



**CERTIFICATE OF NEED APPLICATION FOR  
COMPREHENSIVE CARE FACILITY BEDS**

*Hillhaven SNF Operator, LLC  
d/b/a Sterling Care Hillhaven*

February 27, 2024



UPDATED January 2024

## **COMPREHENSIVE CARE FACILITY (NURSING HOME)**

### **APPLICATION FOR CERTIFICATE OF NEED**

ALL APPLICATIONS MUST FOLLOW THE FORMATTING REQUIREMENTS DESCRIBED IMMEDIATELY BELOW. NOT FOLLOWING THESE FORMATTING INSTRUCTIONS WILL RESULT IN THE APPLICATION BEING RETURNED.

Required Format:

Table of Contents. The application must include a Table of Contents referencing the location of application materials. Each section in the hard copy submission should be separated with tabbed dividers. Any exhibits, attachments, etc. should be similarly tabbed, and pages within each should be numbered independently and consecutively. The Table of Contents must include:

- Responses to PARTS I, II, III, and IV of the COMPREHENSIVE CARE FACILITY (NURSING HOME) application form

Responses to PART IV must include responses to the Review Criteria listed at COMAR 10.24.01.08G. The first Review Criteria requires the Applicant to respond to all applicable standards in the State Health Plan chapter, COMAR 10.24.20, for the type of nursing home project proposed.

- Identification of each Attachment, Exhibit, or Supplement

Application pages must be consecutively numbered at the bottom of each page. Exhibits attached to subsequent correspondence during the completeness review process shall use a consecutive numbering scheme, continuing the sequencing from the original application. For example, if the last exhibit in the application is Exhibit 5, any exhibits used in subsequent responses should begin with Exhibit 6. However, a replacement exhibit that merely replaces an exhibit to the application should have the same number as the exhibit it is replacing, noted as a replacement.

#### **SUBMISSION FORMATS:**

We require submission of application materials and the applicant's responses to completeness questions in three forms: hard copy; searchable PDF; and Microsoft Word.

- **Hard copy:** Applicants must submit four (4) hard copies of the application to:  
Health Facilities Coordinator  
Maryland Health Care Commission  
4160 Patterson Avenue  
Baltimore, Maryland 21215
- **PDF:** Applicants must also submit searchable PDF files of the application, supplements,

attachments, and exhibits.<sup>1</sup> All subsequent correspondence should also be submitted both by paper copy and as searchable PDFs.

- Microsoft Word: Responses to the questions in the application and the applicant's responses to completeness questions should also be electronically submitted in Word.

Applicants are strongly encouraged to submit any spreadsheets or other files used to create the original tables in their native format. This will expedite the review process.

Electronic files should be submitted to [mhcc.confilings@maryland.gov](mailto:mhcc.confilings@maryland.gov)

Note that there are certain actions that may be taken without CON review and approval. Most such instances are found in the Commission's procedural regulations at COMAR 10.24.01.03, .04, and .05. Instances listed in those regulations require the submission of specified information to the Commission and may require approval by the full Commission. Contact CON staff at (410) 764-3276 for more information.

A pre-application conference will be scheduled by Commission Staff to cover this and other topics. Applicants are encouraged to contact Staff with any questions regarding an application.

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<sup>1</sup> PDFs may be created by saving the original document directly to PDF on a computer or by using advanced scanning technology



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## PART I - PROJECT IDENTIFICATION AND GENERAL INFORMATION

1. **FACILITY**

**Name of Facility:** Sterling Care Hillhaven

**Address:** 3210 Powder Mill Road      Adelphi      20783      Prince George's  
**Street**                                      **City**                                      **Zip**                                      **County**

**Figure 1: Map of Hillhaven's Location**



Source: Google Maps

2. **NAME OF OWNER:** Hillhaven SNF Operator, LLC

**If Owner is a Corporation, Partnership, or Limited Liability Company, attach a description of the ownership structure identifying all individuals that have or will have at least a 5% ownership share in the applicant and any related parent entities. Attach a chart that completely delineates this ownership structure.**

Please see **Exhibit 1** for an illustration of the ownership structure of Hillhaven SNF Operator, LLC.



**3. APPLICANT. If the application has a co-applicant, provide the following information as an attachment.**

**Legal Name of Project Applicant  
(Licensee or Proposed Licensee):**

Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven

**Address:** 709 Kersey Rd Silver Springs 20902 Montgomery  
**Street City Zip County**

**Telephone:** (401) 207-4099

There is no co-applicant.

**4. NAME OF LICENSEE OR PROPOSED LICENSEE\*:** same

**5. LEGAL STRUCTURE OF THE APPLICANT (and Licensee, if different from applicant).**

Check  or fill in applicable information below and attach an organizational chart showing the owners of applicant (and licensee, if different).

- A. Governmental
- B. Corporation
- (1) Non-profit
- (2) For-profit
- (3) Close  State & date of incorporation
- C. Partnership
- General
- Limited
- Limited liability partnership
- Limited liability limited partnership
- Other (Specify): \_\_\_\_\_
- D. Limited Liability Company
- E. Other (Specify): \_\_\_\_\_

The Applicant and licensee are the same entity.

**6. PERSON(S) TO WHOM QUESTIONS REGARDING THIS APPLICATION SHOULD BE DIRECTED**

**A. Lead or primary contact:**

**Name and Title:** Jeff Kagan, President

**Company Name:** Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven

**Mailing Address:**

<u>709 Kersey Rd</u>	<u>Silver Springs</u>	<u>20902</u>	<u>MD</u>
<b>Street</b>	<b>City</b>	<b>Zip</b>	<b>State</b>

**Telephone:** (401) 207-4099

**E-mail Address (required):** [jkagan@sterlingsr.com](mailto:jkagan@sterlingsr.com)

**Fax:** 410-877-6101

**If company name is different than applicant briefly describe the relationship.** Company name and applicant are the same.

**B. Additional or alternate contact:**

**Name and Title:** Nancy M. Lane, Consultant

**Company Name:** PDA, Inc.

**Mailing Address:**

<u>P. O. Box 12844</u>	<u>Raleigh</u>	<u>27605</u>	<u>NC</u>
<b>Street</b>	<b>City</b>	<b>Zip</b>	<b>State</b>

**Telephone:** (919) 754-0303

**E-mail Address (required):** [nlane@pda-inc.net](mailto:nlane@pda-inc.net)

**Fax:** 919-754-0328

**If company name is different than applicant briefly describe the relationship.**

PDA, Inc. is the healthcare consulting firm with whom Sterling Care Hillhaven worked to complete this application and would be available to coordinate questions.

**7. NAME OF THE OWNER OR PROPOSED OWNER OF THE REAL PROPERTY AND IMPROVEMENTS (if different from licensee or proposed licensee).**

**Legal Name of the Owner of the Real Property:**

Hillhaven SNF Realty, LLC d/b/a Sterling Care Hillhaven

**Address:**

709 Kersey Rd	Silver Springs	20902	MD
<b>Street</b>	<b>City</b>	<b>Zip</b>	<b>State</b>

**Telephone:** (401) 207-4099

**If Owner is a Corporation, Partnership, or Limited Liability Company attach a description of the ownership structure identifying all individuals that have or will have at least a 5% ownership share in the in the real property and any related parent entities. Attach a chart that completely delineates this ownership structure.**

Please see **Exhibit 1** for a chart showing ownership structure for entities involved the real property and improvements.

**8. NAME OF THE OWNER OF THE BED RIGHTS (i.e., the person/entity that could sell the beds included in this application to a 3<sup>rd</sup> party):**

**Legal Name of the Owner of the Rights to Sell the CCF Beds:**

Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven

**If the Legal Entity that has or will have the right to sell the CCF beds is other than the Licensee or the Owner of the Real Property Identified Above Provide the Following Information.**

**Address:**

709 Kersey Rd	Silver Springs	20902	MD
<b>Street</b>	<b>City</b>	<b>Zip</b>	<b>State</b>

**Telephone:** (401) 207-4099

9. If a management company or companies is or will be involved in the clinical or financial management of the facility or will provide oversight of any construction or renovations proposed as part of this APPLICATION, identify each company or individual that will provide the services and describe the services that will be provided. Identify any ownership relationship between the management company and the owner of the facility and/or the real property or any related entity.

**Name of the Management Company:**

Sterling Senior Care, LLC

**Address:**

709 Kersey Rd	Silver Springs	20902	MD
<b>Street</b>	<b>City</b>	<b>Zip</b>	<b>State</b>

**Telephone:** (401) 207-4099

**\*Please provide a chart showing the breakdown of ownership that includes the owners of the real property, bed rights and operations. Please include the management company if applicable.**

Sterling Senior Care, LLC, the management company is owned by Nathan Jakobovits, Jeff Kagan and Yoni Grunbaum and a group of private investors. Exhibit 1 details the ownership structure for the applicant, the operators, as well as the owners of the real property.

10. **TYPE OF PROJECT**

The following list includes all project categories that require a CON pursuant to COMAR 10.24.01.02(A). Please mark all that apply in the list below.

If approved, this CON would result in (check as many as apply):

- |  |                                     |
|--|-------------------------------------|
| (1) A new health care facility built, developed, or established                                | <input type="checkbox"/>            |
| (2) An existing health care facility moved to another site                                     | <input type="checkbox"/>            |
| (3) A change in the bed capacity of a health care facility                                     | <input checked="" type="checkbox"/> |
| (4) A change in the type or scope of any health care service offered by a health care facility | <input type="checkbox"/>            |

The project involves 32 additional beds for Sterling Care Hillhaven. Proposed beds will come from the need for Prince George's County published in the Maryland Register on September 27, 2019.

**11. PROJECT DESCRIPTION**

**A. Executive Summary of the Project: The purpose of this BRIEF executive summary is to convey to the reader a holistic understanding of the proposed project: what it is, why you need to do it, and what it will cost. A one-page response will suffice. Please include:**

**(1) Brief Description of the project – what the applicant proposes**

Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven (“Hillhaven”) proposes to add 32 skilled nursing home beds from the MHCC Bed Need Projections for Comprehensive Care Facility (32 beds in Prince George’s County for the Target Year 2022), See **Exhibit 4** for published bed need and Maryland Register due dates. Two private rooms in the new addition will replace the semiprivate room that will be removed to create a connection to the new addition.

At project completion, Hillhaven will operate 98 total CCF beds, 44 private and 54 semi-private. See details in Table 1 below.

**Table 1– Hillhaven Bed Count Pre- and Post-Project**

Bed Type	Current SNF/CCF	Adjusted Existing	Net New from PG Plan	Project End
Semi-Private	56	(2)	0	54
Private	10	2	32	44
<b>Total</b>	<b>66</b>	<b>0</b>	<b>32</b>	<b>98</b>

The 98 beds will occupy 71 resident rooms, 27 semi-private and 44 private. See Table 2 below.

**Table 2 – Hillhaven Room Count Pre- and Post-Project**

Room Type	Current	Adjusted Existing	New Construction	Project End
Semi-Private	28	(2)	1	27
Private	10	0	32	44
<b>Total</b>	<b>38</b>	<b>0</b>	<b>16</b>	<b>71</b>

**(2) Rationale for the project – the need and/or business case for the proposed project**

- In accordance with COMAR 10.24.20.06, the Maryland Health Care Commission gave public notice of jurisdictional bed need for 32 additional comprehensive care facility (“CCF”) beds in Prince George's County effective 2022. This was published in the Maryland Register on September 27, 2019, and listed as still available on the MHCC CON Nursing Home website as of the date of the letter of intent for this CON application, December 23, 2023.

- The Applicant is the only entity that submitted a timely letter of intent to file a CCF application for this published CCF review batch. The proposed additional beds will increase access to residents of Prince George’s County and surrounding communities.
- Following the pre-application conference, MHCC adjusted its letter of intent from 34 to 32 beds. The adjusted letter was submitted on February 23, 2024 (See **Exhibit 2** for original and revised letters).
- According to population data interpolated from Maryland State Data Center, the number of people in Prince George’s County over age 65 will continue to increase for the next decade. The primary CCF user group, people aged 75+, will increase by about 29 percent, an estimated 16,145 people, between 2023 and 2028. For additional detail, see Part IV, **COMAR 10.24.01.08G(3)(b) Need** on page 35 of this application.
- Existing facility constraints at Sterling Care Hillhaven require new construction to accommodate more beds. The proposed new nursing unit wing will accommodate the proposed additional beds and optimize efficiency of existing patient support spaces.
- Demand for private rooms is increasing. To accommodate, the prior Hillhaven owner reduced capacity of some multiple occupancy rooms. The result was that some licensed beds were temporarily “offline” to accommodate private occupancy. Other facilities did the same in response to new infection control guidelines. This, in turn, reduced bed availability in the county for quality services. This project will increase Hillhaven’s private rooms from 15 percent to 45 percent. At project completion, all CCF beds in the Hillhaven facility will be either private or semi-private.
- This project will also accommodate needs of Hillhaven’s growing post-acute rehab resident population. Private-bed accommodation is among top customer requests—coming from both patients and referring acute care hospitals.
- Private beds have many advantages. Private rooms offer space to accommodate special individualized treatments:
  - Respiratory therapy;
  - Treatments that are difficult to accommodate gracefully in semi-private accommodations, like tracheostomy care;
  - Pain management programs.

Private rooms will also address patient safety isolation protocols, such as quarantines for new admissions, who may have had COVID-19 or other infectious diseases

**(3) Cost – the total cost of implementing the proposed project**

\$7,500,000 for fixed capital

This project will require no working capital. For details, please see CON Tables E. Project Budget and G. Uninflated Operating Costs on pages 62 and 67 of this application.

**B. Comprehensive Project Description:** The description should include details regarding:

- (1) Construction, renovation, and demolition plans**
- (2) Changes in square footage of departments and units**
- (3) Physical plant or location changes**
- (4) Changes to affected services following completion of the project**

Please see the following narrative.

**(1) Construction, renovation, and demolition plans**

As illustrated in [Exhibit 5](#), the project will involve new construction of a 32-bed CCF nursing unit. Two beds in the unit will replace an existing semi-private CCF bedroom that will become part of the connector corridor. The proposed new nursing unit will have 34 private rooms; two will replace a semi-private room that will be eliminated to create a connecting corridor to the proposed new unit. Figures 1 and 2 below illustrate the facility before and after. Demolition will be limited to the room and corridor where the new unit joins the existing building. All construction will involve nursing unit beds. With the exception of space for a larger refrigerator, ancillary and support spaces in the existing facility are adequate to support the expansion.

Demolition will involve the two points of connection between the new nursing unit and existing structures. See Figure 2 and [Exhibit 5](#).

**(2) Changes in square footage of departments and units**

Excel workbook Table B. provides new square footage. The unit will have its own nursing station. As illustrated in the floor plan in [Exhibit 5](#), it will have access to existing rehabilitation, dining, and other support services.

**(3) Physical plant or location changes**

The unit will occupy a new wing as illustrated in Figures 2 and 3 below.

**(4) Changes to affected services following completion of the project**

The service program will not change. The number of private rooms will change and the total number of CCF beds will change.

**Figure 2: Existing Sterling Care Hillhaven Facility**



**Figure 3: Proposed Sterling Care Hillhaven Facility with New Nursing Unit (arrow)**





**12. Complete Table A of the CON Table Package for Nursing Home (CCF) Applications**

Please see CON Table A on page 56.

**13. Identify any community-based services that are or will be offered at the facility and explain how each one will be affected by the project.**

Because the project will add beds and increase occupancy, demand for community-based services will adjust in proportion to the number of discharges. Please refer to **Exhibit 6** and the response to Part IV, Standard 10.24.20.05A(3) page 23 for additional information about community-based services.

**14. REQUIRED APPROVALS AND SITE CONTROL**

**A. Site size:** 8.3 acres

**B. Have all necessary State and local land use and environmental approvals, including zoning and site plan, for the project as proposed been obtained?**

       YES   x   NO

**(If NO, describe below the current status and timetable for receiving each of the necessary approvals.)**

The Applicant will apply for all State, county, and city permits for the project as required, and in accordance with the project timeline.

**C. Form of Site Control (Respond to the one that applies. If more than one, explain.):**

(1) **Owned by:** Hillhaven SNF Realty, LLC d/b/a Sterling Care Hillhaven

(2) **Options to purchase held by:** not applicable

*Please provide a copy of the purchase option as an attachment.*

Not applicable, facility does not involve a land

(3) **Land Lease held by:**                     lease.

*Please provide a copy of the land lease as an attachment.*

(4) **Option to lease held by:** not applicable

*Please provide a copy of the option to lease as an attachment.*

(5) **Other:** not applicable

*Explain and provide legal documents as an attachment.*

**15. PROJECT IMPLEMENTATION SCHEDULE**

**In completing this section, please note applicable performance requirements time frames set forth in Commission regulations, COMAR 10.24.01.12. Ensure that the information presented in the following table reflects information presented in Application Item 11 (Project Description).**

Project Implementation Schedule

*An application for a CON or other Commission approval shall propose a schedule for implementation of the project in accordance with COMAR 10.24.01.12A(1) that specifies the estimated time for, at a minimum, the following project implementation steps: Obligation of Capital Expenditure, Beginning Construction, Complete Construction and Full Operation.*

*In developing the schedule, please note that COMAR 10.24.01.12C requires a holder to obligate at least 51 percent of the approved capital expenditure for a project involving building construction, renovation, or both, as documented by a binding construction contract or equipment purchase order, within the following specified time periods:*

- (a) An approved new hospital has up to 36 months*
- (b) A project involving an approved new non-hospital health care facility or involving a building addition or replacement of building space of a health care facility has up to 24 months*
- (c) A project limited to renovation of existing building space of a health care facility has up to 18 months*
- (d) A project that does not involve construction or renovation shall document that the approved project is complete and operational within 18 months.*

*In a multiphase plan of construction with more than one construction contract approved for an existing health care facility, a holder has:*

- (a) Up to 12 months after approval to obligate 51 percent of the capital expenditure for the first phase of construction*
- (b) Up to 12 months after completion of the immediately preceding phase of construction to obligate 51 percent of the capital expenditure for any subsequent approved phase*

**Proposed Alternative Implementation Schedule**

	Proposed Project Timeline	
Obligation of 51% of capital expenditure from approval date	24	months
Initiation of Construction within 4 months of the effective date of a binding construction contract	12	months
Time to Completion of Construction from date of capital obligation	36	months

Per COMAR 10.24.01.08 applicant proposes a longer schedule to accommodate expected long delays caused by plan reviews.

## 16. PROJECT DRAWINGS

Projects involving new construction and/or renovations should include scalable schematic drawings of the facility at least a 1/16" scale. Drawings should be completely legible and include dates.

These drawings should include the following before (existing) and after (proposed), as applicable:

- A. Floor plans for each floor affected with all rooms labeled by purpose or function, number of beds, location of bathrooms, nursing stations, and any proposed space for future expansion to be constructed, but not finished at the completion of the project, labeled as "shell space."

Please see [Exhibit 5](#) for copies of floor plans.

- B. For projects involving new construction and/or site work a Plot Plan, showing the "footprint" and location of the facility before and after the project.

Please see [Exhibit 5](#) for a plot plan.

- C. Specify dimensions and square footage of patient rooms.

Each private resident room in the new construction will have more than 120 gross square feet not including toilet and bath area. Semi-private rooms in the existing facility are 209.03 net square feet excluding toilets. Private room space in the existing building varies. See drawings in [Exhibit 5](#).

## 17. FEATURES OF PROJECT CONSTRUCTION

### A. If the project involves new construction or renovation, complete the Construction and Renovation Square Footage worksheet in the CON Table Package (Table B)

Please see CON Table B on page 58.

### B. Discuss the availability and adequacy of utilities (for the proposed project and identify the provider of each utility. Specify the steps that will be necessary to obtain utilities.

The final decision regarding the adequacy of the existing utilities to serve the project will be determined by the Mechanical, Electrical, and Plumbing engineers based on the loads generated by the new addition. However, based on our initial review, we are assuming that the existing water, sewer, gas, telecom, and electric services are adequate and that connections will be made internal to the building. Regardless of the final design of the new connections, the existing public utility infrastructure adjacent to the property should be adequate to serve the new building addition.

The existing public water and sewer infrastructure is owned and maintained by Washington Suburban Sanitary Commission (WSSC). The services adjacent to the property are as follows:

- Existing 12" water main in Powder Mill Road
- Existing 8" sanitary main in Powder Mill Road (opposite side of the street)
- Existing 8"/10" sanitary main running through existing easement along the stream valley in the rear of the property

Currently the building is served by an 8" water service connection from Powder Mill Road and a 6" sanitary service extending to the 8"/10" sanitary in the rear of the property. Additionally, the existing single-family home (to be demolished) has a ¾" water and sewer (unknown size) connection to the mains in Powder Mill Road.

The existing gas service is owned and maintained by Washington Gas (WGL) and there is an existing 6" main in Powder Mill Road. There is an existing gas line connection (unknown size) from the building to this main.

Electric service is provided by Pepco and the property is served by an overhead line that extends from Powder Mill Road to a pole located in front of the property. Telecom services (Verizon and/or Comcast) are also provided by an overhead line that extends to the same pole.

## PART II - PROJECT BUDGET

Complete the Project Budget worksheet in the CON Table Package (Table C).

**Note:** Applicant should include a list of all assumptions and specify what is included in each budget line, as well the source of cost estimates and the manner in which all cost estimates are derived. Explain how the budgeted amount for contingencies was determined and why the amount budgeted is adequate for the project given the nature of the project and the current stage of design (i.e., schematic, working drawings, etc.)

Please see CON Tables C. Construction Characteristics, D. Construction Costs, and E. Project Budget on pages 59-63 of this application; see also **Exhibit 7** for Michael Graves & Company cost estimation.

A contingency of \$200,000 also allows for unpredictable costs of materials as the economy adjusts to COVID-19 impacts on supply chains.

**PART III - APPLICANT HISTORY, STATEMENT OF RESPONSIBILITY, AUTHORIZATION AND RELEASE OF INFORMATION, AND SIGNATURE**

- List names and addresses of all owners and individuals responsible for the proposed project and its implementation.

Owner / Operator

**Hillhaven SNF Operator, LLC d/b/a  
Sterling Care Hillhaven**

**Physical Address:  
709 Kersey Rd  
Silver Springs, MD 20902**

<b><u>Name</u></b>	<b><u>Ownership</u></b>	<b><u>Address</u></b>
Jeff Kagan	35%	709 Kersey Rd Silver Springs, MD 20902
Nathan Jakobovits	35%	709 Kersey Rd Silver Springs, MD 20902
Yoni Grunbaum	11%	4173 N Bay Road, Miami Beach, FL 33140

The applicant is Hillhaven SNF Operator, LLC. It will lease space from the building owners Hillhaven SNF Realty, LLC. For full disclosure, the owners of Hillhaven SNF Realty, LLC are listed below.

**Hillhaven SNF Realty, LLC  
("PropCo")**

**Physical Address:  
709 Kersey Rd  
Silver Springs, MD 20902**

<b><u>Name</u></b>	<b><u>Ownership</u></b>	<b><u>Address</u></b>
Jeff Kagan	35%	709 Kersey Rd Silver Springs, MD 20902
Nathan Jakobovits	35%	709 Kersey Rd Silver Springs, MD 20902
Yoni Grunbaum	11%	4173 N Bay Road, Miami Beach, FL 33140

The ownership structure of Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven is in **Exhibit 1**.

2. **Are the applicant, owners, or the responsible persons listed in response to Part 1, questions 2, 3, 4, 7, and 9 above now involved, or have they ever been involved, in the ownership, development, or management of another health care facility? If yes, provide a listing of these facilities, including facility name, address, and dates of involvement.**

**Exhibit 8** describes ownership of Hillhaven SNF Operator principals, Jeff Kagan and Nathan Jakobovitz, in other health care facilities. Hillhaven owner, Yoni Grunbaum is the 100% owner of the Operating Company Siyo Holdings, LLC, 4173 N Bay Road, Miami Beach, FL 33140, and the operating company for Maple Heights Nursing and Rehabilitative Center at 302 E. Iowa Street, Hiawatha, Kansas 66434.

3. **Has the Maryland license or certification of the applicant facility, or any of the facilities listed in response to Question 2, above, been suspended or revoked, or been subject to any disciplinary action (such as a ban on admissions) in the last 5 years? If yes, provide a written explanation of the circumstances, including the date(s) of the actions and the disposition. If the applicant, owners or individuals responsible for implementation of the Project were not involved with the facility at the time a suspension, revocation, or disciplinary action took place, indicate in the explanation.**

All of these Maryland facilities were the subject to routine disciplinary action in the last five years based on routine survey processes. In some cases, disciplinary action involved fines of less than \$10,000. None of the facilities received a disciplinary action that led to a ban on admissions. Please see **Exhibit 9** for details of inspections or plans of corrections associated with G or IJ Findings levels that constituted “harm.”

4. **Other than the licensure or certification actions described in the response to Question 3, above, has any facility with which any applicant is involved, or has any facility with which any applicant has in the past been involved (listed in response to Question 2, above) received inquiries in last from 10 years from any federal or state authority, the Joint Commission, or other regulatory body regarding possible non-compliance with any state, federal, or Joint Commission requirements for the provision of, the quality of, or the payment for health care services that have resulted in actions leading to the possibility of penalties, admission bans, probationary status, or other sanctions at the applicant facility or at any facility listed in response to Question 2? If yes, provide, for each such instance, copies of any settlement reached, proposed findings or final findings of non-compliance and related documentation including reports of non-compliance, responses of the facility, and any final disposition or conclusions reached by the applicable authority.**

Sterling Care began offering services as a company on January 1, 2018. See details in **Exhibit 8** on principal ownership of facilities over last 10 years. **Exhibit 28** regarding compliance disposition.

5. **Have the applicant, owners or responsible individuals listed in response to Part 1, questions 2, 3, 4, 7, 8 and 9, above, ever pled guilty to or been convicted of a criminal offense in any way connected with the ownership, development or management of the applicant facility or any of the health care facilities listed in response to Question 2, above? If yes, provide a written explanation of the circumstances, including as applicable the court, the date(s) of conviction(s), diversionary disposition(s) of any type, or guilty plea(s).**

No owners listed in the questions in Part 1 have ever pled guilty to or been convicted of a criminal offense in any way connected with the ownership, development or management of the applicant facility or any of the health care facilities listed in response to Question 2, above



One or more persons shall be officially authorized in writing by the applicant to sign for and act for the applicant for the project which is the subject of this application. Copies of this authorization shall be attached to the application. The undersigned is the owner(s), or Board-designated official of the proposed or existing facility.

I hereby declare and affirm under the penalties of perjury that the facts stated in this application and its attachments are true and correct to the best of my knowledge, information and belief.

27/02/2024

Date

  
Jeff Kagan (Feb 27, 2024 10:28 EST)

Signature of Owner or Board-designated Official

President

Position / Title

Jeff Kagan

Printed Name

## **PART IV - CONSISTENCY WITH GENERAL REVIEW CRITERIA AT COMAR 10.24.01.08G(3):**

**INSTRUCTION: Each applicant must respond to all criteria included in COMAR 10.24.01.08G(3), listed below.**

*An application for a Certificate of Need shall be evaluated according to all relevant State Health Plan standards and other review criteria.*

*If a particular standard or criteria is covered in the response to a previous standard or criteria, the applicant may cite the specific location of those discussions in order to avoid duplication. When doing so, the applicant should ensure that the previous material directly pertains to the requirement and the directions included in this application form. Incomplete responses to any requirement will result in an information request from Commission Staff to ensure adequacy of the response, which will prolong the application's review period.*

### **10.24.01.08G(3)(A). The State Health Plan.**

Every Comprehensive Care Facility ("CCF" -- more commonly known as a nursing home) applicant must address each applicable standard from **COMAR 10.24.20: State Health Plan for Facilities and Services -- Comprehensive Care Facility Services.**<sup>2</sup>

Please provide a direct, concise response explaining the project's consistency with each standard. In cases where demonstrating compliance with a standard requires the provision of specific documentation, please include the documentation as a part of the application.

### **10.24.20.01 Section 04 Procedural Rules**

#### **A. CCF Docketing Rules**

- (1) The Commission shall not docket an application involving an increase in comprehensive care facility bed capacity unless:
  - (a) The jurisdiction in which the facility is, or will be located, has an identified need for additional comprehensive care facility beds on the date that the letter of intent for the project is filed and the proposed increase in beds does not exceed the identified need for additional beds<sup>3</sup>; or

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<sup>2</sup> [1] Copies of all applicable State Health Plan chapters are available from the Commission and are available on the Commission's web site at :[http://mhcc.maryland.gov/mhcc/pages/hcfs/hcfs\\_shp/hcfs\\_shp](http://mhcc.maryland.gov/mhcc/pages/hcfs/hcfs_shp/hcfs_shp)

<sup>3</sup> In accordance with COMAR 10.24.20.01 Section.04E, a CON application to relocate a comprehensive care facility or a portion of a facility that includes never licensed, CON-approved beds will be reviewed for continuing need in accordance with the published bed need projections in effect when the Commission receives the letter of intent for the application.

(b) One of the exceptions at COMAR 10.24.20.01 Section 04B applies

The jurisdiction, Prince George's County had an identified need for CCF beds on the date the regulatory letter of intent was filed (December 23, 2023). See **Exhibit 10** for letter from MHCC verifying that fact.

(2) The Commission shall not docket an application involving establishment of a comprehensive care facility or changes to an existing comprehensive care facility unless the applicant provides an affirmation, under penalties of perjury, that, within the last ten years:

As President of Sterling Senior Care Hillhaven, I attest to the following:

(a) No current or former owner or senior manager of the facility, of the operator, of the management organization, if any, or of any related or affiliated entity:

- (i) Has been convicted of a felony or pleaded guilty, nolo contendere, entered a best interest plea of guilty, or received a diversionary disposition regarding a felony; or
- (ii) Has received a determination of exclusion from participation in Medicare or State health care programs, with respect to a criminal conviction or civil finding of Medicare or Medicaid fraud or abuse; and

(b) Neither the facility, the operator, the management organization, if any, nor a current or former related or affiliated entity:

- (i) Has been convicted of a felony or pleaded guilty, nolo contendere, entered a best interest plea of guilty, or received a diversionary disposition regarding a felony;
- (ii) Has received a determination of exclusion from participation in Medicare or State health care programs, with respect to a criminal conviction or civil finding of Medicare or Medicaid fraud or abuse; or
- (iii) Has paid fines or penalties in excess of \$10,000,000 with or without an admission or finding of guilt with respect to any criminal or civil charges relating to Medicare or Medicaid fraud or abuse.

27/02/2024

Date

  
Jeff Kagan (Feb 27, 2024 10:28 EST)

Signature

President

Position / Title

Jeff Kagan

Printed Name





# Sterling Care Hillhaven CCF CON Signature Pages

Final Audit Report

2024-02-27

Created:	2024-02-27
By:	Kelly Ivey (kivey@pda-inc.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAav9AYA28cKatsUrGKPDHk3ZueR28A3Bf

## "Sterling Care Hillhaven CCF CON Signature Pages" History

-  Document created by Kelly Ivey (kivey@pda-inc.net)  
2024-02-27 - 3:27:11 PM GMT
-  Document emailed to Jeff Kagan (jkagan@sterlingsr.com) for signature  
2024-02-27 - 3:27:15 PM GMT
-  Email viewed by Jeff Kagan (jkagan@sterlingsr.com)  
2024-02-27 - 3:27:56 PM GMT
-  Document e-signed by Jeff Kagan (jkagan@sterlingsr.com)  
Signature Date: 2024-02-27 - 3:28:32 PM GMT - Time Source: server
-  Agreement completed.  
2024-02-27 - 3:28:32 PM GMT

- (c) The applicant may show evidence as to why this rule should not be applied if all of the individuals involved in the fraud or abuse are no longer associated with the entity (or any of the related or affiliated entities) and each entity has fully complied with each applicable plan of correction and, if applicable, with each condition of the imposition of a civil penalty or agreed disposition.

This is not necessary.

## 10.24.20.01 Section 05 Comprehensive Care Facility Standards.

### A. General Standards.

The Commission will use the following standards for CON review of all CCF projects.

(1) Bed Need and Average Annual Occupancy.

- (a) **For the relocation of existing comprehensive care facility beds currently in the inventory, an applicant shall demonstrate need for the beds at the new site in the same jurisdiction. This demonstration may include, but is not limited to, a demonstration of unmet needs by a particular patient population, high utilization of comprehensive care facility beds in the jurisdiction during the past five years, and the ways in which the relocation will improve access to needed services or improve the quality of comprehensive care facility services.**

This rule is not applicable. The project does not involve relocation of beds.

- (b) **An applicant proposing a project that will not add comprehensive care facility beds to a jurisdiction, but will add beds to an existing facility by relocation of existing licensed or temporarily delicensed comprehensive care facility beds within a jurisdiction, shall demonstrate that the facility being expanded operated all of its licensed beds at an occupancy rate of 90 percent or higher during the last two fiscal years for which the annual Maryland Long Term Care Survey data is available.**

This rule is not applicable. The project does involve addition of beds to the Prince George's County inventory.

(2) Medical Assistance Participation.

- (a) **The Commission may approve a Certificate of Need for a comprehensive care facility only for an applicant that participates, or proposes to participate, in the Medicaid program, and only if the applicant submits documentation or agrees to submit documentation of a written Memorandum of Understanding (MOU) with Medicaid to maintain the proportion of Medicaid patient days required by. COMAR 10.24.20.01 Section .05A(2)(b).**

Maryland Medicaid recognizes that the applicant cannot be held accountable for commitments of the prior owner. See [Exhibit 11](#) for a new Medicaid Memorandum of Agreement that the Applicant has negotiated with Maryland Medicaid in conjunction with this Certificate of Need application.

- (b) **Each applicant shall agree to serve and maintain a proportion of Medicaid patient days that is at least equal to the proportion of Medicaid patient days in all other comprehensive care facilities in the jurisdiction or region, whichever is lower, calculated as the weighted mean minus the 25th percentile value across all jurisdictions for each year based on the most recent Maryland Long Term Care Survey data and Medicaid Cost Reports available to the Commission, as published in the Maryland Register.**

The Applicant agrees to continue to meet this standard. See [Exhibit 12](#) for the last published Required Minimum Maryland Assistance Participation Rates. See [Exhibit 11](#) for the new Medicaid MOU that the Applicant has negotiated with Maryland Medicaid in conjunction with this Certificate of Need application.

- (c) **An applicant for new comprehensive care facility beds has three years during which to achieve the applicable proportion of Medicaid participation from the time the facility is licensed and shall show a good faith effort and reasonable progress toward achieving this goal in years one and two of its operation.**

The proposed project will meet this standard. As demonstrated in Section 4b of CON Table G "Percent of Inpatient Days" on page 67 of this application, the facility is projected to meet the Prince George's County standard (40.1%) in year one and in subsequent years.

- (d) **An applicant that seeks to expand or replace an existing comprehensive care facility shall modify its MOU upon expansion or replacement of its facility to encompass all of the comprehensive care facility beds in the expanded or replaced facility and to include a Medicaid percentage that reflects the most recent Medicaid participation rate, unless the facility's existing MOU encompasses all beds at a percentage that is equal to or greater than the most recent Medicaid participation rate.**

The Applicant agrees to meet this standard.

