicine; (v) providing and maintaining the cleanliness of Hospice Patient's room; (vi) supervising and assisting in the use of any durable medical equipment and therapies included in the Plan of Care; (vii) providing laundry and personal care supplies; (viii) providing health monitoring of general conditions; (ix) contacting family/legal representative for purposes unrelated to the terminal condition; (x) arranging for the provision of medications not related to the management of the terminal illness; (xi) providing the usual and customary room furnishings provided to Facility residents including, but not limited to, beds, linens, lamps and dressers; and (xii) management of crisis situations (including but not limited to natural disasters, facility evacuation, fire) and temporary emergencies such as power disruptions. In the case of Medicaid Eligible Hospice Patients, Facility Services shall include all services outlined in the Medicaid covered services rule, as may be amended from time to time.

(c) "Hospice Patient" means an individual who has elected, directly or through such individual's legal representative, to receive Hospice Services and is accepted by Hospice to receive Hospice Services.

(d) "Hospice Physician" means a duly licensed doctor of medicine or osteopathy employed or contracted by Hospice who, along with the Hospice Patient's attending physician (if any), is responsible for the palliation and management of a Hospice Patient's terminal illness and related conditions.

(e) "Hospice Services" means those services provided to a Hospice Patient that are reasonable and necessary for the palliation and management of such Hospice Patient's terminal illness and are specified in a Hospice Patient's Plan of Care. Hospice Services include: (i) nursing care and services by or under the supervision of a registered nurse; (ii) medical social services provided by a qualified social worker under the direction of a physician; (iii) physician services to the extent that these services are not provided by the attending physician; (iv) counseling services, including bereavement, dietary and spiritual counseling; (v) physical, respiratory, occupational and speech therapy services; (vi) home health aide/homemaker services; (vii) medical supplies; (viii) drugs and biologicals; (ix) use of medical appliances; and (x) medical direction and management of the Hospice Patient.

(f) "Interdisciplinary Team" (IDT) means a group of qualified individuals including, but not limited to: a doctor of medicine or osteopathy; a registered nurse; a social worker; and a pastoral or other counselor.

(g) "Medicaid Eligible Hospice Patient" means a Hospice Patient who either: is eligible for Medicaid benefits and who has elected to receive the Medicaid hospice benefit; or is eligible for both Medicaid and Medicare Part A benefits and who has elected the Medicare hospice benefit.

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

(i) "Plan of Care" means a written care plan established, maintained, reviewed at minimum every 15 days, and modified, as necessary, at intervals identified by the IDT. The Plan of Care must reflect Hospice Patient and family goals and interventions based on the problems identified in the Hospice Patient assessments. The Plan of Care shall reflect the participation of Hospice, Facility and the Hospice Patient and family to the extent possible. Specifically, the Plan of Care includes: (i) an identification of Hospice Services, including interventions for pain management and symptom relief, needed to meet such Hospice Patient's needs and the related needs of Hospice Patient's family; (ii) a detailed statement of the scope and frequency of such Hospice Services; (iii) measurable outcomes anticipated from implementing and coordinating the Plan of Care; (iv) drugs and treatment necessary to meet the needs of the Hospice Patient; (v) medical supplies and appliances necessary to meet the needs of the Hospice Patient; and (vi) the IDT's documentation of the Hospice Patient's or representative's level of understanding, involvement and agreement with the Plan of Care. Hospice and Facility shall

jointly develop and agree upon a coordinated Plan of Care which is consistent with the hospice philosophy and is responsive to the unique needs of Hospice Patient and his or her expressed desire for hospice care. The Plan of Care shall identify which provider is responsible for performing the respective functions that have been agreed upon and included in the Plan of Care.

(j) "Private Pay Hospice Patient" means a Hospice Patient who is not eligible for the Medicare Part A hospice benefit or the Medicaid hospice benefit, or if eligible, has..... revoked or elected not to utilize the Medicare Part A hospice benefit and/or the Medicaid hospice benefit.

(k) "Purchased Hospice Services" means those Hospice Services that are not core services under the Medicare Conditions of Participation for Hospice Care and that Hospice has elected to contract with Facility to provide.

(l) "Residential Hospice Care Day" means a day on which a Hospice Patient receives Facility Services, including the day of admission but excluding both the day of discharge and any days on which a Hospice Patient receives inpatient care.

(m) "Uncovered Items and Services" means those services provided by Facility which are not Hospice Services, Facility Services or Other Facility Services including, but not limited to, telephone, guest trays and television hookup.

2. Responsibilities of Facility.

(a) Provision of Services.

