

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 October 15, 2014 at 8:00 a.m.
Rock Haven Conference Room in Village Commons

AGENDA

1. Call to Order/Approval of Agenda
2. Approval of Minutes – September 10, 2014
3. Introductions, Citizen Participation, Communications and Announcements
4. **Action Item:** Bills
5. **Action Item:** Budget Transfers
6. **Action Item:** Pre-Approved Encumbrances/Encumbrances
7. Old Business
 - a. Information Item: Rock Haven Building Update
 - b. Information Item: Survey Update
 - c. Information Item: Resident Council Minutes (Copies will be provided)
8. New Business
 - a. Information Item: Budget Review
 - b. **Action Item:** Contract Addendum with Dean Health Plan Medicare Advantage
 - c. **Action Item:** Dr. Bashar Omari Service Agreement with Rock Haven
9. Information Item: Reports
 - a. Census
 - b. Activities
 - 1) Staff Education for October 2014
 - a. Employee and Resident Flu Vaccines
 - b. Blood Borne Pathogens Infection Control Fair
 - c. Dementia Training Module 4 and 5
 - 2) Resident Council Meeting – October 21, 2014 at 10:15 am.
 - c. Finance - Dave Sudmeier

10. Next Meeting Date - The next regular meeting of the Health Services Committee is scheduled for Wednesday November 19, 2014 at 8 a.m. in the Rock Haven Classroom of the Village Commons

11. 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.

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
32-3250-0000-64904	SUNDRY EXPENSE				
		P1400361	08/26/2014	LIVING DESIGN INC	472.48
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	5,000.00	613.96	472.48	472.48	3,441.08
ROCK HAVEN PROG TOTAL				472.48	
32-7260-7400-62171	AMBULANCE				
		P1400345	09/22/2014	CAPITOL EXPRESS TRANSPORTATION	117.50
		P1400358	08/30/2014	KTOWN TRANSPORTATION INC	72.75
		P1400360	08/19/2014	LAVIGNE BUS COMPANY INC	450.50
		P1400368	09/11/2014	PARATECH AMBULANCE SERVICE INC	385.80
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	11,500.00	5,603.13	1,026.55	1,026.55	3,843.77
32-7260-7400-62189	OTHER MED SERV				
		P1400350	09/18/2014	DEAN HEALTH SYSTEMS	91.96
		P1400364	08/30/2014	MOBILEXUSA	981.92
		P1403113	09/05/2014	SSM HEALTH CARE OF WISCONSIN I	2,547.40
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	15,500.00	8,389.71	12,010.92	3,621.28	(8,521.91)
RH CONTRACT SERVICES T-18 PROG TOTAL				4,647.83	
32-7500-7350-64300	REC THERAPY				
		P1401909	09/24/2014	NASCO	254.15
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	21,000.00	15,059.37	3,347.36	254.15	2,339.12
RH-PROGRAM SERVICE ADMIN. PROG TOTAL				254.15	
32-8000-8100-63109	OTHER SUPP/EXP				
		P1400386	09/04/2014	ROCK COUNTY HEALTH CARE CENTE	89.62
		P1400387	09/01/2014	ROCK COUNTY HEALTH CARE CENTE	303.16
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	6,000.00	4,470.40	1,720.36	392.78	(583.54)
32-8000-8100-64000	MEDICAL SUPPLIES				
		P1400353	09/19/2014	EZ WAY INC	1,632.00
		P1400370	09/02/2014	PATTERSON MEDICAL	414.45
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	135,000.00	97,890.83	31,110.74	2,046.45	3,951.98
SUPPORT SERVICE MATERIALS PROG TOTAL				2,439.23	
32-8000-9100-64105	GROCERIES				