- (e) **An applicant shall agree to continue to admit Medicaid residents to maintain its required level of participation when attained and have a written policy to this effect.**

The Applicant agrees to meet this standard. Hillhaven currently accepts Medicaid residents. Once the expansion is complete, Hillhaven will continue to accept Medicaid residents to maintain its required level of participation.

- (f) **Prior to licensure, an applicant shall execute a written Memorandum of Understanding with the Medical Assistance Program of the Maryland Department of Health to:**

- (i) **Achieve and maintain the level of Medicaid participation required by COMAR 10.24.20.01 Section .05A(2)(b); and**

The Applicant will continue to operate under its adjusted MOU with the Medical Assistance Program of the Department of Health which addresses the Medicaid participation required by COMAR 10.24.20.01 Section .05A(2)(b).

- (ii) **Admit residents whose primary source of payment on admission is Medicaid.**

In January 2024, 36 percent of Hillhaven's occupied beds were Medicaid or Medicaid pending residents. The Applicant agrees to continue to admit residents whose primary source of payment on admission is Medicaid.

- (g) **An applicant may show evidence why this rule should not apply.**

Not applicable. The applicant agrees to this rule



(3) Community-Based Services.

**An applicant shall demonstrate in writing its commitment to alternative community-based services and to minimizing the comprehensive care facility length of stay as appropriate for each resident and agree to:**

- (a) **Provide information to every prospective resident about the existence of alternative community-based services, including Medicaid home and community-based waiver programs, Money Follows the Person Program, and other initiatives to promote care in the most appropriate settings;**

The Applicant offers newly admitted residents and/or their responsible party information on community-based services, including but not limited to Medicaid home and community-based waiver programs, Money Follows the Person Program, and other initiatives to promote care in the most appropriate settings. In addition to providing the Maryland Department of Health flyers in **Exhibit 6**, to all residents that express an interest in community-based services, Staff of Sterling Care Hillhaven assists interested residents to attain approvals and community services. A Social Services Director dedicates full time to this discharge planning effort, starting on the day of admission. See Hillhaven policies also in **Exhibit 6**.

- (b) **Use Section Q of Minimum Data Set (MDS) 3.0 to assess the individual's interest in and willingness to pursue community-based alternatives;**

The Applicant uses Section Q of the MDS 3.0 to assess individual interest in and willingness to pursue community-based alternatives.

- (c) **Develop a discharge plan on admission with resident reassessment and plan validation at six-month intervals for the first 24 months. This plan is to be provided to the resident and/or designated representative; and**

The Applicant currently initiates discharge planning upon admission for all residents and will continue to provide a 24-month plan with 6-month intervals once the project is completed.

- (d) **Provide access to the facility for all long-term care home and community-based services education and outreach efforts approved by the Maryland Department of Health and the Maryland Department of Disabilities to provide education and outreach for residents and their families regarding home and community-based alternatives.**

The Applicant currently complies with this standard. Sterling Care Hillhaven will continue to permit access to the facility for approved agencies that provide education and outreach to residents and their families regarding home and community-based alternatives.

(4) Appropriate Living Environment.

**An applicant shall provide to each resident an appropriate living environment that demonstrates compliance with the most recent FGI Guidelines. In addition, an applicant shall meet the following standards:**

- (a) **In a new construction project:**
- (i) **Develop rooms with no more than two beds for each resident room;**
  - (ii) **Provide individual temperature controls for each room;**
  - (iii) **Assure that no more than two residents share a toilet; and**
  - (iv) **Identify in detail plans to develop a comprehensive care facility that provides a cluster/neighborhood design or a connected household design, rather than an institutional design, consistent with the most recent FGI Guidelines.**

Standard 05A(4)(a) is not applicable, this is an expansion project. All new rooms will meet the standards for occupancy, temperature controls and toilets. The facility has been designed to meet FGI 2018 Guidelines for Residential Construction. See [Exhibit 13](#).

- (b) **In a renovation or expansion project:**
- (i) **Reduce the number of resident rooms with more than two residents per room;**

No resident rooms at Sterling Care Hillhaven have more than two residents.

- (ii) **Provide individual temperature controls in each newly renovated or constructed room;**

The new construction will provide individual temperature controls in each resident room.

**(iii) Reduce the number of resident rooms where more than two residents share a toilet; and**

The new construction will include only private and semi-private rooms. Every bedroom will have its own toilet.

In the existing facility, 28 semi-private rooms have four residents per one toilet (two semi-private, double occupancy rooms with a single toilet in-between). Because the new construction will reduce the number of semi-private rooms in the existing unit by two, it will also reduce the number of rooms where four residents share a toilet to 27.

All new beds will be private, and each room will have its own toilet.

**(iv) Document that the applicant considered development of a cluster / neighborhood design or a connected household design, and, if the project includes an institutional model, document why the alternative models were not feasible.**

The design is based on Traditional Institutional model.

The Applicant considered and rejected development of a cluster / neighborhood or a connected household design. This is an existing campus in a dense urban neighborhood. Space is limited and existing social support spaces are more than adequate to service existing and proposed new beds. The selected design maximizes the number private rooms that the site will accommodate.

This design best meets the needs of the community. This facility serves many short-stay rehabilitation residents; and this demand is increasing. Short-stay residents frequently request and often require private rooms.

The chosen design is conservative. It does not overbuild the facility; and it creates efficient ratios of residents to staff. It provides immediate access to another nursing unit in the event of immediate need for additional staff assistance.

(c) **The applicant shall demonstrate compliance with COMAR 10.24.20.01 Section .05A(4) by submitting an affirmation from a design architect for the project that:**

(i) **The project complies with applicable FGI Guidelines; and**

Please refer to **Exhibit 13** for affirmation from the design architect that the project complies with FGI Guidelines.

(ii) **Each design element of the project that deviates from the FGI Guidelines is justified by specific stated reasons.**

Not applicable; the design of the expansion project will not deviate from FGI guidelines.

(5) Specialized Unit Design.

**An applicant shall administer a defined model of resident-centered care for all residents and, if serving a specialized target population (such as, Alzheimer’s, respiratory, post-acute rehabilitation) demonstrate that its proposed facility and unit design features will best meet the needs of that population. The applicant shall:**

(a) **Identify the types of residents it proposes to serve, their diagnostic groups, and their care needs;**

The Applicant cares for residents who have a wide variety of diagnoses, including Chronic Obstructive Pulmonary Disease (COPD), Congestive Heart Failure (CHF), diabetes, hypertension, muscle weakness, End Stage Renal Disease, and other age-related, chronic conditions that inhibit residents’ ability to perform daily living activities. The Applicant will continue to care for the same types of residents in its proposed expansion. **Exhibit 14** provides a copy of the current Facility Assessment.

(b) **If developing a unit to serve respiratory patients, demonstrate the ability to meet Office of Health Care Quality standards in COMAR 10.07.02.14-1; COMAR 10.07.02.24**

The above standard is not applicable. The new wing does not involve a Specialized Unit to serve respiratory patients.

(c) **If developing a unit to serve dementia patients, demonstrate the ability to meet Office of Health Care Quality standards and the most current FGI Guidelines.**

The above standard is not applicable. The new wing does not involve a Specialized Unit to serve dementia patients.

- (d) Demonstrate that the design of the comprehensive care facility is consistent with current FGI Guidelines and serves to maximize opportunities for ambulation and self-care, socialization, and independence. An applicant shall also demonstrate that the design of the comprehensive care facility promotes a safe and functional environment and minimizes the negative aspects of an institutional environment.**

The new wing does not involve a Specialized Unit. The design for the new wing is consistent with current FGI Guidelines and provides opportunities for ambulation, self-care, socialization, and independence.

The private resident rooms will provide an optimal environment for resident privacy, while the common dining and living areas will offer opportunities to engage in both scheduled programming, (facilitated by professional programming staff), and, non-scheduled social engagements, thus maximizing each resident's desire to interact with others and undertake purposeful activities. Each week, the resident program calendar includes programs that highlight social, spiritual, physical, purposeful, and intellectual activities.

To encourage ambulation and overall resident wellness, the new wing will be located near Hillhaven's state-of-the-art fitness gym, which was designed by rehabilitation professionals for residents of all abilities. The on-site rehab team offers daily wellness and exercise programming to maximize a resident's independence, improve function, and increase quality of life. In addition, nursing care staff receive training on how to encourage resident independence and ambulation, according to each resident's abilities and goals.

All resident plans of care incorporate resident choice and preference as a key part of the plan. Resident's choices dictate their schedule, with regard to dining, activities of daily living, morning and evening routines, programming, and other activities.

Dedicated staff will support the new unit. These staff will receive training to support modalities common to both short-term rehabilitation and long-term residents. The layout supports efficient nurse staffing ratios and places all new beds on the same level as other comprehensive care beds in the facility. Although Hillhaven management expects to have a dedicated staff in the new unit, the same-level design allows for easy movement within the community to other units, if shared staffing is ever required.

(6) Renovation or Replacement of Physical Plant.

**An applicant shall demonstrate how the renovation or replacement of its comprehensive care facility will:**

- (a) Improve the quality of care for residents in the renovated or replaced facility;**
- (b) Provide a physical plant design consistent with the FGI Guidelines; and**
- (c) If applicable, eliminate or reduce life safety code waivers from the Office of Health Care Quality and the Office of the Maryland State Fire Marshal.**

The proposed project involves minor renovation of the physical plant to provide connections to the new wing. All construction will meet FGI Guidelines. See additional quality improvements in (4)(b) above.

(7) Public Water.

**Unless otherwise approved by the Commission and the Office of Health Care Quality in accordance with COMAR 10.07.02.43, an applicant for a comprehensive care facility shall demonstrate that its facility is, or will be, served by a public water system that meets the Safe Drinking Water Act standards of the Maryland Department of the Environment.**

Prince George's County Water Plan currently serves Hillhaven, and it meets the Safe Drinking Water Act standards of the Maryland Department of the Environment. The new construction associated with the expansion project will access this same water source.

(8) Quality Rating.

- (a) An applicant shall demonstrate, at the time of letter of intent submission, that at least 70 percent of all the comprehensive care facilities owned or operated by the applicant or a related or affiliated entity for three years or more had an average overall CMS star rating of three or more stars in CMS's most recent five quarterly refreshes for which CMS data is reported.**
  - (i) If the applicant or a related or affiliated entity owns or operates one or more comprehensive care facilities in Maryland, the CMS star ratings for Maryland facilities shall be used.**

Please see **Exhibit 15** for the Applicant and related party's Star Rating at the time of the letter of intent for this project. Sterling Care Hillhaven has a Five Star Overall Rating and a five-star Quality Rating as of January 25, 2024.

**Exhibit 16** provides a new star rating summary associated with the updated LOI dated February 2024.

- (ii) **If the applicant or a related or affiliated entity does not own or operate comprehensive care facilities in Maryland, CMS star ratings for such facilities in the states in which it operates shall be used.**

Not applicable. See answer the response to 05A(8)(a)(i) above.

- (b) **An applicant that is an existing Maryland comprehensive care facility shall document, at the time of letter of intent submission, that it had an average overall star rating of three or more stars in CMS's most recent five quarterly refreshes for which CMS data is reported, unless the facility has been owned or operated by the applicant for fewer than three years.**

See Letter of Intent in [Exhibit 2](#). The applicant met this Requirement. It also met the requirement on the date of the revised letter of intent.

- (c) **An applicant shall demonstrate that it has an effective program of quality assurance functioning in each comprehensive care facility owned or operated by the applicant or a related or affiliated entity.**

Hillhaven is an existing comprehensive care facility with a 5-Star Overall Quality Rating in January 2024 according to Medicare Compare Nursing Homes. The proposed expansion project will be subject to the same policies and procedures already in place for the existing operation.

Sterling Care applies a standard quality assurance plan at all facilities that it manages, and the resultant star ratings are evidence of the effectiveness of these plans. Facilities in which applicant owners are passive investors have their own quality assurance programs. All of these are currently licensed by the state of Maryland and certified by CMS. None have had their license or certification suspended in the last five years.

- (d) **An applicant that has never owned or operated a comprehensive care facility shall demonstrate its ability:**

- (i) **To develop and implement a quality assessment and performance improvement plan, consistent with requirements of the Maryland Office of Health Care Quality; and**

- (ii) **To produce high-level performance on CMS quality measures.**

Standard 05A(8)(d) is not applicable. Sterling Senior Care Hillhaven is a CCF with quality assessment and improvement plans in place.

(9) Collaborative Relationships.

**An applicant shall document, by means of letters, for new applicants, and contracts, for existing facilities, its links with hospitals, hospice programs, home health agencies, assisted living providers, Adult Evaluation and Review Services, adult day care programs, and other community providers in the long term care continuum.**

The Applicant has established multiple collaborative relationships with other service providers to ensure accommodation of a wide variety of needs at the nursing facility; including Hospice, Radiology, Laboratory, Respiratory Therapy, Pharmacy, and Speech Therapy. See [Exhibit 17](#). Per advice from MHCC staff, the exhibit includes only key pages of contracts to minimize paper use.

(a) **An applicant shall demonstrate its commitment to effective collaboration with hospitals by documenting its successful efforts in reducing inappropriate readmissions to hospitals, improving the overall quality of care, and providing care in the most appropriate and cost effective setting. The demonstration shall include:**

(i) **Data showing a reduction in inappropriate hospital readmissions; and**

The following is for Sterling Care Hillhaven from Medicare Compare January 24, 2024.



(ii) **Data showing improvements in the quality of care and provision of care in the most appropriate setting.**

The CMS Medicare report in [Exhibit 16](#) demonstrates in its February 2024 CMS review, that Sterling Care Hillhaven's quality of care and provision of care is far above the state average.

- Among long-stay patients, no falls, urinary tract admissions or catheters left in bladders.



- No emergency department visits compared with a Maryland rate of 0.84 per 1,000 long stay residents and national risk adjusted rate of 1.19 per 1,000.
- 22.7 percent of short-stay residents (risk-adjusted) were re-hospitalized after a nursing home admission, lower than both the national 23 percent risk adjusted and close to the Maryland averages at 21.5 percent;
- 51.2 percent of short stay residents returned to home or community, which is better when compared to 49 percent nationally.
- 1.13 risk adjusted hospitalizations per 1,000 long-stay resident days, which compares well with national and Maryland averages at 1.84 and 1.33, respectively.
- 1.5 percent of long stay residents got antianxiety or hypnotic medication which is excellent when compared to national 19.4% and Maryland 14.5 percent.

**(b) An applicant shall demonstrate its commitment to providing an effective continuum of care by documenting its collaborative efforts with Medicare-certified home health agencies and hospices to facilitate home-based care following comprehensive care facility discharge and shall facilitate delivery of hospice services for terminally ill residents. The demonstration shall document that the applicant has:**

**(i) Planned for the provision of home health agency services to residents who are being discharged; and**

The Applicant currently initiates discharge planning for all residents upon admission and will continue to do so after construction is completed. Hillhaven offers home health agency services through Adventist Home Health and Amedisys Home Health, among others.

**(ii) Arranged for hospice and palliative care services, when appropriate, for residents who are being discharged.**

When appropriate, the Applicant currently arranges for hospice and palliative care services for residents being discharged; and will continue to do so after construction is completed. Hillhaven offers hospice and palliative care services through several agencies including:

- Holy Cross Hospice;
- Montgomery Hospice; and,
- Dr Geetha Chilakamarri, our palliative care physician.

## 10.24.01.08G(3)(B). NEED

**The Commission shall consider the applicable need analysis in the State Health Plan. If no State Health Plan need analysis is applicable, the Commission shall consider whether the applicant has demonstrated unmet needs of the population to be served, and established that the proposed project meets those needs.**

**INSTRUCTIONS:** Fully address the way in which the proposed project is consistent with any specific applicable need standard or need projection methodology in the State Health Plan.

*If the current bed need projection published by the MHCC based on the need formula in the State Health Plan does not project a need for all of the beds proposed, the applicant should identify the need that will be addressed by the proposed project by quantifying the need for all facility and service capacity proposed for development, relocation or renovation in the project.*

*If the project involves modernization of an existing facility through renovation and/or expansion, provide a detailed explanation of why such modernization is needed by the service area population of the nursing home. Identify and discuss relevant building or life safety code issues, age of physical plant issues, or standard of care issues that support the need for the proposed modernization.*

*Please assure that all sources of information used in the need analysis are identified and identify all the assumptions made in the need analysis with respect to demand for services, the projected utilization rate(s), and the relevant population considered in the analysis with information that supports the validity of these assumptions. The existing and/or intended service area population of the applicant should be clearly defined.*

*Complete the Statistical Projection (Tables D and E, as applicable) worksheets in the CON Table Package, as required. Instructions are provided in the cover sheet of the CON package. Table D must be completed if the applicant is an existing facility. Table E must be completed if the application is for a new facility or service or if it is requested by MHCC staff.*

The following section describes the service gaps that exist broadly across Prince George's County, facility constraints at Hillhaven, and how the proposed project will remedy these issues. Please refer to the Applicant's response to Part 1, Question 11.A.(2), pages 6 and 7 for additional information regarding need, and CON Tables D, E, and F on pages 50-66 for statistical information.

### State Health Plan Projected Need

In accordance with COMAR 10.24.20.06, the Maryland Health Care Commission ("MHCC") published a notice of jurisdictional bed need in 2019. In the public notice, MHCC projected a need for 32 CCF beds in Prince George's County. The proposed project is in response to the projected need published by MHCC. Please see [Exhibit 4](#) for the Bed Need in Prince George's County as published in the Maryland Register.

## Aging Population

Most nursing home residents are 75 and older<sup>4</sup>. In Maryland in 2021, 58.8 percent of all nursing home days were occupied by people aged 75 and older<sup>5</sup>. On the whole, the population of Prince George’s County is aging rapidly. Table 4 illustrates that the population 75 years of age and older will increase significantly by 2030. The 85 year and older population will almost double between 2020 and 2030 (Table 4).. By 2026, approximately 66,000 Prince George’s County residents will be 75 years of age or older .. As this demographic continues to increase, county need for CCF services will similarly increase.

**Table 3: Population Distribution, Prince George’s County, 2020-2030**

Age Group	2020	2025	2030	% Change (2020-2025)	% Change (2025-2030)
Under 65	785,048	775,246	766,308	-0.25%	-0.23%
65 to 74	78,533	88,497	95,181	2.42%	1.47%
75 to 84	34,686	45,839	56,288	5.73%	4.19%
85+	12,872	16,442	23,182	5.02%	7.11%
<b>Total</b>	<b>911,139</b>	<b>926,024</b>	<b>940,959</b>	<b>0.32%</b>	<b>0.32%</b>

Source: <https://planning.maryland.gov/MSDC/Pages/projection/projectionsbytopic.aspx>

## Prince George’s County Resident’s Need for Increased Access to Comprehensive Care Facility Services

The purpose of the proposed project is to increase the availability and accessibility of comprehensive care services to the residents of Hillhaven’s service area, which includes Prince George’s County and nearby Montgomery County.

Hillhaven conducted a need analysis (Exhibit 18). Using reported 2021 CCF use rates by age group for Prince George’s County, accounting for 16 percent in-migration and Prince George’s population growth over the next several years. Hillhaven estimated an increase of 32,051 CCF patient days needed in Prince George’s County between CY2020 and CY2028 (Exhibit 18, Step 11). This translated to a projected net bed need of 185 additional beds in Prince George’s County by 2028 (Table 5 below, and Exhibit 18, Step 15). This forecast assumes an 88 percent occupancy rate for all available beds, which is reasonable in the current environment. It is virtually impossible to operate a CCF nursing home at the state plan standard of 95 percent occupancy; even 88 percent is difficult to sustain as more residents become short stay.

<sup>4</sup> Centers for Disease Control and Prevention. *Long-Term Care Providers and Services Users in the United States, 2015-2016*. Vital and Health Statistics, Series 3, Number 43, page 19.

<sup>5</sup> “MHCC Comprehensive Care Routine Reports All Tables 11.14.22, Table 1.11,

The methodology also assumes that the inventory of available County CCF beds is 2,666, the number reported available in 2022. This count is from Maryland 2022 Medicaid Cost Report summary of Comprehensive Care beds and was provided to Hillhaven by Judy Schiavi, CPA, who assists in preparation of Maryland Medicaid Cost reports. That summary in **Exhibit 19** differs from the 2020 MHCC Long Term Care Survey. The LTC survey in **Exhibit 20** includes two facilities that do not offer CCF beds, and it reports extra beds at Sacred Heart, Hyattsville. Sacred Heart reports 44 beds on CMS Medicare Compare, not 107, as noted on the MHCC LTC Survey Report.

The following analysis assumes the Maryland Medicaid Cost Report CF bed inventory and keeps it constant from 2022 forward. The table illustrates a growing need for CCF beds in Prince George’s County.

**Table 4: Projected CCF Bed Need in Prince George’s County, 2020-2028**

		2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>a</b>	<b>Gross Bed Need</b>	2,549	2,102	2,343	2,420	2,502	2,587	2,670	2,758	2,851
<b>b</b>	<b>Current CCF Bed Inventory</b>	2,969	2,973	2,666	2,666	2,666	2,666	2,666	2,666	2,666
<b>c</b>	<b>Net Bed Need (surplus)</b>	(420)	(871)	(323)	(246)	(164)	(79)	4	92	185

Note: Excerpt from **Exhibit 18**, Steps 12-15, which contains all sources and calculations for the above table.

Notes:

- a. Forecast patient days / occupancy rate of 88% / 365
- b. Maryland Medicaid Cost Report Summary 2022.
- c. a - b

**Table 5: Average Annual CCF Occupancy Rates, Prince George’s and Adjacent Counties, FY2020**

County	Average Annual Occupancy (%)	Rank
St. Mary’s	87.18	1
Charles	83.55	2
Howard	81.2	3
Prince George’s	81.08	4
Montgomery	77.82	5
Anne Arundel	77.67	6
Calvert	76.93	7

Source: MHCC Average Annual Bed Occupancy Rate and Average Annual Number of Licensed Nursing Home Beds by jurisdiction and Region: Maryland, Fiscal Years 2014-2020 Table 1.4

As shown in Table 6 above and **Exhibit 21**, Prince George’s and its’ surrounding counties operated at an average capacity of 81 percent and higher. In 2020, 3,534, over 34 percent, of Prince George’s County residents’ CCF admissions occurred in other counties (see Table 7). This trend has been consistent for the past three years.

**Table 6: Prince George’s County Resident CCF Migration Patterns, Admissions, 2017-2020**

Year	Total Prince George’s Resident Admissions	In Prince George’s County	Outside of Prince George’s County	Percent Outmigration
2017	10,105	6,401	3,704	36.7%
2018	10,098	6,580	3,518	34.8%
2019	10,401	6,867	3,534	34.0%
2020				
3-Yr Average	10,201	6,616	3,585	35.1%

Source: Data obtained through special request to MHCC, received 12.11.20 from Sandy Biddinger

Note: Requested but did not receive 2020 data.

The amount of outmigration in Prince George’s County may also represent an unmet need for more CCF beds.

In 2020, Prince George’s County had only 62 beds CCF beds per 1,000 population over the age of 75, down from 67 in 2018<sup>6</sup>. This ranks Prince George’s at 15 among Maryland’s 23 counties<sup>7</sup>. In comparison, Maryland had 70 beds per 1,000 population over the age of 75,<sup>8</sup>. Under-supply of CCF beds may result in longer hospital stays for people75+. The proposed project is a step towards improving the supply of CCF beds in Prince George’s County. The proposed project will add 32 beds to Hillhaven’s service area, alleviating the need for some residents to enter CCFs distant from their homes and support systems.

Lack of Private Rooms

Only a limited number of private rooms are available across nursing homes in Prince George's County. As of 2021, 27 percent of Prince George’s nursing home (CCF) beds are private (814/2,973\*100; see Table 8 below). Hillhaven currently operates with only ten private rooms. Note that this report includes beds that are not CCF beds. It is for illustrative purposes only.

<sup>6</sup> “MHCC Comprehensive Care Routine Reports 7.6.2020, Table 1.8

<sup>7</sup> Ibid.

<sup>8</sup> Ibid.

**Table 7—Prince George’s County Nursing Home Beds by Room Type**

Facility Name	Private Room Beds	Semi-Private Beds	Triple-Room Beds	Quad-Room Beds	Total Beds	Percent Private Beds
Hillhaven Assisted Living Nursing & Rehabilitation	10	56	0	0	66	15.2%
Riderwood Village	117	0	0	0	117	100.0%
Sacred Heart Home, Inc.(a)	96	6	0	0	102	94.1%
Cadia Healthcare of Hyattsville(b)	224	56	0	0	280	83.0%
Collington Episcopal Life Care Community	34	10	0	0	44	77.3%
Doctors Community Rehabilitation and Patient Care	86	44	0	0	130	66.2%
FutureCare at Capital Region	82	68	0	0	150	54.7%
Villa Rosa Nursing Home	57	50	0	0	107	53.3%
Patuxent River Health and Rehabilitation Center	15	102	36	0	153	9.8%
Largo Nursing and Rehab Center	11	92	27	0	130	8.5%
Autumn Lake Health Care at Cherry Lane	13	70	72	0	155	8.4%
Hyattsville Rehab Center	12	136	12	0	160	8.1%
Clinton Healthcare Center	8	136	111	12	267	6.7%
FutureCare-Pineview	9	120	39	12	180	5.0%
Fort Washington Health Center	6	96	0	48	150	4.0%
Autum Lake Healthcare at Bradford Oaks	6	174	0	0	180	3.3%
Genesis Larkin Chase Nursing and Restorative Center	8	112	0	0	120	3.0%
Crescent Cities Center	24	126	0	0	150	2.9%
Forestville Health & Rehabilitation Center	1	68	93	0	162	0.6%
Adelphi Nursing and Rehabilitation Center - Adelphi	1	64	105	0	170	0.6%
<b>Total</b>	<b>814</b>	<b>1592</b>	<b>495</b>	<b>72</b>	<b>2,973</b>	<b>27.1%</b>
<b>Average</b>	<b>41</b>	<b>80</b>	<b>25</b>	<b>4</b>	<b>149</b>	<b>27.3%</b>

Source: 2021 Maryland Long Term Care Survey

**Note:** See *Exhibit 21* for a map of all CCFs in Prince George’s County

- a. Sacred Heart reports only 44 beds on CMS Compare
- b. Cadia changed names to Completer Care at Hyattsville and reported only 270 beds to CMS.
- c. Two of these facilities are CCRCs that do not accept admissions from the general public or provide care to Medicare and Medicaid patients. (Collington Episcopal Life Care Community and Hyattsville Rehab Center)

The Applicant proposes to add 32 CCF beds to its existing 66-bed CCF facility. At project end, Hillhaven will have 98 beds: 44 in private rooms and 54 in semi-private, double occupancy rooms. (See Tables 1 and 2 in Part I, Question 11.A(1), on page 6 of this application).

Research has long supported the use of private rooms in the delivery of health care, both in hospitals and skilled nursing and rehabilitation facilities. At project completion, 45 percent of Hillhaven’s beds will be private occupancy, which is well above average in Prince George’s County (Table 8). This will help to minimize infection rates and dignity to promote well-being and independence.

Prince George’s County residents will benefit from additional private nursing home beds and the correlated possibility for improved outcomes, such as better infection control and increased privacy.

Increasing the total number of beds will improve accessibility to comprehensive care for Prince George’s County and nearby residents. Furthermore, with additional private rooms, Hillhaven will help to reduce gaps between licensed beds and actual beds available when resident care requires that multi-occupancy rooms be used as single occupancy.

## Facility Constraints

### Hillhaven Clinical Services Needs

The proposed project will allow Hillhaven to increase safety protocols associated with COVID-19, and other communicable diseases. Among these protocols are quarantines for new admissions. COVID-19 distancing requirements allow only one person per room. In high-COVID days, many semi-private rooms cannot be used to full capacity. Expanding the number of private beds will allow Hillhaven to operate more efficiently and serve more residents. For additional rationale, see response to Part I, Question 11.A.(2), pages 6-7 of this application.

### Inadequate Physical Plant to Meet Growing Resident Needs

Table 9 shows Hillhaven’s projected admissions, by county, for its’ first three project years. See [Exhibit 21](#) for a map illustrating historical patient origin 2024.

**Table 8: Hillhaven Projected Residents by County, First Three Full Project Years**

County	2025	2026	2027
Prince Georges	190	261	261
Montgomery	30	41	41
Howard	4	5	5
Charles	4	5	5
Total Admissions	227	312	312

Notes: See [Exhibit 18](#) for the entire methodology used to forecast these admissions.

*Assumptions:*

1. Hillhaven percent distribution of patient origin will remain constant through 2027.
2. Hillhaven is an established provider within the community. Its referral sources and market penetration will not change with the small increase in beds relative to total capacity. It is therefore reasonable to assume that resident patterns will remain constant.

Table 9 above shows that Hillhaven forecasts an expansion of total annual residents from 227 in 2025, to 312 by 2027, a net gain of 85 residents. In 2019, Hillhaven operated at almost 90 percent occupancy (see CON Table F, line 5g). It served 345 residents in 2022. With new COVID-19 restrictions, and few private rooms, Hillhaven expects to serve 210 residents in 2024. The proposed project will allow Hillhaven to accommodate the increase in admissions demonstrated in Table 9 above.

### Improving Standard of Care

The new, spacious, better-equipped rooms will better accommodate dialysis and respiratory therapy equipment.

The proposed project will improve resident satisfaction and standard of care in the following ways:

- Increasing resident privacy will enhance Hillhaven residents' experience and interaction with their friends and family, once visits can be accommodated safely;
- Enhancing resident comfort; and,
- Decreasing risk of nosocomial infections and adverse outcomes.

These quality-of-care improvements will support Hillhaven's success. Hillhaven will continue to operate as a high quality, 5-star, comprehensive care provider for CMS sponsored initiatives.



### **10.24.01.08G(3)(c). ALTERNATIVES TO THE PROJECT.**

The Commission shall consider the alternative approaches to meeting the need identified for the project that were considered by the applicant in planning the project and the basis for the applicant's choice of the project among considered alternatives. In a comparative review of applications within the same review cycle, the Commission shall compare the costs and the likely effectiveness of alternative projects in meeting identified needs, improving the availability and accessibility of care, and improving the quality of care.

***INSTRUCTIONS:** Please describe the planning process that was used to develop the proposed project. This should include a full explanation of the primary goals or objectives of the project, or the problem(s) being addressed by the project. It should also identify the alternative approaches to achieving those goals or objectives or solving those problem(s) that were considered during the project planning process, including the alternative of the services being provided by existing facilities.*

*For all alternative approaches, provide information on the level of effectiveness in goal or objective achievement or problem resolution that each alternative would be likely to achieve and the costs of each alternative. The cost analysis should go beyond development cost to consider life cycle costs of project alternatives. This narrative should clearly convey the analytical findings and reasoning that supported the project choices made. It should demonstrate why the proposed project provides the most effective goal and objective achievement or the most effective solution to the identified problem(s) for the level of cost required to implement the project, when compared to the effectiveness and cost of alternatives including the alternative of providing the service through alternative existing facilities, or through an alternative facility that has submitted a competitive application as part of a comparative review.*

### **Planning Process and Goals**

The Applicant's planning process considered operational efficiency and modernization of the facility in cooperation with a team consisting of owners and project architects. A prior owner began investing in Hillhaven facility infrastructure and support space improvement in 2016, expanding support areas and improving resident room amenities. The goal of expanding the facility involved an evaluation of:

- Resident demand, current and projected;
- Site constraints;
- Sustainable occupancy within the reality of alternative facilities in the market;
- Infrastructure capacity; and,
- Capital efficiency.

This resulted in a project goal of increasing facility private room capacity within the constraints of site, capital, market, and MHCC bed need opportunities.

When MHCC announced a 32 SNF bed need in the Maryland Register on December 1, 2023, the Applicant filed letters of intent to apply by the required December 6, 2023, deadline. After consultation at the pre-application conference and later, the applicant revised its Letter of intent to 32 beds on February 23, 2024.

For CON purposes, the primary goal of the project is to increase Prince George's County CCF capacity, especially in private rooms.

Hillhaven evaluated several alternative options to achieve these goals within the constraints it had previously identified.

## Let the Identified Need Stand

Occupancy in Prince George's County CCFs averaged 81 percent in 2020 and 89 percent the year before (Table 6, page 38). The county is beginning to recover from the COVID-induced drop in occupancy. In a growing county, where most of the CCF beds are in multiple-occupancy rooms, leaving the status quo is unresponsive to the market. In- and outmigration statistics on a county level reflect the reality of Prince George's County geography. Densely populated sectors of Montgomery County and the District of Columbia border Prince George's County. Moreover, Hillhaven's Adelphi location is near both borders. Montgomery County facilities have little capacity to absorb the growing Prince George's need. Montgomery reported 84.6 percent occupancy in 2018<sup>9</sup>. The Prince George's County aging population is described in detail in COMAR 10.24.01.08G(3)(b), Table 4, on page 37 of this application.

## Apply for 32 New Beds

Building a new bed addition is far more cost effective than a full replacement facility. The existing Hillhaven plant is in good condition and has many more years of useful life.

With only 10 private beds available, Hillhaven cannot accommodate all patients who need care. When the private beds are full, new patients may have conditions that make admission to a semi-private room unacceptable.

COVID-19 highlighted the importance of private room accommodations for infection control. Presently, there are several diagnoses that require isolation for a resident such as MDRO's (Multi Resistant Organisms), droplet and airborne precautions such as Influenza, RSV, COVID and C-diff (Clostridium difficile) and norovirus. Therefore, in the event a resident becomes RSV positive, we need to ensure that the resident remains in a private room and therefore, oftentimes, we would need to move a roommate to another room.

Further, anyone admitted to the facility with an RSV diagnosis would require admission to a private room. During seasonal infectious disease spikes, when demand is high, new admissions exceed quarantine set aside capacity, and private rooms are occupied, Hillhaven must take one semi-private bed out of service for each additional quarantine resident. This occurs in every nursing home and effectively reduces true bed availability in the county and results in longer stays in acute care hospitals as well as delays for community admissions.

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<sup>9</sup> MHCC Average Annual Bed Occupancy Rate and Average Annual Number of Licensed Nursing Home Beds by Jurisdiction and Region; Fiscal Years 2016-2018; Maryland Register Volume 47, Issue 12, Friday June 5, 2020

This pandemic will pass, but the design provides the facility with more private room capacity to absorb infectious patients. During seasonal infectious disease spikes, when demand is high, new admissions exceed quarantine set aside capacity, and private rooms are occupied, Hillhaven must take one semi-private bed out of service for each additional quarantine resident. This occurs in every nursing home and effectively reduces true bed availability in the county and results in longer stays in acute care hospitals as well as delays for community admissions.

In the first project year, the proposed project will increase Hillhaven's private bed capacity from 10 to 44 beds. (Please refer to Part I, Question 11.A(1) on page 6 of this application.)