- (i) Facility Services. At the request of an authorized Hospice staff member, Facility shall:
- a. admit Hospice Patients to Facility, subject to Facility's admission policies and procedures and the availability of beds;
  - b. immediately notify Hospice if Facility is unable to admit a Hospice Patient;
  - c. comply with Hospice Patient's Plan of Care and ensure Hospice Patients are kept comfortable, clean, well-groomed and protected from negligent and intentional harm including, but not limited to, accident, injury and infection;
  - d. provide Facility Services that meet the personal care and nursing needs that would have been provided by a Hospice Patient's primary caregiver at home, and Facility shall perform Facility Services at the same level of care provided to each Hospice Patient before hospice care was elected;
  - e. assist in administering prescribed therapies to Hospice Patients



under the Plan of Care, however such assistance may only be provided to the extent the activity is permitted by law and only to the extent that Hospice would routinely utilize the services of a Hospice Patient's family in implementing the Plan of Care;

f. perform additional interventions when requested and authorized by Hospice, in times of Hospice Patient crisis, in order to ensure Hospice Patient comfort and safety. Hospice and Facility shall address potential crisis situations for individual Hospice Patients in the Plan of Care.

(ii) Related Ancillary Services. Facility agrees to provide Ancillary Services related to the Patient's terminal diagnosis and required in the Patient's Interdisciplinary Plan of Care in collaboration with and as authorized by Hospice to Hospice Patients admitted for residential care as customarily provided by the facility. Hospice shall not reimburse for any Ancillary Services not authorized by Hospice.

(iii) Unrelated Ancillary Services. Facility agrees to provide Ancillary Services unrelated to the Patient's terminal diagnosis and required in the Patient's Interdisciplinary Plan of Care, in collaboration with Hospice, to Hospice Patients admitted for residential care as customarily provided by the facility. These unrelated Ancillary Services are not billed to Hospice.

(iv) Availability. Facility shall be available to provide Facility Services 24 hours per day, 7 days per week and shall maintain sufficient personnel who have the requisite training, skills and experience to meet this obligation.

(v) Purchased Hospice Services. At the request of an authorized Hospice staff member, Facility shall provide Hospice Patients with Purchased Hospice Services, as may be available by Facility.

(vi) Notification of Services. Facility shall fully inform Hospice Patients of Facility Services, Other Facility Services and Uncovered Items and Services to be provided by Facility.

(b) Professional Standards and Credentials.

(i) Professional Standards. Facility shall ensure that all Facility Services are provided competently and efficiently. Facility Services shall meet or exceed the standards of care for providers of such services and shall be in compliance with all applicable laws, rules, regulations, professional standards and licensure requirements.

(ii) Training. Facility shall cooperate to the best of their ability to ensure Facility personnel who provide services to Hospice Patients and have family/caregiver contact under this Agreement to attend, at reasonable times and locations, training provided by Hospice in the care of Hospice Patients. Facility agrees to include Hospice policies on, including but not limited to, the hospice philosophy, infection control and related training information in Facility staff orientation materials, upon request by hospice.

(ii) Credentials.

[a] Licensure. Facility represents and warrants that it has and shall maintain in good standing during the term of this Agreement all federal, state and local licenses and certificates required by law to provide Facility Services. Upon Hospice's request, Facility shall provide Hospice with evidence of such licenses and certifications.

[b] Qualifications of Personnel. Personnel who provide Facility Services shall be reasonably acceptable to Hospice. Facility represents and warrants that personnel providing Facility Services: [i] are duly licensed, credentialed, certified, and/or registered as required under applicable state laws; and [ii] possess the education, skills, training and other qualifications necessary to provide Facility Services. Based on criminal background checks conducted by Facility, Facility personnel who have direct contact with Hospice Patients or have access to Hospice Patient records have not been found to have engaged in improper or illegal conduct relating to the elderly, children or vulnerable individuals. Upon Hospice's request, Facility shall provide Hospice with proof of an individual's qualifications to provide Facility Services.

[c] Disciplinary Action. Facility represents and warrants that neither it nor any of its personnel is under suspension or subject to any disciplinary proceedings by any agency having jurisdiction over professional activities of Facility or its personnel and is not under any formal or informal investigation or preliminary inquiry by such department or agency for possible disciplinary action.

[d] Exclusion from Medicare or Medicaid. Facility represents and warrants that neither Facility nor its personnel has been, at any time, excluded from participation in any federally funded health care program including, without limitation, Medicare or Medicaid, nor has been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law.

(c) Quality Assessment and Performance Improvement Activities. Facility shall cooperate with Hospice in its agency-wide quality assessment and performance improvement activities. Components of the quality assessment and performance improvement program include but are not limited to (i) data collection; (ii) reporting adverse Patient events, analyzing their causes, and implementing preventive actions and mechanisms; and (iii) taking actions to improve performance. Hospice shall provide Facility with a description of its quality assessment and performance improvement program and information on performance improvement projects, as needed. Third party payors may also impose their own utilization management or quality assurance requirements which Facility must meet. Cooperating in such activities shall not constitute a waiver of any legal privileges or rights that may apply to the information that is shared. Hospice shall maintain the confidentiality of such information in whatever form it is provided.

