

HOSPICE SERVICES

AGREEMENT

BETWEEN

[_____]

AND

This Agreement (“Agreement”) is made this ___ day of _____, by and between _____, a _____ with an address at _____ (“Hospice”), and [NAME AND ADDRESS OF FACILITY] (“Facility”).

RECITALS:

WHEREAS, the Hospice is licensed to provide hospice services, and the Facility is licensed to provide nursing facility care under Title 55 of the Pennsylvania Code;

WHEREAS, the parties acknowledge the rights of individuals at the end of life to self-determined life closure, safe and comfortable dying, and effective supported grieving; and

WHEREAS, the parties wish to establish the terms and conditions by which Hospice will provide services to residents of the Facility who have elected to receive Hospice Services (“Residents who have elected Hospice”).

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 “Attending Physician” means a doctor of medicine or osteopathy, licensed in Pennsylvania and appropriately credentialed, who is identified by the individual patient, at the time he or she elects to receive Hospice care, as having the most significant role in determining and delivering the individual’s medical care.

Section 1.2 “Continuous Home Care” means the provision by Hospice of nursing services and home health aide services on a continuous basis for a minimum of 8 hours and for as many as 24 hours a day to a Resident who has elected Hospice care, for the palliation or management of acute medical symptoms or when the family or caregiver is physically or emotionally unable to manage the patient’s care.

Section 1.3 “Hospice-affiliated Facility” means a hospital or nursing facility that has an agreement with Hospice to make facility beds available for Hospice inpatient care or inpatient respite care.

Section 1.4 “Hospice Inpatient Care” means the provision by Hospice of inpatient services to a Resident who has elected Hospice care and who is admitted to a Hospice-affiliated

Facility for pain control or acute or chronic management of symptoms that cannot be managed in other settings.

Section 1.5 “Hospice Interdisciplinary Team” (the “IDT”) means the team of qualified individuals, including, but not limited to, the Hospice medical director, Hospice nurse coordinator, pastoral care coordinator, and Hospice social worker who collectively have expertise in assessing the special needs of hospice patients/families and in providing palliative and supportive care to meet those needs.

Section 1.6 “Hospice Plan of Care” means the written plan of care developed for a Resident who has elected Hospice care by the Hospice Interdisciplinary Team in cooperation with the Resident, the Resident’s family members or individuals designated by the Resident to participate in such activities, and the Facility.

Section 1.7 “Inpatient Respite Care” means the provision of short-term inpatient care when necessary to relieve family members or others primarily caring for the individual.

Section 1.8 “Non-Core Hospice Services” means those services the Hospice may provide under arrangement with an entity or individual.

Section 1.9 “Room and Board” means provision of a room, meal service, performance of personal care services, assistance (as needed) with activities of daily living, provision of socializing activities, the administration of medication, the maintenance of the cleanliness of a resident’s room, and supervision and assistance with the use of durable medical equipment and prescribed therapies.

Section 1.10 “Routine Home Care” means the provision of Hospice Services to a Resident in the facility who is not receiving Continuous Care, Hospice Inpatient Care or Respite Care.

Section 1.11 “Terminal Illness” means a medical condition resulting in a prognosis of life of six months or less, if the illness runs its normal course.

ARTICLE II HOSPICE ADMISSION

Hospice will admit Residents in accordance with Hospice admission policies and procedures and all applicable laws and regulations, and under the following conditions:

Section 2.1 Before a Resident may be admitted to Hospice, the Resident’s Attending Physician, in concurrence with Hospice’s Medical Director or physician member of the hospice IDT, certifies in writing that the Resident is terminally ill, with a medical prognosis that his or her life expectancy is six months or less if the illness takes its normal course. For subsequent certification periods, the certification of terminal illness may be made by the Hospice Medical Director or a physician member of the Hospice interdisciplinary team.

Section 2.2 Only palliative care (i.e. supportive, comfort care), as it relates to the Resident’s terminal illness, is deemed appropriate; neither definitive curative treatment nor

measures to artificially prolong life beyond its natural end are medically indicated or sought by the patient.

Section 2.3 The Resident's attending physician authorizes Hospice Services in the Facility for the Resident, and agrees to serve as the patient's Attending Physician.

Section 2.4 Hospice's medical director, supervising nurse and social worker approve the admission of the Resident to Hospice in accordance with Hospice admission criteria.