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
		P1400357	09/04/2014	KMART CORP #4255	16.38
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	170,727.00	118,213.46	56,014.03	16.38	(3,516.87)
SUPPORT SERVICE FOOD SERVICE PROG TOTAL				16.38	
32-8000-9200-62420	MACH & EQUIP RM				
		P1400231	09/11/2014	ASC1	331.16
		P1400341	09/25/2014	AMSAN LLC	15.00
		P1400353	10/01/2014	EZ WAY INC	402.15
		P1401249	08/31/2014	SELECT SOUND SERVICE INC	255.38
		P1402805	09/15/2014	BEST MEDICAL SERVICES	145.00
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	25,000.00	37,290.75	1,140.69	1,148.69	(14,580.13)
32-8000-9200-62450	GROUNDS IMPR R&M				
		P1403143	09/11/2014	JANESVILLE SAND AND GRAVEL CO	18.00
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	10,000.00	8,273.09	320.95	18.00	1,387.96
32-8000-9200-62460	BLDG SERV R&M				
		P1400250	09/09/2014	TAS COMMUNICATIONS INC	100.09
		P1403231	09/17/2014	TRI COR MECHANICAL INC	946.00
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	14,700.00	10,216.83	100.09	1,046.09	3,336.99
32-8000-9200-62463	FIRE ALARM				
		P1400217	08/19/2014	ABC FIRE AND SAFETY INC	183.00
		P1403131	09/10/2014	PROTECTION TECHNOLOGIES	2,648.00
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	17,400.00	26,589.01	183.00	2,831.00	(12,203.01)
32-8000-9200-62470	BLDG R & M				
		P1400227	09/05/2014	FIRST SUPPLY MADISON LLC	170.28
		P1400238	09/09/2014	MC MASTER-CARR SUPPLY COMPAN	248.52
		P1400241	08/31/2014	PIEPER ELECTRIC INC	1,629.85
		P1400251	09/11/2014	WERNER ELECTRIC SUPPLY COMPAN	365.22
		P1402993	09/02/2014	SANIMAX LLC	480.00
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	12,500.00	9,995.32	2,550.34	2,893.87	(2,939.53)
32-8000-9200-63109	OTHER SUPP/EXP				
		P1400232	09/04/2014	HOME DEPOT/GECF	68.58
		P1400239	09/15/2014	MENARDS	116.65

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	2,500.00	4,664.92	4,675.05	185.23	(7,025.20)
SUPPORT SERVICE MAINTENANCE PROG TOTAL				8,122.88	
32-8000-9300-62164	DISPOSAL SERV				
		P1400622	08/29/2014	OFFICE PRO	21.13
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	20,500.00	11,500.71	7,332.06	21.13	1,646.10
32-8000-9300-63109	OTHER SUPP/EXP				
		P1400341	09/25/2014	AMSAN LLC	57.91
		P1400357	09/04/2014	KMART CORP #4255	13.47
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	6,000.00	3,635.84	1,232.62	71.38	1,060.16
32-8000-9300-63111	PAPER PRODUCTS				
		P1402269	09/18/2014	GULF SOUTH MEDICAL SUPPLY	2,480.36
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	25,000.00	19,618.48	3,143.58	2,480.36	(242.42)
32-8000-9300-63404	JANITOR/CLEANING				
		P1400341	09/18/2014	AMSAN LLC	1,856.06
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	19,000.00	13,631.33	2,188.14	1,856.06	1,324.47
SUPPORT SERVICE ENVIRONMENTAL PROG TOTAL				4,428.93	
32-8000-9500-64424	EMPLOYEE RECOGN.				
		P1400373	09/04/2014	SENTRY FOODS INC STORE #375	16.57
		P1403102	09/10/2014	SYSCO FOODS OF BARABOO LLC	777.38
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	2,500.00	20.25	16.56	793.95	1,669.24
SUPPORT SERVICE ADMINISTRATION PROG TOTAL				793.95	
32-9000-9940-61920	PHYSICALS				
		P1400367	08/31/2014	OCCUPATIONAL HEALTH CENTER	60.00
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	2,000.00	1,937.00	60.00	60.00	(57.00)
GENERAL SERVICE EMP BENEFITS PROG TOTAL				60.00	

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
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I have examined the preceding bills and encumbrances in the total amount of **\$21,235.83**

Claims covering the items are proper and have been previously funded. These items are to be treated as follows:

- A. Bills and encumbrances over \$10,000 referred to the Finance Committee and County Board.
- B. Bills under \$10,000 to be paid.
- C. Encumbrances under \$10,000 to be paid upon acceptance by the Department Head.

Date: **OCT 15 2014**

Dept Head _____

Committee Chair _____

MEDICARE ADVANTAGE ADDENDUM

This Medicare Advantage Addendum is made and entered into by and between Dean Health Plan, Inc. (DHP) and Rock County Health Care Center ("Provider").

WHEREAS, DHP and Provider entered into a Skilled Nursing Facility Provider Agreement (the "Agreement") whereby Provider agreed to provide health care services to members; and

WHEREAS, DHP intends to enter into a Medicare Advantage Contract with the Centers for Medicare and Medicaid ("CMS") to furnish health care services to Medicare eligible individuals residing in the Service Area (as defined below) for the Medicare Advantage Program (as defined below) and;

WHEREAS, DHP desires to secure assistance from Provider in furnishing Covered Services for Medicare Advantage Members, as defined below, and to ensure that Provider is appropriately compensated therefor; and;

WHEREAS, CMS requires that any party that enters into an agreement with DHP, to provide Covered Services to individuals enrolled in DHP's Medicare Advantage Plan, must comply with applicable Medicare laws and regulations as described in this Addendum, and;

WHEREAS, both parties want to add and make this Addendum a part of the Agreement.