(d) Coordination of Care.

(i) General. Facility shall participate in any meetings, when requested, for the coordination, supervision and evaluation by Hospice of the provision of Facility Services. Hospice and Facility shall communicate with one another regularly and as needed for each particular Hospice Patient. Each party is responsible for documenting such communications in its respective clinical records to ensure that the needs of Hospice Patients are met 24 hours per day.

(ii) Design of Plan of Care. In accordance with applicable federal and state laws and regulations, Facility shall collaborate with Hospice in developing a Plan of Care for each Hospice Patient. Hospice retains primary responsibility for development of the Plan of Care.

(iii) Modifications to Plan of Care. Facility shall participate with periodic, collaborative reviews and modifications of the Plan of Care. Changes to the Plan of Care shall only be made in collaboration with Hospice. Hospice shall determine the appropriate level of hospice care provided to each Hospice Patient.

(iv) Notification of Change in Condition. Facility shall immediately inform Hospice of change in the condition of a Hospice Patient. This includes, without limitation, a significant change in a Hospice Patient's physical, mental, social or emotional status, clinical complications that suggest a need to alter the Plan of Care, a need to transfer Hospice Patient to another facility, or the death of a Hospice Patient.

(e) Policies and Procedures. In providing services to Hospice Patients, Facility shall abide by Hospice's policies and procedures, palliative care protocols and Plans of Care.

(f) Assist with Surveys and Complaints. Facility shall be available during federal, state, local and other surveys to assist Hospice in responding to surveyor questions and survey citations, attending exit conferences, drafting plans of correction for identified survey deficiencies and providing clinical expertise when necessary to appeal survey deficiencies. In the event of any complaint filed by or with respect to a Hospice Patient or any investigation initiated by any governmental agency or any litigation commenced against Hospice, Facility shall fully cooperate with Hospice in an effort to respond to and resolve the same in a timely and effective manner. Facility shall also cooperate fully with any insurance company providing protection to Hospice in connection with investigations. Facility shall notify Hospice promptly of any inquiries, claims, and investigations and cooperate fully with the directions of Hospice with respect thereto.

(g) Visiting and Access by Hospice.

(i) Visiting Privileges. Facility shall permit free access and unrestricted visiting privileges, including visits by children of any age, 24 hours per day, 7 days per week.

(ii) Visitor Accommodations. Facility shall provide adequate space, located conveniently to Hospice Patient, for private visiting among Hospice Patient, Hospice Patient's family members and any other visitors. Facility shall provide adequate accommodations for Hospice Patient's family members to remain with Hospice Patient up to 24 hours per day, and permit family members privacy following the death of a Hospice Patient.

(iii) Hospice Access to Facility. Facility shall permit employees, contractors, agents and volunteers of Hospice free and complete access to Facility 24 hours per day, as necessary, to permit Hospice to counsel, treat, attend and provide services to each Hospice Patient.

(iv) Hospice Physician. For the treatment of Hospice's Patients, the Facility shall grant full staff privileges to Hospice Physicians upon application and qualification for such privileges in accordance with Facility's requirements.

(h) Patient Transfer. Facility shall not transfer any Hospice Patient to another care setting without the prior approval of Hospice. If Facility fails to obtain the necessary prior approval, Hospice bears no financial responsibility for the costs of transfer or the costs of care provided in another setting.

(i) Physician Orders. If there are physician orders that are inconsistent with the Plan of Care or Hospice protocols, a registered nurse with Facility shall notify Hospice. An authorized representative of Hospice shall resolve differences directly with the physician and secure the necessary orders.

(j) Bereavement Services to Facility Staff. Facility shall be primarily responsible for providing any requested bereavement services to Facility staff after the death of a Hospice Patient who resided in Facility; provided, however, that Hospice may assist Facility in providing such bereavement services to grieving Facility staff members upon request from Facility.

### 3. Responsibilities of Hospice.

#### (a) Admission to and Discharge from Hospice Program.

(i) Assessment. If a resident of Facility requests the provision of Hospice Services, Hospice shall perform a comprehensive assessment of such resident and shall notify Facility, either orally or in writing, whether such resident is authorized for admission as a Hospice Patient. Hospice shall maintain adequate records of all such authorizations of admission.

(ii) Assessing Continued Eligibility. Hospice shall have authority for assessing a Hospice Patient's continued eligibility for Hospice Services and for discharging a Hospice Patient from Hospice.

(b) Professional Management Responsibility.