### **Apply for Authorization to Implement "Waiver Beds"**

Under COMAR 10.24.01.02A(3)a, an existing CCF may increase capacity by 10 beds or 10 percent (whichever is less), at two-year intervals, without CON approval. By this standard, Hillhaven could add seven beds ( $66 \text{ current beds} * 10\% = 7 \text{ beds}$ ) next year. The staging cost for new construction is significant. Building in increments of seven beds means that each new construction project would have higher than necessary construction cost per square foot. It would take more than ten years, including statute required wait times and construction, to achieve just a 16-bed addition. Each bed increment would involve new staging costs, and the approach would result in extra years of disruptive construction on this small site.

The "waiver" bed construction option is far less cost effective than the proposed project.

The proposed project will allow Hillhaven to add 32 beds in a span of two years. Considering how long it would take to implement the equivalent amount of "waiver" beds and the increasing demand for private CCF beds and services, the Applicant deemed the waiver bed option less effective than the proposed project.

The proposed project builds 34 bedrooms at a capital cost of \$7,500,000. This is \$220,588 per room. The project involves more than new room construction. It will reduce the number of resident rooms in which more than two persons share a toilet, increase privacy and infection control for the entire facility. The operating forecast in CON Table G, on page 67 of this application indicates that uninflated operating per day will go down in the second operating year (CY2026) and stay down.

The proposed project provides the most effective and efficient way to achieve Hillhaven's primary goal of increasing access to comprehensive care services.

### 10.24.01.08G(3)(D). PROJECT FINANCIAL FEASIBILITY AND FACILITY OR PROGRAM VIABILITY

The Commission shall consider the availability of resources necessary to implement the project and the availability of revenue sources and demand for the proposed services adequate to ensure ongoing viability and sustainability of the facility to be established or modified or the service to be introduced or expanded.

**INSTRUCTIONS:** Please provide a complete description of the funding plan for the project, documenting the availability of equity, grant(s), or philanthropic sources of funds and demonstrating, to the extent possible, the ability of the applicant to obtain the debt financing proposed. Describe the alternative financing mechanisms considered in project planning and provide an explanation of why the proposed mix of funding sources was chosen.

- Complete applicable Revenue & Expense Tables and the Workforce and Bedside Care Staffing worksheets in the CON Table Package, as required (Tables H and I for all applicants and Table F for existing facilities and/or Table G, for new facilities, new services, and when requested by MHCC staff). Attach additional pages as necessary detailing assumptions with respect to each revenue and expense line item. Instructions are provided in the cover sheet of the CON package and on each worksheet. Explain how these tables demonstrate that the proposed project is sustainable and provide a description of the sources and methods for recruitment of needed staff resources for the proposed project, if applicable. If the projections are based on Medicare percentages above the median for the jurisdiction in which the nursing home exists or is proposed, explain why the projected Medicare percentages are reasonable.
- Audited financial statements for the past two years should be provided by all applicant entities and parent companies to demonstrate the financial condition of the entities involved and the availability of the equity contribution. If audited financial statements are not available for the entity or individuals that will provide the equity contribution, submit documentation of the financial condition of the entities and/or individuals providing the funds and the availability of such funds. Acceptable documentation is a letter signed by an independent Certified Public Accountant. Such letter shall detail the financial information considered by the CPA in reaching the conclusion that adequate funds are available.
- If debt financing is required and/or grants or fund raising is proposed, detail the experience of the entities and/or individuals involved in obtaining such financing and grants and in raising funds for similar projects. If grant funding is proposed, identify the grant that has been or will be pursued and document the eligibility of the proposed project for the grant.
- Describe and document relevant community support for the proposed project.
- Explain how the applicant will be able to implement the project in compliance with those performance requirements. Explain the process for completing the project design, obtaining State and local land use, environmental, and design approvals, contracting and obligating the funds within the prescribed time frame. Describe the construction process or refer to a description elsewhere in the application that demonstrates that the project can be completed within the applicable time frame(s).

See the following paragraphs for a response.

Required Excel Sheets are included on pages 55 through 74 of this application.

Audited financial statements are not available. However, **Exhibit 22** contains a letter from Pease Bell CPAs attesting to the financial capacity of the applicants to provide the equity amount required for this project. **Exhibit 23** contains a letter from Jonathan Grenier, authorized signatory of Forbright Bank, agreeing to provide 80 percent of the required financing.

Community support and endorsements for the project are included in **Exhibit 24**. The applicant will also be contacting local residential communities Hillendale Gardens, Powder Mill Estates, Cherry Glen, homes on Pleasant Valley, and just to the south along Powder Mill Road as part of its Zoning request. See email in **Exhibit 25**.

See page 11 for applicants proposed alternative timetable for completing this project. Design documents are already in preparation and the applicant has begun working on permits and zoning approvals for Prince George's County. Funds are committed and available and the applicant has identified a contractor, AEG Contracting, Inc., which is willing to complete the construction. Sterling Care Hillhaven is already licensed; and management is familiar with processes for adding beds to an existing license.

#### **10.24.01.08G(3)(E). COMPLIANCE WITH CONDITIONS OF PREVIOUS CERTIFICATES OF NEED.**

***An applicant shall demonstrate compliance with all terms and conditions of each previous Certificate of Need granted to the applicant.***

**INSTRUCTIONS:** List all of the Maryland Certificates of Need that have been issued to the project applicant, its parent, or its affiliates or subsidiaries over the prior 15 years, including their terms and conditions, and any changes to approved Certificates that needed to be obtained. Document that these projects were or are being implemented in compliance with all of their terms and conditions or explain why this was not the case.

The Applicant, its parent, affiliates or subsidiaries have not filed any Maryland Certificates of Need in the past 15 years.
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### 10.24.01.08G(3)(F). PROJECT IMPACT.

The Commission shall consider the impact of the proposed project on the costs and charges of existing providers of the facilities and services included in the project and on access to those facilities and services in the service area of the project.

**INSTRUCTIONS:** Please provide an analysis of the impact of the proposed project. Please assure that all sources of information used in the impact analysis are identified and identify all the assumptions made in the impact analysis with respect to demand for services, payer mix, access to service and cost to the health care delivery system including relevant populations considered in the analysis, and changes in market share, with information that supports the validity of these assumptions. Provide an analysis of the following impacts:

**a) On the volume of service provided by all other existing health care providers that are likely to experience some impact as a result of this project;**

The applicant does not expect this project to affect the volume of service provided by other existing nursing homes in Prince George's County. First, the applicant is requesting no more beds than MHCC published as needed in Prince George's County.

Second, the need analysis beginning on page 35 of this application confirms a deficit of CCF beds in the county starting in 2025 or 2026. As illustrated in the need forecast in [Exhibit 18](#), at current use rates, Prince George's County will have a shortfall in available versus needed beds. This is the result of a fast-growing population over age 75 in this county, and reduction in number of CCF beds available to the general public.

And finally, some CCF beds in Prince George's County are less accessible because they are in rooms with more than two occupants. According to the MHCC LTC Survey for 2021, 19 percent or 567 of the county's CCF beds were in rooms with three or more occupants. Configuration of beds plays a much larger role in bed availability than it did pre-pandemic. The MHCC LTC report overstates CCF bed supply, but the relative proportion of private rooms is still low.

Hillhaven is the second smallest facility in the county. With only 66 beds, its flexibility to accommodate a variety of patients' needs is limited.

**b) On the payer mix of all other existing health care providers that are likely to experience some impact on payer mix as a result of this project. If an applicant for a new nursing home claims no impact on payer mix, the applicant must identify the likely source of any expected increase in patients by payer.**

With addition of the proposed beds, the applicant will increase the percentage and number of Medicaid patients served at Sterling Care Hillhaven. However, rather than affecting the payor mix at other nursing homes in the county, the proposed bed increase may reduce Medicaid length of stay at acute care hospitals in Prince George's and other nearby counties. Presently, patients are staying longer in acute beds, because hospitals cannot find placements. See letters of support from Adventist White Oak Medical Center in [Exhibit 24](#).

**c) On access to health care services for the service area population that will be served by the project. (State and support the assumptions used in this analysis of the impact on access);**

Sterling Care Hillhaven accepts all payer groups, and people of any religion, race, ethnic or gender orientation. The only barriers to admission are the facility's capacity to accommodate clinical needs or the need for private accommodations. The proposed project will address those barriers. Thus, the proposed project will increase access to the service area population. According to the MHCC LTC Survey summary for 2021, only 27 percent of Prince George's County CCF beds were in private rooms. Some of those are in Continuing Care Retirement Communities ("CCRC"), which are not available to the general public.

**If the applicant is an existing nursing home, provide a summary description of the impact of the proposed project on costs and charges of the applicant nursing home, consistent with the information provided in the Project Budget, the projections of revenues and expenses, and the work force information.**

The construction has no impact on most charges. Those are set by third party payors.

Worksheet F shows the impact of the project on costs and charges at Sterling Care Hillhaven.

## 10.24.01.08G(3)(G) HEALTH EQUITY

**The Commission shall consider how a proposed project will address health care disparities in availability, accessibility, and quality of care among different populations within the service area. The Commission shall consider how social determinants of health within the service area of the proposed project create disparities in the delivery of health care.**

*INSTRUCTIONS: In evaluating proposed projects for health equity, the Commission will scrutinize the project's impact on health care disparities and social determinants within the service area. Health equity involves the fair distribution of resources and opportunities, ensuring individuals, regardless of background, have the chance to achieve their highest level of health. It further encompasses addressing disparities and systemic barriers that affect different populations.*

*With health equity in mind, the applicant shall identify the specific medically underserved area(s)/group(s)<sup>10</sup> within the designated service area and outline how the proposed project will address the unique health needs and quality of care for each identified group.*

*Applicants are expected to furnish a detailed overview of their organization's expertise and experience in health care access and service delivery. Emphasis should be placed on highlighting any relevant background that underscores the organization's commitment to equitable health care. This encompasses efforts to integrate implicit bias and cultural competency training within the health facility and among current staff members.*

*Please provide a comprehensive account of how the applicant planned with the community during the preparations for this project and how it will continue to engage with the community. Include a description of any specific initiatives and programs aimed at improving community well-being that are relevant to the proposed project. If applicable, the applicant should acknowledge any unintended barriers caused by the project that may have been identified through community discourse and propose proactive solutions to mitigate and rectify potential issues.*

### Hillhaven History of Resident Diversity

The Facility Admission report in **Exhibit 14** provides evidence of commitment to resident diversity and the track record to date shows that Sterling Care Hillhaven residents align closely with the county Census profile. The exhibit also includes Sterling Care Hillhaven's Cultural Competency Assessment Form.

#### US Census Profile of Prince George's County

According to US Census Quick Facts, online, Prince George's County population is racially and ethnically diverse.

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<sup>10</sup> According to HRSA, medically underserved populations and areas are identified as those which lack access to primary care services. These groups may face economic, cultural, or language barriers to health care. Some examples include People experiencing homelessness, people who are low-income, people who are eligible for Medicaid, Native Americans and other historically disadvantaged populations of color, migrant farm workers, etc.

(<https://bhwh.hrsa.gov/workforce-shortage-areas/shortage-designation#mups>)



Race and Hispanic Origin	
White alone, percent	27.0%
Black or African American alone, percent (a)	64.1%
American Indian and Alaska Native alone, percent (a)	1.4%
Asian alone, percent (a)	4.4%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.2%
Two or More Races, percent	2.9%
Hispanic or Latino, percent (b)	20.9%
White alone, not Hispanic or Latino, percent	11.4%
Population Characteristics	
Veterans, 2018-2022	53,003
Foreign born persons, percent, 2018-2022	24.1%

Source: US Census Quick Facts, Prince George’s County, Maryland

### Hillhaven Senior Care

Hillhaven Admission Policy is clear. The facility does not discriminate on the basis of race, culture or gender. See Admission Policy in [Exhibit 27](#). Residents of Sterling Care Hillhaven in January 2024 reflect this diversity. In January 2024 residents had the following profile

Race	Number of Residents	Percent
White	21	36.8%
Black or African American	31	54.4%
Asian	4	7.0%
American Indian	1	0.2%
Total	57	98.4%

Numbers do not total 100%oot because decimals are rounded

### Hillhaven Approach to Community Engagement and Resident Cultural Needs

As a healthcare company, Sterling Care Hillhaven understands the importance of effective community engagement and of ensuring the well-being of the communities we serve.

While preparing for this project, we have actively engaged with the community in various ways. First, we conducted thorough needs assessments to identify the specific health care needs and challenges faced by the target population. Sterling Care followed up and verified findings. This involved collaborating with local organizations, community leaders, and local hospitals to gain insights into the needs and preferences of the community. Sterling Care Hillhaven is reaching out to local residential buildings in Prince George’s County:

- Hillendale Gardens-zoning – coop owners
- Powder Mill Estates
- Cherry Glen

Sterling Care’s policy regarding health equity is the attainment of the highest level of health for all people, where everyone has a fair and just opportunity to attain their optimal health regardless of race, ethnicity, disability, sexual orientation, gender identity, socioeconomic status, geography, preferred language and other factors that affect access to care and health outcomes.

To that end, this project will expand the Sterling Care Hillhaven facility by 32 beds. With more beds, Hillhaven will have more capacity for the growing Medicaid population in the State of Maryland. Sterling Care has a designated director in each facility to assist our residents with obtaining and applying for Medicaid. We have found that Medicaid beneficiaries are common among persons applying for beds, and the increased number of beds will give the facility more flexibility to absorb Medicaid and Medicaid pending residents. (A Medicaid-pending resident is a person accepted without charge because they appear to qualify for Medicaid. Until Medicaid status is confirmed, the person is classified as “Medicaid pending.”) We also have a designated person on the corporate level to assist with obtaining Medicaid for those residents in need.

Sterling Care has many staff members who are fluent in languages other than English, such as Spanish, Russian, Creole, Tagalog, Hungarian and Patwa to name a few. In the event that residents face additional language barriers, Sterling Care has access to language lines and language boards to assist residents and their families.

To ensure ongoing community engagement, we have implemented several initiatives and programs aimed at improving community well-being. These include organizing health education workshops, hosting support groups, and facilitating access to healthcare resources. Additionally, we have established partnerships with local clinics, hospitals, and social service agencies to provide comprehensive care options and referrals.

In terms of proactive solutions, when identified barriers or issues arise, we promptly take action to mitigate and rectify them. We are committed to continuously improving our services based on community input. Our project team and staff members undergo cultural competency training, which helps to ensure that community members receive culturally sensitive and appropriate care.

Moving forward, we will continue to engage with the community through ongoing communication channels such as community forums, newsletters, and social media platforms. We value transparency and strive to keep the community informed about our initiatives, programs, and any changes that may affect their access to equitable health care.

In conclusion, our nursing home company is committed to promoting equitable health care and improving the well-being of underserved populations. Our thorough community engagement efforts, initiatives, and proactive approach to addressing barriers reflect our commitment to providing the highest quality of care possible.

Thank you again for considering our application. We look forward to the opportunity to further discuss our plans and contributions towards advancing equitable health care.

## **Removal of Existing Barriers**

The limited number of private rooms is the largest barrier to accommodating community need. Gender, cultural practices and preferences, as well as infection control and opportunities for private conversations with social and clinical visitors are all made easier with addition of private rooms. That feature alone will make a major contribution to access in Prince George's County. In 2021, according to the Maryland Long Term Care Survey, only 27.4 percent (814) of Prince George's reported 2,973 licensed nursing facility beds were in private rooms. Some facilities had only one or two private rooms. Note that the county actually has only 2,666 CCF beds. Some beds in these facilities are CCRC's that do not accept residents from outside the CCRC community. Some beds are out of service, and some are assisted living.

### 10.24.01.08G(3)(H) CHARACTER AND COMPETENCE.

INSTRUCTIONS: In evaluating proposed projects for Character/Competence, the Commission will review the information provided in response to Part III of the application and look for a detailed narrative response highlighting any past issues and how any issues have now been corrected or addressed. If there have not been any past issues please include in your narrative any history that has been a positive reflection of character/competence. The response should include, at minimum:

- **names/addresses of all owners and individuals responsible for the proposed project and its implementation. This includes any person with 5% or more ownership interest in the real property, bed rights or operations of the facility**

Please see response to Part I of this application, page 1, and [Exhibit 1](#). No party in the “investor” group owns more than 5%.

- **for each individual identified disclose any involvement in the ownership, development, or management of another health care facility**

[Exhibit 8](#) provides ownership interests of Sterling Care Hillhaven’s owners today and in the past.

- **for each individual and facility identified disclose if any license has been suspended or revoked, or been subject to any disciplinary action (such as a ban on admissions) in the last 5 years**

No licenses have been revoked or suspended. [Exhibit 28](#) lists disciplinary actions involving G and IJ findings (“harm”) associated with currently owned facilities in the last 5 years.

In fact, the most recent assessment of Sterling Care Hillhaven in May 2022, found no harm deficiencies. See [Exhibit 29](#) for detail.

- **for each individual and facility identified disclose inquiries in the last from 10 years from any federal (CMS) or state authority (OHCQ), or other regulatory body regarding possible non-compliance with any state, or federal requirements for the provision of, the quality of, or the payment for health care services that have resulted in actions leading to the possibility of penalties, admission bans, probationary status, or other sanctions**

Two facilities no longer owned: Lynwood Manor and Pawtucket Falls had “harm” penalties. Neither had any license suspensions nor ban on admissions. Jeff Kagan and Nathan Jakobovits were briefly passive owners of Pawtucket Falls in Rhode Island. CMS imposed a temporary suspension of payments in 2022. The managers resolved the problems; CMS resumed payments and both Jeff and Nathan divested ownership of this facility in January 2024.

[Exhibit 9](#) lists inquiries from CMS or OHCQ regarding possible non-compliance related to patient harm for the past 10 years. It is difficult to operate a nursing home without some deficiencies.

- **Positive Features of Sterling Care and its Owners**

Prior questions emphasize deficiencies. However, Sterling Care and its principals, Jeff Kagan and Nathan Jakobovits are active members of Maryland long-term care volunteer organizations that focus on improving the care environment.

Letters of support endorsing the project and Sterling Care quality are contained in **Exhibit 24**. **Exhibit 3** provides the history of the company and its owners. Maryland health care providers have formally recognized the company and its facilities for dependable high-quality care. **Exhibit 26** provides copies of awards received in the past five years.

Sterling Care has a clinical affiliation agreement with **Frostburg University Nursing Program**. Students from Frostburg are invited to participate in clinical training in Sterling Care facilities. This requires extra effort on the part of Sterling Care staff. However, the company is committed to the long-term value of increasing the number of nursing graduates who will pursue careers in post-acute care and specifically, comprehensive care facilities. The arrangement also gives Sterling Care the opportunity to recruit the best among these students to its own workforce.

Sterling Care nurses also act as Clinical Supervisor/Designated Practitioner (student preceptors) for **George Washington University** nursing students.

- **disclose if any owners and individuals responsible for the project have identified above have ever pled guilty to or been convicted of a criminal offense in any way connected with the ownership, development, or management of the applicant facility or any of the health care facilities**

No owners or individuals responsible for the project have ever pled guilty to or been convicted of a criminal offense in any way connected with the ownership, development, or management of the applicant facility or any of the health care facilities

## **CON TABLE PACKAGE FOR NURSING HOME (CCFS) APPLICATIONS**

## CON TABLE PACKAGE FOR NURSING HOME (CCFs) APPLICATIONS

Name of Applicant: Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven

Date of Submission: February 27, 2024

**Applicants should follow additional instructions included at the top of each of the following worksheets. Please ensure all green fields (see above) are filled.**

<u>Table</u>	<u>Table Title</u>	<u>Instructions</u>
<b>Table A</b>	<b>Bed and Room Inventory</b>	All Comprehensive Care facility applicants must complete Table A regardless of the project type and scope.
<b>Table B</b>	<b>Construction and Renovation Square Footage</b>	All applicants proposing new construction or renovation must complete Table B.
<b>Table C</b>	<b>Project Budget</b>	All applicants, regardless of project type or scope, must complete Table C.
<b>Table D</b>	<b>Utilization - Entire Facility</b>	Existing facility applicants must complete Table D. All applicants who complete this table must also complete Table F.
<b>Table E</b>	<b>Utilization - New Facility or Service</b>	Applicants who propose to: establish a new facility; a new service; or are directed by MHCC staff must complete Table E. All applicants who complete this table must also complete Table G.
<b>Table F</b>	<b>Revenues &amp; Expenses, Uninflated - Entire Facility</b>	Existing facility applicants must complete Table F. The projected revenues and expenses in Table F should be consistent with the volume projections in Table D.
<b>Table G</b>	<b>Revenues &amp; Expenses, Uninflated - New Facility or Service</b>	Applicants who propose to: establish a new facility; a new service and any other applicant who completes a Table D must complete Table G. The projected revenues and expenses in Table G should be consistent with the volume projections in Table E.
<b>Table H</b>	<b>Workforce</b>	All applicants, regardless of project type or scope, must complete Table H.
<b>Table I</b>	<b>Bedside Care Staffing</b>	All applicants, regardless of project type or scope, must complete Table I.
<b>Table J</b>	<b>Construction Characteristics</b>	All applicants proposing new construction or renovation must complete Table J.
<b>Table K</b>	<b>Site and Offsite Costs Included and Excluded in Marshall Valuation Costs</b>	All applicants proposing new construction or renovation must complete Table K

**TABLE A. BED CAPACITY BY FLOOR AND NURSING UNIT BEFORE AND AFTER PROJECT**

*INSTRUCTION: Identify the location of each nursing unit (add or delete rows if necessary) and specify the room and bed count before and after the project. Applicants should add columns and recalculate formulas to address any rooms with 3 and 4 bed capacity.*

Before the Project						After Project Completion				
Service Location (Floor/Wing)	Current Licensed Beds	Based on Physical Capacity				Based on Physical Capacity				
		Room Count			Physical Bed Capacity	Service Location (Floor/Wing)	Room Count			Physical Bed Capacity
		Private	Semi-Private	Total Rooms			Private	Semi-Private	Total Rooms	
<b>COMPREHENSIVE CARE</b>						<b>COMPREHENSIVE CARE</b>				
1st Floor, East Wing	66	10	28	38	66	1st Floor, East Wing	10	27	37	64
				0	0	1st Floor, New Wing	34	0	34	34
				0	0				0	0
				0	0				0	0
				0	0				0	0
<b>SUBTOTAL Comprehensive Care</b>	<b>66</b>	<b>10</b>	<b>28</b>	<b>38</b>	<b>66</b>	<b>SUBTOTAL</b>	<b>44</b>	<b>27</b>	<b>71</b>	<b>98</b>
<b>ASSISTED LIVING</b>						<b>ASSISTED LIVING</b>				
1st Floor, Memory Care	23	23	0	23	23	1st Floor, Memory Care	23	0	23	23
2nd Floor	17	17	0	17	17	2nd Floor	17	0	17	17
3rd Floor	22	22		22	22	3rd Floor	22		22	22
<b>TOTAL ASSISTED LIVING</b>	<b>62</b>	<b>62</b>	<b>0</b>	<b>62</b>	<b>62</b>	<b>TOTAL ASSISTED LIVING</b>	<b>62</b>	<b>0</b>	<b>62</b>	<b>62</b>
<i>Other (Specify/add rows as needed)</i>				0	0	<i>Other (Specify/add rows as needed)</i>			0	0
<b>TOTAL OTHER</b>						<b>TOTAL OTHER</b>				
<b>FACILITY TOTAL</b>	<b>128</b>	<b>72</b>	<b>28</b>	<b>100</b>	<b>128</b>	<b>FACILITY TOTAL</b>	<b>106</b>	<b>27</b>	<b>133</b>	<b>160</b>



**TABLE B. PROPOSED NEW CONSTRUCTION AND RENOVATION SQUARE FOOTAGE**

*INSTRUCTION: Account for all existing and proposed square footage by floor. Further breakdown by nursing unit and building wing are at Applicants discretion and should be used by applicants if it adds valuable information to the description of the existing and proposed facilities. Add or delete rows if necessary.*

Gross Square Footage by Floor/Nursing Unit/Wing	DEPARTMENTAL GROSS SQUARE FEET				Total After Project Completion
	Current	To be Added Thru New Construction	To Be Renovated	To Remain As Is	
First Floor		17,720			17,720
Basement		7,114			7,114
Existing CCF Wing			1,300	47,627	48,927
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
<b>Total</b>	<b>0</b>	<b>24,834</b>	<b>1,300</b>	<b>47,627</b>	<b>73,761</b>

**TABLE C. PROJECT BUDGET**

**INSTRUCTION:** Estimates for Capital Costs (1.a-e), Financing Costs and Other Cash Requirements (2.a-g), and Working Capital Startup Costs (3) must reflect current costs as of the date of application and include all costs for construction and renovation. Explain the basis for construction cost estimates, renovation cost estimates, contingencies, interest during construction period, and inflation in an attachment to the application. If the project involves services other than CCF such as assisted living explain the allocation of costs between the CCF and the other service(s). NOTE: Inflation should only be included in the Inflation allowance line A.1.e. The value of donated land for the project should be included on Line A.1.d as a use of funds and on line B.8 as a source of funds

	CCF Nursing Home	Other Service Areas	Total
<b>A. USE OF FUNDS</b>			
<b>1. CAPITAL COSTS</b>			
<b>a. New Construction</b>			
(1) Building	\$5,500,000		\$5,500,000
(2) Fixed Equipment			\$0
(3) Site and Infrastructure	\$1,180,000		\$1,180,000
(4) Architect/Engineering Fees	\$400,000		\$400,000
(5) Permits (Building, Utilities, Etc.)	\$70,000		\$70,000
<b>SUBTOTAL New Construction</b>	<b>\$7,150,000</b>	<b>\$0</b>	<b>\$7,150,000</b>
<b>b. Renovations</b>			
(1) Building			\$0
(2) Fixed Equipment (not included in construction)			\$0
(3) Architect/Engineering Fees			\$0
(4) Permits (Building, Utilities, Etc.)			\$0
<b>SUBTOTAL Renovations</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>c. Other Capital Costs</b>			
(1) Movable Equipment	\$150,000		\$150,000
(2) Contingency Allowance	\$200,000		\$200,000
(3) Gross interest during construction period			\$0
(4) Other (Specify/add rows if needed)			\$0
<b>SUBTOTAL Other Capital Costs</b>	<b>\$350,000</b>	<b>\$0</b>	<b>\$350,000</b>
<b>TOTAL CURRENT CAPITAL COSTS</b>	<b>\$7,500,000</b>	<b>\$0</b>	<b>\$7,500,000</b>
d. Land Purchased/Donated			
e. Inflation Allowance			
<b>TOTAL CAPITAL COSTS</b>	<b>\$7,500,000</b>	<b>\$0</b>	<b>\$7,500,000</b>
<b>2. Financing Cost and Other Cash Requirements</b>			
a. Loan Placement Fees			\$0
b. Bond Discount			\$0
c. CON Application Assistance			
c1. Legal Fees			\$0
c2. Other (Specify/add rows if needed)			
d. Non-CON Consulting Fees			\$0
d1. Legal Fees			
d2. Other (Specify/add rows if needed)			\$0
e. Debt Service Reserve Fund			\$0
f. Other (Specify/add rows if needed)			\$0
<b>SUBTOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>3. Working Capital Startup Costs</b>			\$0
<b>TOTAL USES OF FUNDS</b>	<b>\$7,500,000</b>	<b>\$0</b>	<b>\$7,500,000</b>
<b>B. Sources of Funds</b>			
<b>1. Cash</b>	<b>\$1,500,000</b>		<b>\$1,500,000</b>
<b>2. Philanthropy (to date and expected)</b>			<b>\$0</b>
<b>3. Authorized Bonds</b>			<b>\$0</b>
<b>4. Interest Income from bond proceeds listed in #3</b>			<b>\$0</b>
<b>5. Mortgage</b>	<b>\$6,000,000</b>		<b>\$6,000,000</b>
<b>6. Working Capital Loans</b>			<b>\$0</b>
<b>7. Grants or Appropriations</b>			
a. Federal			\$0
b. State			\$0
c. Local			\$0
<b>8. Other (Specify/add rows if needed)</b>			<b>\$0</b>
<b>TOTAL SOURCES OF FUNDS</b>	<b>\$7,500,000</b>		<b>\$7,500,000</b>
<b>Annual Lease Costs (if applicable)</b>			
<b>1. Land</b>			<b>\$0</b>
<b>2. Building</b>	See Form F row 33, "Rent"		<b>\$0</b>
<b>3. Major Movable Equipment</b>			<b>\$0</b>
<b>4. Minor Movable Equipment</b>			<b>\$0</b>
<b>5. Other (Specify/add rows if needed)</b>			<b>\$0</b>

\* Describe the terms of the lease(s) below, including information on the fair market value of the item(s), and the number of years, annual cost, and the interest rate for the lease.

**TABLE D. UTILIZATION PROJECTIONS - ENTIRE FACILITY**

*INSTRUCTION: Complete this table for the entire facility, including the proposed project. Account for all inpatient and outpatient volume that produce or will produce revenue. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). For sections 3 & 4, the number of beds and occupancy percentage should be reported on the basis of licensed beds. In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable.*

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years - ending with full utilization and financial stability (3 to 5 years post project completion) Add columns if needed.						
	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029	CY 2030
<b>Indicate CY or FY</b>										
<b>1. ADMISSIONS</b>										
a. Comprehensive Care (public)	1,167	345	405	210	227	312	312	312	312	312
b. Comprehensive Care (CCRC Restricted)	-	-	-	-	-	-	-	-	-	-
<b>Total Comprehensive Care</b>	<b>1,167</b>	<b>345</b>	<b>405</b>	<b>210</b>	<b>227</b>	<b>312</b>	<b>312</b>	<b>312</b>	<b>312</b>	<b>312</b>
c. Assisted Living	150	48	20	15	15	15	15	15	15	15
d. Other (Specify/add rows of needed)	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ADMISSIONS</b>	<b>1,317</b>	<b>393</b>	<b>425</b>	<b>225</b>	<b>242</b>	<b>327</b>	<b>327</b>	<b>327</b>	<b>327</b>	<b>327</b>
<b>2. PATIENT DAYS</b>										
a. Comprehensive Care (public)	19,789	20,995	21,198	21,740	25,088	32,193	32,193	32,281	32,193	32,193
b. Comprehensive Care (CCRC Restricted)	-	-	-	-	-	-	-	-	-	-
<b>Total Comprehensive Care</b>	<b>19,789</b>	<b>20,995</b>	<b>21,198</b>	<b>21,740</b>	<b>25,088</b>	<b>32,193</b>	<b>32,193</b>	<b>32,281</b>	<b>32,193</b>	<b>32,193</b>
c. Assisted Living	15,927	18,836	20,738	20,877	20,820	20,820	20,820	20,877	20,820	20,820
d. Other (Specify/add rows of needed)	-	-	-	-	-	-	-	-	-	-
<b>TOTAL PATIENT DAYS</b>	<b>35,716</b>	<b>39,831</b>	<b>41,936</b>	<b>42,617</b>	<b>45,907</b>	<b>53,013</b>	<b>53,013</b>	<b>53,158</b>	<b>53,013</b>	<b>53,013</b>
<b>3. NUMBER OF BEDS</b>										
a. Comprehensive Care (public)	66	66	66	66	85	98	98	98	98	98
b. Comprehensive Care (CCRC Restricted)										
<b>Total Comprehensive Care Beds</b>	<b>66</b>	<b>66</b>	<b>66</b>	<b>66</b>	<b>85</b>	<b>98</b>	<b>98</b>	<b>98</b>	<b>98</b>	<b>98</b>
c. Assisted Living	62	62	62	62	62	62	62	62	62	62
d. Other (Specify/add rows of needed)										

**TABLE D. UTILIZATION PROJECTIONS - ENTIRE FACILITY**

*INSTRUCTION: Complete this table for the entire facility, including the proposed project. Account for all inpatient and outpatient volume that produce or will produce revenue. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). For sections 3 & 4, the number of beds and occupancy percentage should be reported on the basis of licensed beds. In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable.*

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years - ending with full utilization and financial stability (3 to 5 years post project completion) Add columns if needed.						
Indicate CY or FY	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029	CY 2030
<b>TOTAL BEDS</b>	128	128	128	128	147	160	160	160	160	160
<b>4. OCCUPANCY PERCENTAGE</b>										
a. Comprehensive Care (public)	82.1%	87.2%	88.0%	90.0%	81.2%	90.0%	90.0%	90.0%	90.0%	90.0%
b. Comprehensive Care (CCRC Restricted)	na	na	na	na	na	na	na	na	na	na
<b>Total Comprehensive Care Beds</b>	<b>82.1%</b>	<b>87.2%</b>	<b>88.0%</b>	<b>90.0%</b>	<b>81.2%</b>	<b>90.0%</b>	<b>90.0%</b>	<b>90.0%</b>	<b>90.0%</b>	<b>90.0%</b>
c. Assisted Living	70.4%	83.2%	91.6%	92.0%	92.0%	92.0%	92.0%	92.0%	92.0%	92.0%
d. Other (Specify/add rows of needed)	na	na	na	na	na	na	na	na	na	na
<b>TOTAL OCCUPANCY %</b>	<b>76.4%</b>	<b>85.3%</b>	<b>89.8%</b>	<b>91.0%</b>	<b>85.8%</b>	<b>90.8%</b>	<b>90.8%</b>	<b>90.8%</b>	<b>90.8%</b>	<b>90.8%</b>
<b>5. OUTPATIENT (specify units used for charging and recording revenues)</b>										
a. Adult Day Care	-	-	-	-	-	-	-	-	-	-
b. Other (Specify/add rows of needed)	-	-	-	-	-	-	-	-	-	-
<b>TOTAL OUTPATIENT VISITS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Notes/Assumptions**

- 1a. Current year is calculated based on 236 admissions through July 2023, annualized.
- 1a. Admissions in 2025 is projected based on 50% occupancy on the additional 32 beds starting in June 2025
- 1a. Admissions during projected years assumes 6 admissions per week on 98 beds
- 2a. 2023 Projected amount is based on actual financials through June
- 2a. \* Assumes 90% occupancy in each year but for 2025 which assumes 90% on the current 66 beds for the entire year and an average of 50% on the new 32 beds for the last 7 months of the year.
- 2c. \* Assumes 92% occupancy in years 2024-2030
- 2c. 2023 Projected amount is based on actual financials through June
- 3a. Project complete and admitting first residents in June 2025
- 3a. Beds in 2025 reflects the average throughout the year, assuming 66 beds through May and 98 beds starting in June

**TABLE E. UTILIZATION PROJECTIONS - NEW FACILITY OR SERVICE**

*INSTRUCTION: After consulting with Commission Staff, complete this table for the new facility or service (the proposed project). Account for all inpatient and outpatient volume that produce or will produce revenue. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). For sections 3 & 4, the number of beds and occupancy percentage should be reported on the basis of proposed beds. In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable.*