Section 2.5 The Resident or, if the Resident is mentally or physically incapacitated, a representative of the Resident, signs a Hospice informed consent agreement, which specifies the type of care and services that may be provided, and authorizes Hospice personnel to have access to the medical records maintained by the Facility for the Resident. If the Resident is not capable of giving informed consent, written informed consent must be obtained from an individual who has been authorized under Pennsylvania law (the "Representative") to give such consent on behalf of the Resident.

Section 2.6 As required under 42 CFR § 418.24(d), the Resident, or Representative, signs a benefit election statement acknowledging waiver of the standard Medicare benefit as it relates to the treatment of the terminal illness.

Section 2.7 The patient executes the Facility's standard Admission Agreement and has otherwise complied with the Facility's general admission requirements.

ARTICLE III FACILITY SERVICES

Section 3.1 The status of Residents who have elected Hospice will be clearly identified on the medical record so that all Hospice and Facility personnel, with need to know, will be aware of the Resident's status, and will have easy access to the Hospice Plan of Care. Facility will ensure that Hospice personnel and volunteers have appropriate access to Hospice patient records in the Facility.

Section 3.2 The Facility will provide Residents who have elected Hospice care with the following basic services (the "Basic Services"):

- (a) Room and Board as defined in Section 1.9.
- (b) 24-hour a day availability of a physician on-site.
- (c) 24-hour a day availability of a registered nurse on-site.
- (d) Pharmacy Services: Prescription and non-prescription drugs that are not for treatment of the terminal illness and related conditions, as determined by the Hospice IDT. Pharmacy service provided by the Facility will be available on a 24 hour a day 7 day a week basis.

- (e) DME Services: Supervision and assistance in the use of any durable medical equipment and prescribed therapies that are not related to the terminal illness and related conditions.
- (f) Supervision of Facility staff providing services under the plan of care established by the Hospice team.

Section 3.3 Facility will assist Hospice to obtain the following information about a Resident at the time of admission to Hospice:

- (a) Admitting diagnosis and prognosis.
- (b) Current medical findings.
- (c) Dietary restrictions.
- (d) Orders for medication, treatment and symptom management.
- (e) Information about medical management or patient conditions unrelated to the terminal illness.
- (f) Designation of an alternative physician in case the patient's Attending Physician is unavailable during a patient emergency or crisis.

ARTICLE IV HOSPICE SERVICES

Section 4.1 Hospice will provide Routine Home Care and Continuous Care Services according to the frequency specified in the Hospice Plan of Care, including the following:

- (a) Facility visits by Hospice registered nurses.
- (b) Facility visits by Hospice social workers.
- (c) Facility visits by Hospice counselors, including spiritual counselors and dietary counselors.
- (d) Facility visits by Hospice volunteers.
- (e) Facility visits by Hospice home health aides.
- (f) Consulting physician services to the Facility's medical staff.
- (g) Bereavement services to family members for one year following a Hospice patient's death.
- (h) Ambulance transportation between the Facility and a Hospice- affiliated Facility, as defined in Section 1.3.

- (i) Access to Hospice on-call nurse at all times the Hospice Home Care office is closed.

Section 4.2 Hospice may contract with and pay the Facility to provide certain of the Non-Core Services listed in Attachment A. Any such Non-Core Services will be provided under the Hospice Plan of Care. The parties represent that payment schedule on Attachment A reflects fair market value for the provision of the services, medication and equipment to be provided for the treatment of the terminal illness and related conditions in a nursing facility, and payments for Non-Core Services will be reviewed yearly by both parties to ensure payments continue to be at fair market value.

ARTICLE V HOSPICE PLAN OF CARE

Hospice will develop a written Plan of Care for each Resident who has elected Hospice care, in accordance with the following criteria.

Section 5.1 The Hospice Plan of Care will be established by the Attending Physician, Medical Director or physician-in-charge and the IDT prior to the provision of Hospice Services.

Section 5.2 The Hospice Plan of Care will include at a minimum (i) an assessment of the Resident's physical, psychological, spiritual and social needs; (ii) an identification of required services, including the management of discomfort and symptom relief needed to meet the Resident's and family needs and the related needs of the Resident's family; (iii) a comprehensive plan for meeting assessed needs; and (iv) a detailed description of the scope and frequency of services needed to meet the Resident's needs. The Hospice Plan of Care will also specify the palliative and supportive care that is to be provided, the discipline/s who will provide the services and the Hospice representative responsible for coordinating care.

Section 5.3 The Resident who has elected Hospice care, the Resident's family members and individuals designated by the Resident will be permitted and encouraged to actively participate in the Hospice Plan of Care and in the provision of care. Such participation will be documented in the Hospice Plan of Care and in the medical records for the Resident maintained by the Facility and by the Hospice.