(i) Compliance with Law. Hospice shall assume professional management responsibility for Hospice Services provided to Hospice Patients residing at Facility and their family units, pursuant to the Medicare Conditions of Participation for Hospice Care and state and local laws and regulations. This includes admission and/or discharge of Patients to and from Hospice Services, Patient and family assessments, reassessments, establishment of the Plan of Care, authorization of all services and management of the care through IDT meetings. Hospice shall make arrangements for, and remain responsible for, any necessary continuous care or inpatient care related to a Hospice Patient's terminal illness and related conditions. Hospice acknowledges that it is responsible for providing Hospice Services to Hospice Patients residing at Facility at the same level and to the same extent as if Hospice Patients were receiving care in their own homes.

(ii) Management of Hospice Services. Hospice retains professional management responsibility to ensure that Hospice Services are furnished in a safe and effective manner by qualified personnel in accordance with Hospice Patient's Plan of Care.

(iii) Coordination and Evaluation. Hospice shall retain responsibility for coordinating, evaluating and administering the hospice program, as well as ensuring the continuity of care of Hospice Patients, which includes coordination with Facility for Facility Services. Hospice's IDT shall communicate with Facility's medical director, Hospice Patient's attending physician and other physicians participating in the care of a Hospice Patient as needed to coordinate Hospice Services with the medical care provided by other physicians. Methods used to evaluate the care may include but are not limited to: [a] periodic supervisory visits; [b] review of the qualifications of personnel providing Facility Services; [c] review of documentation; [d] evaluation of the response of a Hospice Patient to the Plan of Care; [e] discussion with Patient and Patient's caregivers; [f] Patient evaluation surveys; and [g] quality improvement data.

(iv) Assessment of Facility Services. Hospice shall develop, maintain and conduct an ongoing, comprehensive assessment of the quality and appropriateness of Facility and the provision of Facility Services. Such assessments shall be conducted at least annually.

(c) Hospice Care Training. Hospice shall provide orientation and ongoing hospice care training to Facility's personnel as necessary to facilitate the provision of safe and effective care to Hospice Patients. Such orientation must include Hospice policies and procedures regarding methods of comfort, pain control and symptom management as well as principles about death and dying, individual responses to death, Patient rights, appropriate forms and recordkeeping requirements.

(d) Designation of Hospice Representative. For each Hospice Patient, Hospice shall designate a registered nurse who shall be responsible for coordinating and supervising services provided to a Hospice Patient for consultation with Facility concerning a Hospice Patient's Plan of Care. In addition, for each Hospice Patient residing at Facility, Hospice shall designate a member of the Hospice Patient's IDT to provide overall coordination

of care for such Hospice Patient. Such hospice representative shall monitor Facility Services to Hospice Patient and be available to provide information to Facility regarding the provision of Facility Services and to coordinate the periodic evaluation of Patient progress and outcomes of care. Further, the hospice representative shall be responsible for communicating with Facility representatives and other health care providers who participate in the care of a Hospice Patient's terminal illness and related conditions to ensure quality of care for Hospice Patients and their families.

(e) Provision of Information. Hospice shall promote open and frequent communication with Facility and shall provide Facility with sufficient information to ensure that the provision of Facility Services under this Agreement is in accordance with the Hospice Patient's Plan of Care, assessments, treatment planning and care coordination. At a minimum, Hospice shall provide the following information to Facility for each Hospice Patient residing at Facility:

(i) Plan of Care, Medications and Orders. The most recent Plan of Care, medication information and physician orders specific to each Hospice Patient residing at Facility;

(ii) Election Form. The hospice election form and any advanced directives;

(iii) Certifications. Physician certifications and recertifications of terminal illness;

(iv) Contact Information. Names and contact information for Hospice personnel involved in providing Hospice Services; and

(v) On-Call System. Instructions on how to access Hospice's 24-hour on-call system.

(f) Policies and Procedures. Hospice shall provide Facility with copies of applicable Hospice policies and procedures and shall meet with Facility to review such policies and procedures, as necessary.

(g) Physician Orders. All physician orders communicated by Hospice under this Agreement shall be in writing and signed by the applicable attending physician or Hospice Physician; provided, however, that in the case of urgent or emergency circumstances, such orders may be communicated orally by the by any such persons. Hospice shall maintain adequate records of all physician orders communicated in connection with the Plan of Care.

(h) Notification of Hospice Services. Hospice shall fully inform Hospice Patient of the Hospice Services to be provided by Hospice and Purchased Hospice Services, if any, to be provided by Facility.

(i) Assist with Surveys and Complaints. Hospice shall be available during federal, state, local and other surveys to assist Facility in responding to surveyor questions and survey citations, attending exit conferences, drafting plans of correction for identified survey deficiencies and providing medical expertise when necessary to appeal survey deficiencies. In the event of any complaint filed by or with respect to a Hospice Patient or any investigation initiated by any governmental agency or any litigation commenced against Facility, Hospice shall fully cooperate with Facility in an effort to respond to and resolve the same in a timely and effective manner. Hospice shall also cooperate fully with any insurance company providing protection to Facility in connection with investigations. Hospice shall notify Facility promptly of any inquiries, claims, and investigations and cooperate fully with the directions of Hospice with respect thereto.