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

1. DEFINITIONS

1.1 "Centers for Medicare and Medicaid Services" ("CMS") means the agency within the Department of Health and Human Services that administers the Medicare program.

1.2 "Completion of Audit" means completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

1.3 "Final Contract Period" means the final term of the contract between CMS and the Medicare Advantage Organization.

1.4 "Medicare Fee Schedule" means a fee schedule used by Medicare to pay doctors or other providers/suppliers.

1.5 "Medicare Advantage Manual" means the manual DHP shall make available to Provider detailing the policies, procedures and administrative information specific to the Medicare Advantage Product. The Medicare Advantage Manual is incorporated herein and made a part hereof by reference.

1.6 "Medicare Advantage Product" shall mean the Medicare Advantage policy offered to Medicare Advantage Members under the terms and conditions of DHP's Medicare Advantage contract with CMS.

1.7 "Medicare Advantage Program" ("MA") means an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

1.8 "Medicare Advantage Organization" ("MA organization") means a public or private entity organized and licensed by the State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements. As used in this Addendum, the MA organization is DHP.

1.9 "Medicare Advantage Member" means a Medicare Advantage eligible individual who has enrolled in or elected coverage through DHP.

1.10 "Provider" (1) means any individual who is engaged in the delivery of health care services in Wisconsin and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

1.11 "Service Area" means Columbia, Dane, Dodge, Grant, Iowa, Jefferson, Rock, and Sauk Counties and any other county or partial county that may be approved by CMS to provide, or to arrange for the provision of, services under this Addendum.

2. PROVISIONS

2.1 Confidentiality. Provider will comply with the confidentiality and Medicare Advantage Member record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Medicare Advantage Members to the records and information that pertain to them, as required under 42 C.F.R. §§ 422.504(a)(13) and 422.118.

2.2 Medical Records Maintenance. Provider shall maintain all patient medical records relating to Covered Services provided to Members in a manner that is accurate and timely and permits effective patient care/quality review by DHP pursuant to its quality improvement program. Medical records shall be retained by Provider for at least ten (10) years from (i) the expiration or termination of this Addendum, regardless of the reason for termination; (ii) completion of an audit; or (iii) such other time frame as required by law or a government entity. 42 C.F.R. §§ 422.504(d) and (e).

2.3 Audit and Record Retention. Provider will allow the Department of Health and Human Services (DHHS), the Comptroller General, or their designees to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the providers and entities related to CMS' contract with DHP) through 10 years from the final date of the Final Contract Period of the contract entered into between CMS and DHP or from the date of completion of any audit, whichever is later, as required under 42 C.F.R. §§ 422.504(i)(2)(i) and (ii).

2.4 Submission of Data. Provider shall submit requested encounter and other informational data to, and cooperate fully with, DHP in (i) its need to collect data for DHP administration purposes, and (ii) its obligation to provide the Secretary of the Department Health and Human Services with quality and performance indicators pertaining to Covered Services, such as health outcomes, enrollee satisfaction, enrollment and disenrollment data and any other reports the Secretary may reasonably require to carry out its functions in monitoring the Medicare Advantage program. Provider agrees to certify that any such data submitted to DHP is accurate, complete and truthful, 42 C.F.R. §§ 422.310 (d)(3)-(4), 422,310(e), 422.504(d)-(e), 422.504(i)(3)-(4), 422(l)(3)

2.5 HIPAA. DHP and Provider each acknowledge that it is a "Covered Entity," as defined in the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Each party shall protect the confidentiality of Member private health information and shall otherwise comply with the requirements of the privacy, security and transaction/code set standards set forth in the implementing regulations for HIPAA and the Health Information Technology for Economic and Clinical Health Act (the HITECH Act). 42 C.F.R. § 422.504(h)(2).

2.6 Excluded Persons. Provider is not, and shall not employ or contract with an individual or entity who is, excluded from participation in Medicare under section 1128 or 1128A of the Social Security Act (or with an entity that employs or contracts with such an excluded individual or entity) for the provision of health care services, and Provider represents and warrants that no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7c-(g), has occurred or is pending or threatened against Provider or, to Provider's knowledge, against any employees, contractor or agent engaged to provide goods or services under this Agreement. 42 C.F.R. § 422.752(a)(8).