Section 5.4 Hospice will review and revise the Plan of Care at intervals specified in the Plan by the Hospice's Medical Director or the Resident's attending physician and the IDT, or sooner, if necessary, to reflect the Residents' changing care needs. These reviews must be documented in the medical record maintained by the Facility and by the Hospice.

Section 5.5 If, upon review of a Hospice Plan of Care, Hospice recommends material changes to the Plan of Care, Hospice will report the changes to the Facility. However, the Hospice retains the sole responsibility and authority to adopt changes to the Plan of Care it deems necessary, with proper medical authorization as required.

ARTICLE VI DISCHARGE

Section 6.1 The following level of care changes in hospice care will not constitute discharge from Hospice or the Facility:

- (a) Routine Home Care to Continuous Care (within Facility).
- (b) Continuous Care to Routine Home Care (within Facility).
- (c) Routine Home Care to Hospice Inpatient Care at a Hospice-affiliated Facility with Facility bed held in reserve for planned return of patient. The duration of any bed reservation required will be consistent with the Facility's current bed reservation policies.
- (d) Hospice Inpatient Care to Routine Home Care (return to Facility from Hospice-affiliated Facility).

Notwithstanding anything in this Agreement to the contrary, the Facility is not required to hold a bed for any Resident on Hospice to the extent it does not receive reimbursement for a bed hold either from Medicaid or on a private-pay basis.

Section 6.2 The following level of care changes will constitute discharge from the Facility but not from Hospice:

- (a) Resident is discharged from the Facility but continues Hospice Services in a household residence.
- (b) Resident is transferred to another nursing facility where Hospice has an active contract in effect.

Section 6.3 The following situations will constitute discharge from Hospice but not from the Facility:

- (a) Resident revokes election of the hospice benefit but not from residency in the Facility.
- (b) Resident is discharged from Hospice while continuing residency in the Nursing Facility.
- (c) Resident is not medically recertified for Hospice care, or is determined to no longer be terminally ill.

Section 6.4 The following situations will constitute discharge from both the Facility and Hospice:

- (a) Resident revokes Hospice and transfers to another nursing facility, another inpatient facility, or to a community residence setting.
- (b) Resident is discharged from Hospice, and moves out of the Facility.
- (c) Resident is transferred to a non-Hospice affiliated Facility.
- (d) Upon the death of a Resident.

Section 6.5 Hospice and Facility will follow their customary discharge planning policies and procedures in the event of a discharge.

Section 6.6 Upon a Resident's discharge from the Facility, the Facility will provide Hospice with a copy of the Resident's discharge summary and, if requested, a copy of the Facility's medical record for such Resident. Hospice will retain such records with its records of the Resident.

Section 6.7 In the event a Resident is transferred, discharged or chooses to change from one hospice to another, Hospice will arrange for continuing care and services and will complete a comprehensive discharge summary to be forwarded with the Resident to the new hospice.

ARTICLE VII MEDICAL RECORDS

Section 7.1 The Facility and Hospice will prepare and maintain an integrated medical record for each Resident who has elected Hospice care pursuant to this Agreement. Such records will be prepared and maintained in conformity with Federal and State law, rules, regulations, procedures, policies, guidelines, and generally accepted medical record practices. All services provided to the Resident who has elected Hospice care, whether furnished directly by Hospice or under arrangements made by Hospice, will be documented in the medical records maintained for the Resident by the Facility and, a copy of the Hospice medical record will be maintained by Hospice.

Section 7.2 The medical record established and maintained by the Facility will contain all documents related to the management of services called for in the Hospice Plan of Care, and will include a record of Hospice personnel involved in the care of the Resident, procedures for accessing the 24-hour Hospice on-call system, information on all medications, physician orders, standing orders (including Do Not Resuscitate orders), a signed health care proxy, if appropriate, and any other information requested by Hospice to be contained in the Facility's medical record. The Facility's medical records for each Resident who has elected Hospice care receiving Hospice Services will include the word "Hospice" at the top of the record for easy identification by Hospice and Facility staff and will be accessible to Facility and Hospice staff.

Section 7.3 The Facility will make available for duplication and inspection by Hospice the Facility's medical record for each Hospice patient and all materials included in the Facility medical record, and copies of all documents will be provided at no charge to Hospice. Access will be provided to Hospice representatives upon request, subject to all applicable Federal, State and City laws and regulations governing the confidentiality of medical records and information, the written directives of the Resident or the Resident's legal representative and the existing policies and procedures of the Facility.