4. Billing and Payment.

(a) Financial Responsibility. Hospice maintains financial responsibility for Hospice services rendered to Medicare, Medicaid, other insurance and private pay Hospice Benefit Patients. All billing for hospice services shall be carried out by Hospice. All billing for room and board shall be carried out by the Facility, except for Medicaid eligible Hospice Patients (refer to c).

(b) Medicare Patients. Facility agrees that the only charges for which a Medicare Part A Hospice Patient shall be liable and shall be billed directly by Facility shall be for: (a) Medicare deductibles and coinsurance amounts for Facility Services that are not related to such Hospice Patient's terminal illness, including room and board, and (b) services provided by Facility which are not reasonable or necessary for palliation or management of terminal illness and not in conformity with the Hospice Interdisciplinary Plan of Care or authorized by the Hospice medical director.

(i) Ancillary Services.

[a] Related to the Patient's Terminal Diagnosis.

[i] Pharmacy. For Medicare Hospice Benefit Patients, Facility pharmacy shall bill Hospice for medications related to the Patient's terminal diagnosis and authorized by Hospice through Hospice's Pharmacy Benefit Manager. Hospice shall not reimburse Facility for pharmacy related service fees including but not limited to dispensing fees, delivery fees and bubble packaging.

[ii] Durable Medical Equipment (DME). For Medicare Hospice Benefit Patients, Facility's DME provider shall be the responsible biller to Hospice for DME related to the Patient's terminal diagnosis which are not included in the Facility room and board and is not provided by Hospice's preferred DME provider. The Facility DME provider must be Medicare certified. If DME is provided by a provider other than Hospice's preferred DME provider, it shall be the responsibility of the Facility to manage the deployment of that DME. Hospice related supplies are not part of DME and shall be provided by the Hospice. In general, the Facility shall not be billing Hospice for DME. In the rare circumstance where a facility bill is warranted, Hospice shall reimburse facility at 80% of the Medicare fee schedule

for DME related to the terminal diagnosis and authorized by Hospice to be supplied by the Facility or Facility Pharmacy. If the DME does not have a Medicare allowable Hospice shall reimburse Facility at 65% of billed charges.

[iii] Therapy Services. Therapy services that are related to the Patient's terminal diagnosis and authorized by Hospice are reimbursed at the Medicare Fee Schedule.

[b] Unrelated to the Patient's Terminal Diagnosis. For Medicare Hospice Benefit Patients, Facility pharmacy, DME provider or therapy provider shall bill Medicare, Hospice Patient's third-party payer or Hospice Patient directly for services unrelated to the Patient's terminal diagnosis.

(c) Medicaid Patients. Facility agrees that the only charges for which a Medicaid eligible Hospice Patient shall be liable and shall be billed directly by Facility shall be for: (a) Medicaid deductibles and coinsurance amounts for Facility services that are not related to such Hospice Patient's terminal illness, including Patient liability amount for room and board, and (b) services provided by Facility which are not reasonable or necessary for palliation or management of terminal illness and not in conformity with the Hospice Interdisciplinary Plan of Care or authorized by Hospice medical director.

(i) DHS Rate Adjustment. While the Patient is receiving hospice care, the State Medicaid Fiscal Agency pays Hospice 95% of the Medicaid approved Facility daily rate as determined by DHFS for room and board less any applicable Patient liability amount. **Hospice shall reimburse your Facility 100% of your Facility daily rate as determined by DHFS less any applicable Patient liability amount.** Facility shall forward to Hospice a copy of DHFS rate adjustment notification within 30 days of rate adjustment notification from DHFS. Hospice shall reimburse Facility at the latest rate available.

(ii) Room and Board Charges. The Facility shall submit claims to Hospice for Room and Board charges following standard claim submission guidelines. The Facility shall include total room and board charges, patient liability amount and estimate amount due on each claim. After receiving a clean claim from Facility, Hospice shall reimburse Facility within 30 days of receiving reimbursement from Medicaid. All claims must be submitted to Hospice within 90 days of the date of service.

(iii) Payment Delays. Hospice may delay payment to the Facility for a Patient when the Facility has not submitted the required resident assessment information to the State and when such action causes a delay in payment to Hospice for room and board charges. If payments to Hospice are delayed more than 90 days for a Patient, Hospice may offset future payments to the Facility equal to the amount withheld by the State. An offset in payments shall only occur if Hospice has paid the Facility for the dates of service in question. Hospice shall automatically adjust the payments to the Facility for retroactive room and board rate changes.