	Projected Years - ending with full utilization and financial stability (3 to 5 years post project completion) Add columns if needed.						
Indicate CY or FY	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029
<b>1. ADMISSIONS</b>							
a. Comprehensive Care (public)	-	-	28	156	104	104	104
b. Comprehensive Care (CCRC Restricted)	-	-	-	-	-	-	-
<b>Total Comprehensive Care</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>156</b>	<b>104</b>	<b>104</b>	<b>104</b>
c. Assisted Living	-	-	-	-	-	-	-
d. Other (Specify/add rows of needed)	-	-	-	-	-	-	-
<b>TOTAL ADMISSIONS</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>156</b>	<b>104</b>	<b>104</b>	<b>104</b>
<b>2. PATIENT DAYS</b>							
a. Comprehensive Care (public)	-	-	3,407	10,512	10,512	10,512	10,512
b. Comprehensive Care (CCRC Restricted)	-	-	-	-	-	-	-
<b>Total Comprehensive Care</b>	<b>0</b>	<b>0</b>	<b>3,407</b>	<b>10,512</b>	<b>10,512</b>	<b>10,512</b>	<b>10,512</b>
c. Assisted Living	-	-	-	-	-	-	-
<b>TOTAL PATIENT DAYS</b>	<b>0</b>	<b>0</b>	<b>3,407</b>	<b>10,512</b>	<b>10,512</b>	<b>10,512</b>	<b>10,512</b>
<b>3. NUMBER OF BEDS</b>							
a. Comprehensive Care (public)	-	-	19	32	32	32	32
b. Comprehensive Care (CCRC Restricted)	-	-	-	-	-	-	-
<b>Total Comprehensive Care Beds</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>
c. Assisted Living	-	-	-	-	-	-	-
d. Other (Specify/add rows of needed)	-	-	-	-	-	-	-
<b>TOTAL BEDS</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>
<b>4. OCCUPANCY PERCENTAGE - IMPORTANT NOTE:</b>							
<i>Lean year formulas should be changed by applicant to</i>							
a. Comprehensive Care (public)	0.0%	0.0%	50.0%	90.0%	90.0%	89.8%	90.0%
b. Comprehensive Care (CCRC Restricted)	na	na	na	na	na	na	na
<b>Total Comprehensive Care Beds</b>	<b>0.0%</b>	<b>0.0%</b>	<b>50.0%</b>	<b>90.0%</b>	<b>90.0%</b>	<b>89.8%</b>	<b>90.0%</b>
c. Assisted Living	na	na	na	na	na	na	na
d. Other (Specify/add rows of needed)	na	na	na	na	na	na	na
<b>TOTAL OCCUPANCY %</b>	<b>na</b>	<b>na</b>	<b>na</b>	<b>na</b>	<b>na</b>	<b>na</b>	<b>na</b>
<b>5. OUTPATIENT (specify units used for charging and recording revenues)</b>							
a. Adult Day Care	-	-	-	-	-	-	-
b. Other (Specify/add rows of needed)	-	-	-	-	-	-	-
<b>TOTAL OUTPATIENT VISITS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**TABLE E. UTILIZATION PROJECTIONS - NEW FACILITY OR SERVICE**

*INSTRUCTION: After consulting with Commission Staff, complete this table for the new facility or service (the proposed project). Account for all inpatient and outpatient volume that produce or will produce revenue. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). For sections 3 & 4, the number of beds and occupancy percentage should be reported on the basis of proposed beds. In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable.*

	<b>Projected Years - ending with full utilization and financial stability (3 to 5 years post project completion) Add columns if needed.</b>						
<b>Indicate CY or FY</b>	<b>CY 2023</b>	<b>CY 2024</b>	<b>CY 2025</b>	<b>CY 2026</b>	<b>CY 2027</b>	<b>CY 2028</b>	<b>CY 2029</b>

**Notes/Assumptions**

- 1a. Assumes project complete and admitting first residents in June 2025
- 1a. Assumptions are based a calculation of 3 admissions per week on 32 beds in 2026 and 2 admissions per week on 32 beds, beginning in 2027.
- 1a. Admissions in 2025 is projected based on 50% occupancy on the additional 32 beds starting in June 2025
- 2a. Assumes 50% occupancy of the new beds in 2025 (June through December) and 90% occupancy on the new addition starting January 2026
- 3a. Beds in 2025 reflects the average throughout the year, assuming 32 new beds become available in June

**TABLE F. REVENUES & EXPENSES, UNINFLATED - ENTIRE FACILITY**

*INSTRUCTION: Complete this table for the entire facility, including the proposed project. The table should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the utilization projections in Table D reflecting changes in volume and with the costs of the Workforce identified in Table H. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). In an attachment to the application, provide an explanation or basis for the projected revenue and expenses specifying all assumptions used. Applicants must explain why the assumptions are reasonable. Revenue should be projected based on actual charges with calculations detailed in the attachment and Contractual Allowance should not be included if it is a positive adjustment to gross revenue. Specify the sources of non-operating income.*

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years - ending with full utilization and financial stability (3 to 5 years post project completion) Add columns if needed.						
Indicate CY or FY	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029	CY 2030
<b>1. REVENUE</b>										
a. Inpatient Services - Skilled Nursing	\$ 9,135,524	\$ 9,657,857	\$ 10,577,500	\$ 10,655,953	\$ 12,406,467	\$ 15,432,974	\$ 15,432,974	\$ 15,475,256	\$ 15,432,974	\$ 15,432,974
b. Outpatient Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
c. Assisted Living	\$ 3,217,169	\$ 3,406,426	\$ 4,041,218	\$ 4,068,235	\$ 4,057,119	\$ 4,057,119	\$ 4,057,119	\$ 4,068,235	\$ 4,057,119	\$ 4,057,119
<b>Gross Patient Service Revenues</b>	<b>\$ 12,352,693</b>	<b>\$ 13,064,283</b>	<b>\$ 14,618,718</b>	<b>\$ 14,724,187</b>	<b>\$ 16,463,586</b>	<b>\$ 19,490,094</b>	<b>\$ 19,490,094</b>	<b>\$ 19,543,491</b>	<b>\$ 19,490,094</b>	<b>\$ 19,490,094</b>
d. Allowance For Bad Debt	\$ 85,600	\$ 234,000	\$ 306,800	\$ 311,782	\$ 335,853	\$ 387,835	\$ 387,835	\$ 388,898	\$ 387,835	\$ 387,835
e. Contractual Allowance	\$ 1,987,952	\$ 1,631,177	\$ 1,205,988	\$ 1,225,573	\$ 1,320,193	\$ 1,524,527	\$ 1,524,527	\$ 1,528,704	\$ 1,524,527	\$ 1,524,527
f. Charity Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Net Patient Services Revenue</b>	<b>\$ 10,279,141</b>	<b>\$ 11,199,106</b>	<b>\$ 13,105,930</b>	<b>\$ 13,186,832</b>	<b>\$ 14,807,540</b>	<b>\$ 17,577,731</b>	<b>\$ 17,577,731</b>	<b>\$ 17,625,889</b>	<b>\$ 17,577,731</b>	<b>\$ 17,577,731</b>
g. Other Operating Revenues	\$ 2,791,218	\$ 2,426,231	\$ 1,260,840	\$ 1,281,316	\$ 1,380,239	\$ 1,593,867	\$ 1,593,867	\$ 1,598,234	\$ 1,593,867	\$ 1,593,867
<b>NET OPERATING REVENUE</b>	<b>\$ 13,070,359</b>	<b>\$ 13,625,337</b>	<b>\$ 14,366,770</b>	<b>\$ 14,468,148</b>	<b>\$ 16,187,779</b>	<b>\$ 19,171,598</b>	<b>\$ 19,171,598</b>	<b>\$ 19,224,123</b>	<b>\$ 19,171,598</b>	<b>\$ 19,171,598</b>
<b>2. EXPENSES</b>										
a. Salaries & Wages (including benefits)	\$ 8,053,318	\$ 8,551,498	\$ 8,312,168	\$ 8,447,157	\$ 8,670,280	\$ 10,012,229	\$ 10,012,229	\$ 10,039,660	\$ 10,012,229	\$ 10,012,229
b. Contractual and Professional Services	\$ 352,871	\$ 439,450	\$ 447,110	\$ 447,110	\$ 447,110	\$ 447,110	\$ 447,110	\$ 447,110	\$ 447,110	\$ 447,110
c. Interest on Current Debt	\$ -	\$ -	\$ 64,704	\$ 64,704	\$ 64,704	\$ 64,704	\$ 64,704	\$ 64,704	\$ 64,704	\$ 64,704
d. Interest on Project Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
e. Current Depreciation	\$ 168,990	\$ 168,990	\$ 178,848	\$ 178,848	\$ 178,848	\$ 178,848	\$ 178,848	\$ 178,848	\$ 178,848	\$ 178,848
f. Project Depreciation	\$ -	\$ -	\$ -	\$ -	\$ 205,128	\$ 205,128	\$ 205,128	\$ 205,128	\$ 205,128	\$ 205,128
g. Current Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
h. Project Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
i. Supplies	\$ 849,466	\$ 705,744	\$ 840,896	\$ 854,552	\$ 920,527	\$ 1,063,003	\$ 1,063,003	\$ 1,065,915	\$ 1,063,003	\$ 1,063,003
add: Food	\$ 304,799	\$ 361,690	\$ 400,952	\$ 407,463	\$ 438,921	\$ 506,856	\$ 506,856	\$ 508,245	\$ 506,856	\$ 506,856
add: Utilities / R&M	\$ 492,557	\$ 426,613	\$ 458,984	\$ 466,438	\$ 502,449	\$ 580,216	\$ 580,216	\$ 581,806	\$ 580,216	\$ 580,216
add: Property Taxes and Business Insurance	\$ 566,391	\$ 591,429	\$ 588,626	\$ 598,185	\$ 644,368	\$ 744,100	\$ 744,100	\$ 746,139	\$ 744,100	\$ 744,100
add: G&A	\$ 214,698	\$ 235,272	\$ 273,404	\$ 277,844	\$ 299,295	\$ 345,618	\$ 345,618	\$ 346,565	\$ 345,618	\$ 345,618
add: SNF Provider Tax	\$ 299,303	\$ 359,349	\$ 341,916	\$ 347,469	\$ 374,295	\$ 432,227	\$ 432,227	\$ 433,411	\$ 432,227	\$ 432,227
add: Management Fee (5%)	\$ 655,767	\$ 694,995	\$ 733,666	\$ 723,407	\$ 809,389	\$ 958,580	\$ 958,580	\$ 961,206	\$ 958,580	\$ 958,580
add: Rentals and Leases	\$ 44,821	\$ 37,468	\$ 45,150	\$ 45,883	\$ 49,426	\$ 57,076	\$ 57,076	\$ 57,232	\$ 57,076	\$ 57,076
add: RENT	\$ 1,765,956	\$ 1,765,956	\$ 1,837,908	\$ 2,219,910	\$ 2,424,510	\$ 2,710,950	\$ 2,710,950	\$ 2,718,377	\$ 2,710,950	\$ 2,710,950
j. Other Expenses	\$ 100,890	\$ 127,861	\$ 129,536	\$ 131,640	\$ 141,803	\$ 163,750	\$ 163,750	\$ 164,199	\$ 163,750	\$ 163,750
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 13,869,827</b>	<b>\$ 14,466,316</b>	<b>\$ 14,653,868</b>	<b>\$ 15,210,611</b>	<b>\$ 16,171,053</b>	<b>\$ 18,470,396</b>	<b>\$ 18,470,396</b>	<b>\$ 18,518,545</b>	<b>\$ 18,470,396</b>	<b>\$ 18,470,396</b>

**TABLE F. REVENUES & EXPENSES, UNINFLATED - ENTIRE FACILITY**

*INSTRUCTION: Complete this table for the entire facility, including the proposed project. The table should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the utilization projections in Table D reflecting changes in volume and with the costs of the Workforce identified in Table H. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). In an attachment to the application, provide an explanation or basis for the projected revenue and expenses specifying all assumptions used. Applicants must explain why the assumptions are reasonable. Revenue should be projected based on actual charges with calculations detailed in the attachment and Contractual Allowance should not be included if it is a positive adjustment to gross revenue. Specify the sources of non-operating income.*

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years - ending with full utilization and financial stability (3 to 5 years post project completion) Add columns if needed.						
Indicate CY or FY	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029	CY 2030
<b>3. INCOME</b>										
a. Income From Operation	\$ (799,468)	\$ (840,979)	\$ (287,098)	\$ (742,463)	\$ 16,726	\$ 701,203	\$ 701,203	\$ 705,578	\$ 701,203	\$ 701,203
b. Non-Operating Income										
<b>SUBTOTAL</b>	<b>\$ (799,468)</b>	<b>\$ (840,979)</b>	<b>\$ (287,098)</b>	<b>\$ (742,463)</b>	<b>\$ 16,726</b>	<b>\$ 701,203</b>	<b>\$ 701,203</b>	<b>\$ 705,578</b>	<b>\$ 701,203</b>	<b>\$ 701,203</b>
c. Income Taxes										
<b>NET INCOME (LOSS)</b>	<b>\$ (799,468)</b>	<b>\$ (840,979)</b>	<b>\$ (287,098)</b>	<b>\$ (742,463)</b>	<b>\$ 16,726</b>	<b>\$ 701,203</b>	<b>\$ 701,203</b>	<b>\$ 705,578</b>	<b>\$ 701,203</b>	<b>\$ 701,203</b>
<b>4. PATIENT MIX</b>										
<b>a. Percent of Total Revenue</b>										
1) Medicare	43.6%	41.7%	45.9%	46.1%	46.2%	46.0%	46.0%	46.0%	46.0%	46.0%
2) Medicaid	16.9%	18.7%	16.3%	18.4%	21.5%	25.7%	25.7%	25.7%	25.7%	25.7%
3) Blue Cross	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
4) Commercial Insurance / Private / Self Pay	13.4%	13.6%	8.6%	7.9%	7.7%	7.5%	7.5%	7.5%		7.5%
5) Assisted Living	26.0%	26.1%	27.6%	27.6%	24.6%	20.8%	20.8%	20.8%	20.8%	20.8%
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>98.5%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>92.5%</b>	<b>100.0%</b>
<b>b. Percent of Inpatient Days</b>										
1) Medicare	24.1%	21.6%	24.9%	24.0%	24.0%	24.5%	24.5%	24.5%	24.5%	24.5%
2) Medicaid*	20.1%	20.8%	18.9%	20.5%	24.6%	30.2%	30.2%	30.2%	30.2%	30.2%
3) Blue Cross	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
4) Commercial Insurance / Private / Self Pay	11.2%	10.3%	6.8%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
5) Assisted Living	44.6%	47.3%	49.5%	49.5%	45.4%	39.3%	39.3%	39.3%	39.3%	39.3%
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

Note: As shown below, Medicaid days are above 40.1% of the total SNF Bed days (which meets the requirement of the Medicaid MOU ). The amount shown above in "Percent of Inpatient Days (Medicaid) is a percentage of the total patient days, which includes the assisted living portion of the building.

<b>Medicaid days as a percentage of total SNF days</b>	36.23%	39.45%	37.36%	40.65%	45.10%	49.78%	49.78%	49.78%	49.78%	49.78%
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**Budget Notes/Assumptions**

- 1a. Revenue in 2025-2030 is projected based on 50% occupancy of the new beds in 2025 (June through December) and 90% occupancy on all beds starting January 2026
- 1a. Revenue in 2025-2030 is based on Medicare PPD of 690.27, Medicaid PPD of 312.22 and Other SNF Residents at 460.47 PPD
- 1c. AL Revenue is based on current PPD and census. Assumption is that census will stay 92%
- 1d. Assumes similar PPD as current, prorated for new census
- 1e. Assumes similar PPD as current, prorated for new census
- 1g. Includes Ancillary revenue, Miscellaneous revenue, Lease revenue, Move-In Fees and other SNF services and Charges. Assumes similar PPD as current, prorated for new census
- 2a. Salaries / wages outlined on 'Work Force' tab and includes therapists as FTE's. EE benefits includes bonus, health insurance, paid-time off, and other fringes plus payroll taxes projected at
- 2b. Assumes the same expense as current. Expense not based on census
- 2c The operating company has an Line of Credit with Forbright Bank. Interest is based on the current average monthly expense of \$5,392  
The applicant / Operating Company is not borrowing any new funds for the project. All loans are being borrowed by the property owner of the facility. Rent paid by the Operating company to
- 2d. the Property owner is to cover the debt service.
- 2e. Assumes the same expense as current. Expense not based on census
- 2f. Project Depreciation assumes a \$8 Million cost of construction, depreciated over 39 years.
- 2i. Includes general supplies for dietary supplements, housekeeping, maintenance, and activities. Projected years assume similar PPD as current, prorated for new census  
Assumes similar PPD as current, prorated for new census



**TABLE F. REVENUES & EXPENSES, UNINFLATED - ENTIRE FACILITY**

*INSTRUCTION: Complete this table for the entire facility, including the proposed project. The table should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the utilization projections in Table D reflecting changes in volume and with the costs of the Workforce identified in Table H. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). In an attachment to the application, provide an explanation or basis for the projected revenue and expenses specifying all assumptions used. Applicants must explain why the assumptions are reasonable. Revenue should be projected based on actual charges with calculations detailed in the attachment and Contractual Allowance should not be included if it is a positive adjustment to gross revenue. Specify the sources of non-operating income.*

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years - ending with full utilization and financial stability (3 to 5 years post project completion) Add columns if needed.						
Indicate CY or FY	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029	CY 2030

Assumes similar PPD as current, prorated for new census / bigger building  
 General overhead including R&M, Real Estate Taxes, and Business Taxes projected at the current operating levels. Projected Years assume similar PPD as current, prorated for new census / bigger building  
 Assumes similar PPD as current, prorated for new census  
 Assumes similar PPD as current, prorated for new census  
 5% of Total Revenue  
 Assumes similar PPD as current, prorated for new census  
 Rent payments are made from the Operating Company to the Property owner equal to 110% of the debt service due from the Property owner to Forbright Bank. An additional \$4.8M loan will be borrowed by the Property owner for construction costs, at which time the rent payments from the Operating Company to the Property will increase as well.  
 2j. Assumes similar PPD as current, prorated for new census / bigger building

**TABLE G. REVENUES & EXPENSES, UNINFLATED - NEW FACILITY OR SERVICE**

*INSTRUCTION: After consulting with Commission Staff, complete this table for the new facility or service (the proposed project). This table should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the utilization projections in Table E and with the Workforce costs identified in Table H. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable. Revenue should be projected based on actual charges with detailed calculation by payer in the attachment. The contractual allowance should not be reported if it is a positive adjustment to gross revenue. Specify the sources of non-operating income.*

	Projected Years (ending five years after completion) Add columns of needed.						
Indicate CY or FY	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029	CY 2030	CY 2031
<b>1. REVENUE</b>							
a. Inpatient Services - Skilled Nursing	\$ 2,786,596	\$ 4,777,022	\$ 4,777,022	\$ 4,790,109	\$ 4,777,022	\$ 4,777,022	\$ 4,777,022
b. Outpatient Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
c. Assisted Living	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Gross Patient Service Revenues</b>	<b>\$ 2,786,596</b>	<b>\$ 4,777,022</b>	<b>\$ 4,777,022</b>	<b>\$ 4,790,109</b>	<b>\$ 4,777,022</b>	<b>\$ 4,777,022</b>	<b>\$ 4,777,022</b>
d. Allowance For Bad Debt	\$ 24,071	\$ 76,053	\$ 76,053	\$ 76,261	\$ 76,053	\$ 76,053	\$ 76,053
e. Contractual Allowance	\$ 94,620	\$ 298,954	\$ 298,954	\$ 299,773	\$ 298,954	\$ 298,954	\$ 298,954
f. Charity Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Net Patient Services Revenue</b>	<b>\$ 2,667,905</b>	<b>\$ 4,402,015</b>	<b>\$ 4,402,015</b>	<b>\$ 4,414,075</b>	<b>\$ 4,402,015</b>	<b>\$ 4,402,015</b>	<b>\$ 4,402,015</b>
g. Other Operating Revenues	\$ 98,923	\$ 312,551	\$ 312,551	\$ 313,407	\$ 312,551	\$ 312,551	\$ 312,551
<b>NET OPERATING REVENUE</b>	<b>\$ 2,766,828</b>	<b>\$ 4,714,566</b>	<b>\$ 4,714,566</b>	<b>\$ 4,727,482</b>	<b>\$ 4,714,566</b>	<b>\$ 4,714,566</b>	<b>\$ 4,714,566</b>
<b>2. EXPENSES</b>							
a. Salaries & Wages (including benefits)	\$ 1,224,176	\$ 2,098,587	\$ 2,098,587	\$ 2,104,337	\$ 2,098,587	\$ 2,098,587	\$ 2,098,587
b. Contractual Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
c. Interest on Current Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
d. Interest on Project Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
e. Current Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
f. Project Depreciation	\$ 205,128	\$ 205,128	\$ 205,128	\$ 205,128	\$ 205,128	\$ 205,128	\$ 205,128
g. Current Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
h. Project Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
i. Supplies	\$ 65,975	\$ 208,451	\$ 208,451	\$ 209,022	\$ 208,451	\$ 208,451	\$ 208,451
add: Food	\$ 31,458	\$ 99,392	\$ 99,392	\$ 99,665	\$ 99,392	\$ 99,392	\$ 99,392
add: Utilities / R&M	\$ 36,011	\$ 113,778	\$ 113,778	\$ 114,090	\$ 113,778	\$ 113,778	\$ 113,778
add: Property Taxes and Business Insurance	\$ 46,183	\$ 145,915	\$ 145,915	\$ 146,315	\$ 145,915	\$ 145,915	\$ 145,915
add: G&A	\$ 21,451	\$ 67,774	\$ 67,774	\$ 67,960	\$ 67,774	\$ 67,774	\$ 67,774
add: SNF Provider Tax	\$ 26,826	\$ 84,758	\$ 84,758	\$ 84,990	\$ 84,758	\$ 84,758	\$ 84,758
add: Management Fee (5%)	\$ 85,982	\$ 235,173	\$ 235,173	\$ 237,799	\$ 235,173	\$ 235,173	\$ 235,173

**TABLE G. REVENUES & EXPENSES, UNINFLATED - NEW FACILITY OR SERVICE**

*INSTRUCTION: After consulting with Commission Staff, complete this table for the new facility or service (the proposed project). This table should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the utilization projections in Table E and with the Workforce costs identified in Table H. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable. Revenue should be projected based on actual charges with detailed calculation by payer in the attachment. The contractual allowance should not be reported if it is a positive adjustment to gross revenue. Specify the sources of non-operating income.*

	Projected Years (ending five years after completion) Add columns of needed.						
Indicate CY or FY	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029	CY 2030	CY 2031
add: Rentals and Leases	\$ 3,542	\$ 11,192	\$ 11,192	\$ 11,223	\$ 11,192	\$ 11,192	\$ 11,192
add: RENT	\$ 368,280	\$ 491,040	\$ 491,040	\$ 492,385	\$ 491,040	\$ 491,040	\$ 491,040
j. Other Expenses	\$ 10,163	\$ 32,111	\$ 32,111	\$ 32,199	\$ 32,111	\$ 32,111	\$ 32,111
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 2,125,175</b>	<b>\$ 3,793,300</b>	<b>\$ 3,793,300</b>	<b>\$ 3,805,112</b>	<b>\$ 3,793,300</b>	<b>\$ 3,793,300</b>	<b>\$ 3,793,300</b>
<b>3. INCOME</b>							
a. Income From Operation	641,653	921,266	921,266	922,370	921,266	921,266	921,266
b. Non-Operating Income	-	-	-	-	-	-	-
<b>SUBTOTAL</b>	<b>641,653</b>	<b>921,266</b>	<b>921,266</b>	<b>922,370</b>	<b>921,266</b>	<b>921,266</b>	<b>921,266</b>
c. Income Taxes	-	-	-	-	-	-	-
<b>NET INCOME (LOSS)</b>	<b>641,653</b>	<b>921,266</b>	<b>921,266</b>	<b>922,370</b>	<b>921,266</b>	<b>921,266</b>	<b>921,266</b>
<b>4. PATIENT MIX</b>							
<b>a. Percent of Total Revenue</b>							
1) Medicare	61.3%	58.1%	58.1%	58.1%	58.1%	58.1%	58.1%
2) Medicaid	28.5%	32.4%	32.4%	32.4%	32.4%	32.4%	32.4%
3) Blue Cross	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
4) Commercial Insurance / Private / Self Pay	10.2%	9.5%	9.5%	9.5%	9.5%	9.5%	9.5%
5) Assisted Living	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b>b. Percent of Inpatient Days</b>							
1) Medicare	43.9%	40.3%	40.3%	40.3%	40.3%	40.3%	40.3%
2) Medicaid*	45.1%	49.8%	49.8%	49.8%	49.8%	49.8%	49.8%
3) Blue Cross	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
4) Commercial Insurance / Private / Self Pay	11.0%	9.9%	9.9%	9.9%	9.9%	9.9%	9.9%
5) Assisted Living	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

\* Medicaid days are above 40.1% of the total SNF Bed days (which meets the requirement of the Medicaid MOU ).

**Budget Notes/Assumptions**

**TABLE G. REVENUES & EXPENSES, UNINFLATED - NEW FACILITY OR SERVICE**

***INSTRUCTION:** After consulting with Commission Staff, complete this table for the new facility or service (the proposed project). This table should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the utilization projections in Table E and with the Workforce costs identified in Table H. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable. Revenue should be projected based on actual charges with detailed calculation by payer in the attachment. The contractual allowance should not be reported if it is a positive adjustment to gross revenue. Specify the sources of non-operating income.*

	Projected Years (ending five years after completion) Add columns of needed.						
Indicate CY or FY	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029	CY 2030	CY 2031
	1a. Revenue in 2025-2030 is projected based on 50% occupancy of the new beds in 2025 (June through December) and 90% occupancy on all beds starting January 2026 1a. Revenue in 2025-2030 is based on Medicare PPD of 690.23, Medicaid PPD of 312.22 and Other SNF Residents at 460.47 PPD 1d. Assumes similar PPD as current, prorated for new census 1e. Assumes similar PPD as current, prorated for new census 1g. Includes Ancillary revenue, Miscellaneous revenue, Lease revenue, Move-In Fees and other SNF services and Charges. Assumes similar PPD as current, prorated for new census 2a. Salaries / wages outlined on 'Work Force' tab and includes therapists as FTE's. EE benefits includes bonus, health insurance, paid-time off, and other fringes plus payroll taxes projected at current rates 2b. Assumes the same expense as current. Expense not based on census 2d. The applicant / Operating Company is not borrowing any new funds for the project. All loans are being borrowed by the property owner of the facility. Rent paid by the Operating company to the Property owner is to cover the debt service. 2f. Project Depreciation assumes a \$8 Million cost of construction, depreciated over 39 years. 2i. Includes general supplies for dietary supplements, housekeeping, maintenance, and activities. Projected years assume similar PPD as current, prorated for new census Assumes similar PPD as current, prorated for new census Assumes similar PPD as current, prorated for new census / bigger building General overhead including R&M, Real Estate Taxes, and Business Taxes projected at the current operating levels. Projected Years assume similar PPD as current, prorated for new census / bigger building Assumes similar PPD as current, prorated for new census Assumes similar PPD as current, prorated for new census 5% of Total Revenue Assumes similar PPD as current, prorated for new census Rent payments are made from the Operating Company to the Property owner equal to 110% of the debt service due from the Property owner to Forbright Bank. An additional \$4.8M loan will be borrowed by the Property owner for construction costs, at which time the rent payments from the Operating Company to the Property will increase as well. 2j. Assumes similar PPD as current, prorated for new census / bigger building						

**TABLE H. WORKFORCE INFORMATION**

*INSTRUCTION: List the facility's existing staffing and changes required by this project. Include all major job categories under each heading provided in the table. The number of Full Time Equivalents (FTEs) should be calculated on the basis of 2,080 paid hours per year equals one FTE. In an attachment to the application, explain any factor used in converting paid hours to worked hours. Please ensure that the projections in this table are consistent with expenses provided in uninflated projections in Tables F and G.*

Job Category	CURRENT ENTIRE FACILITY			PROJECTED CHANGES AS A RESULT OF THE PROPOSED PROJECT THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			OTHER EXPECTED CHANGES IN OPERATIONS THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			PROJECTED ENTIRE FACILITY THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS) *	
	Current Year FTEs	Average Salary per FTE	Current Year Total Cost	FTEs	Average Salary per FTE	Total Cost (should be consistent with projections in Table G, if submitted)	FTEs	Average Salary per FTE	Total Cost	FTEs	Total Cost (should be consistent with projections in Table G)
<b>1. Regular Employees</b>											
Administration (List general categories, add rows if needed)											
Executive Director	1.00	\$198,000	\$198,000	-	-	\$0	-	-	\$0	1.0	\$198,000
Business Office Manager	1.00	\$91,789	\$91,789	-	-	\$0	-	-	\$0	1.0	\$91,789
Sales Director	1.00	\$74,999	\$74,999	-	-	\$0	-	-	\$0	1.0	\$74,999
Sales Coordinator	1.00	\$42,016	\$42,016	-	-	\$0	-	-	\$0	1.0	\$42,016
HR Support	1.00	\$87,250	\$87,250	-	-	\$0	-	-	\$0	1.0	\$87,250
Social Worker	1.00	\$74,263	\$74,263	-	-	\$0	-	-	\$0	1.0	\$74,263
Director of Wellness	1.00	\$163,909	\$163,909	-	-	\$0	-	-	\$0	1.0	\$163,909
Wellness Coordinator	1.00	\$92,000	\$92,000	-	-	\$0	-	-	\$0	1.0	\$92,000
Unit Manager 1	1.00	\$90,916	\$90,916	-	-	\$0	-	-	\$0	1.0	\$90,916
Unit Manager 2	1.00	\$76,000	\$76,000	-	-	\$0	-	-	\$0	1.0	\$76,000
AL Manager	1.00	\$93,359	\$93,359	-	-	\$0	-	-	\$0	1.0	\$93,359
ADON	1.00	\$105,994	\$105,994	-	-	\$0	-	-	\$0	1.0	\$105,994
Dining Service Director	1.00	\$67,185	\$67,185	-	-	\$0	-	-	\$0	1.0	\$67,185
Life Enrichment Coordinator	1.00	\$73,215	\$73,215	-	-	\$0	-	-	\$0	1.0	\$73,215
Activities Coordinator	1.00	\$41,600	\$41,600	-	-	\$0	-	-	\$0	1.0	\$41,600
MC Coordinator	1.00	\$41,600	\$41,600	-	-	\$0	-	-	\$0	1.0	\$41,600
Dietary Supervisor	1.00	\$52,000	\$52,000	-	-	\$0	-	-	\$0	1.0	\$52,000
Facilities Manager	1.00	\$73,840	\$73,840	-	-	\$0	-	-	\$0	1.0	\$73,840
Scheduler	1.00	\$73,000	\$73,000	-	-	\$0	-	-	\$0	1.0	\$73,000
Concierge	1.00	\$32,136	\$32,136	-	-	\$0	-	-	\$0	1.0	\$32,136
<b>Total Administration</b>	<b>20.00</b>	<b>\$82,254</b>	<b>\$1,645,071</b>	<b>-</b>	<b>-</b>	<b>\$0</b>	<b>-</b>	<b>-</b>	<b>\$0</b>	<b>20.0</b>	<b>\$1,645,071</b>
Direct Care Staff (List general categories, add rows if needed)											
Nursing	18.00	\$63,833	\$1,148,994	6.00	\$63,833	\$382,998	-	-	\$0	24.0	\$1,531,992
Cert. Nursing Assistants	40.00	\$41,600	\$1,664,000	14.00	\$41,600	\$582,400	-	-	\$0	54.0	\$2,246,400
Med Techs	8.00	\$49,920	\$399,360	4.00	\$49,920	\$199,680	-	-	\$0	12.0	\$599,040
Physical Therapists	3.00	\$75,880	\$227,640	1.00	\$75,880	\$75,880	-	-	\$0	4.0	\$303,520
Occupational Therapists	2.00	\$100,693	\$201,386	1.00	\$100,693	\$100,693	-	-	\$0	3.0	\$302,079
Speech Therapists	2.00	\$114,400	\$228,800	1.00	\$114,400	\$114,400	-	-	\$0	3.0	\$343,200
<b>Total Direct Care</b>	<b>73.00</b>	<b>\$74,388</b>	<b>\$3,870,180</b>	<b>27.00</b>	<b>\$74,388</b>	<b>\$1,456,051</b>	<b>-</b>	<b>-</b>	<b>\$0</b>	<b>100.0</b>	<b>\$5,326,231</b>
Support Staff (List general categories, add rows if needed)											
Dietary Support	11.00	\$32,240	\$354,640	3.00	\$32,240	\$96,720	-	-	\$0	14.0	\$451,360
Housekeeping	10.00	\$32,448	\$324,480	3.00	\$32,448	\$97,344	-	-	\$0	13.0	\$421,824
Maintenance Techs	2.00	\$41,080	\$82,160	0.50	\$41,080	\$20,540	-	-	\$0	2.5	\$102,700
<b>Total Support</b>	<b>23.00</b>	<b>\$35,256</b>	<b>\$761,280</b>	<b>6.50</b>	<b>\$35,256</b>	<b>\$214,604</b>	<b>-</b>	<b>-</b>	<b>\$0</b>	<b>29.5</b>	<b>\$975,884</b>
<b>REGULAR EMPLOYEES TOTAL</b>	<b>116.00</b>	<b>\$191,897</b>	<b>\$6,276,531</b>	<b>33.50</b>	<b>109,643.67</b>	<b>\$1,670,655</b>	<b>-</b>	<b>-</b>	<b>\$0</b>	<b>149.5</b>	<b>\$7,947,186</b>

**TABLE H. WORKFORCE INFORMATION**

<b>2. Contractual Employees</b>											
<i>Administration (List general categories, add rows if needed)</i>											
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
<b>Total Administration</b>	-	\$0	\$0	-	\$0	\$0	-	-	\$0	0.0	\$0
<i>Direct Care Staff (List general categories, add rows if needed)</i>											
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
<b>Total Direct Care Staff</b>	-	\$0	\$0	-	\$0	\$0	-	-	\$0	0.0	\$0
<i>Support Staff (List general categories, add rows if needed)</i>											
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
	-	-	\$0	-	-	\$0	-	-	\$0	0.0	\$0
<b>Total Support Staff</b>	-	\$0	\$0	-	\$0	\$0	-	-	\$0	0.0	\$0
<b>CONTRACTUAL EMPLOYEES TOTAL</b>	-	\$0	\$0	-	\$0	\$0	-	-	\$0	0.0	\$0
<i>Benefits (State method of calculating benefits below):</i>											
Overtime / Shift Differential	5.0%	<i>of Nursing</i>	\$193,509			\$43,682					\$237,191
Payroll Tax	9.5%	<i>of Total Labor</i>	\$596,270			\$158,712					\$754,983
EE Benefits (PTO, Health Insurance, Other Fringes)	13.5%	<i>of Total Labor</i>	\$847,332			\$225,538					\$1,072,870
<b>Benefits Total</b>			\$1,637,111			\$427,932					\$2,065,043
<b>TOTAL COST</b>	<b>116.0</b>		<b>\$7,913,642</b>	<b>33.50</b>		<b>\$2,098,587</b>	<b>-</b>		<b>\$0</b>		<b>\$10,012,229</b>

**TABLE I. Scheduled Staff for Typical Work Week**

INSTRUCTION: Quantify the staff that will provide bedside care that would be counted toward the current minimum staffing as required by COMAR 10.07.02.12									
Staff Category	Weekday Hours Per Day					Weekend Hours Per Day			
	Day	Evening	Night	Total		Day	Evening	Night	Total
Registered Nurses	30.00	30.00	15.00	75.00		30.00	30.00	15.00	75.00
L. P. N. s	30.00	30.00	15.00	75.00		30.00	30.00	15.00	75.00
Aides	-	-	-	-		-	-	-	-
C. N. A.s	69.00	69.00	48.00	186.00		69.00	69.00	48.00	186.00
Medicine Aides	14.00	14.00	-	28.00		14.00	14.00	-	28.00
<b>Total</b>	<b>143.00</b>	<b>143.00</b>	<b>78.00</b>	<b>364.00</b>		<b>143.00</b>	<b>143.00</b>	<b>78.00</b>	<b>364.00</b>
<b>Licensed Beds at Project Completion</b>				98		<b>Licensed Beds at Project Completion</b>			98
<b>Hours of Bedside Care per Licensed Bed per Day</b>				3.71		<b>Hours of Bedside Care per Licensed Bed Per Day</b>			3.71
Staff Category	Weekday Hours Per Day					Weekend Hours Per Day			
	Day	Evening	Night	Total		Day	Evening	Night	Total
Ward Clerks (bedside care time calculated at 50%	8.00	-	-	8.00		-	-	-	-
<b>Total Including 50% of Ward Clerks Time</b>				4.00					-
<b>Total Hours of Bedside Care per Licensed Bed Per Day</b>				0.04		<b>Total Hours of Bedside Care per Licensed Bed Per Day</b>			0.00

Note: This schedule just takes into account the SNF portion of the building and the projected 98 SNF beds.