Section 7.4 Because Hospice and Facility will work together to care for the same patients, and will share integrated systems of quality assessment these entities will function together as an organized health care arrangement ("OHCA") for purposes of complying with the Health Insurance Portability and Accountability Act of 1996 Standards for Privacy of Individually Identifiable Health Information ("HIPAA Privacy

Standards”). Both parties also agree to comply with all other applicable federal, state and local laws and regulations that protect the privacy and confidentiality of medical records and patient health and financial information. As an OHCA Hospice and Facility may share protected health information to Facility as necessary for the treatment and health care operations. Facility may also, in the performance of its duties, create or receive protected health information on behalf of Hospice. Neither party will use or disclose any protected health information for any purpose other than for a purpose contemplated by this Agreement. Neither party will further disclose any protected health information except for treatment purposes, or as required by law or as authorized in writing by the patient. A breach of the privacy provisions of this Agreement may lead to termination of the Agreement as provided in Section 10.2.

Both parties agree to:

- (a) provide patients with a copy of their Notice of Privacy Practices and The to make a good faith effort to obtain a written acknowledgement of receipt of the Notice of Privacy Practices from all patients. ;
- (b) use and disclose protected health information for treatment, payment and health care operations only to the extent permitted by law and as set forth in their Notice of privacy practices:
- (c) appropriately safeguard protected health information to prevent its loss or unauthorized use or disclosure;(d) report any use or disclosure of information that violates this Agreement;
- (e) provide for patient access to protected health information as required by regulation;
- (f) make protected health information available for amendment as required by regulation;
- (g) provide an accounting of disclosures upon request as required by regulation;
- (h) make information related to services provided under this Agreement available to the Secretary of Health and Human Services as may be required to document the parties’ compliance with HIPAA Privacy Standards.
- (i) provide the other with information regarding their respective privacy and security policies and standards.
- (j) reform this Agreement as necessary to comply with any future revisions of the HIPAA regulations.

The privacy provisions of this Article V will survive the termination of this Agreement.

Facility will comply with the Health Insurance Portability and Accountability Act of 1996 Standards for Privacy of Individually Identifiable Health Information (“HIPAA Privacy Standards”) when these become effective, and with all other applicable federal, state and local laws and regulations that protect the confidentiality of medical records and patient information. Hospice may disclose protected health information to Facility as necessary for Facility to perform its duties under this Agreement. Facility may also, in the performance of its duties, create or receive protected health information on behalf of Hospice. Facility will not use or disclose any such protected health information for any purpose other than for a purpose contemplated by this Agreement. Facility will not further disclose any protected health information except for treatment purposes, or as required by law or as authorized in writing by Hospice or the Resident. A breach of the privacy provisions of this Agreement may lead to termination of the Agreement as provided in Section 13.

Both parties agree to:

- (a) obtain a consent from the patient to use or disclose protected health information for treatment, payment or health care operations purposes;
- (b) appropriately safeguard protected health information to prevent its loss or unauthorized use or disclosure;
- (c) report to Hospice any use or disclosure of information that violates this Agreement;
- (d) provide for patient access to protected health information as required by regulation;
- (e) make protected health information available for amendment as required by regulation;
- (f) provide an accounting of disclosures upon request as required by regulation;
- (g) make information related to services provided under this Agreement available to the Secretary of Health and Human Services as may be required to document the parties’ compliance with HIPAA Privacy Standards.
- (h) provide the other with information regarding their respective privacy and security policies and standards.
- (i) reform this Agreement as necessary to comply with any future revisions of the HIPAA regulations.

The privacy provisions of this Section 7.4 will survive the termination of this Agreement.

Section 7.5 Upon the Resident’s discharge from either the Facility or Hospice, the Facility will make available to Hospice a copy of the Resident’s Discharge Summary and upon

request by Hospice, a copy of the Facility's medical record maintained for the Resident at no charge to Hospice.

Section 7.6 The medical record established and maintained by Hospice will document all services whether furnished directly or under arrangements made by the Hospice, including the initial and subsequent assessments, the Hospice Plan of Care, identification data, consent and authorization and election forms, pertinent medical history, services, events, treatments and progress notes.

Section 7.7 The Facility and Hospice will each retain medical and financial records relating to each Resident who has elected Hospice care for a period of not less than six years after the Resident's death or discharge.