2.7 Compliance with Contractual Obligations. Provider agrees that all terms of this Addendum and of the Agreement will apply equally to any employees, independent contractors and subcontractors of Provider who provide or may provide Covered Services to DHP Medicare Advantage Members. Provider further agrees to take all necessary actions to cause such employees, independent contractors and subcontractor to comply with this Addendum and the Agreement and all applicable laws and regulations and perform all requirements that are applicable to the Medicare Advantage Program, as required by 42 C.F.R. § 422.504(i)(3)(iii).

2.8 Interference with Health Care Professionals' Advice. DHP may not prohibit or otherwise restrict a health care professional, acting within the lawful scope of practice, from advising or advocating on behalf of a Medicare enrollee about the Medicare enrollee's health status, medical care or treatment options (including any alternative treatments that may be self-administered), including the provision of sufficient information to the Medicare enrollee to provide the Medicare enrollee an opportunity to decide among relevant treatment options, the associated risks, benefits, and consequences of treatment or non-treatment or the opportunity for the Medicare enrollee to refuse treatment and to express preferences about future treatment decisions. 42 C.F.R. § 422.206(a)(1).

2.9 Prompt Payment. When Provider submits Clean Claims as provided for in the Agreement (Section 3 – Obligations of Provider), DHP shall make payment for Covered Services rendered by Provider to DHP Medicare Advantage Members in accordance with the Compensation Schedule attached to this Addendum as Attachment A, Medicare Advantage Compensation Schedule. DHP will make best efforts to pay to Provider within thirty (30) days after receipt of a Clean Claim. 42 C.F.R. § 422.520(b).

2.10 No Billing of Medicare Advantage Members. Payment by DHP under this Addendum shall constitute payment in full for Covered Services rendered to Medicare Advantage Members. Provider agrees that in no event, including but not limited to (i) non-payment by Plan, (ii) insolvency of Plan or (iii) breach of the Agreement, shall the Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Advantage Member or persons other than DHP acting on a Medicare Advantage Member's behalf for Covered Services provided pursuant to the Agreement. This provision shall not prohibit collection of charges for Coinsurance, Co-payments, Deductible made in accordance with the terms of the Medicare Advantage Product. Providers may also collect from the Medicare Advantage Member amounts due for services that have been correctly identified in advance, with appropriate disclosure to Medicare Advantage Members of their financial obligation, as a non-Covered Service in accordance with the terms of their Medicare Advantage Product. This advance notice does not apply to services not covered due to a statutory exclusion from the Medicare Advantage Program. The prohibitions set out in this Section shall survive the termination of this Agreement regardless of the cause giving rise to termination; shall be construed to be for the benefit of Medicare Advantage Member; and shall supersede any oral or written contrary agreement now existing or hereinafter entered into between Provider and Medicare Advantage Member or persons acting on their behalf. 42 C.F.R. §§ 422.504(g)(1) and 422.504(i)(3)(i).

2.11 Advance Approval and Referrals. Provider shall comply with DHP's policies and procedures regarding advance approval as set out from time to time in the Medicare Advantage Provider Manual. Neither DHP nor the DHP Medicare Advantage Member receiving services shall be required to compensate Provider for health care services which were not authorized in advance, when advance approval is required, except when such Covered Services are furnished due to an Emergency.

2.12 Continuation of Health Benefits. In the event of termination of this Agreement, Provider shall continue to provide Covered Services for Members for the duration of the contract period for which CMS has made payments to DHP; for Members who are hospitalized on the date the CMS contract terminates, or in the event of an insolvency, Provider shall provide Covered Services through the date of discharge of the Member. Notwithstanding the foregoing, with respect to Members for whom DHP arranges for a transfer to another provider and provides written notice to Provider of such transfer, this Agreement shall cease to apply for such Members, as of the effective date of such Member's transfer. 42 C.F.R. § 422.504(g)(2).

2.13 Compliance with Medicare Laws. Provider and any contractor or subcontractor of Provider shall comply with all applicable Medicare laws, regulations and CMS instructions as required under 42 C.F.R. § 422.504(i)(4)(v).

2.14 Services. Provider agrees to provide and perform services consistent with and in compliance with DHP's contractual obligations to CMS as set forth in DHP's contracts with CMS, federal program participation requirements and DHP's policies and procedures which implement Medicare Advantage and Part D laws, regulations, and CMS instructions applicable to Provider for services to Medicare Members. 42 C.F.R. § 504(i)(4).