**TABLE J. CONSTRUCTION CHARACTERISTICS**

*INSTRUCTION: If project includes non-hospital space structures (e.g., parking garges, medical office buildings, or energy plants), complete an additional Table C for each structure.*

	NEW CONSTRUCTION	RENOVATION
<b>BASE BUILDING CHARACTERISTICS</b>	<b>Check if applicable</b>	
<b>Class of Construction</b> (for renovations the class of the building being renovated)*		
Class A	<input type="checkbox"/>	<input type="checkbox"/>
Class B	<input type="checkbox"/>	<input type="checkbox"/>
Class C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Class D	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Type of Construction/Renovation*</b>		
Low	<input type="checkbox"/>	<input type="checkbox"/>
Average	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Good	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Excellent	<input type="checkbox"/>	<input type="checkbox"/>
<b>Number of Stories</b>		

\*As defined by Marshall Valuation Service

<b>PROJECT SPACE</b>	<b>List Number of Feet, if applicable</b>	
<b>Total Square Footage</b>	<b>Total Square Feet</b>	
Basement	7,114	
First Floor	17,720	
Second Floor		
Third Floor		
Fourth Floor		
<b>Average Square Feet</b>		
<b>Perimeter in Linear Feet</b>	<b>Linear Feet</b>	
Basement	394	
First Floor	857	
Second Floor		
Third Floor		
Fourth Floor		
<b>Total Linear Feet</b>		
<b>Average Linear Feet</b>		
<b>Wall Height (floor to eaves)</b>	<b>Feet</b>	
Basement	20	
First Floor	9	
Second Floor		
Third Floor		
Fourth Floor		
<b>Average Wall Height</b>		
<b>OTHER COMPONENTS</b>		
<b>Elevators</b>	<b>List Number</b>	
Passenger	None in the additon	
Freight	None in the additon	
<b>Sprinklers</b>	<b>Square Feet Covered</b>	
Wet System	First Floor & Basement: 24834	
Dry System	Attic: 17720	
<b>Other</b>	<b>Describe Type</b>	
<b>Type of HVAC System for proposed project</b>	Variable Refrigerant Flow (VRF) with Heat Recovery	
<b>Type of Exterior Walls for proposed project</b>	Brick Veneer & Siding with CMU Block & Metal Stud Backup walls	



**TABLE K. ONSITE AND OFFSITE COSTS INCLUDED AND EXCLUDED IN MARSHALL VALUATION COST:**

<i>INSTRUCTION: If project includes non-hospital space structures (e.g., parking garages, medical office buildings, or energy plants), complete an additional Table D for each structure.</i>		
	<b>NEW CONSTRUCTION COSTS</b>	<b>RENOVATION COSTS</b>
<b>SITE PREPARATION COSTS</b>		
Normal Site Preparation	\$25,000	
Utilities from Structure to Lot Line	\$0	
<b>Subtotal included in Marshall Valuation Costs</b>	<b>\$25,000</b>	
Site Demolition Costs	\$115,000	
Storm Drains / SWM	\$310,000	
Rough Grading	\$60,000	
Hillside Foundation		
Paving	\$160,000	
Exterior Signs	\$5,000	
Landscaping	\$100,000	
Walls	\$200,000	
Yard Lighting	\$30,000	
Other ( <i>Specify/add rows if needed</i> )		
<b>Subtotal On-Site excluded from Marshall Valuation Costs</b>	<b>\$980,000</b>	
<b>OFFSITE COSTS</b>		
Roads/Sidewalk	\$115,000	
Utilities	\$60,000	
Jurisdictional Hook-up Fees		
Other ( <i>Specify/add rows if needed</i> )		
<b>Subtotal Off-Site excluded from Marshall Valuation Costs</b>	<b>\$175,000</b>	
<b>TOTAL Estimated On-Site and Off-Site Costs <u>not</u> included in Marshall Valuation Costs</b>	<b>\$1,155,000</b>	<b>\$0</b>
<b>TOTAL Site and Off-Site Costs included and excluded from Marshall Valuation Service*</b>	<b>\$1,180,000</b>	<b>\$0</b>

\*The combined total site and offsite cost included and excluded from Marshall Valuation Service should typically equal the estimated site preparation cost reported in Application Part II, Project Budget (see Table E. Project Budget). If these numbers are not equal, please reconcile the numbers in an explanation in an attachment to the application.

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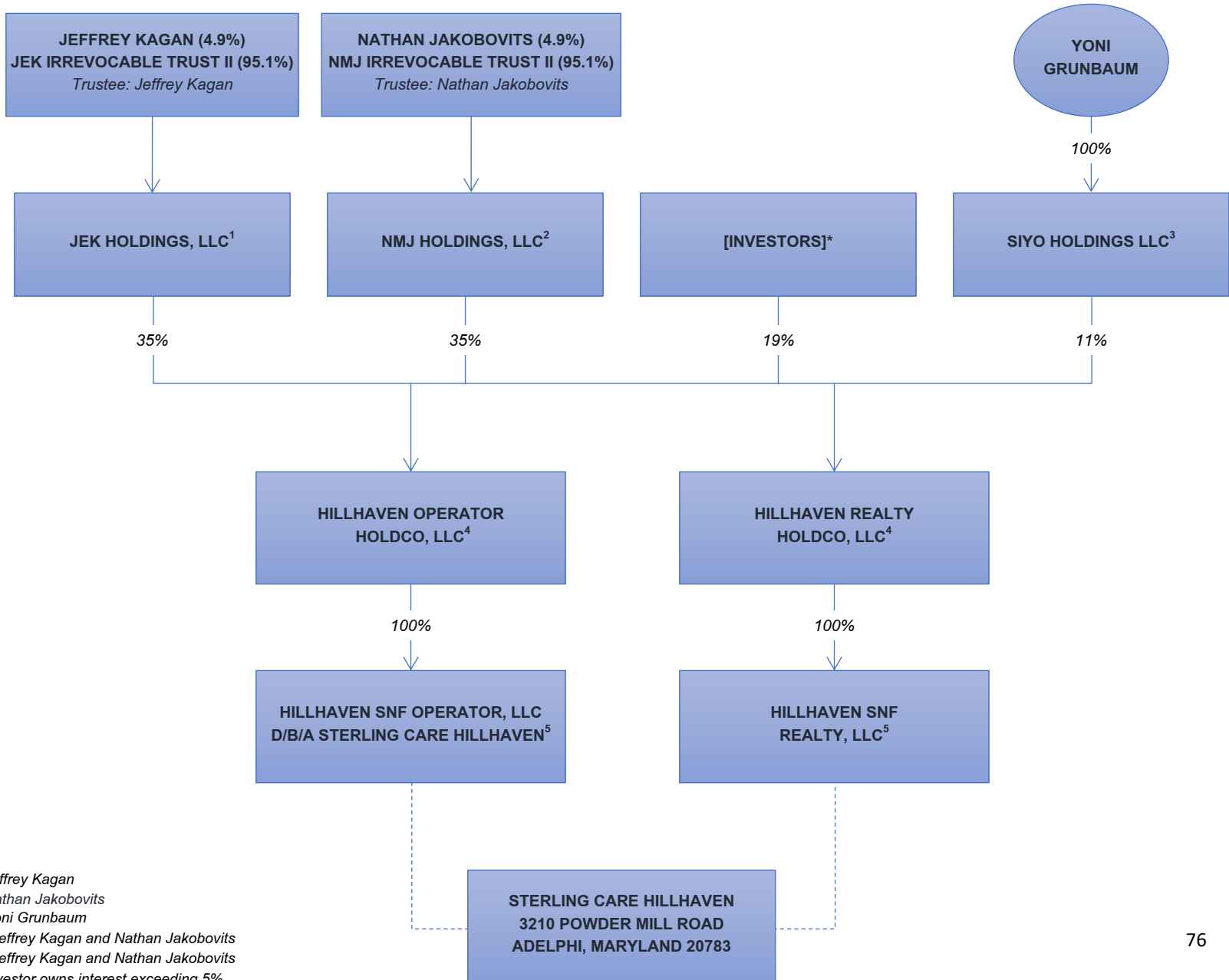
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# Exhibit 1

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# ORGANIZATIONAL CHART OF STERLING CARE HILLHAVEN



<sup>1</sup> Manager: Jeffrey Kagan

<sup>2</sup> Manager: Nathan Jakobovits

<sup>3</sup> Manager: Yoni Grunbaum

<sup>4</sup> Managers: Jeffrey Kagan and Nathan Jakobovits

<sup>5</sup> Managers: Jeffrey Kagan and Nathan Jakobovits

\* No single investor owns interest exceeding 5%.

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## **Exhibit 2**

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DELIVERED VIA EMAIL AND MAIL

February 23, 2024

Center for Health Care Facilities Planning and Development  
Maryland Health Care Commission  
4160 Patterson Avenue  
Baltimore, MD 21215

ATTN: Center for Health Care Facilities Planning and Development  
Wynee Hawk, Director  
Jeanne-Marie Gawel Acting Chief, Certificate of need  
Ruby Potter, Program Manager  
[ruby.potter@maryland.gov](mailto:ruby.potter@maryland.gov)  
[Jeanne-marie.gawel@maryland.gov](mailto:Jeanne-marie.gawel@maryland.gov)

Dear Ms. Hawk and Ms. Potter:

On behalf of Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven, located at 3210 Powder Mill Road, Adelphi, MD 20783, and its owners, Jeff Kagan, Nathan Jakobovits, and Yoni Grunbaum, I am submitting a revised and updated Letter of Intent to file a Certificate of Need application, for 32 additional skilled nursing home beds.

Addresses of the applicants:

1. Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven formed on 3/23/2023
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902
  - b. Physical Address: 3210 Powder Mill Rd, Adelphi, MD 20783
2. Jeff Kagan – 35% owner, Hillhaven SNF Operator
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902
3. Nathan Jakobovits – 35% owner, Hillhaven SNF Operator
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902
4. Yoni Grunbaum – 11% owner
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902

We intend to apply for 32 additional skilled nursing home beds, all from MHCC's projected Comprehensive Care Facility need for 32 more beds in Prince George's County for the Target Year 2022. This confirms our choice of the alternative described in our December 2023 LOI.

These additional beds will be developed at Sterling Care Hillhaven, 3210 Powder Mill Rd, Adelphi, MD 20783, under the jurisdiction of Prince George's County, MD.

Several factors, including increased efficiency and systematic changes in the skilled nursing home environment are reasons for the planned Certificate of Need application. As a premier, high quality, skilled nursing and rehab center operator, Sterling Senior Living Care finds that our residents are more frequently demanding private accommodations. Additionally, the high volume of short-term rehabilitation clients in our community each day, demands from local hospitals for more such placements means that this facility needs more capacity. Hillhaven's ability to accommodate longer term residents has been limited by high demand for short stay placement in the past few years. This is over and above placement complications associated with COVID patients.

To accommodate the 32 additional skilled nursing beds, our goal is to build an additional nursing unit designed to accommodate the increasingly demanding needs of rehab residents. We will continue to accept long-stay residents and Medicaid residents. All new beds would be in private rooms with a private bathroom, helping assuage what is one of our top customer requests.

Expanding the number of private rooms will help us increase the range of personalized services at this facility. We can provide more patients at Hillhaven with modalities, such as respiratory therapy and other treatments that can be difficult to accommodate gracefully in semi-private accommodations. Tracheostomy care, in-room dialysis, pain management programs, and other unique programming will benefit from these private accommodations. Infection control prevention is also easier to manage in private than semi-private rooms.

With the addition of these 32 beds in conjunction with our recently built, state of the art rehab gym, Hillhaven won't just be a great nursing home, it will be a premier spot in which to reside or just get well. For your convenience, I have attached a copy of the Star Rating scores for our Maryland Facilities

Please contact us with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Kagan', with a long horizontal line extending to the right.

Jeff Kagan  
709 Kersey Rd  
Silver Springs, MD 20902  
(410) 207-4099  
[jkagan@sterlingsr.com](mailto:jkagan@sterlingsr.com)

**Sterling Care Star Ratings Calculation for Maryland Facilities owned by related parties.**

*Note* these calculations are simple averages of the four other facilities we own for more than three years. The average Overall Quality Star Rating for the facilities for the past five quarters is 3.7. Seventy percent of four facilities is 2.8 facilities. Round that to three because a partial facility does not exist. Individually and in the aggregate, we meet the requirement that the Average Overall Quality Rating 70 percent of the facilities for the past five quarters exceeds. 3.0.

		Overall Quality
Sterling Care at South Mountain	Q3 2023	3
	Q2 2023	3
	Q1 2023	3
	Q4 2022	3
	Q3 2022	3

		Overall Quality
Sterling Care at Frostburg	Q3 2023	2
	Q2 2023	2
	Q1 2023	2
	Q4 2022	3
	Q3 2022	2

		Overall Quality
Sterling Care at Riverside	Q3 2023	4
	Q2 2023	5
	Q1 2023	5
	Q4 2022	5
	Q3 2022	5

		Overall Quality
Sterling Care Rockville	Q3 2023	4
	Q2 2023	5
	Q1 2023	5
	Q4 2022	5
	Q3 2022	5

**Average Star Rating By Quarter All Facilities**

Q3 2023	3.2500
Q2 2023	3.7500
Q1 2023	3.7500
Q4 2022	4.0000
Q3 2022	3.7500
Total	<b>3.7000</b>

**Average 5Q Star top 70%**

South Mountain	3
Riverside	4.8
Rockville	4.8
Average	<b>4.350</b>

**Average 5Q Star Rating By Facility**

South Mountain	3.0000
Riverside	4.8000
Frostburg	2.2000
Rockville	4.8000
Total	<b>3.7000</b>

December 22, 2023

DELIVERED VIA EMAIL AND MAIL

Center for Health Care Facilities Planning and Development  
Maryland Health Care Commission  
4160 Patterson Avenue  
Baltimore, MD 21215

ATTN: Center for Health Care Facilities Planning and Development  
Wynee Hawk, Director  
Jeanne-Marie Gawel Acting Chief, Certificate of need  
Ruby Potter, Program Manager  
[ruby.potter@maryland.gov](mailto:ruby.potter@maryland.gov)  
[Jeanne-marie.gawel@maryland.gov](mailto:Jeanne-marie.gawel@maryland.gov)

Dear Ms. Hawk and Ms. Potter:

On behalf of Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven, located at 3210 Powder Mill Road, Adelphi, MD 20783, and its owners, Jeff Kagan, Nathan Jakobovits, and Yoni Grunbaum, I am submitting a Letter of Intent to file a Certificate of Need application, for 34 additional skilled nursing home beds.

Addresses of the applicants:

1. Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven formed on 3/23/2023
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902
  - b. Physical Address: 3210 Powder Mill Rd, Adelphi, MD 20783
2. Jeff Kagan – 35% owner, Hillhaven SNF Operator
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902
3. Nathan Jakobovits – 35% owner, Hillhaven SNF Operator
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902
4. Yoni Grunbaum – 11% owner
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902

We intend to apply for 34 additional skilled nursing home beds, 12 from MHCC's projected Comprehensive Care Facility need for 32 more beds in Prince George's County for the Target Year 2022, and 22 acquired from Sacred Heart Home, Inc. in Hyattsville, Maryland. In the alternative, we will apply for whatever beds may be available in the county at the time the application is due, with the balance of beds acquired from Sacred Heart Home.



These additional beds will be developed at Sterling Care Hillhaven, 3210 Powder Mill Rd, Adelphi, MD 20783, under the jurisdiction of Prince George's County, MD.

Several factors, including increased efficiency and systematic changes in the skilled nursing home environment are reasons for the planned Certificate of Need application. As a premier, high quality, skilled nursing and rehab center operator, Sterling Care finds that our residents are more frequently demanding private accommodations. Additionally, the high volume of short-term rehabilitation clients in our community each day, demands from local hospitals for more such placements means that this facility needs more capacity. Hillhaven's ability to accommodate longer term residents has been limited by high demand for short stay placement in the past few years. This is over and above placement complications associated with COVID patients.

To accommodate the 34 additional skilled nursing beds, our goal is to build an additional nursing unit designed around the increasingly demanding needs of rehab residents. Most of the new beds would be private rooms, helping assuage what is one of our top customer requests.

Expanding the number of private rooms will help us increase the range of personalized services at this facility . We can provide more patients at Hillhaven with modalities, such as respiratory therapy and other treatments that can be difficult to accommodate gracefully in semi-private accommodations. Tracheostomy care, in-room dialysis, pain management programs, and other unique programming will benefit from these private accommodations. Infection control prevention is also easier to manage in private than semi-private rooms.

With the addition of these 34 beds in conjunction with our recently built, state of the art rehab gym, Hillhaven won't just be a great nursing home, it will be a premier spot in which to reside or just get well. For your convenience, I have attached a copy of the Star Rating scores for our Maryland Facilities

Please contact us with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Kagan', with a long horizontal line extending to the right.

Jeff Kagan  
709 Kersey Rd  
Silver Springs, MD 20902  
(410) 207-4099  
[jkagan@sterlingsr.com](mailto:jkagan@sterlingsr.com)

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<b>Total</b>	<b>3.7000</b>

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## **Exhibit 3**

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## **Sterling Senior Care Bio**

## **I. Introduction**

The principals of Sterling Senior Care, Nathan Jakobovits and Jeff Kagan own and operate nine healthcare facilities in Maryland, which include eight skilled nursing facilities and one assisted living facility.

Jeff and Nathan, both Maryland natives, created Sterling Senior Care with the goal of providing excellent resident care in a warm family-like environment. Jeff and Nathan visit Sterling's facilities often to create strong relationships with their residents, families and staff. Beyond knowing all of their staff members' names, Jeff and Nathan take pride in building lasting connections with each of their employees, independent of rank or title.

Sterling Senior Care focuses on two core areas, resident care and employee satisfaction.

Resident Care – continuum of care programming; advanced clinical programs and pathways and customer service programs.

Employee Satisfaction – collegial working environment; competitive pay and benefits package; consistent treatment of all employees and morale boosting activities.

Sterling Care is dedicated to delivering exceptional care to its residents. Led by Nicole Steck-Waite, VP of Clinical Services, the team is committed to not only honing their nursing skills but also prioritizing the comfort, safety, and overall well-being of those in their care. Sterling care's attention to maintaining high standards of cleanliness, hygiene, and infection control has led to positive clinical outcomes and regulatory compliance, particularly during the challenges of the Covid era, this commitment to quality resulted in numerous deficiency free infection control surveys. Moreover, Sterling Care offers an extensive array of enriching activities and tailored programs that cater to residents' physical, social, and emotional needs, fostering a vibrant sense of community and belonging. In essence, Sterling Care is devoted to enhancing the lives of seniors and their families through compassionate care and a nurturing environment.

Sterling Care prides themselves on having two prominent Medical Directors that serve the buildings to enhance continuity of care, Dr. Kamal Sewaralthahab and Dr. Adres Salazar.

Dr. Kamal Sewaralthahab Served as a Nephrology Research Postdoc for a period of 12 months, where he was involved in two meta-analyses (Short and long-term effects of alkali therapy in chronic kidney disease & Efficacy and safety of combined vs. single renin-angiotensin-aldosterone system blocked chronic kidney disease) that were published in the American Journal of Nephrology and American Journal of Hypertension respectively. Director of the Division of Hypertension and Nephrology (MMF), President of Synergy Medical Group (SMG Renal), Hospital Affiliations: Staff Physician – MedStar Good Samaritan Hospital, Staff Physician – MedStar Franklin Square Hospital, Staff Physician – MedStar Union Memorial, Staff Physician – Medstar Harbor Hospital, Memberships: American Society of

Nephrology, National Kidney Foundation, American college of Physicians, Post-Acute and Long-Term Care Medicine, AMDA Certified Medical Director.

Dr. Adres Salazar is a board-certified family physician and a board-certified fellowship-trained geriatrician. He finished his primary specialty at the Jamaica Hospital Medical Center in Queens, New York in 1994. Subsequently, he finished his two-year fellowship in geriatric medicine at New York University-Bellevue Hospital, New York, NY.

In 1996, Dr Salazar moved to Baltimore to take an academic position with Johns Hopkins University, serving as both Medical Director of Extended Care at Charlestown Retirement Community in Catonsville, MD, and teaching attending at John Hopkins Bayview Medical Center.

In 2002, Dr. Salazar began a new career as an independent geriatric consultant. For more than 20 years, he has served as medical director for several nursing homes, continued care retirements communities, assisted living facilities and adult day care Centers in Maryland. He is a Certified Medical Director (CMD) by the American Medical Directors Association and a Certified Dementia Practitioner by the National Council of Certified Dementia Practitioners.

Dr. Salazar is a Wound care specialist with more than 25-year experience in this field. He is a Fellow of the College of Certified Wound Specialists (FCCWS) and has been a speaker at multiple international symposiums in wound care.

Dr. Salazar has also served as Expert Witness for more than 20 years, providing expert review and testimony in various medical malpractice suits within the United States. He is a member of the Maryland Virginia I. Jones Council for Alzheimer's Disease and Related Disorders since 2012 and has served as a Physician Volunteer for the Maryland Department of Health and Mental Hygiene Emergency Response.

Both Medical Directors are highly involved in assisting the buildings with complex clinical decisions. They have spearheaded the Return to Hospital initiative by rounding on the residents in their buildings that they oversee. They have assisted with implementing medical protocols in the buildings to stabilize the residents. They perform Grande rounds at the facilities to educate the nurses and evaluate and enhance outcomes for the residents at Sterling Care.

Sterling Care has also received the Newsweek's top nursing home in Maryland award for two of our facilities, of which we are proud. Further, we have a google review rating of over 4 stars (or close to 4 stars) in most of our facilities which is difficult to achieve. In the event we do receive a negative review, we will ensure to follow up with the reviewer to learn what we could have done better and improve our processes.

## **II. Principal Bios**

The following is a summary description of the background of the key principals.

**Jeff Kagan**

Jeff Kagan, Esq., LNHA, CHC is the President of Sterling Senior Care and the co-director of operations for the facilities. Jeff handles all legal issues that arise with respect to the facilities, including vendor contract review and negotiations, and employment and labor matters. Jeff is also responsible for ensuring that the facilities adhere to all applicable federal and state regulations.

Jeff currently sits on the executive board of directors of LifeSpan Network and plays an active role in LifeSpan’s policy decisions and advancing LifeSpan’s mission and objectives ([Lifespan Network | The Association for Maryland's Senior Care Providers \(lifespan-network.org\)](http://lifespan-network.org)). LifeSpan is the largest and most diverse senior care association in Maryland, representing more than 400 institutional members, providing services for more than 40,000 of Maryland’s most vulnerable older adults. Jeff is slated to become the Chairman of the Board in January 2025.

Jeff also currently sits on the board of directors of RHN Foundation. RHN Foundation is a non-profit organization designed to fund scholarships for deserving nursing and allied health students committed to the compassionate care of others ([Rockville Nursing Home Foundation, Inc. \(rnhfoundation.org\)](http://rnhfoundation.org)). Jeff has sat on the board since the company’s inception and has promoted career advancement for Sterling Care’s employees as well as employees around the State of Maryland.

From August 2000 to April 2010 Jeff worked at the national law firms of Wilmer Cutler Pickering Hale and Dorr LLP and Dewey & LeBouff with a focus on regulatory and corporate compliance. Jeff is also a licensed nursing home administrator and is Certified in Healthcare Compliance. Jeff received his J.D. from Columbia Law School in 2000.

**Nathan Jakobovits**

Nathan Jakobovits, MBA, LHNA, RAC-CT is the CEO for Sterling Senior Care and the co-director of operations for the facilities. Nathan is a licensed administrator and acted in such capacity in Baltimore, MD. During that time, he gained a broad based and in-depth knowledge of the operational workings of SNFs. With a focus on resident care Nathan is instrumental in changing the culture and care in our facilities resulting in improved outcomes and employee retention. Nathan is also responsible for regulatory compliance and quality improvement efforts to ensure that the facilities operate within the limits of reimbursement regulatory standards at the state and federal level. Nathan received his MBA from Loyola University in Baltimore MD.

**Nicole Steck-Waitt**

Nicole Steck-Waite, RN. Nicci is the VP of Clinical Services and in her role, assesses the capabilities of the facilities and develops a roadmap to train staff to be proficient in handling complex residents. She also develops specialty programming in conjunction with the hospitals to address the different needs of the hospitals we work with. Nicci works with the facility physicians and medical director to ensure they are achieving maximum impact and providing the necessary clinical services to best accommodate the needs of our residents.

Nicole has been profiled in the 2021 McKnight's Woman of Distinction awards ceremony.

Nicole has been a Volunteer Speaker for the States Ombudsman Program.

Nicole has served on the Maryland Task Force on Oral Health.

Nicole has served on the Johns Hopkins panel for Skilled Nursing Facility Payment Models, Nursing Component Technical Expert Panel Summary.

Prior to working at Sterling Senior Care, Nicci was a DON at ManorCare and Future Care and held regional positions at FutureCare and Communicare.

### **III. Conclusion.**

The current climate in the skilled nursing industry requires a hands-on approach to both guide staff through ever changing regulation as well as to maintain efficient operations to ensure financial viability. Jeff and Nathan both are LNHAs who live in Maryland which affords us the perspective and proximity to offer the guidance and direction necessary to run successful operations. We visit and are engaged with our facilities on a daily basis, and we find that intimacy with our facilities to be a differentiator when compared to other operators. Additionally, being of the communities we serve allows us to have a unique perspective regarding residents' needs and expectations. This proximity to our facilities also serves as powerful motivation to maintain high standards of care.



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## **Exhibit 4**

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## Special Documents

### MARYLAND HEALTH CARE COMMISSION

#### GROSS, NET, AND EFFECTIVE BED NEED PROJECTIONS FOR COMPREHENSIVE CARE FACILITY OR NURSING HOME BEDS, TARGET YEAR 2022

In accordance with COMAR 10.24.20.06, the Maryland Health Care Commission (MHCC) publishes the following notice of jurisdictional gross, net, and effective bed need. These projections update and supersede the projections published in the Maryland Register on April 29, 2016. The effective bed need projection will apply in the review of Certificate of Need applications acted on by MHCC after the date of their publication. Published projections of gross bed need remain in effect until MHCC publishes updated bed need projections. Projections of net bed need and effective bed need can change during the interim period between publication of bed need projections as a result of changes in the bed inventory, changes in average bed occupancy, or changes needed to correct errors in the data or computation of the bed need projections.

Jurisdiction/ REGION	Bed Inventory as of September 1, 2019					2022 Projected Bed Need			
	Licensed Beds	CON- Approved Beds	“Waiver” Beds [1]	Temporarily Delicensed Beds	Total Bed Inventory	Gross Bed Need	Net Bed Need	Average Bed Occupancy 2016-17	Effective Bed Need [2]
<b>WESTERN MARYLAND</b>	<b>4,235</b>	<b>0</b>	<b>0</b>	<b>131</b>	<b>4,366</b>				
Allegany	908	0	0	0	908	761	-147	85.9%	0
Carroll	921	0	0	0	921	888	-33	88.3%	0
Frederick	1,082	0	0	0	1,082	1,052	-30	88.0%	0
Garrett	317	0	0	0	317	286	-31	88.1%	0
Washington	1,007	0	0	131	1,138	1,005	-133	88.0%	0
<b>MONTGOMERY COUNTY</b>	<b>4,562</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>4,567</b>				
Montgomery	4,562	0	5	0	4,567	4,035	-532	86.9%	0
<b>SOUTHERN MARYLAND</b>	<b>4,303</b>	<b>0</b>	<b>62</b>	<b>8</b>	<b>4,373</b>				
Calvert	292	0	0	0	292	311	19	80.2%	0
Charles	495	0	12	0	507	516	9	91.4%	9
Prince George’s	2,953	0	10	0	2,963	2,995	32	92.0%	32
St. Mary’s	563	0	40	8	611	581	-30	93.1%	0
<b>CENTRAL MARYLAND</b>	<b>12,114</b>	<b>96</b>	<b>0</b>	<b>130</b>	<b>12,340</b>				
Anne Arundel	1,764	20	0	0	1,784	1,692	-92	89.0%	0
Baltimore City	3,717	0	0	110	3,827	3,379	-448	90.8%	0
Baltimore County	5,288	0	0	20	5,308	4,781	-527	88.2%	0
Harford	769	48	0	0	817	777	-40	90.8%	0
Howard	576	28	0	0	604	617	13	90.2%	13
<b>EASTERN SHORE</b>	<b>2,599</b>	<b>0</b>	<b>6</b>	<b>48</b>	<b>2,653</b>				
Caroline	187	0	6	0	193	153	-40	83.4%	0
Cecil	431	0	0	23	454	432	-22	85.3%	0
Dorchester	233	0	0	25	258	213	-45	84.4%	0
Kent	228	0	0	0	228	202	-26	81.1%	0
Queen Anne’s	120	0	0	0	120	115	-5	81.0%	0
Somerset	211	0	0	0	211	192	-19	89.1%	0
Talbot	269	0	0	0	269	228	-41	83.1%	0
Wicomico	613	0	0	0	613	538	-75	80.9%	0
Worcester	307	0	0	0	307	266	-41	81.6%	0

Notes: [1] “Waiver” beds are small increments of beds that nursing homes may add, under specific conditions, without CON approval. These additions must be implemented within one year after authorization.

[2] Bed need is identified as zero if the current bed inventory exceeds gross bed need or if the two-year average bed occupancy rate is below 90%.

[19-20-18]

# Maryland Register



**Issue Date: December 1, 2023**

Volume 50 • Issue 24 • Pages 1033 — 1068

## IN THIS ISSUE

Regulations  
Special Documents  
General Notices

Pursuant to State Government Article, §7-206, Annotated Code of Maryland, this issue contains all previously unpublished documents required to be published, and filed on or before November 13, 2023 5 p.m.

Pursuant to State Government Article, §7-206, Annotated Code of Maryland, I hereby certify that this issue contains all documents required to be codified as of November 13, 2023.

Gail S. Klakring  
Acting Administrator, Division of State Documents  
Office of the Secretary of State



## Information About the Maryland Register and COMAR

### MARYLAND REGISTER

The Maryland Register is an official State publication published every other week throughout the year. A cumulative index is published quarterly.

The Maryland Register is the temporary supplement to the Code of Maryland Regulations. Any change to the text of regulations published in COMAR, whether by adoption, amendment, repeal, or emergency action, must first be published in the Register.

The following information is also published regularly in the Register:

- Governor's Executive Orders
- Attorney General's Opinions in full text
- Open Meetings Compliance Board Opinions in full text
- State Ethics Commission Opinions in full text
- Court Rules
- District Court Administrative Memoranda
- Courts of Appeal Hearing Calendars
- Agency Hearing and Meeting Notices
- Synopses of Bills Introduced and Enacted by the General Assembly
- Other documents considered to be in the public interest

### CITATION TO THE MARYLAND REGISTER

The Maryland Register is cited by volume, issue, page number, and date. Example:

- 19:8 Md. R. 815—817 (April 17, 1992) refers to Volume 19, Issue 8, pages 815—817 of the Maryland Register issued on April 17, 1992.

### CODE OF MARYLAND REGULATIONS (COMAR)

COMAR is the official compilation of all regulations issued by agencies of the State of Maryland. The Maryland Register is COMAR's temporary supplement, printing all changes to regulations as soon as they occur. At least once annually, the changes to regulations printed in the Maryland Register are incorporated into COMAR by means of permanent supplements.

(2) 1 year or less from the date of expiration, the individual shall receive a license or certificate which is valid for the appropriate license or certificate period minus the period of expiration.]

*D. Upon fulfilling the requirements for reinstatement of a certificate or license, the date of expiration of the new certificate or license shall be the date of expiration if the certificate or license had not lapsed. If that date has passed, the new expiration date shall be that of an initial certificate or license.*

THEODORE DELBRIDGE, M.D. M.P.H.  
Executive Director

## Subtitle 01 GENERAL

### 30.01.02 Documents Incorporated by Reference

Authority: Education Article, §§13-509 and 13-516, Annotated Code of Maryland

#### Notice of Proposed Action

[23-255-P-1]

The Maryland State Emergency Medical Services Board proposes to amend Regulation .01 under **COMAR 30.01.02 Documents Incorporated by Reference**. This action was considered by the State EMS Board at its open meeting held on March 14, 2023, pursuant to General Provisions Article §3-302(c), Annotated Code of Maryland.

#### Statement of Purpose

The purpose of this action is to amend the year of the Maryland Medical Protocols for Emergency Medical Services incorporated by reference to reflect the most current edition of the document.

#### Estimate of Economic Impact

The proposed action has no economic impact.

#### Economic Impact on Small Businesses

The proposed action has minimal or no economic impact on small businesses.

#### Impact on Individuals with Disabilities

The proposed action has no impact on individuals with disabilities.

#### Opportunity for Public Comment

Comments may be sent to Sheile McAllister, Administrative Assistant, MIEMSS-OAG, 653 West Pratt Street, Baltimore, MD 21201, or call 410-706-4449, or email to [smcallister@miemss.org](mailto:smcallister@miemss.org). Comments will be accepted through January 2, 2024. A public hearing has not been scheduled.