ARTICLE VIII QUALITY IMPROVEMENT

Section 8.1 The services provided by the Facility and Hospice to Residents who have elected Hospice will be included in the ongoing processes of Quality Improvement and Utilization Review conducted by both organizations. Problems and issues identified by one organization will be communicated to the other on a timely basis.

Section 8.2 Each party will participate in the other's Quality Improvement and Utilization Review activities to the extent they are relevant to Residents who have elected Hospice.

Section 8.3 A Joint Review Committee will be appointed, with each entity selecting at least three individuals, to review the quality and appropriateness of Hospice services rendered in the Facility, assess the working relationship between Hospice and the Facility, and make recommendations regarding the coordination of services. Recommendations of the Joint Review Committee will be advisory to the Facility and Hospice.

Section 8.4 Any issues or problems identified by either party that require clinical or administrative intervention will be put in writing by the identifying party, and the receiving party will respond in writing within 5 working days.

ARTICLE IX ORIENTATION AND INSERVICE EDUCATION

Section 9.1 Facility staff responsible for providing services to Residents who have elected Hospice will complete orientation and in-service education programs in Hospice principles and philosophy. The orientation and in-service education programs will provide Facility staff with an understanding of Hospice and their responsibilities under this Agreement. Specific objectives of the orientation will be:

- (a) To familiarize Facility staff with the hospice concept and philosophy of care.
- (b) To familiarize Facility staff with all policies and procedures related to this Agreement and to the provision of Hospice Services to Facility Residents who elect hospice care.

- (c) To familiarize Facility staff with the forms, documents and record keeping requirements in use by Hospice and by the Facility in caring for Residents under this Agreement.
- (d) To familiarize staff with methods of comfort, pain control and symptom management used by Hospice.
- (e) To familiarize Facility staff with Hospice in-patient protocols and patient and family rights.
- (f) To facilitate cooperation between and among Facility and Hospice staff.
- (g) To assist Facility staff in identifying their own feelings, reactions, strengths and limitations in dealing with dying persons, and with death and dying.
- (h) To develop strategies for meeting staff members' needs in caring for terminally ill individuals, and to clarify support, in-service education and supervision available to assist with meeting those needs.
- (i) To answer questions and address issues that may arise in the implementation of this Agreement.

Section 9.2 Hospice staff responsible for providing services at the Facility will complete an orientation and in-service education program to provide them with an understanding of the Facility. The specific objectives will be:

- (a) To familiarize Hospice staff with the Facility concept and philosophy of care.
- (b) To familiarize Hospice staff with forms, documents and record keeping requirements in use by the Facility in caring for Residents under this agreement.
- (c) To familiarize Hospice staff with Facility procedures and Resident rights and the Resident abuse, neglect and mistreatment reporting requirements.
- (d) To familiarize Hospice with Facility fire, safety, and disaster procedures.
- (e) To facilitate cooperation between the staff of the Facility and Hospice staff.
- (f) To answer questions and address issues that may arise in the implementation of this Agreement.

Section 9.3 The Facility and Hospice will each designate one person to plan, schedule, and coordinate the orientation and in-service education programs.

Section 9.4 The Facility and Hospice will each designate a representative to serve as liaison between them and to facilitate cooperative efforts in performance of their respective obligations under this Agreement. Both parties will promptly notify the other of any change in its representative(s).

Section 9.5 The Facility and Hospice will each maintain attendance records for the orientation and inservice education programs.

ARTICLE X FAMILY INVOLVEMENT

The Facility agrees that family involvement is desirable in caring for Residents in the Hospice program. The Facility agrees that such family involvement will include the following:

Section 10.1 The Resident who has elected Hospice care, his or her family members, and individuals designated by the Resident will be allowed to participate in the care of the Resident, if such participation is medically appropriate.

Section 10.2 The Facility will permit family members of all ages to visit Residents at the Facility twenty-four (24) hours a day.

Section 10.3 The Facility will provide adequate space for Resident/family/friend visiting, and will make every effort to arrange for occasional overnight stays by the Resident's primary caregiver, with advance notice.

Section 10.4 Consistent with Facility policies and practices, the Facility will provide the Resident's family with access to food preparation equipment to heat up home cooked food for the Resident, if medically appropriate.

Section 10.5 The Facility will provide the Resident's family members, friends, and individuals designated by the Resident with adequate space and time for private viewing after the death of the Resident.