(iv) Bed Holds. Wisconsin Medicaid does not pay bed hold when a Patient is admitted for hospice general inpatient care. Therefore, any bed hold charges must be



reviewed and prior authorized by Hospice.

(v) Hospice Election Period. Hospice does not accept any financial responsibility for room and board payments if the Patient's Medicaid is not in effect during the hospice election period.

(vi) Ancillary Services.

[a] Related to the Patient's Terminal Diagnosis.

[i] Pharmacy. For Medicaid Hospice Benefit Patients, Facility pharmacy shall bill Hospice for medications related to the Patient's terminal diagnosis and authorized by Hospice through Hospice's Pharmacy Benefit Manager. Medicaid Patients have no co-pay.

[ii] Durable Medical Equipment (DME). For Medicaid Hospice Benefit Patients, Facility's DME provider shall be the responsible biller to Hospice for DME related to the Patient's terminal diagnosis which are not included in the Facility room and board and is not provided by Hospice's preferred DME provider. The Facility DME provider must be Medicare certified. If DME is provided by a provider other than Hospice's preferred DME provider, it shall be the responsibility of the Facility to manage the deployment of that DME. Hospice related supplies are not part of DME and shall be provided by the Hospice. In general, the Facility shall not be billing Hospice for DME. In the rare circumstance where a facility bill is warranted, Hospice shall reimburse facility at 80% of the Medicare fee schedule for DME related to the terminal diagnosis and authorized by Hospice to be supplied by the Facility or Facility Pharmacy. If the DME does not have a Medicare allowable Hospice shall reimburse Facility at 65% of billed charges.

[iii] Therapy Services. For Medicaid Benefit Patients, therapy services that are related to the Patient's terminal diagnosis and authorized by Hospice are reimbursed at the Medicaid Fee Schedule.

[b] Unrelated to Patient's Terminal Diagnosis. For Medicaid Hospice Benefit Patients, Facility pharmacy, DME provider or Therapy provider shall bill Medicaid, Hospice Patient's third-party payer or Hospice Patient directly for services unrelated to the Patient's terminal diagnosis.

(d) Private Pay/Other Insurance. For Patients who are not Medicare and Medicaid eligible Hospice Patients, Facility shall bill Hospice Patient/Other Insurance for room and board and all other expenses incurred by Hospice Patient during Hospice Patient's residential stay.

(i) TRICARE Pharmacy. For TRICARE Hospice Benefit Patients, Facility pharmacy shall bill Hospice for medications related to the Patient's terminal diagnosis and authorized by Hospice through Hospice's Pharmacy Benefit Manager. HIRSP Patients have

no co-pay.

(ii) TRICARE DME. For TRICARE Hospice Benefit Patients, Facility's DME provider shall be the responsible biller to Hospice for DME related to the Patient's terminal diagnosis which are not included in the Facility room and board and is not provided by Hospice's preferred DME provider. The Facility DME provider must be Medicare certified. If DME is provided by a provider other than Hospice's preferred DME provider, it shall be the responsibility of the Facility to manage the deployment of that DME. Hospice related supplies are not part of DME and shall be provided by the Hospice. In general, the Facility shall not be billing Hospice for DME. In the rare circumstance where a facility bill is warranted, Hospice shall reimburse facility at 80% of the Medicare fee schedule for DME related to the terminal diagnosis and authorized by Hospice to be supplied by the Facility or Facility Pharmacy. If the DME does not have a Medicare allowable Hospice shall reimburse Facility at 65% of billed charges.

(e) Other Non-Hospice Services. Facility shall bill any Hospice Patient directly (or the Hospice Patient's third-party payer, if any) for (a) medical care or other services not related to the Hospice Patient's terminal illness, (b) care provided by Facility upon the written request of a Hospice Patient which is not reasonable or necessary for palliation or management of terminal illness and not rendered in accordance with the applicable Hospice Interdisciplinary Plan of Care, and (c) items or services provided by Facility which are not Facility Services or Hospice Services.

5. Insurance and Hold Harmless.

(a) Insurance. Each party shall obtain and maintain appropriate professional liability, commercial general liability, worker's compensation and employer's liability insurance coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage amounts of Facility's professional liability insurance be less than \$1 million per claim and \$3 million in the aggregate. Either party may request evidence of insurance from the other party and such other party shall provide such evidence to the requesting party in a timely manner. Facility shall ensure that Hospice receives at least 30 days' notice prior to the termination of any insurance policy required by this Agreement.

(b) Mutual Hold Harmless. Each party shall be responsible for the acts and omissions of itself and its employees and subcontractors and neither party agrees to indemnify any other party for any such act or omission, provided, however, that this Agreement shall not constitute a waiver by any party of any rights to indemnification, contribution or subrogation which such party may have by operation of law.