#### Editor's Note on Incorporation by Reference

Pursuant to State Government Article, §7-207, Annotated Code of Maryland, the Maryland Medical Protocols for Emergency Medical Services (MIEMSS July 1, 2023 Edition) has been declared a document generally available to the public and appropriate for incorporation by reference. For this reason, it will not be printed in the Maryland Register or the Code of Maryland Regulations (COMAR). Copies of this document are filed in special public depositories located throughout the State. A list of these depositories was published in 50:1 Md. R. 7 (January 13, 2023), and is available online at [www.dsd.state.md.us](http://www.dsd.state.md.us). The document may also be inspected at the office of the Division of State Documents, 16 Francis Street, Annapolis, Maryland 21401.

#### .01 Incorporation by Reference.

A. (text unchanged)

B. Documents Incorporated.

(1) "Maryland Medical Protocols for Emergency Medical Services (MIEMSS July 1, [2022] 2023 Edition)". This document can be obtained through the Maryland Institute for Emergency Medical Services Systems at 653 W. Pratt Street, Baltimore, Maryland 21201 (410-706-4449).

(2)—(4) (text unchanged)

THEODORE R. DELBRIDGE, M.D. M.P.H.  
Executive Director

## Special Documents

### MARYLAND HEALTH CARE COMMISSION

#### SCHEDULES FOR CERTIFICATE OF NEED REVIEW

The Maryland Health Care Commission (MHCC or Commission) provides the following schedules to interested members of the public and sponsors of health care facility and service projects subject to Certificate of Need (CON) review and approval. Not every type of project is subject to the requirements of CON review and approval or included in this review schedule. In these cases, persons seeking CON approval for

a project may file a letter of intent at any time. The procedural regulations governing CON reviews, COMAR 10.24.01, have been revised with an effective date of December 1, 2023. The newly adopted regulations will apply to all projects subject to this schedule. (See COMAR 10.24.01.07 and .08 for additional information on CON application filing and project review.)

The general criteria for Certificate of Need review are set forth at COMAR 10.24.01.08G(3). The first criterion is evaluation of the project according to all relevant State Health Plan standards, policies, and criteria. State Health Plan regulations can be accessed at [https://mhcc.maryland.gov/mhcc/pages/hcfs/hcfs\\_shp/hcfs\\_shp.aspx](https://mhcc.maryland.gov/mhcc/pages/hcfs/hcfs_shp/hcfs_shp.aspx).

This Certificate of Need review schedule updates the last schedule published in the *Maryland Register* on March 10, 2023, Volume 50, Issue 5, pages 199-202. This review schedule is not a solicitation by the Commission for Certificate of Need applications, and does not indicate, in and of itself, that additional capacity is needed in services subject to Certificate of Need review, or that Certificate of Need applications submitted for the services described will be approved by the Commission.

Applicants are encouraged to discuss their development plans and projects with the Commission Staff prior to filing letters of intent or applications.

Letters of Intent and applications for scheduled reviews may only be received and reviewed according to these published schedules. All Letters of Intent and Certificate of Need applications, including the required number of copies of CON applications, must be received at the offices of the **Maryland Health Care Commission, 4160 Patterson Avenue, Baltimore, Maryland 21215, no later than 4:30 p.m.** on the scheduled date of submission. Letters of Intent should be filed by US mail and email to [mhcc.confiling@maryland.gov](mailto:mhcc.confiling@maryland.gov) and [wynce.hawk1@maryland.gov](mailto:wynce.hawk1@maryland.gov) and [ruby.potter@maryland.gov](mailto:ruby.potter@maryland.gov) Letters of intent for projects not covered by this review schedule may be filed at any time.

For further information about review schedules or procedures, contact Jeanne-Marie Gawel, Acting Chief, Certificate of Need, at (410) 764-3371 or [jeanne-marie.gawel@maryland.gov](mailto:jeanne-marie.gawel@maryland.gov)

The Commission will use the following regional configuration of jurisdictions for the General Hospital Project, Special Hospital Project, Freestanding Ambulatory Surgical Facility Project, and Comprehensive Care Facility Project Review Schedules:

<b>Western Maryland:</b> Allegany, Frederick, Garrett, and Washington	<b>Central Maryland:</b> Anne Arundel, Baltimore City, Baltimore County, Carroll, Harford, and Howard
<b>Eastern Shore:</b> Caroline, Cecil, Dorchester, Kent, Queen Anne's, Somerset, Talbot, Wicomico, and Worcester	<b>Montgomery &amp; Southern Maryland:</b> Calvert, Charles, Montgomery, Prince George's, and St. Mary's

**General Hospital Projects**

The Commission hereby publishes the following schedules for the submission of Certificate of Need applications by general hospitals, for projects that involve: (1) capital expenditures by or on behalf of general hospitals that exceed the applicable capital expenditure threshold; (2) proposed changes in bed capacity or operating room capacity at existing hospitals; (3) the relocation of a general hospital; and/or (4) a change in the type or scope of any health care service offered by a general hospital, as specified at COMAR 10.24.01.02A, except for neonatal intensive care. Please note that the following schedule does not apply to the establishment of a new general hospital.

**Schedule One  
All General Hospital Projects**

Region	Letter of Intent Due Date	Pre-Application Conference Date	Application Submission Date
Montgomery & Southern Maryland	February 2, 2024	February 14, 2024	April 5, 2024
Western Maryland	March 1, 2024	March 13, 2024	May 3, 2024
Central Maryland	April 5, 2024	April 17, 2024	June 7, 2024
Eastern Shore	May 3, 2024	May 15, 2024	July 5, 2024

**Schedule Two  
All General Hospital Projects**

Region	Letter of Intent Due Date	Pre-Application Conference Date	Application Submission Date
Montgomery & Southern Maryland	August 2, 2024	August 14, 2024	October 4, 2024
Western Maryland	September 6, 2024	September 18, 2024	November 8, 2024
Central Maryland	October 4, 2024	October 16, 2024	December 6, 2024

Eastern Shore	November 1, 2024	November 13, 2024	January 3, 2025
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**Special Hospital Projects (Pediatric, Psychiatric, Chronic, and Rehabilitation)**

The Commission hereby publishes the following schedules for the submission of Certificate of Need applications by special hospitals, for projects that involve: (1) capital expenditures by or on behalf of special hospitals that exceed the applicable capital expenditure threshold; (2) proposed changes in bed capacity at existing special hospitals; (3) the relocation of a special hospital; and/or (4) a change in the type or scope of any health care service offered by a special hospital, as specified at COMAR 10.24.01.02A. Please note that the following schedule does not apply to establishment of a new special hospital.

**Schedule One  
Special Hospitals (Pediatric, Psychiatric, Chronic, and Rehabilitation)**

Region	Letter of Intent Due Date	Pre-Application Conference Date	Application Submission Date
Central Maryland	February 2, 2024	February 14, 2024	April 5, 2024
Eastern Shore	March 1, 2024	March 13, 2024	May 3, 2024
Montgomery & Southern Maryland	April 5, 2024	April 17, 2024	June 7, 2024
Western Maryland	May 10, 2024	May 22, 2024	July 12, 2024

**Schedule Two  
Special Hospitals (Pediatric, Psychiatric, Chronic, and Rehabilitation)**

Region	Letter of Intent Due Date	Pre-Application Conference Date	Application Submission Date
Central Maryland	August 2, 2024	August 14, 2024	October 4, 2024
Eastern Shore	September 6, 2024	September 18, 2024	November 8, 2024
Montgomery & Southern Maryland	October 4, 2024	October 16, 2024	December 6, 2024
Western Maryland	November 1, 2024	November 13, 2024	January 3, 2025

**Freestanding Ambulatory Surgical Facility Projects**

The Commission hereby publishes the following schedules for the submission of Certificate of Need applications to establish freestanding ambulatory surgical facilities, add operating rooms at an existing freestanding ambulatory surgical facility, or make a capital expenditure by a hospital for a freestanding ambulatory surgical facility project that requires Certificate of Need review and approval. The definition of freestanding ambulatory surgical facility can be found at Health-General Article §19-114(b).

**Schedule One  
Freestanding Ambulatory Surgical Facility Projects**

Region	Letter of Intent Due Date	Pre-Application Conference Date	Application Submission Date
Central Maryland	February 2, 2024	February 14, 2024	April 5, 2024
Eastern Shore	March 1, 2024	March 13, 2024	May 3, 2024
Montgomery & Southern Maryland	April 5, 2024	April 17, 2024	June 7, 2024
Western Maryland	May 10, 2024	May 22, 2024	July 12, 2024

**Schedule Two  
Freestanding Ambulatory Surgical Facility Projects**

Region	Letter of Intent Due Date	Pre-Application Conference Date	Application Submission Date
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		<b>Conference Date</b>	
Central Maryland	August 2, 2024	August 14, 2024	October 4, 2024
Eastern Shore	September 6, 2024	September 18, 2024	November 8, 2024
Montgomery & Southern Maryland	October 4, 2024	October 16, 2024	December 6, 2024
Western Maryland	November 1, 2024	November 13, 2024	January 3, 2025

**Comprehensive Care Facilities**

The Commission hereby republishes the following schedule for the review of projects proposed in CON applications that do not involve an increase in CCF bed capacity in the jurisdiction in which the project is located. These include projects that relocate an existing facility or, in effect, relocate CCF bed capacity from an existing facility to a new site within the same jurisdiction. At the time of the letter of intent submission, an applicant shall demonstrate compliance with the requirements of COMAR 10.24.20.05A(8) by submitting an analysis of the average CMS star ratings of applicable facilities. The applicant may interpret “average” to be mean or median.

**Schedule One  
Comprehensive Care Facility Services**

<b>Region</b>	<b>Letter of Intent Due Date</b>	<b>Pre-Application Conference Date</b>	<b>Application Submission Date</b>
Montgomery & Southern Maryland	December 29, 2023	January 10, 2024	February 27, 2024
Western Maryland	December 29, 2023	January 10, 2024	February 27, 2024
Central Maryland	February 2, 2024	February 14, 2024	April 5, 2024
Eastern Shore	March 1, 2024	March 13, 2024	May 3, 2024

**Schedule Two  
Comprehensive Care Facility Services**

<b>Region</b>	<b>Letter of Intent Due Date</b>	<b>Pre-Application Conference Date</b>	<b>Application Submission Date</b>
Montgomery & Southern Maryland	August 2, 2024	August 14, 2024	October 4, 2024
Western Maryland	September 6, 2024	September 18, 2024	November 8, 2024
Central Maryland	October 4, 2024	October 16, 2024	December 6, 2024
Eastern Shore	November 1, 2024	November 13, 2024	January 3, 2025

**Freestanding Medical Facility Projects**

The Commission hereby publishes the following statewide schedule for Certificate of Need review of proposed projects by general hospitals to establish or relocate freestanding medical facilities (FMFs) and proposed capital expenditures by hospitals for FMF projects that exceed the applicable capital expenditure threshold. Please note that these schedules do not apply to the filing of a request for an Exemption from Certificate of Need by a general hospital seeking to convert to a freestanding medical facility.

**Schedule One  
Freestanding Medical Facility Projects**

<b>Letter of Intent Due Date</b>	<b>Pre-Application Conference Date</b>	<b>Application Submission Date</b>
February 2, 2024	February 14, 2024	April 5, 2024

**Cardiac Surgery Services**

The Maryland Health Care Commission provides the following schedule for the review of applications for Certificates of Need (“CON”) by general hospitals seeking to introduce cardiac surgery services. This review schedule is not a solicitation by the Commission for CON applications, and it does not indicate that additional capacity is needed or that CON applications submitted will be approved by the

Commission. Applicants are encouraged to discuss their development plans and projects with the Commission staff prior to filing Letters of Intent. Please note that there is no scheduled review cycle for the Baltimore/Upper Shore region because the applicable State Health Plan, COMAR 10.24.17, states that, “a new cardiac surgery program will only be considered in a health planning region if the most recently approved program in the health planning region has been in operation for at least three years.” The most recently approved program in the Baltimore/Upper Shore region initiated operation in December, 2020.

**Region Definitions for Cardiac Surgery**

<b>Metropolitan Washington Region:</b> Calvert, Charles, Frederick, Montgomery, Prince George’s, and St. Mary’s	<b>Eastern (Lower Shore) Region:</b> Dorchester, Somerset, Wicomico, and Worcester
<b>Western Region:</b> Allegany, Garrett, and Washington	

**Schedule One**

**Cardiac Surgery Services**

Planning Region	Letter of Intent Due Date	Pre-Application Conference Date	Application Submission Date
Metropolitan Washington	February 2, 2024	February 14, 2024	April 5, 2024
Eastern (Lower Shore)	March 1, 2024	March 13, 2024	May 3, 2024
Western	April 5, 2024	April 17, 2024	June 7, 2024

**Schedule Two**

**Cardiac Surgery Services**

Planning Region	Letter of Intent Due Date	Pre-Application Conference Date	Application Submission Date
Metropolitan Washington	August 2, 2024	August 14, 2024	October 4, 2024
Eastern (Lower Shore)	September 6, 2024	September 18, 2024	November 8, 2024
Western	October 4, 2024	October 16, 2024	December 6, 2024

**Home Health Agency Projects**

**There are no scheduled CON review cycles for Home Health Agency applicants at this time.**

[23-24-05]

# General Notices

**Notice of ADA Compliance**

The State of Maryland is committed to ensuring that individuals with disabilities are able to fully participate in public meetings. Anyone planning to attend a meeting announced below who wishes to receive auxiliary aids, services, or accommodations is invited to contact the agency representative at least 48 hours in advance, at the telephone number listed in the notice or through Maryland Relay.

**STATE COLLECTION AGENCY LICENSING BOARD**

**Subject:** Public Meeting

**Date and Time:** December 12, 2023, 2 — 3 p.m. Thereafter the public meetings will take place the second Tuesday of every month, accessed via the Google Meet information below.

**Place:** Via Google Meet — please see details below.

**Add’l. Info:** Joining info:

Video call link:

<https://meet.google.com/ahz-mgnk-jsu>

Or dial: (US) +1 530-738-1353&#8236; PIN: 815 799 863#

If necessary, the Board will convene in a closed session to seek the advice of counsel or review confidential materials, pursuant to General Provisions Article, §3-305, Annotated Code of Maryland.

**Contact:** Ayanna Daugherty 410-230-6019

[23-24-06]



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## **Exhibit 5**

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COMPARISON TO PREVIOUSLY APPROVED PLAN

COMPONENT	REVISION PLAN	PREV. APPROVED PLAN	CHANGE
1 GROSS FLOOR AREA			
EXISTING BUILDING DESTRUCTION	28,104 SF	28,104 SF	
EX. BLDG TO REMAIN	0	0	
NEW BUILDING ADDITION	21,890 SF	21,890 SF	
EX. BLDG TO REMAIN	24,631 SF	24,631 SF	
EX. 3.5 HOUSE TO REMAIN	1,100 SF	1,100 SF	
EX. 3.5 HOUSE TO REMAIN	1,392 SF	1,392 SF	
EX. SERVICE AREA	30,648 SF	30,648 SF	
EX. SERVICE AREA	80,488 SF	80,488 SF	
TOTAL GFA	92,734 SF	92,734 SF	

PREVIOUSLY APPROVED PLAN

COMPONENT	REVISION PLAN	PREV. APPROVED PLAN	CHANGE
EXISTING BUILDING DESTRUCTION	28,104 SF	28,104 SF	
EX. BLDG TO REMAIN	0	0	
NEW BUILDING ADDITION	21,890 SF	21,890 SF	
EX. BLDG TO REMAIN	24,631 SF	24,631 SF	
EX. 3.5 HOUSE TO REMAIN	1,100 SF	1,100 SF	
EX. 3.5 HOUSE TO REMAIN	1,392 SF	1,392 SF	
EX. SERVICE AREA	30,648 SF	30,648 SF	
EX. SERVICE AREA	80,488 SF	80,488 SF	
TOTAL GFA	92,734 SF	92,734 SF	

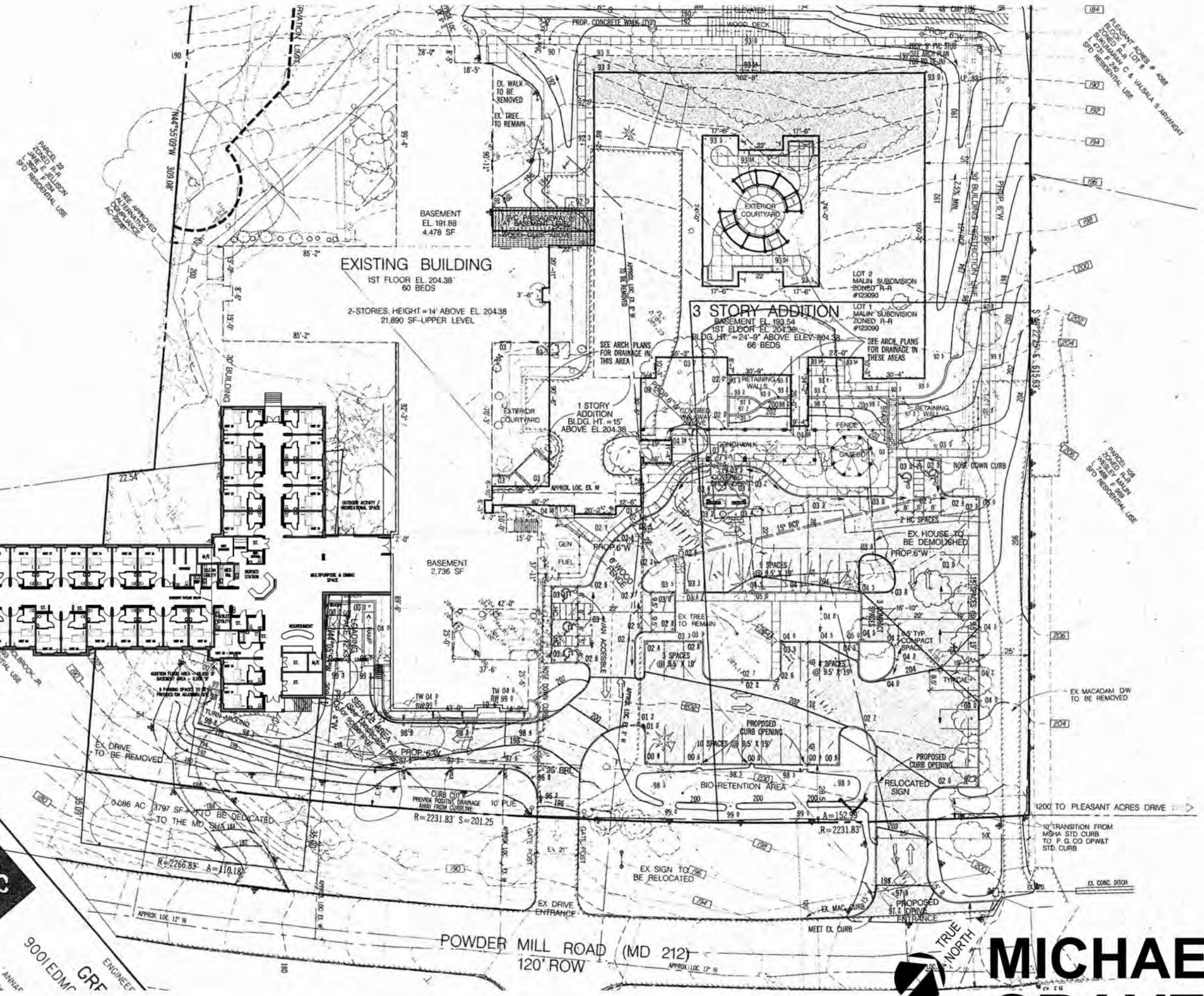
DATE BY

**GE**

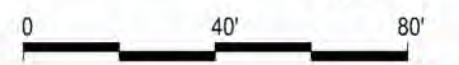
9001 EDMC GRE ENGINEER

ANNAP ROCK

A1- SITE PLAN



SEPTEMBER 22nd 2023



**MICHAEL GRAVES**

PLEASANT ACRES # 408  
ZONED R-R  
BLDG. AREA 107.8  
8.4 ACRES C & VALSALA S APPARENT  
SFD RESIDENTIAL USE

PARCEL 108  
ZONED R-R  
BLDG. AREA 107.8  
8.4 ACRES C & VALSALA S APPARENT  
SFD RESIDENTIAL USE

EX. DRIVE TO BE REMOVED

EX. DRIVE TO BE REMOVED

EX. DRIVE TO BE REMOVED

EX. DRIVE TO BE REMOVED

EX. DRIVE TO BE REMOVED

EX. DRIVE TO BE REMOVED

EX. DRIVE TO BE REMOVED

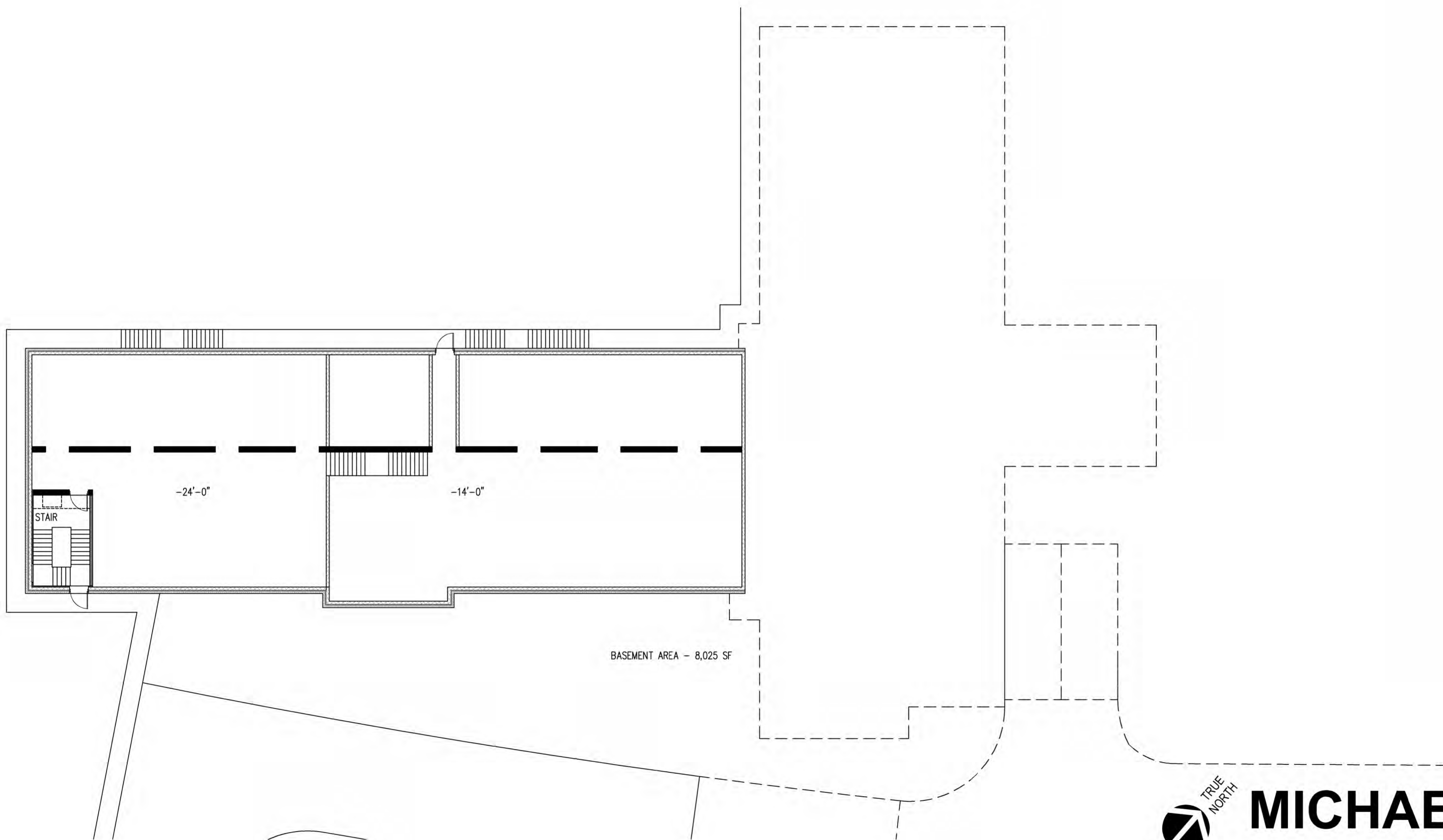
EX. DRIVE TO BE REMOVED

EX. DRIVE TO BE REMOVED

EX. DRIVE TO BE REMOVED

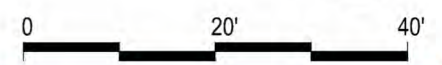
EX. DRIVE TO BE REMOVED





**A3.1-FLOOR PLAN - BASEMENT**

OCTOBER 3rd 2023



**MICHAEL  
GRAVES**

91  
A2

- EXISTING ASSISTED LIVING AREA  
62 UNITS ON THREE FLOORS (33 STUDIOS  
+ 9 1-BED UNITS)
- EXISTING SKILLED NURSING AREA  
64 BEDS (10 PRIVATE BEDS + 54  
SEMI-PRIVATE BEDS)
- NEW SKILLED NURSING AREA  
32 PRIVATE BEDS + 4 SEMI-PRIVATE  
BEDS; 36 TOTAL BEDS
- KITCHEN EXPANSION IN EXISTING  
BUILDING & CONNECTION TO EXISTING  
BUILDING

E

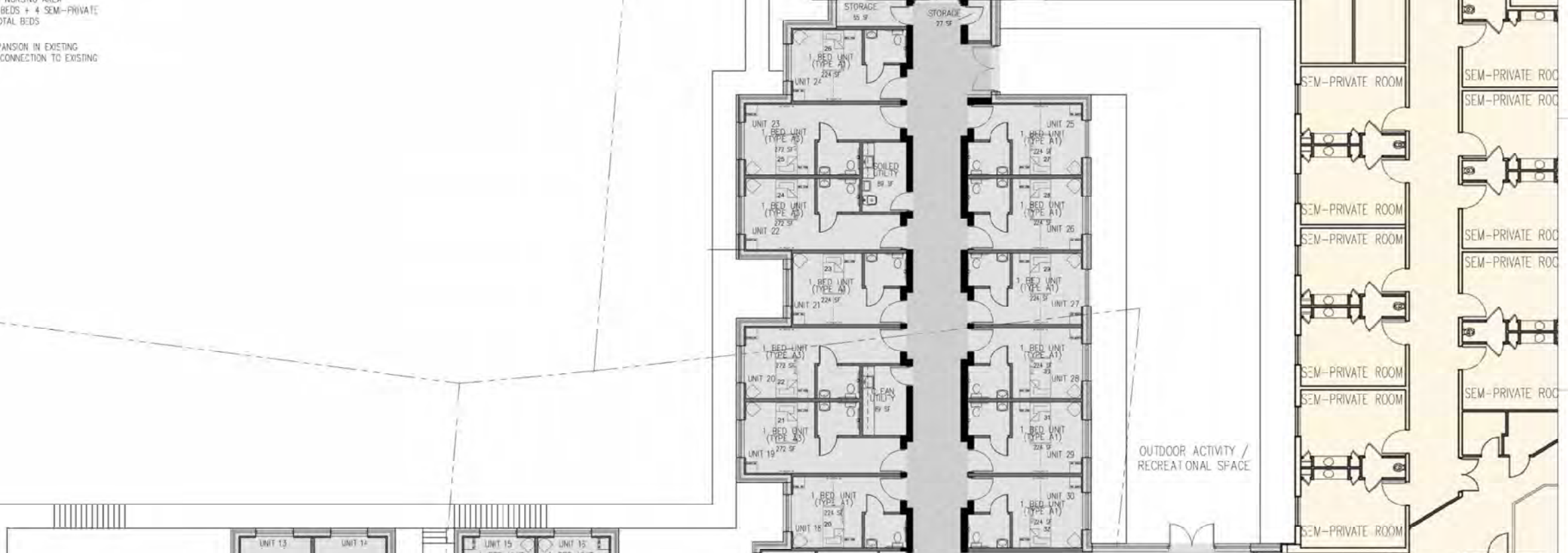
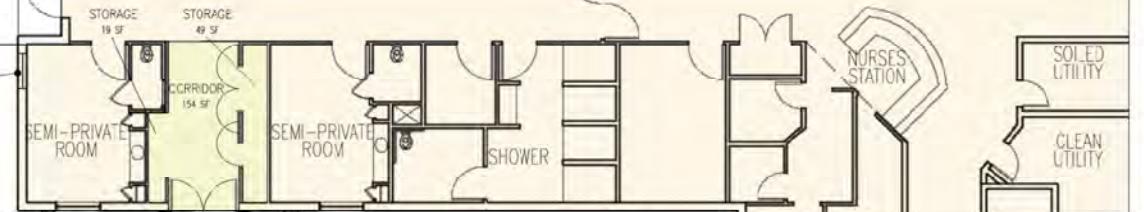
D

C

B

A

NEW WINDOW



ADDITION FLOOR AREA - 17,720 SF  
BASEMENT AREA - 7,114 SF  
9 PARKING SPACES TO BE PROVIDED

**MICHAEL GRAVES**  
341 HASSAU STREET PRINCETON, NJ 08540  
609.524.6400 | 609.851.0100  
341 HASSAU STREET PRINCETON, NJ 08540  
MICHAELGRAVES.COM

HILLHAVEN ASSISTED LIVING &  
REHABILITATION CENTER ADDITION  
3210 Powder Mill Rd,  
Adelphi, MD 20783  
PROJECT: WND-23040-00

DATE	DESCRIPTION

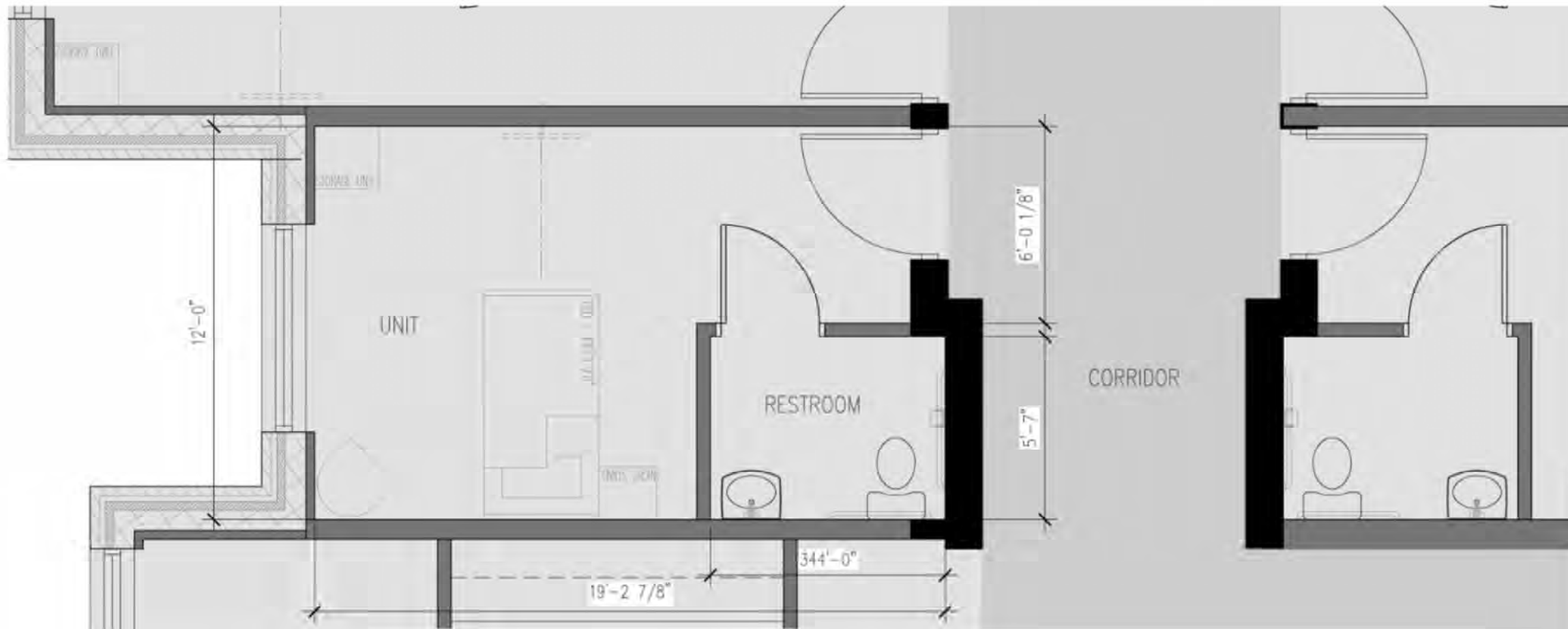
SHEET NAME:  
FIRST FLOOR PLAN

ORIG SUBMISSION 2023.10.24  
CURRENT 2023.12.17  
C.O.N. APPLICATION SET

SHEET:  
**A2** 102

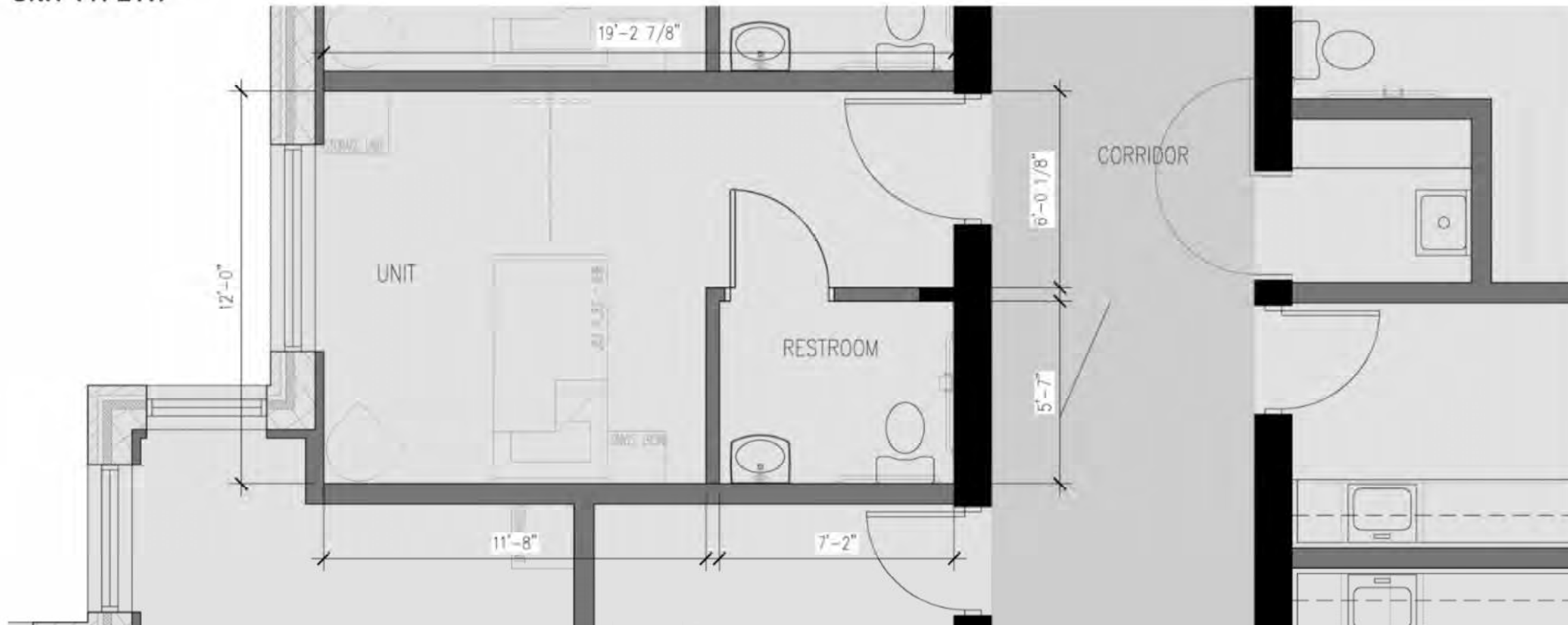


1/8" = 1'-0"