ARTICLE XI FINANCIAL ARRANGEMENTS

Section 11.1 The Facility will provide Room and Board to Residents who have elected Hospice as described in Section 3.2. Payment for Room and Board will be as follows:

- (a) For Residents who are "dually eligible" under Medicare and Medicaid, Hospice will pay the Facility 100% of the Facility's daily Medicaid rate. The Facility will submit an invoice on a monthly basis to Hospice for Room and Board and for any Non-Core services provided under Section 4.2. Hospice will pay the Facility within 30 (60) days of receipt of the invoice. Hospice will bill Medicaid for Room and Board as provided in 55 Pa. Code § 1130.73 and Hospice will bill Medicare for Hospice Services.

- (b) For Residents who are Medicaid-only beneficiaries, all of the provisions of 11.1 (a) will apply except Hospice will bill Medicaid for Hospice Services.
- (c) For Residents who are Medicare-only beneficiaries, the Resident or responsible party will be responsible for the payment of Room and Board, and Hospice will bill Medicare for Hospice services.
- (d) For Residents with commercial insurance coverage, payment for Room and Board will be made pursuant to the insurance agreement. Facility will be responsible for collecting any applicable co-payments or co-insurance amounts.
- (e) For Residents who are Private Pay to the Facility, the Resident or responsible party will be responsible for the payment of Room and Board and Hospice will bill Medicare or other third party insurance, if available, for hospice services.

Section 11.2 Under no circumstances will Hospice be responsible to the Facility for payment of the Resident's Room and Board if the Resident is not a Medicaid recipient.

Section 11.3 The Facility agrees that it will not bill any other source, including the Resident, Medicare or Medicaid for services provided for the treatment of a terminal illness or related conditions, including:

- (a) Core services provided by the Hospice;
- (b) Non-Core services provided by the Facility and paid for by Hospice, pursuant to this agreement with Hospice; or
- (c) Room and Board provided by the Facility to Medicaid and dually eligible patients.

Section 11.4 The Facility may bill for services provided for treatment of the Resident's non-terminal illness or related condition for which hospice care was not elected. Billing for such services will be done in compliance with Medicare, Medicaid and other applicable insurance requirements.

Section 11.5 Both parties agree to allow each other to inspect all financial and clinical records relating to services provided and billed under this agreement, and to cooperate with any audit or investigation.

ARTICLE XII PERSONNEL

All Facility and Hospice personnel providing services under this Agreement will have and maintain on a current basis all appropriate licenses, certifications, medical clearances, and other legal requirements qualifying them to deliver such services in the State of Pennsylvania. For all Hospice employees assigned to Facility, Hospice will:

Section 12.1 Conduct appropriate performance evaluations and competency assessments to ensure that the employees have the skills to work effectively with the aged population served by the Facility.

Section 12.2 Verify possession of current Pennsylvania licenses.

Section 12.3 Verify that required health assessments are performed, and that all employees are medically cleared according to Nursing Facility regulations before assignment at the Facility.

Section 12.4 Document reference checks and criminal record clearances as applicable for all employees before assignment to the Facility.

Section 12.5 Documentation of compliance with all applicable requirements will be maintained in the personnel record of the party that employs the staff person. To the extent allowable under applicable law, each party will provide access to their pertinent personnel records upon the reasonable request of the other party.

ARTICLE XIII TERM AND TERMINATION

Section 13.1 The term of this Agreement is for one year from the date first written above, but the Agreement may be automatically renewed for subsequent one-year terms upon agreement by both parties. Either party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice. In the event that this Agreement is terminated prior to the end of the first one-year term, the parties may not contract with each other for the stated purpose of this Agreement for at least one year thereafter.

Section 13.2 This Agreement may be terminated immediately if either party breaches the requirements of the HIPAA Privacy Standards, when these become effective, or the parties' respective privacy policies, or any other laws or regulations governing the confidentiality of protected health information as set forth in Section 7.4 of this Agreement, and if such breach is not cured after reasonable notice by the non-breaching party.

Section 13.3 In the event of termination, the parties will cooperate with each other to arrange for appropriate follow up care for affected Residents.

ARTICLE XIV STAFF PRIVILEGES

The Hospice Medical Director and designated Hospice staff physicians will be granted staff credentials at the Facility upon proper procedural qualification by the Facility, for the purpose of recertifying the Resident who has elected Hospice care, for consultation about the Residents' Hospice case and to visit the Resident if needed.

ARTICLE XV MANAGEMENT RESPONSIBILITY

Section 15.1 One of the staff physicians of the Facility will be the designated Attending Physician of each Resident who has elected Hospice care. The Medical Director and Physician(s) of the Hospice will provide consultation to the Attending Physician and the

Resident. They will not act as the primary physician of a Resident unless such arrangement is approved in advance by the Resident and Hospice.