6. Records.

(a) Creation and Maintenance of Records. Facility shall prepare and maintain complete and detailed records concerning each Hospice Patient receiving Facility Services under this Agreement in accordance with prudent record-keeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program

guidelines. Facility shall retain such records for a minimum time period as required by applicable federal and state law. Each clinical record shall completely, promptly and accurately document all services provided to, and events concerning, each Hospice Patient, including evaluations, treatments, progress notes, authorizations to admission to Hospice and/or Facility, physician orders entered pursuant to this Agreement and discharge summaries. Each record shall document that the specified services are furnished in accordance with this Agreement and shall be readily accessible and systemically organized to facilitate retrieval by either party. Facility shall cause each entry made for Facility Services provided to be signed and dated by the person providing Facility Services.

(b) Financial Recordkeeping. Facility shall keep accurate books of accounts and records covering all transactions relating to this Agreement (the "Financial Records") at its principal place of business. Hospice and its duly authorized representatives, including any independent public accountant or other auditor, shall have the right during regular business hours and on reasonable written notice to Facility to examine Facility's Financial Records and to make copies thereof.

(c) Access by Hospice. Facility shall permit Hospice or its authorized representative, upon reasonable notice, to review and make photocopies of records maintained by Facility relating to the provision of Facility Services including, but not limited to, clinical records and billing and payment records. This section shall survive the termination of this Agreement.

(d) Inspection by Government. In accordance with 42 U.S.C. § 1395x(v)(1)(i) and 42 C.F.R. § 420.300, *et seq.*, Facility shall make available, until the expiration of five years from the termination of this Agreement, upon written request, to the Secretary of Health and Human Services of the United States, and upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any of its books, documents and records that are necessary to certify the nature and costs of Medicare reimbursable services provided under this Agreement. If and to the extent Facility carries out any of its duties under this Agreement through a subcontract with a related organization having a value or cost of \$10,000 or more over a 12-month period, then Facility shall ensure that the subcontract contains a clause comparable to the clause in the preceding sentence. Nothing contained in this section shall be construed as a waiver by either party of any legal rights of confidentiality with respect to Patient records and proprietary information.

(e) Destruction of Records. Facility shall take reasonable precautions to safeguard records against loss, destruction and unauthorized disclosure.

7. Confidentiality. Each party acknowledges that as part of its performance under this Agreement, it may be required to disclose to the other party certain information pertaining to Hospice Patients (collectively, "Patient Information") and may be required to disclose certain business or financial information (collectively, with the Patient Information, the "Confidential Information"). Each party agrees that it shall treat Confidential Information with the same degree of care it affords its own similarly confidential information and shall not, except as specifically authorized in writing by the other party or as otherwise required by law, reproduce any Confidential Information or disclose or provide any Confidential Information to any person. A party that discloses Confidential Information shall be entitled to injunctive relief to prevent a

breach or threatened breach of this section, in addition to all other remedies that may be available. This section shall survive termination of this Agreement.

8. Term and Termination.

(a) Term. This Agreement shall have an initial term of one year beginning on the Effective Date ("Initial Term") and shall automatically renew for successive one-year terms, unless sooner terminated as provided below.

(b) Termination.

(i) Without Cause. This Agreement may be terminated by either party for any reason after the initial term by providing at least 90 days' prior written notice to the other party.

(ii) Mutual Written Agreement. This Agreement may terminate at any time after the Initial Term upon written agreement of the parties.

(iii) For Cause. Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party breaches this Agreement and fails to cure such breach within such 30-day period.

(iv) Change in Law. In the event there are substantial changes or clarifications to any applicable laws, rules or regulations that materially affect, in the opinion of either party's legal counsel, any party's right to reimbursement from third party payors or any other legal right of any party to this Agreement, the affected party may, by written notice to the other party, propose such modifications to this Agreement as may be necessary to comply with such change or clarification. Upon receipt of such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If such notice is given and the parties are unable within 60 days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing at least 30 days' notice to the other party.

(v) Immediate Termination. Notwithstanding the above, either party may immediately terminate this Agreement if:

[a] Failure to Have Qualifications. A party or its personnel are excluded from any federal health program or no longer have the necessary qualifications, certifications and/or licenses required by federal, state and/or local laws to provide Facility Services.

[b] Liquidation. A party commences or has commenced against it proceedings to liquidate, wind up, reorganize or seek protection, relief or a consolidation of its debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.

[c] Failure to Have Insurance. A party ceases to have any of the insurance required under this Agreement.

[d] Threats to Health, Safety or Welfare. A party fails to perform its duties under this Agreement and the other party determines in its full discretion that such failure threatens the health, safety or welfare of any Patient.

[e] Commission of Misconduct. A party commits an act of misconduct, fraud, dishonesty, misrepresentation or moral turpitude involving the other party or a mutual Patient of the parties.