2.15 Compliance with Medicare Advantage Policies and Procedures. Provider shall comply with DHP's Medicare Advantage policies and procedures, including but not limited to, CMS' required policy and procedures as set forth in the Medicare Managed Care Manual, Chapter 11 – Medicare Advantage Application Procedures and Contract Requirements or in other CMS written guidelines, notices or bulletins. DHP's Medicare Advantage policies and procedures may be in DHP's Medicare Advantage Provider Manual or in separate policy and procedure documents and may be amended or updated from time to time. Provider acknowledges its access to DHP's Medicare Advantage Provider Manual and policies and procedures. 42 CFR §§ 422.504(j) and §422.202(b).

2.16 Medical Management and Quality Improvement Program. Provider shall cooperate and comply with DHP's medical policies, quality improvement programs, performance improvement, and medical management programs as established or revised by DHP. Current medical policies are available online or will be provided upon request. Such cooperation and compliance shall include, but not be limited to, making all information regarding medical policy, medical management and quality improvement available to DHP and CMS upon request, and providing to DHP such data as may be necessary to implement its quality improvement program and credentialing and recredentialing requirements. Provider also agrees that DHP may use performance data obtained from Provider in performing quality audit activities and in any other manner consistent with the terms of this Agreement or as required by the NCQA or similar entity, CMS or any other applicable State or Federal authority. 42 C.F.R. §§ 422.202(b) and 422.504(a) (5).

2.17 Advance Directives. As applicable, Provider shall prominently document in each Medicare Advantage Member's medical record whether he or she has executed an advance directive. 42 C.F.R. § 422.128.

2.18 Culturally-competent. Provider must provide information regarding treatment options in a culturally-competent manner, including the option of no treatment and ensure that persons with disabilities have effective communications with other providers in making decisions regarding treatment options. 42 C.F.R. § 422.206(a) (2).

2.19 Non-Discrimination. Provider agrees that, in providing services pursuant to this Addendum, Provider shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans With Disabilities Act, and all related implementing regulations. Provider agrees that it will not discriminate against any Medicare Advantage Member on the basis of race, color, religion, sex, national origin, age, health status, participation in any government program (including Medicare), source of payment, participation in a health DHP, marital status or physical or mental handicap nor (ii) contract with any Downstream Entity, which discriminates against any Medicare Member on such bases. 42 C.F.R. § 422.110 (health status only).

2.20 Provider Incentive Arrangements. Provider understands and agrees that any Provider payment incentive arrangement pursuant to this Addendum, including any payment incentive arrangement between Provider and a subcontractor, shall comply with all applicable requirements of the physician incentive regulations set forth by CMS. 42 C.F.R. §422.208.

CONFIDENTIAL

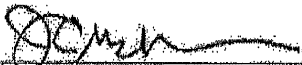
CONFIDENTIAL

Except as provided herein, all other provisions of the Agreement between DHP and Provider that are not inconsistent with this Addendum herein shall remain in full force and effect. To ensure compliance with required CMS provisions for services rendered to DHP Medicare Advantage Members, this Addendum shall supersede and replace any inconsistent provisions to such Agreement, and shall continue concurrently with the term of such Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement, effective October 1, 2014.

DEAN HEALTH PLAN, INC.

ROCK COUNTY HEALTH CARE CENTER

By: 
J.C. McWilliams, MBA, MHP
System Vice President of Strategy
& Network Management

By: _____
Sue Prostko
Administrator

Date: August 28, 2014

Date: _____

**ATTACHMENT A
COMPENSATION SCHEDULE
Skilled Nursing Facility**

MEDICARE ADVANTAGE PRODUCT

Provider shall be reimbursed for Covered Services furnished to DHP Medicare Advantage Members at the lessor of one hundred percent (100%) of the CMS Medicare Rate or Provider's billed charges, subject to the Compensation Terms and Conditions below.

COMPENSATION TERMS AND CONDITIONS:

Fees used in the Medicare Fee Schedules will be updated after CMS releases code updates or changes in the Medicare Fee Schedule, relative value units and the CMS conversion factors, as applicable. DHP intends to update the codes and fee schedules within 60 days of CMS publishing the updates or changes. The final rates or codes will not be effective until the updates have been completed by DHP.

DHP uses nationally recognized coding standards including but not limited to Revenue Codes as described by the Uniform Billing Code, AMA Current Procedural Terminology (CPT4 or its successor), CMS' Common Procedure Coding System (HCPCS), Diagnosis Related Groups (DRG), ICD-9 Diagnosis and Procedure Codes (or its successor when available and implemented, ICD-10), National Drug Codes (NDC) and the American Society of Anesthesiologists (ASA) Relative Values for the coding and description of provided services. DHP uses nationally recognized coding structures as directed under applicable Federal laws and regulations including the Health Insurance Portability and Accountability Act (HIPAA).