Section 15.2 Hospice retains professional management responsibility for all Hospice services. The Facility agrees to abide by, and provide services in compliance with, the Hospice Plan of Care. The Facility agrees to cooperate with Hospice in formulating the Hospice Plan of Care. Further, neither the Facility nor Hospice will seek physician orders that are inconsistent with the Hospice Plan of Care or the policies of Hospice, unless an exception is approved in advance by the Hospice IDT. Hospice protocols for Residents residing in the Facility, unless changed through the patient care planning process, will be as defined in Attachment B of this Agreement. In case of emergencies, appropriate treatments may be rendered pursuant to physician orders. In emergency situations, Hospice will be contacted at the earliest possible time.

ARTICLE XVI INDEPENDENT CONTRACTORS/INDEMNIFICATION

Neither party nor its respective personnel, employees, agents, servants, consultants, independent contractors or licensees will be deemed to be an employee of the other party. Each party will have direct responsibility for payment of wages and other compensation, reimbursement of expenses, and compliance with Federal, State and City withholding requirements pertaining to taxes, workers' compensation, disability, Social Security, unemployment compensation, and other insurance requirements and obligations imposed on an employer, for its respective personnel. Neither party will have responsibility for any incidents of employment of the other's employees. This Agreement does not render either party the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any express or implied right of authority by the other party to assume or create an obligation or responsibility on behalf of or in the name of the other party or to bind the other party in any manner whatsoever. Each party agrees to indemnify the other, its officers, directors, employees, agents, and volunteers, for any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees, asserted or incurred in connection with the indemnifying party's negligent acts or omissions in carrying out services under this Agreement, which indemnification will survive the termination of the Agreement.

ARTICLE XVII INSURANCE

Section 17.1 Each party will, at its own cost and expense, procure and maintain insurance to cover it and its respective personnel rendering services under this Agreement, in amounts and types usually maintained by providers such as the parties hereto, which will include comprehensive general liability insurance, property damage insurance, professional liability insurance and other employee liability insurance that may be required by law for an employer to carry on its employees. Each party will ensure that such insurance covers it and its respective personnel rendering services under this Agreement against any cost, claim or claims for damages arising or occasioned directly or indirectly in connection with the performance of any services and care furnished by it under this Agreement. The professional liability insurance will provide coverage for a minimum of \$XXXXXXX in the event of injury or death to one (1) person, and \$XXXXXXX in the event of injury or death to more than one (1) person as a result of the same

accident. The comprehensive general liability insurance will have a combined single limit in an amount of not less than \$XXXXXXX.

Section 17.2 Each party will deliver to the other Certificate(s) of Insurance for the policy(ies) prescribed by this Agreement, which will each name the other party as an additional insured. The insurance certificate(s) required under this Section will be furnished prior to the provision of any services under this Agreement. Each party will notify the other immediately in writing of any change in insurance coverage or if any such insurance is canceled or threatened to be canceled and the termination date thereof. Each party will furnish the other with written notification of any administrative legal proceeding relating to the services and care provided to Residents at the same time the proceeding is reported to the respective party's insurance company. Failure to make such notification(s) or the cancellation or termination of the insurance without substitute insurance reasonably acceptable to the other party will result in immediate termination of this Agreement by the party who was entitled to the notification.

ARTICLE XVIII COMPLIANCE

Section 18.1 Hospice represents and warrants:

- (a) Neither Hospice nor, to the best of its knowledge, its employees or agents, are or ever have been excluded from participation in the Medicare or Medicaid programs.
- (b) Neither Hospice nor, to the best of its knowledge, its employees or agents, have been convicted of a health care-related criminal offense.
- (c) Hospice will notify Facility within 5 working days of receipt of any final adverse action taken against the Facility or against a contractor that involves a health care fraud or abuse issue.
- (d) Hospice will comply with Facility's Code of Conduct and Compliance Program, to the extent that the Facility communicates the applicable policies and procedures to Hospice.

Section 18.2 Facility represents and warrants:

- (a) Neither Facility nor, to the best of its knowledge, its employees or agents, are or ever have been excluded from participation in the Medicare or Medicaid programs.
- (b) Neither Facility nor, to the best of its knowledge, its employees or agents, have been convicted of a health care-related criminal offense.
- (c) Facility will notify Hospice within 5 working days of any final adverse action taken against the Hospice or a contractor, that involves a health care fraud or abuse issue.