(c) Effect of Termination on Availability of Facility Services. In the event this Agreement is terminated, Facility shall work with Hospice in coordinating the continuation of Facility Services to existing Hospice Patients and shall continue to provide Facility Services to Hospice Patients after this Agreement is terminated, if Hospice determines that removing Facility Services would be detrimental to Hospice Patients. In such cases, Facility Services shall continue to be provided in accordance with the terms set forth in this Agreement. This section shall survive termination of this Agreement.

9. Notification of Material Events. Either party shall immediately notify the other party of:

(a) Ownership Change. Any change in 10% or more of its ownership.

(b) Business Address Change. Any change in business address.

(c) Licensure Actions. Any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, or action by federal or state officials against the party or its personnel.

(d) Exclusion. Any threatened, proposed or actual exclusion of it or any of its subcontractors or personnel from any government program including, but not limited to, Medicare or Medicaid.

(e) Insurance. The cancellation or modification of any of the insurance coverage that the party is required to have under this Agreement.

(f) Liquidation. The commencement of any proceeding to liquidate, wind up, reorganize or seek protection, relief or a consolidation of Facility's or Hospice's debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.

(g) Incident Reporting. Any of the following alleged incidents involving a Hospice Patient residing at Facility:

(i) abuse or neglect;

(ii) injuries of an unknown source; or

(iii) misappropriation of Patient property/financial exploitation.

10. Nondiscrimination. All services provided under the Agreement shall be provided without regard to the race, age, sex, color, national origin, handicap, marital status, communicable disease, religion, diagnosis, sexual orientation, caregiver or resuscitation status, status as a disabled or Vietnam Era Veteran, or any other protected class by federal or state laws.

11. Independent Contractor. In performance of the services discussed herein, Hospice and Facility shall each be, and at all times are, acting and performing as an independent contractor, and not as a partner, a co-venturer, an employee, an agent or a representative of the other. No employee or agent of one party to this Agreement shall be considered an employee or agent of the other party.

12. Use of Name or Marks. Neither Hospice nor Facility shall have the right to use the name, symbols, trademarks or service marks of the other party in advertising or promotional materials or otherwise without receiving the prior written approval of such other party; provided, however, that one party may use the name, symbols, or marks of the other party in written materials previously approved by the other party for the purpose of informing prospective Hospice Patients and attending physicians of the availability of the services described in this Agreement.

13. Miscellaneous Provisions.

(a) Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

(b) Severability. This Agreement is severable, and in the event that any one or more of the provisions hereof shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(c) Headings. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any claims or disputes related to this Agreement shall be brought in Rock County.

(e) Nonassignability. Neither party shall assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

(f) Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

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

(h) No Third Party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party.

(i) Force Majeure. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

(j) No Requirement to Refer. This Agreement is not intended to influence the judgment of any physician or provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of residents. Neither Facility nor Hospice shall receive any compensation or remuneration for referrals.

(k) Nonexclusive Agreement. This Agreement is intended to be nonexclusive, and either party may use any provider for the same or similar services.

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

(m) Agreement Implementation. Both Facility and Hospice shall designate individuals who shall be responsible for the implementation of the provisions of the Agreement ("Facility Representative" or "Hospice Representative" respectively). The current Facility and Hospice Representatives are identified at the end of this Agreement. Facility and Hospice shall notify each other, in writing, if a new individual is designated as the Facility or Hospice Representative.

(o) Notices. All notices or other communications which may be or are required to be given, served or sent by any party to the other party pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: HOSPICE  
Lynne S. Myers, FACHE, President/CEO  
Agrace HospiceCare Inc.  
5395 E Cheryl Parkway

Madison, WI 53711

TO: Sue Prostko  
Rock Haven  
3400 N Cty Trk Hwy F  
Janesville, WI 53547

(p) Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement may not be modified or amended except by mutual consent of the parties, and any such modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to, and become a part of, this Agreement.

**Acknowledgment of Auto-Renewal.** This provision is required by Wis. Stat. § 134.49. As provided in Section 8, after the Initial Term, this Agreement shall automatically renew for subsequent one (1) year terms. Either party may terminate this Agreement as provided in Section 8 (b). Initial here: HP Hospice \_\_\_\_\_ Facility

The parties have executed this Agreement as of the day, month and year first written above.

HOSPICE  
BY: Holly Poast  
Holly Poast, Contracting Manager  
1/17/2017  
Date

FACILITY  
BY: \_\_\_\_\_  
Name/Title:  
Facility NPI:  
\_\_\_\_\_  
Date



Facility Representative. Facility has identified the following individual as the Facility Representative:

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

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

Phone: \_\_\_\_\_

Hospice Representative. Hospice has identified the following individual as the Hospice Representative:

Name: Traci Raether  
Title: Director/Clinical Operations  
Phone: (608) 276-4660