UNIT TYPE A1  
AREA - 224 SF

UNIT TYPE A1



UNIT TYPE A2  
AREA - 231 SF

UNIT TYPE A2

**A4- UNIT PLANS**

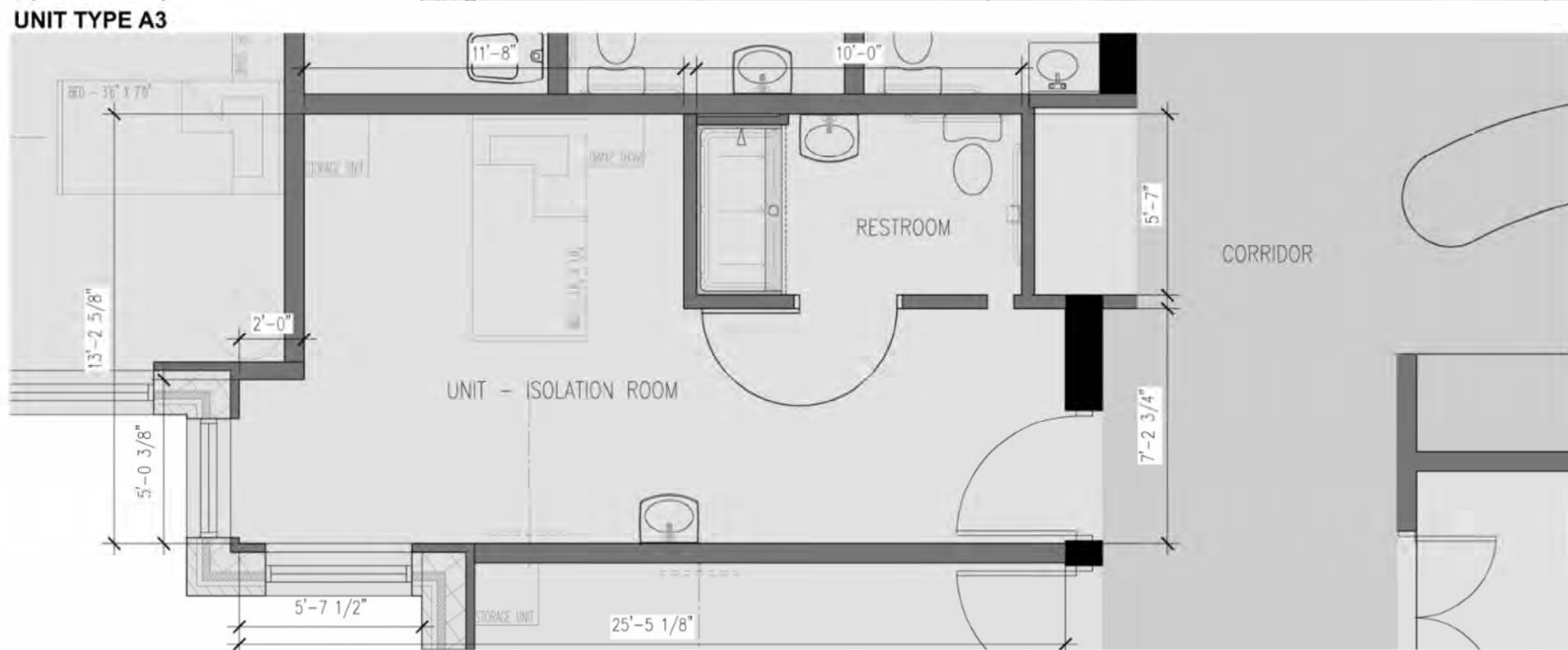
DECEMBER 17th 2023



**MICHAEL  
GRAVES**



UNIT TYPE A3  
AREA - 272 SF



UNIT TYPE A4  
AREA - 312 SF

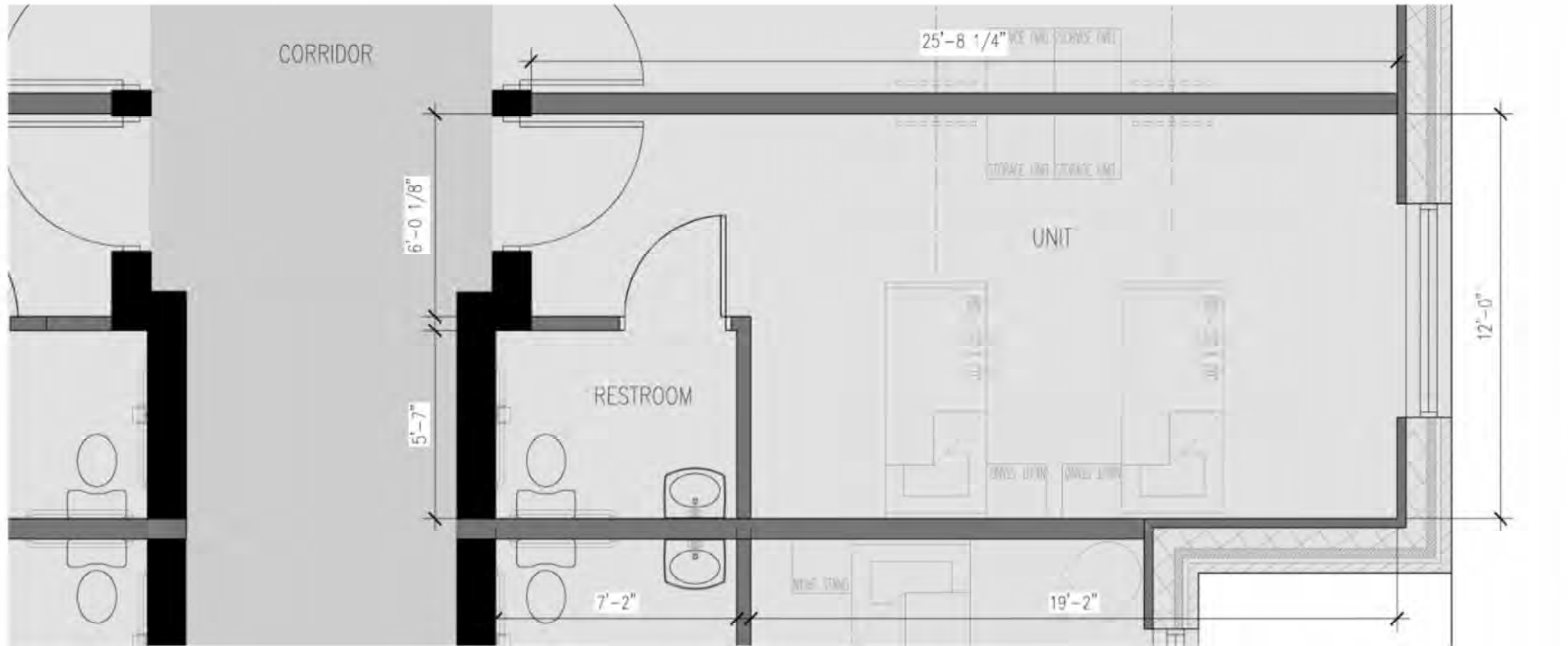
UNIT TYPE A3

# A5- UNIT PLANS

DECEMBER 17th 2023



# MICHAEL GRAVES



UNIT TYPE B1

UNIT TYPE B1  
AREA - 314 SF



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## **Exhibit 6**

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# HOME AND COMMUNITY-BASED OPTIONS WAIVER

Maryland's Home and Community-Based Options Waiver provides community services and supports to enable older adults and people with physical disabilities to live in their own homes.

## AVAILABLE WAIVER SERVICES

- Assisted Living
- Medical Day Care
- Family Training
- Case Management
- Senior Center Plus
- Dietitian and Nutritionist Services
- Behavioral Consultation

**Waiver participants are also eligible to receive Medicaid services which may include:**

### Community First Choice Services

- Personal Assistance Services
- Supports Planning
- Nurse Monitoring
- Personal Emergency Response Systems
- Assistive Technology
- Environmental Assessments
- Accessibility Adaptations
- Consumer Training
- Transition Services
- Home Delivered Meals

### Other Services

- Physician and Hospital Care
- Pharmacy
- Home Health
- Laboratory Services
- Mental Health Services
- Disposable Medical Supplies and Durable Medical Equipment

## WHO SHOULD APPLY

Maryland residents who need support with activities of daily living, such as bathing, grooming, dressing, and getting around.

## ELIGIBILITY GUIDELINES

### *Medical and Technical Criteria*

- Individuals must be age 18 or older
- Individuals must meet the level of care required to qualify for nursing facility services.

### *Financial Criteria*

- An individual's income and assets are reviewed to determine financial eligibility for Medical Assistance.
- The monthly income of an individual may not exceed 300% of SSI benefits, and the countable assets may not exceed \$2,000 or \$2,500 (depending on eligibility category).
- Only the income and assets of the individual (and assets of any spouse) are considered in determining financial eligibility.

## PERSONS INTERESTED SHOULD:

*If you live in a nursing facility:*

Contact Maryland Access Point at:  
1-844-627-5465

*If you live in the community:*

The waiver cannot accept new community applicants at this time. A Service Registry was developed for interested community individuals. For more information, please call Maryland Access Point at:

1-844-627-5465



**MARYLAND**  
Department of Health

Larry Hogan, Governor – Boyd Rutherford, Lt. Governor  
Maryland Department of Health  
Office of Health Services  
Community Integration Programs  
201 W. Preston Street, Room 136  
Baltimore, MD 21201  
410-767-1739

## **MDH Non-Discrimination Statement**

The Maryland Department of Health (MDH) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability in its health programs and activities.

### **English**

Help is available in your language: 1-410-767-1739. These services are available for free.

### **Español/Spanish**

Hay ayuda disponible en su idioma: 1-410-767-1739. Estos servicios están disponibles gratis.

### **中文/Chinese**

用您的语言为您提供帮助：1-410-767-1739。 这些服务都是免费的

### **Русский/Russian**

Помощь доступна на вашем языке: 1-410-767-1739). Эти услуги предоставляются бесплатно.



EXHIBIT 2A  
HOW TO APPLY FOR AND USE MEDICARE AND MEDICAID BENEFITS

	<b>MEDICARE</b>	<b>MEDICAID</b>
<b>WHAT'S COVERED</b>	<p>1. Care in a hospital;</p> <p>2. If you are admitted to an approved facility within thirty (30) days following a three-day qualifying hospital stay (not including the day of discharge) Medicare may cover up to 100 days of skilled nursing and rehabilitation care. This coverage depends on your medical condition, and whether your doctor orders on a daily basis. If these conditions are met, Medicare provides full coverage for the first twenty (20) days. You must make a co-payment after that.</p> <p>Nursing services, Dietary services, Activities programs, Room/bed maintenance, Routine personal hygiene items, and Medically-related Social Services are included.</p>	<p>Medicaid is a comprehensive program that will cover most of the costs of a nursing home stay. Nursing services, Dietary services, Activities programs, Room/bed maintenance, Routine personal hygiene items, and Medically-related Social Services are included.</p>
<b>YOUR CONTRIBUTION</b>	<p>Medicare does not pay 100% of the cost of covered services. You will be required to pay part of the charges. Your payment may be called a “co-payment,” “deductible” or “premium,” depending on the type of care provided. If you receive Medicaid, Medicaid may pay for any payment that you are responsible for under Medicare.</p>	<p>Depending on your income, you may be required to make a contribution toward the cost of your care. The amount of any contribution will be calculated by the local Department of Social Services. You will need to pay this contribution to the Facility for every month in which you are eligible for Medicaid, including partial months.</p>
<b>WHO'S ELIGIBLE</b>	<p>People 65 years old or older who are eligible to collect benefits under Social Security are eligible. Persons who receive Social Security disability benefits for at least 24 months, or have been found eligible for Medicare by the Social Security Administration because they have</p>	<p>Eligibility is based on your income and resources (assets):</p> <p>1. <u>Resources</u>: The local Department of Social Services will evaluate your resources (assets) and tell you whether you qualify. The following are examples of items usually <u>not</u> counted as resources:</p>



Assisted Living  
Nursing and Rehabilitation Center

	<p>end stage renal disease requiring regular dialysis or kidney transplant are also eligible.</p>	<p>a. Your house if your spouse or dependent relative lives there or if you express an intent to return there;  b. Household goods;  c. Personal property in your possession in the nursing home;  d. A certain amount of money for burial arrangements.</p> <p>NOTE: You will not be eligible for some period of time if you have transferred resources for less than fair market value to someone other than your spouse, or a blind or disabled child, within sixty months before you apply for Medicaid.</p> <p>2. <u>Income</u>: If your income is less than the facility's private pay rate, you may be eligible. If you qualify, a portion, determined by Medicaid, is protected for your personal use while in the facility. Medicaid may protect other portions of your income as well.</p>
<p>HOW TO APPLY</p>	<p>Contact Social Security Administration:  1-800-772-1213  (TTY 1-800-325-0778)</p>	<p>Contact DHR/Dept of Social Services at phone number:  (410) 455-7517 MD DHR  (301) 909-7025 PG Dept Soc Serv</p>
<p>WHO TO CONTACT IF YOU HAVE A QUESTION OR A PROBLEM</p>	<p>To learn more about Medicare coverage of nursing home expenses, and about how to appeal a Medicare denial of payment, contact Beneficiary Relations of the Centers for Medicare &amp; Medicaid Services at: 1-800-MEDICARE (800-633-4227) TTY: 1-877-486-2048.</p>	<p>If your application for Medicaid is denied, your coverage is terminated, or a service is not covered, you may appeal that decision according to the instructions contained in the notice provided to you.</p>
<p>RETRO-ACTIVE COVERAGE</p>	<p>Not applicable.</p>	<p>The nursing home services that you received in the 3 months prior to your application for Medicaid may be covered by Medicaid, if you specifically request this coverage.</p>



EXHIBIT 2B  
MEDICAL ASSISTANCE  
NURSING FACILITY SERVICES

**Important Information - Please Read Carefully**

The Medical Assistance Program, also known as Medicaid, is a governmental program to help people pay their medical bills. To be eligible, one must be financially unable to pay the cost of medically necessary care. Eligibility, therefore, has two tests: (1) financial eligibility; and (2) medical eligibility. Financial eligibility is determined by the local Department of Social Services. Medical eligibility is determined by the Medical Assistance Program.

It is important to understand that even if you can no longer afford to pay for nursing facility care, Medical Assistance will not pay for nursing facility services unless you are also medically eligible for these services. You may obtain information regarding financial eligibility from the local Department of Social Services at no cost. If you want to know if you are medically eligible before you apply for Medical Assistance, for a nominal fee, you may obtain an assessment of your medical eligibility from the same contractor who currently functions as the State Review Agent for the Medical Assistance Program.

To obtain an assessment of your potential medical eligibility, you may call the local Department of Social Services (Prince George's County) at 301-909-7025.

Medical conditions of nursing facility residents change over time. Therefore, the assessment you receive is advisory only and is not binding on the Medical Assistance Program. The assessment will, however, assist you in making an informed decision regarding your need for nursing facility care or for less intensive community based care. Community alternatives to nursing facility services are available. Information about community alternatives can be obtained from your Local Health Department, Geriatric Evaluations Services and from your local Area Agency or Aging Office.

If you want additional information regarding Medical Assistance nursing facility benefits, please do not hesitate to call contact the local Department of Social Services (Prince George's County) at 301-909-7025.

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## **Exhibit 7**

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11000 Reisterstown Road  
Owings Mills, MD 21117  
(443) 765-3924  
aegcontractinginc.com

February 23, 2024

Center for Health Care Facilities Planning and Development  
Maryland Health Care Commission  
4160 Patterson Avenue  
Baltimore, MD 21215

**RE: Estimated Capital Costs for Construction and Renovations Associated with Sterling Care Hillhaven's Comprehensive Care Facility 32-Bed Expansion, Adelphi, Prince George's County**

Dear Ms. Hawk and Ms. Potter,

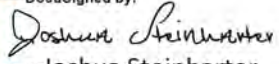
We have been involved with design and have reviewed the scope of work planned by Sterling Care Hillhaven to construct a 34-bed addition at its Comprehensive Care Facility located at 3210 Powder Mill Road, Adelphi, MD 20783.

Based on our knowledge and experience, I submit the attached cost estimates for the construction and renovations associated with this project.

The construction will be in compliance with Americans with Disabilities Act, and all other local, state, and federal requirements relevant to this type of facility.

Thank you for your time and attention.

Sincerely,

DocuSigned by:  
  
Joshua Steinharter  
MHIC-124799  
AEG Contracting, Inc.



**Capital Costs Associated with Construction and Renovation  
of a Comprehensive Care Facility Expansion  
Adelphi, Prince George's County**

**Capital Cost: Construction/Renovation Portion**  
**Applicant: Sterling Care Hillhaven**

<b>Category</b>	<b>Cost</b>
Site Preparation	\$ <u>1,180,000</u>
Construction/Renovation Contract(s)	\$ <u>5,500,000</u>
Landscaping	\$ <u>50,000</u>
<b>Total Capital Cost</b>	<b>\$ 7,500,000*</b>

Medical equipment and all other costs separately estimated by client.

\*Includes Architect and Engineering fees, Permits and contingency costs

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## **Exhibit 8**

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**Ownership of Other Nursing Homes by Hillhaven Owners Kagan and Jakobovits, as of December 31, 2023**

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**Jeff Kagan is the beneficial owner and manager in the below facilities:**

	<b>Name</b>	<b>Ownership %</b>	<b>Address</b>	<b>Closing Date</b>
1	Sterling Care South Mountain	15.5%	141 S Main St, Boonsboro, MD 21713	1/1/18
2	Sterling Care Frostburg Village	15.5%	1 Kaylor Circle Frostburg MD 21532	1/1/18
3	Sterling Care Frostburg Village Assisted Living	15.5%	1 Kaylor Circle Frostburg MD 21532	1/1/18
4	Sterling Care Riverside	36%	1123 Belcamp Garth, Belcamp MD 21017	5/1/19
5	Sterling Care Rockville Nursing	50%	303 Adclare Road Rockville, MD 20850	11/1/20
6	Sterling Care Bel Air	42.5%	410 East Macphail Road, Bel Air, Maryland 21014	6/1/22
7	Sterling Care Bethesda	42.5%	5721 Grosvenor Lane, Bethesda, Maryland 20814	6/1/22
8	Sterling Care Forest Hill	42.5%	109 Forest Valley Drive, Forest Hill, Maryland 21050	6/1/22
9	Sterling Care Hillhaven	34.5%	3210 Powder Mill Road, Adelphi Maryland	8/1/23

**Jeff Kagan is a passive owner (beneficial owner) in the below facilities and does NOT partake in the day-to-day management of these facilities:**

	<b>Name</b>	<b>Ownership %</b>	<b>Address</b>	<b>Closing Date</b>
10	Peace Healthcare At Lions Center	22%	901 Seton Dr Cumberland, MD 21502	1/1/22
11	Pawtucket Falls Healthcare Center (Sold January 2024)	25%	70 Gill Avenue Pawtucket, RI 02861	11/1/20
12	Peace Healthcare at Dennet Road	12.5%	1113 Mary Drive, Oakland, Maryland 21550	8/1/22
13	Peace Healthcare at Mountain City	12.5%	48 Tarn Terrace, Frostburg, Maryland 21532	8/1/22
14	Peace Healthcare at Ridgeway Manor	20%	5743 Edmondson Avenue, Catonsville, MD 21228	11/1/22
15	Coral Bay at Pensacola	23%	600 W. Gregory St., Pensacola, FL 32502	9-1-22
16	Vivo Healthcare Orange Park	14%	570 Wells Rd Orange Park, FL	9-8-22
17	Vivo Healthcare Normandy	14%	8495 Normandy Blvd, Jacksonville, FL	9-8-22
18	Vivo Healthcare University	14%	3648 University Blvd, South Jacksonville, FL	9-8-22
19	Havencare at Filosa	28%	13 Hakim Street Danbury, CT 06810	9-12-23
20	HavenCare at Hancock Hall	28%	31 Staples Street Danbury, CT 06810	9-12-23

**Ownership of Other Nursing Homes by Hillhaven Owners Kagan and Jakobovits, as of December 31, 2023**

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**Nathan Jakobovits is the beneficial owner and manager in the below facilities:**

	<b>Name</b>	<b>Ownership %</b>	<b>Address</b>	<b>Closing Date</b>
1	Sterling Care South Mountain	15.5%	141 S Main St, Boonsboro, MD 21713	1/1/18
2	Sterling Care Frostburg Village	15.5%	1 Kaylor Circle Frostburg MD 21532	1/1/18
3	Sterling Care Frostburg Village Assisted Living	15.5%	1 Kaylor Circle Frostburg MD 21532	1/1/18
4	Sterling Care Riverside	36%	1123 Belcamp Garth, Belcamp MD 21017	5/1/19
5	Sterling Care Rockville Nursing	50%	303 Adclare Road Rockville, MD 20850	11/1/20
6	Sterling Care Bel Air	42.5%	410 East Macphail Road, Bel Air, Maryland 21014	6/1/22
7	Sterling Care Bethesda	42.5%	5721 Grosvenor Lane, Bethesda, Maryland 20814	6/1/22
8	Sterling Care Forest Hill	42.5%	109 Forest Valley Drive, Forest Hill, Maryland 21050	6/1/22
9	Sterling Care Hillhaven	34.5%	3210 Powder Mill Road, Adelphi Maryland	8/1/23

**Nathan Jakobovits is a passive owner (Beneficial owner) in the below facilities and does NOT partake in the day-to-day management of these facilities:**

	<b>Name</b>	<b>Ownership %</b>	<b>Address</b>	<b>Closing Date</b>
10	Peace Healthcare At Lions Center	22%	901 Seton Dr Cumberland, MD 21502	1/1/22
11	Pawtucket Falls Healthcare Center (Sold January 2024)	25%	70 Gill Avenue Pawtucket, RI 02861	11/1/20
12	Peace Healthcare at Dennet Road	12.5%	1113 Mary Drive, Oakland, Maryland 21550	8/1/22
13	Peace Healthcare at Mountain City	12.5%	48 Tarn Terrace, Frostburg, Maryland 21532	8/1/22
14	Peace Healthcare at Ridgeway Manor	20%	5743 Edmondson Avenue, Catonsville, MD 21228	11/1/22
15	Coral Bay at Pensacola	23%	600 W. Gregory St., Pensacola, FL 32502	9-1-22
16	Vivo Healthcare Orange Park	14%	570 Wells Rd Orange Park, FL	9-8-22
17	Vivo Healthcare Normandy	14%	8495 Normandy Blvd, Jacksonville, FL	9-8-22
18	Vivo Healthcare University	14%	3648 University Blvd, South Jacksonville, FL	9-8-22
19	Havencare at Filosa	28%	13 Hakim Street Danbury, CT 06810	9-12-23
20	Havencare at Hancock Hall	28%	31 Staples Street Danbury, CT 06810	9-12-23

## Ownership of Other Nursing Homes by Hillhaven Owners Kagan and Jakobovits, Prior to 2023

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**Jeff Kagan had ownership in the following two facilities.**

	Name	Ownership %	Address	Closing Date
1	Oakwood Care Center (Sold 2020)	17%	1300 Windlass Drive, Middle River, MD	05/01/13
2	Lynwood Manner Healthcare Center (Sold 2021)	13%	730 Kimole Lane, Adrian, MI	06/01/11

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## **Exhibit 9**

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**Sterling Care Maryland Sanctions List (as of 2/24)**

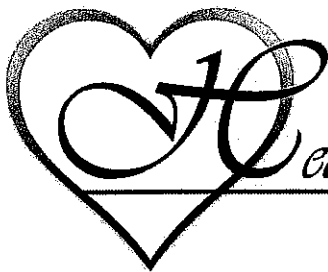
<b>Facility</b>	<b>Amount and Reason</b> Payments are less than original penalty based on resolutions with CMS	<b>Outcome</b>
Sterling Care at Frostburg Village	\$658 CMP issued 4/11/22 (NHSN/Medicare Reporting)	Resolved through compliance
Sterling Care Riverside	\$658 CMP issued 4/11/22 (NHSN/Medicare Reporting)	Resolved through compliance
Sterling Care Rockville Nursing	\$658 CMP issued 4/11/22 (NHSN/Medicare Reporting)	Resolved through compliance
Sterling Care at South Mountain	\$658 CMP issued 4/11/22 (NHSN/Medicare Reporting)	Resolved through compliance
Sterling Care at South Mountain	\$3,250 CMP issued 3/9/21 (D level infection control deficiency. Automatic CMP per CMS guidelines)	Resolved through compliance
Sterling Care at South Mountain	\$9,750 CMP issued 10/4/21 (D level infection control deficiency. Automatic CMP per CMS guidelines)	Resolved through compliance
Sterling Care at South Mountain	\$9,750 CMP issued 1/6/22 (D level infection control deficiency. Automatic CMP per CMS guidelines)	Resolved through compliance
Vivo Healthcare University	\$4,839 CMP issued 9/19/22 (NHSN/Medicare Reporting)	Resolved through compliance
Peace Healthcare at Lions	\$147,826 CMP issued 5/22 (For IJ and G deficiencies during survey that started prior to takeover and ended after takeover)	Resolved through compliance
Peace Healthcare at Lions	\$98,631 CMP issued 7/13/23 (For a G deficiency during a survey)	Resolved through compliance

Peace Healthcare at Lions	\$658 CMP issued 2/7/22 (NHSN/Medicare Reporting)	Resolved through compliance
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Total IJs and Gs for all facilities owned and operated by Sterling Care as well as all passive ownership by Jeff Kagan and Nathan Jakobovits, such as Peace Healthcare. Jeff and Nathan own 11% each in Lions.

1. Sterling Care Frostburg Village – received an IJ during a survey on June 5, 2019.
2. Peace Healthcare at Lions – received two IJs during survey on January 10, 2022. Note, this is the survey that started prior to taking over facility and ended after takeover. All items noted in this survey predates the beginning of operations for Peace.
3. Peace Healthcare at Lions – received a G during survey on March 22, 2023. This deficiency was for something that took place in the first quarter of operations of Peace. The facility needed a complete improvement, which does take time and typically more than a few months.






January 6, 2022

In order to alleviate the immediate jeopardy, we have arranged for staff to provide one on one direct supervision of Resident #9 until her transfer can be completed to another facility with a specialized unit. Staff have been educated to remain with her at all times within arms length when out of bed until that takes place. I personally instructed the designated staff provide direct supervision to Resident #9 at all times. The designated staff will remain right outside of Resident #9's bedroom door while she is sleeping. When the staff goes on break or use the restroom, they are to have the nurse on the hall cover for them. We have reached out to another facility, who have confirmed acceptance of her transfer tomorrow, January 7<sup>th</sup>, 2022. In the event the transfer does not occur on January 7<sup>th</sup>, we will continue the one-on-one supervision until it does.

Respectfully submitted,

  
Amy Hendershot, LNHA

Administrator

  
Kimberly A Kaisner RN BSN

Director of Nursing

**History with CMS and OHCQ for Oakwood Care Center, Middle River, Maryland**

Jeff Kagan Owned and managed May 2013 through January 2016 , sold all ownership in January 2020. Records show no history of I, J or G penalties while under Jeff's management.

**History with CMS and OHCQ for Lynwood Manor Healthcare Center, Adrian , Michigan**

Jeff Kagan Owned and managed approximately October 2011 through 2016 , sold all ownership in December 2021

\$326,100 CMP issued 3/18/21	Immediate jeopardy finding of 25 days before resolution
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Note: This penalty occurred after Jeff Kagan stopped managing the facility . Admissions were not suspended.

### **Pawtucket Falls, Rhode Island, CMS Penalties and Resolutions**

- \$54,865 CMP issued 1/6/23; Resolved through compliance  
Denial of Payments 1/6/23; Resolved through compliance
- \$64,932 CMP issued 9/21/22: Resolved through compliance
- \$30,889 CMP issued 3/25/22: Resolved through compliance

Note: There were no admission bans associated with these penalties. Both Jeff Kagan and Nathan Jakobovits were passive owners only in this facility's operating company. Both Jeff and Jacob sold their ownership in this facility in January 2024.

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## **Exhibit 10**


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MEMORANDUM

TO: Persons Who Filed Letters of Intent

FROM: Ruby Potter   
Health Facilities Coordinator

RE: List of Letters of Intent for Comprehensive Care Projects in Southern Maryland

DATE: January 3, 2024

I am writing in regards to the Letters of Intent submitted by the applicants referenced below for Comprehensive Care Projects in Southern Maryland

The following Letter of Intent were received by the Commission.

1. Sterling Care Hillhaven – (Prince George’s County)  
Intent to apply for 34 additional skilled nursing home beds, 12 from MHCC’s projected Comprehensive Care Facility need for 32 more beds in Prince George’s County for the Target Year 2022, and 22 acquired from Sacred Heart Home, Inc. in Hyattsville, Maryland and relocate those beds to the facility located at 3210 Powder Mill Road, Adelphi.

In accordance with CON Regulations, a simultaneous submission date has been established for submission of the CON application referenced in the Letter of Intent. The submission date for the Certificate of Need application is **February 27, 2024**.

***A Pre-Application Conference has been scheduled for January 10, 2024 at 9:30 a.m. Virtual.***

Meeting ID  
[meet.google.com/jmm-htka-imd](https://meet.google.com/jmm-htka-imd)

Phone Numbers

(US)+1 408-831-1897

PIN: 969 755 171#

On the date of simultaneous submission, the applicant shall submit **Four (4)** hard copies of the application, and a PDF and word version of the application to the Health Facilities Coordination Office. Please e-mail copies to [ruby.potter@maryland.gov](mailto:ruby.potter@maryland.gov) and [mhcc.confilings@maryland.gov](mailto:mhcc.confilings@maryland.gov) Only 1 copy of large blue prints are needed when submitting your application. Applicants shall certify within 5 days of the filing of their application that they have mailed a copy of the application to the above persons.

If you have any questions on this matter, please do not hesitate to contact Jeanne-Marie Gawel at 410-764-3261 or at [jeanne-marie.gawel@maryland.gov](mailto:jeanne-marie.gawel@maryland.gov)

cc: Matthew Levy, M.D., Health Officer, Prince George's County  
Wynee Hawk, Chief, Certificate of Need  
Bill Chan  
Eric Baker  
Jeanne Marie Gawel  
Maira Lawson  
Alexa Bertinelli, Esquire  
Caitlin Tepe, Esquire



December 22, 2023

DELIVERED VIA EMAIL AND MAIL

Center for Health Care Facilities Planning and Development  
Maryland Health Care Commission  
4160 Patterson Avenue  
Baltimore, MD 21215

ATTN: Center for Health Care Facilities Planning and Development  
Wynee Hawk, Director  
Jeanne-Marie Gawel Acting Chief, Certificate of need  
Ruby Potter, Program Manager  
[ruby.potter@maryland.gov](mailto:ruby.potter@maryland.gov)  
[Jeanne-marie.gawel@maryland.gov](mailto:Jeanne-marie.gawel@maryland.gov)

Dear Ms. Hawk and Ms. Potter:

On behalf of Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven, located at 3210 Powder Mill Road, Adelphi, MD 20783, and its owners, Jeff Kagan, Nathan Jakobovits, and Yoni Grunbaum, I am submitting a Letter of Intent to file a Certificate of Need application, for 34 additional skilled nursing home beds.

Addresses of the applicants:

1. Hillhaven SNF Operator, LLC d/b/a Sterling Care Hillhaven formed on 3/23/2023
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902
  - b. Physical Address: 3210 Powder Mill Rd, Adelphi, MD 20783
2. Jeff Kagan – 35% owner, Hillhaven SNF Operator
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902
3. Nathan Jakobovits – 35% owner, Hillhaven SNF Operator
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902
4. Yoni Grunbaum – 11% owner
  - a. Address: 709 Kersey Rd, Silver Springs, MD 20902

We intend to apply for 34 additional skilled nursing home beds, 12 from MHCC's projected Comprehensive Care Facility need for 32 more beds in Prince George's County for the Target Year 2022, and 22 acquired from Sacred Heart Home, Inc. in Hyattsville, Maryland. In the alternative, we will apply for whatever beds may be available in the county at the time the application is due, with the balance of beds acquired from Sacred Heart Home.

These additional beds will be developed at Sterling Care Hillhaven, 3210 Powder Mill Rd, Adelphi, MD 20783, under the jurisdiction of Prince George's County, MD.

Several factors, including increased efficiency and systematic changes in the skilled nursing home environment are reasons for the planned Certificate of Need application. As a premier, high quality, skilled nursing and rehab center operator, Sterling Care finds that our residents are more frequently demanding private accommodations. Additionally, the high volume of short-term rehabilitation clients in our community each day, demands from local hospitals for more such placements means that this facility needs more capacity. Hillhaven's ability to accommodate longer term residents has been limited by high demand for short stay placement in the past few years. This is over and above placement complications associated with COVID patients.

To accommodate the 34 additional skilled nursing beds, our goal is to build an additional nursing unit designed around the increasingly demanding needs of rehab residents. Most of the new beds would be private rooms, helping assuage what is one of our top customer requests.

Expanding the number of private rooms will help us increase the range of personalized services at this facility . We can provide more patients at Hillhaven with modalities, such as respiratory therapy and other treatments that can be difficult to accommodate gracefully in semi-private accommodations. Tracheostomy care, in-room dialysis, pain management programs, and other unique programming will benefit from these private accommodations. Infection control prevention is also easier to manage in private than semi-private rooms.

With the addition of these 34 beds in conjunction with our recently built, state of the art rehab gym, Hillhaven won't just be a great nursing home, it will be a premier spot in which to reside or just get well. For your convenience, I have attached a copy of the Star Rating scores for our Maryland Facilities

Please contact us with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Kagan', followed by a long horizontal line extending to the right.

Jeff Kagan  
709 Kersey Rd  
Silver Springs, MD 20902  
(410) 207-4099  
[jkagan@sterlingsr.com](mailto:jkagan@sterlingsr.com)



**Sterling Care Star Ratings Calculation for Maryland Facilities owned by related parties.**

*Note* these calculations are simple averages. We own four facilities for more than three years. The average Overall Quality Star Rating for the facilities for the past five quarters is 3.7. Seventy percent of four facilities is 2.8 facilities. Round that to three because a partial facility does not exist. Individually and in the aggregate, we meet the requirement that the Average Overall Quality Rating 70 percent of the facilities for the past five quarters exceeds. 3.0.