CONSULTIVE SERVICE AGREEMENT

This agreement is made is entered into between Rock Haven and Bashar A. Omari, M.D. for the purpose of providing physician consulting services.

Services provided under this agreement shall be at the request of the Nursing Home Administrator at times and for periods mutually agreed upon. The provider of service agrees to the following:

The named physician shall:

- (a) Hold, and provide documentation of, a current license to practice general medicine in the State of Wisconsin.
- (b) Hold, and provide documentation of, adequate malpractice liability insurance in accordance with State law.
- (c) Maintain membership on the Medical, Dental and Podiatry Staff of the Rock Haven.
- (d) Before commencing provision of service, the named physician will provide results of recent TB skin testing. Physician will provide annual documentation thereafter.
- (e) Cooperate in recovery of third party payments including assignment of claims as necessary.
- (f) Bill the County on letterhead stationery or as prescribed by the County. Such bills shall be signed.
- (g) Private practice is permitted; however, physician shall avoid conflicts of interest. Physicians are to file required conflict of interest forms if holding more than one position.

The compensation hereinafter provided shall be the entire compensation and shall include all services of any nature rendered as consultant to Rock Haven, and physician shall not be entitled to additional compensation from any source for such services.

The management of the Rock Haven is reserved to the County, including the right to plan and schedule service, to determine what constitutes good and efficient service, and all other functions of management and direction not expressly limited by the terms of this agreement. Rock Haven assumes professional and administrative responsibility for the services rendered.

It is the understanding of the parties to the Agreement that when this Agreement provides: "Rock Haven assumes professional and administrative responsibility for the services rendered," what is meant is that Rock Haven will provide general administrative supervision and accountability control for the service Physician while performing services for the facility.

Rock Haven does not assume responsibility for technical professional supervision of the actual services provided. The professional liability, technical professional supervision, and quality of services remain the responsibility of the Physician.

Fees for professional services shall be at the rate of \$100 per hour. On-site emergency consultation services will also be provided at the rate of \$100 dollars per hour. Physician shall furnish on-site consulting services for a maximum of 130 hours annually with an anticipated average of 10 hours per week as relief physician for Dr. West.

Provider shall assure professional service availability for emergency medical and/or psychiatric services as assigned by the Medical Director with evening call reimbursable at the rate of \$150 per evening. Holiday and weekend call reimbursement at the rate of \$275 per day.

In connection with the performance of work under this contract, the Physician agrees not to discriminate against any patient or resident in the provision of service. The Physician also agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s.51.01(5), Wis. Stat., or national origin, marital status, ancestry, arrest record, or any reserve component of the military forces of the United States or this State.

This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Physician further agrees to take affirmative action to ensure equal employment opportunities. The Physician agrees to post in a conspicuous place, available to employees and applicant for employment, notices to be provided by the Provider setting forth the provisions of the non-discrimination clause.

Provider, in the conduct of its responsibilities under this Agreement, may have access to information which is classified as "protected health information" (PHI) (as such term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") medical privacy regulations). During the term of this Agreement (and for such additional term as required by law), any PHI which is accessed by or provided to the vendor shall be held in confidence, in accordance with the HIPAA medical privacy regulations as if the vendor were a "Business Associate" (as such term is defined under the HIPAA medical privacy regulations). Any disclosure of such information will be limited as required by law. The failure of vendors to satisfy the obligations of this paragraph shall entitle the County to indemnification for any damages, costs or expenses sustained (including actual attorneys' fees).

This agreement shall be in effect November 1, 2014 and remain in effect until December 31, 2014 at which time it will automatically renew for one-year, ending December 31, 2015. At that point, the contract will be renegotiated. Termination of this agreement shall occur upon ninety (90) days written notice by either party.

SIGNED FOR ROCK HAVEN

SIGNED FOR THE SERVICE PROVIDER

Sue L. Prostko
Nursing Home Administrator

Bashar A Omari, M.D.