- (d) Facility will comply with Hospice's Code of Conduct and Compliance Program, to the extent that the Hospice communicates the applicable policies and procedures to the Facility.

ARTICLE XIX NON-DISCRIMINATION

Access to Hospice services will be based solely on criteria of prognosis and need for care and not on the basis of race, age, sex, color, religion, national origin, marital status, sexual orientation, disability, sponsorship, source of payment or other similar criteria.

ARTICLE XX NOTICES

All written notices affecting this Agreement, including termination, will be sent by personal delivery, overnight courier or by certified or registered mail, return receipt requested, to the parties at the addresses listed below. Each party will provide the other with prior written notice of any change in address. Unless otherwise set forth herein, notices will be effective on the earlier of (A) receipt or (B) three days after the date of deposit in the United States mail with all postage prepaid.

- (i) If to Hospice:

Attention: _____

- (ii) If to Nursing Facility:

Attention: _____

ARTICLE XXI ACCESS TO BOOKS AND RECORDS

Section 21.1 If services purchased by Hospice from the Facility under this Agreement have an aggregate value or cost of \$10,000 or more over a 12 month period, the Facility will, until the expiration of four years after the furnishing of such services, make available upon written request by the Secretary of Health and Human services or upon the written request of the Comptroller General of the United States, or any of the Secretary's or Comptroller General's duly authorized representatives, this Agreement and the books, documents, and records of the Facility that are necessary to verify the nature and extent of the cost of the services provided under this Agreement.

Section 21.2 If and to the extent the Facility provides services purchased by Hospice under this Agreement through a subcontract, with an aggregate value or cost of \$10,000 or more over a 12-month period, such contract will contain a clause to the effect that until the expiration

of four years after the furnishing of such organization will make available, upon written request by the Secretary of the Department of Health and Human Services, or upon written request by the Comptroller General of the United States or by any of the Secretary's or Comptroller General's duly authorized representatives, the subcontract and the books, documents and records of such organization that are necessary to verify the nature and extent of the costs of the services provided under this Agreement.

ARTICLE XXII MISCELLANEOUS

Section 22.1 No Waiver. The failure of either party to enforce any provision of this Agreement will not prevent the subsequent enforcement of that provision.

Section 22.2 Separability. The invalidity or unenforceability of any terms or conditions of this Agreement will in no way affect the validity or enforceability of any other term or provision.

Section 22.3 No Assignment. Neither party may assign this Agreement to any other party without the prior written consent of the other party.

Section 22.4 Governing Law. This Agreement, and all rights and obligations accruing hereunder, will be governed by the laws of the State of Pennsylvania.

Section 22.5 Use of Name. Neither party to this Agreement may use the name of the other party in any promotion or advertising unless such use is approved, in writing, by the party whose name is to be used. Such approval will be deemed withdrawn upon termination of this Agreement, unless otherwise specifically approved in writing subsequent to the termination date.

Section 22.6 Entire Agreement. It is understood that this Agreement constitutes the entire agreement between Hospice and Facility, and may only be changed or modified by a written agreement signed by both parties.

Section 22.7 Confidentiality. Each party will protect the confidentiality of the other's proprietary business information which is not already public information. The Facility and Hospice will exercise their best efforts to prevent any of their respective employees, agents, affiliated physicians, independent contractors, or other persons involved in, doing business with, controlled by, or under their influence, from disclosing or transmitting to any other person or entity any confidential matter available from or provided by the other party, except as, and to the extent that, it is necessary and appropriate to enable the parties to perform their obligations under this Agreement.

Section 22.8 Headings. Headings are for convenience only and form no part of the Agreement.

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

[_____]

By: _____
Name:
Title:

Date: _____

[_____]

By: _____
Name:
Title:

ATTACHMENT A

Facility will provide the Non-Core Services indicated by an X mark:

SERVICE	CHARGE
<input type="checkbox"/> Laboratory testing	
<input type="checkbox"/> Physical Therapy services at daily rate	
<input type="checkbox"/> Occupational Therapy services at daily rate	
<input type="checkbox"/> Speech Language Pathology services at daily rate	
<input type="checkbox"/> Drugs and biologicals at dose rate as needed for the palliation and management of the terminal illness and related condition.	
<input type="checkbox"/> X-Rays	
<input type="checkbox"/> Oxygen	
<input type="checkbox"/> Durable Medical Equipment and supplies related to the terminal illness	
<input type="checkbox"/> Physician services	
<input type="checkbox"/> Home health aide or Homemaker	

ATTACHMENT B
HOSPICE PROTOCOLS