Date: _____

Date: _____

Address: P.O. Box 920
Janesville, WI 53547-0920

Address: _____

Omari
2014

2014 DAILY PATIENT DAYS FOR ROCK HAVEN

		PATIENT DAYS			% OVER/ -UNDER	PATIENT DAYS			% OVER/ -UNDER
		ACTUAL MTD	BUDGET MTD	OVER/ -UNDER		ACTUAL YTD	BUDGET YTD	OVER/ -UNDER	
LIMESTONE COURT	MEDICARE	300	217	83	2626	1701	925	54.38	
	SNF	300	217	83	2626	1701	925	54.38	
	TOTAL	300	217	83	2626	1701	925	54.38	
	HOSPICE	67	62	5	448	486	-38	-7.82	
MEDICAL ASSISTANCE	TOTAL	67	62	5	448	486	-38	-7.82	
	SNF	1337	1581	-244	10201	12393	-2192	-17.69	
	TOTAL	1337	1581	-244	10201	12393	-2192	-17.69	
	PRIVATE PAY	165	124	41	1577	972	605	62.24	
TOTAL LIMESTONE COURT	TOTAL	165	124	41	1577	972	605	62.24	
	SNF	1869	1984	-115	14852	15552	-700	-4.50	
	TOTAL	1869	1984	-115	14852	15552	-700	-4.50	
	PRIVATE PAY	80	217	-137	879	1701	-822	-48.32	
SANDSTONE COURT	MEDICARE	80	217	-137	879	1701	-822	-48.32	
	SNF	80	217	-137	879	1701	-822	-48.32	
	TOTAL	80	217	-137	879	1701	-822	-48.32	
	HOSPICE	74	62	12	725	486	239	49.18	
MEDICAL ASSISTANCE	TOTAL	74	62	12	725	486	239	49.18	
	SNF	1532	1550	-18	12232	12150	82	0.67	
	TOTAL	1532	1550	-18	12232	12150	82	0.67	
	PRIVATE PAY	223	93	130	1323	729	594	81.48	
TOTAL SANDSTONE COURT	TOTAL	223	93	130	1323	729	594	81.48	
	SNF	1909	1922	-13	15159	15066	93	0.62	
	TOTAL	1909	1922	-13	15159	15066	93	0.62	
	PRIVATE PAY								

2014 DAILY PATIENT DAYS FOR ROCK HAVEN

	PATIENT DAYS			PATIENT DAYS			PATIENT DAYS		
	ACTUAL MTD	BUDGET MTD	OVER/ -UNDER	% OVER/ -UNDER	ACTUAL YTD	BUDGET YTD	OVER/ -UNDER	% OVER/ -UNDER	
TOTAL ROCK HAVEN									
MEDICARE	380	434	-54	-12.44	3505	3402	103	3.03	
	TOTAL	380	-54	-12.44	3505	3402	103	3.03	
HOSPICE	141	124	17	13.71	1173	972	201	20.68	
	TOTAL	141	17	13.71	1173	972	201	20.68	
MEDICAL ASSISTANCE	2869	3131	-262	-8.37	22433	24543	-2110	-8.60	
	TOTAL	2869	-262	-8.37	22433	24543	-2110	-8.60	
PRIVATE PAY	388	217	171	78.80	2900	1701	1199	70.49	
	TOTAL	388	171	78.80	2900	1701	1199	70.49	
TOTAL ROCK HAVEN	3778	3906	-128	-3.28	30011	30618	-607	-1.98	

	AVERAGE DAILY PATIENTS			AVERAGE DAILY PATIENTS			AVERAGE DAILY PATIENTS		
	ACTUAL MTD	BUDGET MTD	% OVER/UNDER	ACTUAL YTD	BUDGET YTD	% OVER/UNDER	ACTUAL YTD	BUDGET YTD	% OVER/UNDER
LIMESTONE COURT									
MEDICARE	9.68	7.00	2.68	10.81	7.00	3.81	10.81	7.00	54.38
TOTAL	9.68	7.00	2.68	10.81	7.00	3.81	10.81	7.00	54.38
SNF	2.16	2.00	0.16	1.84	2.00	-0.16	1.84	2.00	-7.82
TOTAL	2.16	2.00	0.16	1.84	2.00	-0.16	1.84	2.00	-7.82
MEDICAL ASSISTANCE	43.13	51.00	-7.87	41.98	51.00	-9.02	41.98	51.00	-17.69
TOTAL	43.13	51.00	-7.87	41.98	51.00	-9.02	41.98	51.00	-17.69
PRIVATE PAY	5.32	4.00	1.32	6.49	4.00	2.49	6.49	4.00	62.24
TOTAL	5.32	4.00	1.32	6.49	4.00	2.49	6.49	4.00	62.24
TOTAL LIMESTONE COURT	60.29	64.00	-3.71	61.12	64.00	-2.88	61.12	64.00	-4.50
SANDSTONE COURT									
MEDICARE	2.58	7.00	-4.42	3.62	7.00	-3.38	3.62	7.00	-48.32
TOTAL	2.58	7.00	-4.42	3.62	7.00	-3.38	3.62	7.00	-48.32
HOSPICE	2.39	2.00	0.39	2.98	2.00	0.98	2.98	2.00	49.18
TOTAL	2.39	2.00	0.39	2.98	2.00	0.98	2.98	2.00	49.18
MEDICAL ASSISTANCE	49.42	50.00	-0.58	50.34	50.00	0.34	50.34	50.00	0.67
TOTAL	49.42	50.00	-0.58	50.34	50.00	0.34	50.34	50.00	0.67
PRIVATE PAY	7.19	3.00	4.19	5.44	3.00	2.44	5.44	3.00	81.48
TOTAL	7.19	3.00	4.19	5.44	3.00	2.44	5.44	3.00	81.48
TOTAL SANDSTONE COURT	61.58	62.00	-0.42	62.38	62.00	0.38	62.38	62.00	0.62

2014 DAILY PATIENT DAYS FOR ROCK HAVEN

	AVERAGE DAILY PATIENTS			AVERAGE DAILY PATIENTS					
	ACTUAL MTD	BUDGET MTD	% OVER/UNDER	ACTUAL YTD	BUDGET YTD	% OVER/UNDER			
TOTAL ROCK HAVEN									
MEDICARE	SNF	12.26	14.00	-1.74	-12.44	14.42	14.00	0.42	3.03
	TOTAL	12.26	14.00	-1.74	-12.44	14.42	14.00	0.42	3.03
HOSPICE	SNF	4.55	4.00	0.55	13.71	4.83	4.00	0.83	20.68
	TOTAL	4.55	4.00	0.55	13.71	4.83	4.00	0.83	20.68
MEDICAL ASSISTANCE	SNF	92.55	101.00	-8.45	-8.37	92.32	101.00	-8.68	-8.60
	TOTAL	92.55	101.00	-8.45	-8.37	92.32	101.00	-8.68	-8.60
PRIVATE PAY	SNF	12.52	7.00	5.52	78.80	11.93	7.00	4.93	70.49
	TOTAL	12.52	7.00	5.52	78.80	11.93	7.00	4.93	70.49
TOTAL ROCK HAVEN		121.87	126.00	-4.13	-3.28	123.50	126.00	-2.50	-1.98

ROCK HAVEN ADMISSIONS/DISCHARGES/CENSUS - 2014

ADMISSIONS					
	Limestone	Limestone	Sandstone	Sandstone	Total
	East	West	West	East	
January	6	8	1	5	20
February	5	3	2	1	11
March	5	6	3	4	18
April	8	10	3	3	24
May	8	6	2	3	19
June	8	5	0	5	18
July	8	7	2	3	20
August	6	6	2	4	18
September	1	4	3	3	11
October	2	4	3	5	14
November	4	2	4	6	16
December	5	6	0	4	15
Total	66	67	25	46	204

1/31/2014
2/28/2014
3/31/2014
4/30/2014
5/31/2014
6/30/2014
7/31/2014
8/31/2014
9/30/2013
10/31/2013
11/30/2013
12/31/2013

DISCHARGES/DEATHS					
	Limestone	Limestone	Sandstone	Sandstone	Total
	East	West	West	East	
January	4	3	2	6	15
February	4	3	2	1	10
March	6	9	4	3	22
April	8	9	2	4	23
May	7	7	2	3	19
June	8	4	1	5	18
July	7	6	1	2	16
August	6	7	3	4	20
September	2	1	2	5	10
October	2	4	3	6	15
November	3	3	3	3	12
December	5	6	0	4	15
Total	62	62	25	46	195

1/31/2014
2/28/2014
3/31/2014
4/30/2014
5/31/2014
6/30/2014
7/31/2014
8/31/2014
9/30/2013
10/31/2013
11/30/2013
12/31/2013

CENSUS					
	Limestone	Limestone	Sandstone	Sandstone	Total
	East	West	West	East	
January	32	32	32	31	127
February	32	32	32	31	127
March	30	29	31	32	122
April	29	30	32	30	121
May	30	29	32	30	121
June	30	30	31	30	121
July	31	31	32	31	125
August	31	29	32	31	123
September	32	32	32	31	127
October	32	32	31	31	126
November	32	31	32	31	126
December	32	32	31	31	126
Budget	32	31	32	31	126
Capacity*	32	32	32	32	128

1/31/2014
2/28/2014
3/31/2014
4/30/2014
5/31/2014
6/30/2014
7/31/2014
8/31/2014
9/30/2013
10/31/2013
11/30/2013
12/31/2013

*Downsize from 130 to 128 occurred 10/1/2012

Data as of 12:00pm on dates indicated