		Overall Quality
Sterling Care at South Mountain	Q3 2023	3
	Q2 2023	3
	Q1 2023	3
	Q4 2022	3
	Q3 2022	3

		Overall Quality
Sterling Care at Frostburg	Q3 2023	2
	Q2 2023	2
	Q1 2023	2
	Q4 2022	3
	Q3 2022	2

		Overall Quality
Sterling Care at Riverside	Q3 2023	4
	Q2 2023	5
	Q1 2023	5
	Q4 2022	5
	Q3 2022	5

		Overall Quality
Sterling Care Rockville	Q3 2023	4
	Q2 2023	5
	Q1 2023	5
	Q4 2022	5
	Q3 2022	5

**Average Star Rating By Quarter All Facilities**

Q3 2023	3.2500
Q2 2023	3.7500
Q1 2023	3.7500
Q4 2022	4.0000
Q3 2022	3.7500
Total	<b>3.7000</b>

**Average 5Q Star top 70%**

South Mountain	3
Riverside	4.8
Rockville	4.8
Average	<b>4.350</b>

**Average 5Q Star Rating By Facility**

South Mountain	3.0000
Riverside	4.8000
Frostburg	2.2000
Rockville	4.8000
Total	<b>3.7000</b>

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## **Exhibit 11**

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**AGREEMENT BETWEEN THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE AND  
STERLING CARE AT HILLHAVEN**

This document contains the agreement made on this [NUMBER] day of [MONTH AND YEAR], between the Maryland Medical Assistance Program ("Medicaid Program"), and Sterling Care at Hillhaven (the "Facility").

WHEREAS, the Facility has applied for or has received a Certificate of Need from the Maryland Health Care Commission ("the Commission") to establish, expand, renovate, or replace a nursing home; and

WHEREAS, the Commission will not approve a Certificate of Need for an applicant that participates and/or proposes to participate in the Medicaid Program unless the applicant has executed a written agreement (identified as a "Memorandum of Understanding" in the Maryland State Health Plan for Facilities and Services: Nursing Home and Home Health Agency Services (Oct 14, 2013) ("State Health Plan")) with the Medicaid Program which obligates the applicant to serve an equitable proportion of Medicaid-eligible individuals.

NOW THEREFORE, the Facility and the Medicaid Program agree as follows:

I. The Facility agrees to remain enrolled as a Medicaid provider as specified in COMAR 10.09.10, Nursing Facility Services, prior to its obtaining a license from the Maryland Office of Health Care Quality to operate the comprehensive care facility beds requested or approved in the Certificate of Need applications entitled In the Matter of [ title of action.]

II. Once the Facility has been accepted as a Medicaid provider, the Facility agrees:

A. That it will achieve and maintain a proportion of Medicaid patient days that is at least 40.1 percent of total resident patient days, which percentage is at least equal to the proportion of Medicaid patient days of care provided by all other nursing facility in Prince George's County, calculated as the weighted mean minus 15.5 percent, as specified in the State Health Plan and based on the most recent Maryland Long Term Care Survey data and Medicaid Cost Reports available to the Commission, as shown in the *Supplement to COMAR 10.24.08: Statistical Data Tables*, or in subsequent updates published in the *Maryland Register*,

B. That within three years from the time the facility is licensed by the Maryland Office of Health Care Quality it will achieve the proportion of Medicaid patient days required under Paragraph II.A, and that it will make a good faith effort and reasonable progress toward achieving the Paragraph II.A requirement during the first and second years following such licensure;

C. That once the Facility has achieved the average annual percentage of Medicaid patient days required in Paragraph II.A of this agreement, the Facility will continue to admit Medicaid recipients to maintain the Medicaid percentage of total patient days of care specified in the State Health Plan;

D. To advise any potential purchaser of the Facility of the terms of this agreement and of the requirement that these terms be binding upon all future operators of the Facility;

E. To submit, within fifteen days after a notification from the Medicaid Program that the Facility has not met the requirements of Paragraph II.A above, a plan of correction that is acceptable to the Medicaid Program and to the Maryland Health Care Commission; provided, however, that if the Facility agrees to admit residents on a first-come, first-served basis, without discrimination against any individual for whom the comprehensive care services available at the facility are appropriate, it shall be deemed to have submitted an acceptable plan of correction; and

F. To abide fully by the requirements of any plan of correction submitted under Paragraph II.E.

III. The Facility agrees that if the Medicaid Program determines that the Facility has failed to meet the requirements of Section II:

A. The Medicaid Program may withhold 2 percent of any amounts due the Facility for each percentage point that the Facility's Medicaid patient day occupancy percentage falls below the percentage specified in Paragraph II.A., until the specified Medicaid proportion of patient days of care is achieved;

B. The Facility will admit only Medicaid recipients to the Facility until the target percentage specified in Paragraph II.A is reached;

C. The Facility will notify the Office of Health Care Quality as well as the jurisdiction's Long Term Care Ombudsman program, hospital discharge planners, and the Adult Evaluation and Review Services office of each bed vacancy and of the requirement in Paragraph III.B;

D. The Facility will forfeit its claim to any funds withheld for more than 18 months in accordance with Paragraph III.A;

E. Any withholding undertaken in accordance with Paragraph III.A. does not preclude the Department from taking additional actions as provided in COMAR 10.09.36 as deemed appropriate; and

F. Any appeals of an administrative action taken under paragraph III of this agreement must be made within 30 days of the Facility's receipt of notification of these actions.

IV. The Medicaid Program agrees:

A. To enroll the Facility as a Medicaid provider under COMAR 10.09.10 if the Facility has received a Certificate of Need from the Commission and met all conditions placed on the Commission's approval and all other Medicaid Program provider requirements;

B. To give the Facility a minimum of thirty days' notice if the Medicaid Program determines that the Facility has not met one of the requirements of this agreement before the Medicaid Program takes any of the actions specified in Section III; and

C. To provide the Facility with a process of administrative appeal, in accordance with State Government Article §10-201 *et seq.* and Health-General Article §§ 2-201 – 2-207, Annotated Code of Maryland, under which the Facility may contest any decision made or action taken pursuant to the provisions of this agreement.

V. Nothing in this Agreement shall supersede the provider's obligations under federal and State laws and regulations which govern Medicaid providers.

VI. This agreement shall terminate upon the mutual agreement of the Medicaid Program and the Facility, or in the event that the State Health Plan is amended to remove the requirement that holders of an approved Certificate of Need for a nursing facility execute an agreement with the Medicaid Program to attain and maintain a specified proportion of Medicaid patient days of care in the facility once it is licensed and begins operation.

Jeff Kagan  
Executed by:

Sterling Care Hillhaven  
NAME OF FACILITY

BY: [Signature]  
Authorized Signature

President Title 2/16/24 Date

MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE

BY:

Jamie Smith  
Authorized Signature

Acting Director, Office of Long Term Services and Supports Title 2/9/2024 Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Vanessa Yanson

February 8, 2024

Name

Date

*Vanessa Yanson*

Assistant Attorney General

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## **Exhibit 12**

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**REQUIRED MARYLAND MEDICAL ASSISTANCE PARTICIPATION RATES  
FOR NURSING HOMES BY REGION AND JURISDICTION: FISCAL YEAR 2021**

Region/Jurisdiction		Required Medicaid Participation Rate*
<b>Western Maryland</b>		<b>48.4</b>
	Allegany County	56.0
	Carroll County	46.0
	Frederick County	42.8
	Garrett County	63.8
	Washington County	45.3
<b>Montgomery County</b>		<b>42.5</b>
<b>Southern Maryland</b>		<b>42.5</b>
	Calvert County	37.8
	Charles County	55.2
	Prince George's County	40.1
	St Mary's County	46.3
<b>Central Maryland</b>		<b>49.6</b>
	Anne Arundel County	40.4
	Baltimore City	57.2
	Baltimore County	46.6
	Harford County	49.3
	Howard County	53.6
<b>Eastern Shore</b>		<b>50.9</b>
	Caroline County	51.9
	Cecil County	42.7
	Dorchester County	59.2
	Kent County	46.4
	Queen Anne's County	55.7
	Somerset County	61.6
	Talbot County	41.4
	Wicomico County	55.8
	Worcester County	49.3
<b>MD Total</b>		<b>47.2</b>

\* Participation Rates are based on weighted mean Medicaid-participation (calculated as total county Medicaid days divided by total county patient days) minus 14.8%.

Source: Maryland Health Care Commission, 2021 Long Term Care Survey, 2021 Nursing Home Bed Inventory Records; Maryland Medical Assistance Program, unaudited 2021 cost reports.

[23-10-04]

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## **Exhibit 13**

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# Nancy Lane

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**To:** Vipul Talwar  
**Subject:** RE: FGI Guidelines

Nancy M. Lane  
President

**PDA, Inc**  
2016 Cameron Street  
Raleigh NC 27605

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919-754-0303 office  
919-754-0328 FAX  
[nlane@pda-inc.net](mailto:nlane@pda-inc.net)

[www.pdaconsultants.com](http://www.pdaconsultants.com)

*Take a problem. Make it a feature*

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**From:** Vipul Talwar <vtalwar@michaelgraves.com>  
**Sent:** Friday, February 23, 2024 4:11 PM  
**To:** Nancy Lane <nlane@pda-inc.net>  
**Cc:** Jeff Kagan <JKagan@sterlingsr.com>  
**Subject:** RE: FGI Guidelines

Hi Nancy: This is to confirm that the Hillhaven SNF 32 bed addition design will comply with the relevant portions of FGI Residential Health, Care and Support Facilities guidelines - 2018 Edition. Please note that (per section 3.1-2.2.1.3 of the guidelines) we will be complying with the Traditional Model approach. All areas such as, but not limited to, Diagnostic & Treatment areas, Facility Support Services, and Building Systems located in the existing buildings will not be upgraded to comply with the FGI guidelines. These areas will be used by the residents of the Addition.

Thanks,  
Vipul

**Vipul Talwar, RA, NCARB, LEED AP BD+C**  
Associate, Housing & Mixed Use,  
Senior Living Practice Leader  
w 410 290 9680 x 304  
[vtalwar@michaelgraves.com](mailto:vtalwar@michaelgraves.com)  
*My email address has been updated!*

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## **Exhibit 14**

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Facility Assessment

<b>Facility Name</b>	<b>Sterling Care Hillhaven</b>
<b>Persons (names/ titles) involved in completing assessment</b>	Administrator: Drew Richard Director of Nursing: Julie Panergo Medical Director: Dr. Kamal Sewaralthahab
<b>Date(s) of assessment or update</b>	December 27, 2023

**Resident statistics-number of residents, facility capacity**

Sterling Care Hillhaven Nursing (“Facility”) is a 66 beds Skilled Nursing and Rehabilitation Center located in Prince George’s County, MD. The average daily census is approximately 60 residents. The Facility has effective oversight that is tailored to meet the specific need, clinical and operational goals of our patients and residents. This is achieved through quality benchmark and productivity resulting in better outcome and overall operational efficient to patient centered care.

Our team of professionals through high level of inter-professional collaboration, communication, patient centered integration we are able to manage our patients and residents nursing and rehabilitations issues. We have a team of extensively experience professional that strive to meet the growing demands that is associated with providing excellent patient and resident care. Our team of profession delivers high level of care as part of our goals in place to reduce readmission, infection, manage short term stay patients, stabilize medical complication patients and subsequently reduce cost and improve outcome.

We provide professional evidenced based skilled service for both acutely ill patients and Long-term residents. The facility has 3 Nursing Units – SNF Unit 1 (30 Residents), SNF Unit 2 (30 Residents) and SNF Unit 3 (6 Residents) these are our skilled care units which provide skilled nursing and rehabilitations services.

**Care Services provided by the facility to meet resident population needs include but not limited to the following**

- 24 hours professional skilled nursing care
- Pain management
- Wound care-Pressure ulcer prevention and management, Stasis Ulcer, Post trauma abrasions, lacerations, and ostomy, post-surgical care.
- Activities of daily living.
- Mobility and fall/fall with injury prevention.
- Bowel and bladder management.
- Infection prevention and control management.
- Respite care
- Care for medically complex including dialysis, trach, bariatric and respiratory, G-tube
- Dementia/Alzheimer secured care unit
- Physical Therapy
- Occupational Therapy
- Speech Therapy
- IV Therapy

- Physician Services
- Behavioral Services
- Hospice Services
- Social Services Nutritional Services
- Journey Home and Discharge Planning Care transition
- Wound Vac
- Blood Transfusions

We partner with highly reputable organization to transition patient to their comfort zone.

**Diagnoses and Conditions includes but not limited to the following**

- Psychiatric/Mood Disorders – Psychosis, Impaired Cognitions, Depressions, PTST, Anxiety disorder.
- Heart/Circulatory System - CHF, CAD, Angina, Dysrhythmias, HIN, PVD, DVT, PIE
- Neurological system – PD, CVA, TIA, Stroke, MS, Alzheimer Disease, Non-Alzheimer Dementia, HD, TBI, Tourette's syndrome, Aphasia, CP.
- Vision - Vision loss, Cataracts, Glaucoma, and Macular Degerative Hearing – Hearing loss
- Musculoskeletal system- Fractures, OA
- Metabolic Disorders - Diabetes, Hyponatremia, Hyperkalemia, Hyperlipidemia , Obesity, Respiratory System - COPD, PNA, Asthma, Chronic Lung Disease, Respiratory Failure.

- Genitourinary System - Renal Insufficiency, ESRD, Renal Failure, Obstructive Uropathy,
- Urinary Retention, Urinary Incontinence
- Disease of Blood – Anemia
- Digestive System- GERD, Cirrhosis, Gastroenteritis, Crohn's Disease,
- Integumentary System - Skin Ulcers, Injuries.
- Infection Disease – Skin, URI, UTI, Infections with multi-Drug resistance Organism, Depticemia (Septicemia), C-Diff, Scabies and Influenza.
- COVID-19

### **Ethnic, Cultural and religious Needs of our residents**

Diversity is a fabric of American public lives. Our goal is to integrate a wide range of individual and group activities that reflect this diversity by incorporating ethnic, cultural and religious program into our facility.

Our Activities program offers a range of individual and group activities to meet the needs of our Ethnic, Cultural and religious resident population. Food and Nutrition Services assess and strive to accommodate any specific Ethnic, Cultural or religious food preferences.

Majority of our residents are from local community and surrounding counties. Current resident population is not very culturally or ethnic diverse. Religions are primarily Jewish, Protestant and Catholic. However, we can provide needs for other religions as they are admitted to facility.



## **Staff Type**

The staff members and other health care professionals that the Facility has in order to provide the support and care for our residents include, but not limited to, the following:

- Administration (e.g., Administrator, QAPI Coordinator, Environmental Services, Social Services, Business Office, Human Resources)
- Nursing Services (e.g., DON, Unit Managers, Infection Preventionist, RN, LPN, GNA, medication aide or technician, MDS nurse)
- Food and Nutrition Services (e.g., Director, support staff, registered dietician)
- Therapy Services (e.g., OT, OTA, PT, PTA, speech language pathology, activities professionals, other activities staff, social worker)
- Medical/Physician Services (e.g., Medical Director, Attending Physician, Nurse Practitioner, Dentist, Podiatrist)
- Pharmacist
- Behavioral and mental health providers
- Support Staff (e.g., housekeeping, maintenance staff, laundry services)
- Volunteers, students
- Wound Care Physician

The staff members are staffed appropriately to meet the needs of the residents.

## **Staff Competencies necessary to meet needs of resident population**

We recruit and train industry base individual to join our dynamic team of professional. Employees are trained for their specific Job responsibility. Nursing educator and HR on ongoing basis ensure that employee educated to maintain and to improve core competencies needed in providing excellence in patient and resident care. Skills competency includes but

not limited to Abuse and neglect, Resident Rights, fire safety, Infection Control including Handwashing, physical, Verbal and Sexual harassment, HIPPA and confidentiality.

### **Information on personnel, including contracted and volunteers**

Facility maintains agreements for any contracted service and maintains a record of Volunteers training and background.

### **Physical Environment, equipment and services that is necessary to care for resident population**

The facility maintains a safe and comfortable environment, including housekeeping and laundry services. We have a program in place that ensures Preventive Maintenance of all facility equipment's. Sprinkler and Fire Alarm Services for all areas of facility via contract services.

Regular maintenance checks of all equipment, including Boilers, Hot water heaters, Dishwasher, Washers and Dryers, Fire extinguishers, Scales, lifts and doors.

We review and inventory all equipment as needed.

### **Resources of Facility**

- Pharmacy (Pharmscript Pharmacy)
- Facility Transport (Kkarre, LLC, SB Medical Transport, Alstar Medical Transport)
- Dialysis (Off-site)
- Behavioral Services (Hope Psych Services, LLC)

**Contracts and third party agreements for daily and emergency operations**

Facility maintains a Binder and record of each of our vendor Services necessary as part of our daily operation and/or emergency operations. Lab Services, Radiology (Mobile), Pharmacy, Rehab, Hospice, HSG, Dental, Social Services Consultant, Behavioral services (Med Options), Steritech.

**Health Information technology**

MDS tracking and PHI via PCC. Therapy PHI via Optima.

Admissions information via basic PCC data input - Allscripts, Inova health, and Navihealth.

**Date assessment reviewed with QAPI committee**

Date: December 27, 2023

Signed By: Alla Kozlov RN, QAPI Nurse

[Signature], NHA

## Competency Assessment

### Trauma-Informed and Culturally Competent Care

H5MAPR0343

Employee ID: \_\_\_\_\_

	Competency Demonstrated		Observer Initials	Date/Comments
	YES	NO		
<b>A) Purpose</b>				
To guide staff in providing care that is culturally competent and trauma-informed in accordance with professional standards of practice. To address the needs of trauma survivors by minimizing triggers and/or re-traumatization.				
<b>B) Definitions</b>				
“Culture” is the conceptual system that structures the way people view the world. It is the particular set of beliefs, norms, and values that influence ideas about the nature of relationships, the way people live their lives, and the way people organize their world.				
“Cultural competency” is a developmental process in which individuals or institutions achieve increasing levels of awareness, knowledge, and skills along a cultural competence continuum. Cultural competence involves valuing diversity, conducting self- assessments, avoiding stereotypes, managing the dynamics of difference, acquiring and institutionalizing cultural knowledge, and adapting to diversity and cultural contexts in communities.				
“Trauma” results from an event, series of events, or set of circumstances that is experienced by an individual as physically or emotionally harmful or life threatening and that has lasting adverse effects on the individual’s functioning and mental, physical, social, emotional, or spiritual well-being.				
“Trauma-informed care” is an approach to delivering care that involves understanding, recognizing and responding to the effects of all types of trauma. A trauma-informed approach to care delivery recognizes the widespread impact and signs and symptoms of trauma in residents, and incorporates knowledge about trauma into care plans, policies, procedures and practices to avoid re-traumatization.				
“Trigger” is a psychological stimulus that prompts recall of a previous traumatic event, even if the stimulus itself is not traumatic or frightening.				

## Trauma-Informed and Culturally Competent Care

Employee ID: \_\_\_\_\_

	Competency Demonstrated		Observer Initials	Date/Comments
	YES	NO		
<b>C) Preparation</b>				
1. All staff are provided in-service training about trauma and trauma-informed care in the context of the healthcare setting.				
2. Nursing staff are trained on trauma screening and assessment tools.				
3. All staff are guided in evidence-based organizational and interpersonal strategies that support trauma-informed and culturally competent care.				
4. All staff receive orientation and in-service training regarding cultural competency as an aspect of resident-centered care.				
<b>D) General Guidelines</b>				
1. Traumatic events which may affect residents during their lifetime include:				
a. physical, sexual and emotional abuse;				
b. neglect;				
c. interpersonal or community violence;				
d. serious injury or illness;				
e. bullying;				
f. forced displacement;				
g. racism;				
h. war; and				
i. generational or historical trauma.				
2. Trauma-informed care is based on Trauma-Informed and Resilience Oriented (TIRO), evidence-based and emerging best practices.				
3. For trauma survivors, the transition to living in an institutional setting (and the associated loss of independence) can trigger profound re-traumatization.				
4. Triggers are highly individualized. Some common triggers may include:				
a. experiencing a lack of privacy or confinement in a crowded or small space;				

## Trauma-Informed and Culturally Competent Care

Employee ID: \_\_\_\_\_

	Competency Demonstrated		Observer Initials	Date/Comments
	YES	NO		
b. exposure to loud noises, or bright/flashing lights;				
c. certain sights, such as objects; and/or				
d. sounds, smells, and physical touch.				
<b>E) Organizational Strategies</b>				
1. Evaluate the need for trauma-informed practices as part of the facility assessment.				
2. Utilize the facility assessment to identify the cultural characteristics of the resident population, including language, religious or cultural practices, values and preferences.				
3. Develop an organizational culture that supports all Trauma-Informed and Resilience Oriented (TIRO) domains. These include:				
a. universal and early screening and assessment;				
b. resident-centered care and services;				
c. educated and responsive staff;				
d. evidenced-based and emerging best practices for trauma-informed care;				
e. safe and secure environments;				
f. community outreach and partnerships; and				
g. ongoing performance improvement and evaluation.				
4. Select screening and assessment tools in collaboration with the QAPI Committee. (See <i>Trauma-Informed Care Screening and Assessment Toolkit</i> for further resources.)				
5. Include trauma-informed care as part of the QAPI process, so that needs and problem areas are identified and addressed.				
6. Develop relationships with community support organizations for services, referrals, training and information.				
7. Establish an environment of physical and emotional safety for residents and staff.				
8. Provide staff members with opportunities to seek professional support and counseling to resolve their own experiences with trauma.				
9. Promote cultural awareness and racial and ethnic diversity throughout the facility.				

## Trauma-Informed and Culturally Competent Care

Employee ID: \_\_\_\_\_

	Competency Demonstrated		Observer Initials	Date/Comments
	YES	NO		
10. Honor the cultural preferences of residents and staff.				
11. Establish standards for culturally and linguistically appropriate services (CLAS) in healthcare. (See <i>National Standards for Culturally and Linguistically Appropriate Services in Health and Healthcare</i> for further resources.)				
<b>F) Resident Screening</b>				
1. Perform universal screening of residents, which includes a brief, non-specialized identification of possible exposure to traumatic events.				
2. Utilize screening tools and methods that are facility-approved, competently delivered, culturally relevant and sensitive.				
3. Screening may include information such as:				
a. trauma history, including type, severity and duration;				
b. depression, trauma-related or dissociative symptoms;				
c. risk for safety (self or others);				
d. concerns with sleep or intrusive experiences;				
e. behavioral, interpersonal or developmental concerns;				
f. historical mental health diagnosis;				
g. substance use;				
h. protective factors and resources available; and				
i. physical health concerns.				
4. Utilize initial screening to identify the need for further assessment and care.				
<b>G) Resident Assessment</b>				
1. Assessment involves an in-depth process of evaluating the presence of symptoms, their relationship to trauma, as well as the identification of triggers.				
2. Utilize licensed and trained clinicians who have been designated by the facility to conduct trauma assessments.				
3. Use assessment tools that are facility-approved and specific to the resident population.				

## Trauma-Informed and Culturally Competent Care

Employee ID: \_\_\_\_\_

	Competency Demonstrated		Observer Initials	Date/Comments
	YES	NO		
<b>H) Resident Care Planning</b>				
1. Develop individualized care plans that address past trauma in collaboration with the resident and family, as appropriate.				
2. Identify and decrease exposure to triggers that may re-traumatize the resident.				
3. Recognize the relationship between past trauma and current health concerns (e.g., substance abuse, eating disorders, anxiety and depression).				
4. Develop individualized care plans that incorporate language needs, culture, cultural preferences, norms and values. For example:				
a. food preparation and choices;				
b. clothing preferences such as covering hair or exposed skin;				
c. physical contact or provision of care by a person of the opposite sex; or				
d. cultural etiquette, such as avoiding eye contact or not raising the voice.				
<b>I) Resident Care Strategies</b>				
1. Incorporate the following principles of TIRO-based resident care:				
a. Safety:				
(1) Ensure that residents have a sense of psychological, social, cultural, moral and physical safety.				
(2) Practice active listening without judgement.				
b. Trust and transparency:				
(1) Recognize that trust is earned over time. Individuals may not disclose information until a relationship has been established.				
(2) Recognize that individuals may “test” relationships because they have been hurt by people and institutions that are supposed to guide and protect them.				
(3) Recognize that individuals may be sensitive to interactions and communications that lack transparency or do not include them.				



## Trauma-Informed and Culturally Competent Care

Employee ID: \_\_\_\_\_

	Competency Demonstrated		Observer Initials	Date/Comments
	YES	NO		
(4) Recognize that individuals may anticipate that staff will not follow through with commitments or agreed upon plans.				
c. Peer support:				
(1) Recognize the need for peer support, volunteerism and service provision by individuals that have experienced trauma and/or addictions.				
d. Collaboration:				
(1) Demonstrate interest in peoples' histories and current life circumstances.				
(2) Work with residents and families to create a plan that embraces strengths and further learning rather than dictating a plan to change behavior.				
(3) Minimize power differentials when possible.				
e. Empowerment, voice and choice:				
(1) Ensure that resident's choices and preferences are honored and that residents are empowered to be active participants in their care.				
(2) Redefine "problems" as coping strategies or adaptations.				
(3) Recognize strengths and anticipate areas where skills can be built.				
(4) Avoid "one-size-fits-all" approaches, which can make individuals feel discounted.				
f. Respect for cultural, historical and gender differences:				
(1) Emphasize the need to move past cultures, stereotypes and biases (e.g. based on race, ethnicity, sexual orientation, age, geography).				
(2) Recognize the role of culture and the impact of historical trauma on how individuals access and experience services.				
(3) Offer gender responsive services.				
(4) Ensure diversity, equity and engagement in all processes, procedures, protocols and interactions.				

## Trauma-Informed and Culturally Competent Care

Employee ID: \_\_\_\_\_

		Competency Demonstrated		Observer Initials	Date/Comments	
		YES	NO			
Employee/Associate Name	Title	Employee/Associate Signature		ID	Initials	Date Completed
Observer/Trainer Name	Title	Observer/Trainer Signature		ID	Initials	Date Completed
Comments:						

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## **Exhibit 15**

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## Sterling Care Hillhaven

# Health inspections

State inspectors conduct yearly health and safety inspections of nursing homes for compliance with Medicare and Medicaid regulations. A nursing home may also be inspected based on a complaint submitted by a resident (or other individual), or based on a facility's self-reported incident. Nursing homes are also inspected for compliance with infection control and prevention standards.

[Learn more about health inspections](#)

## Health inspections rating



Much above average

The health inspection star rating is based on each nursing home's current health inspection and 2 prior inspections, as well as findings from the most recent 3 years of complaint inspections and 3 years of infection control inspections.

## Most recent health inspection

Date of most recent inspection

05/25/2022

[View full report](#)

Total number of health citations

↓ Lower is better

8

Average number of health citations in the U.S.: 9.0

Average number of health citations in Maryland: 15.6

*The total number of citations from the most recent standard health inspection and last 12 months of complaint and infection control inspections*

## Complaint inspections

Date(s) of complaint inspection(s) between 9/1/2022 - 8/31/2023

No complaint inspections

**Number of complaints in the past 3 years that resulted in a citation**

↓ Lower is better



0

*If a complaint about a nursing home is filed, a state may decide an inspection is needed. If a complaint results in an inspection that finds citations, it's counted here and the citations are included in the nursing home's rating.*

**Number of times in the past 3 years a facility-reported issue resulted in a citation**

↓ Lower is better



0

*If a nursing home resident was harmed or in danger of being harmed, a state may decide an inspection is needed. If a report results in an inspection that finds citations, it's counted here and the citations are included in the nursing home's rating.*

**Infection control inspections**

Date(s) of infection control inspection(s) between 9/1/2022 - 8/31/2023

No infection control inspections

**Number of citations from infection control inspections in the past 3 years**

↓ Lower is better



1

*Infection control inspections are an abbreviated type of inspection that allow the inspection team to focus specifically on a nursing home's infection control policies and practices. Citations from these inspections are counted here, and included in the health inspection rating.*

[View all health inspection, infection control inspection, complaint, and facility-reported issue details](#)

Note: Some inspection reports may include explicit language that some people may find offensive. We include this language to accurately document verbal communications related to inspection findings.



## Sterling Care Hillhaven

### Staffing

Higher staffing levels and lower staffing turnover in a nursing home may mean higher quality of care for residents. Hours worked by different types of staff are reported by nursing homes, and are used to calculate a ratio of staffing hours per resident per day and the staffing turnover rate. Hours per resident per day describe the average amount of time staff are available to spend with each resident each day. Staff turnover describes how many staff stop working at the facility within a given year.

[Learn more about staffing](#)

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### Staffing rating



Above average

Staffing levels and turnover of staff in nursing homes may impact the quality of care nursing home residents get. Higher staffing ratings mean there are more nursing staff and less turnover of the staff, which may mean higher quality of care. The staffing rating is based on these measures:

1. Registered Nurse (RN) hours per resident per day in a three-month period;
2. Total nurse staffing (including RN, licensed practical nurse (LPN), and nurse aide) hours per resident per day in a three-month period;
3. Total nurse staffing hours per resident per day on the weekend in a three-month period;
4. Total nurse staff turnover within a given year;
5. RN turnover within a given year; and
6. Number of administrators who have left the nursing home within a given year.

The hours per resident per day represent each facility's average over the last reported three-month quarter. For example, if the RN hours per resident per day is 45 minutes, then an average of 45 minutes of RN care are available to each resident throughout the day. However, these measures don't necessarily show the number of staff present at any given time, or reflect the amount of care given to any one resident. Additionally, these measures include nursing staff with administrative duties. Individual residents may experience different staffing interactions on any given day based on the particular care they need.

There are other staff in a nursing home that aren't captured in these measures or ratings, but still provide care and services to residents. These include staff in rehab therapy, social services, food and nutrition services, and others.

**Average number of residents per day****59.4****National average: 80.8****Maryland average: 101.5****Total number of nurse staff hours per resident per day**↑ *Higher numbers are better***4 hours and 26 minutes****National average: 3 hours and 46 minutes****Maryland average: 3 hours and 52 minutes**

*Staffing hours per resident per day is the total number of hours worked by the staff member(s) divided by the total number of residents. It doesn't necessarily show the number of nursing staff present at any given time, or reflect the amount of care given to any one resident.*

**Registered Nurse hours per resident per day**↑ *Higher numbers are better***1 hour and 18 minutes****National average: 40 minutes****Maryland average: 51 minutes****LPN/LVN hours per resident per day**↑ *Higher numbers are better***35 minutes****National average: 53 minutes****Maryland average: 54 minutes****Nurse aide hours per resident per day**↑ *Higher numbers are better***2 hours and 32 minutes****National average: 2 hours and 13 minutes****Maryland average: 2 hours and 7 minutes**

**Total number of nurse staff hours per resident per day on the weekend**↑ *Higher numbers are better***4 hours and 3 minutes****National average: 3 hours and 17 minutes****Maryland average: 3 hours and 23 minutes****Physical therapist staff hours per resident per day**↑ *Higher numbers are better***6 minutes****National average: 4 minutes****Maryland average: 5 minutes**

*Physical therapists (PTs) are licensed healthcare professionals who help residents gain or maintain physical function. PT staffing hours aren't included in the overall staffing rating for nursing homes. This measure shows the average time PTs spend providing care to residents throughout the nursing home.*

**Registered Nurse (RN) staffing**

Registered nurses (RNs) are licensed healthcare professionals who are responsible for the coordination, management and overall delivery of care to the residents. Some nursing home residents who are sicker than others may require a greater level of care, and nursing homes that have more RN staff may be better able to meet the needs of those residents.

**Average number of residents per day****59.4****National average: 80.8****Maryland average: 101.5****Registered Nurse hours per resident per day**↑ *Higher numbers are better***1 hour and 18 minutes****National average: 40 minutes****Maryland average: 51 minutes****Registered Nurse hours per resident per day on the weekend**↑ *Higher numbers are better***57 minutes**



**National average: 27 minutes**  
**Maryland average: 37 minutes**

## Staff turnover

Staff turnover is the percent of nursing staff or number of administrators that stop working in a facility within a given year. Low turnover indicates that facilities generally retain their staff for longer periods of time. Lower turnover is preferred because staff who work in facilities for longer periods of time may become more familiar with the residents and the facility's operating procedures.

### Total nursing staff turnover

↓ *Lower numbers are better*

**34.7%**

**National average: 53.5%**

**Maryland average: 49.4%**

### Registered Nurse turnover

↓ *Lower numbers are better*

**25%**

**National average: 50.4%**

**Maryland average: 48.9%**

### Number of administrators who have left the nursing home

↓ *Lower numbers are better*

**2**

**National average: 0.8**

**Maryland average: 0.8**



Sterling Care Hillhaven

## Quality measures

[Learn more about quality measures](#)[Find out why these short-stay measures are important](#)[Find out why these long-stay measures are important](#)[Get current data collection period](#)

### Quality measures rating



Above average

Medicare assigns the star rating based on data from a select set of clinical data measures. More stars means better performance in certain areas of care.

### Short-stay quality measures



Average

The short-stay quality measures rating reflects the average level of a nursing home's performance in certain areas of care for those who stayed in a nursing home for 100 days or less or are covered under the Medicare Part A Skilled Nursing Facility (SNF) benefit, and whose typical goal is to improve their health status so they can return to their previous setting, like their home.

#### Percentage of short-stay residents who were re-hospitalized after a nursing home admission

↓ Lower percentages are better

**27.9%****National average: 22.5%****Maryland average: 21.1%**

#### Percentage of short-stay residents who have had an outpatient emergency department visit

↓ Lower percentages are better

**4.9%****National average: 12.3%****Maryland average: 9.5%**

**Percentage of short-stay residents who got antipsychotic medication for the first time**

↓ *Lower percentages are better*

**2.9%**

**National average: 1.7%**

**Maryland average: 1.5%**

**Percentage of residents with pressure ulcers/pressure injuries that are new or worsened**

↓ *Lower percentages are better*

**2.2%**

**National average: 2.8%**

**Percentage of short-stay residents who improved in their ability to move around on their own**

↑ *Higher percentages are better*

**58.8%**

**National average: 75.1%**

**Maryland average: 73.4%**

**Flu & pneumonia prevention measures - Short-stay residents****Percentage of short-stay residents who needed and got a flu shot for the current flu season**

↑ *Higher percentages are better*

**89.8%**

**National average: 75.5%**

**Maryland average: 75.7%**

**Percentage of short-stay residents who needed and got a vaccine to prevent pneumonia**

↑ *Higher percentages are better*

**87.2%**

**National average: 79.1%**

**Maryland average: 73.8%**

**Additional quality measures - Short-stay residents**

These measures are part of the Skilled Nursing Facility (SNF) Quality Reporting Program (QRP) and report information on residents who get skilled nursing services under their Medicare Part A benefit.

### Percentage of residents whose medications were reviewed and who received follow-up care when medication issues were identified

↑ *Higher percentages are better*

**97.9%**

**National average: 91.6%**

### Percentage of SNF residents who experience one or more falls with major injury during their SNF stay

↓ *Lower percentages are better*

**0.3%**

**National average: 1%**

### Percentage of SNF residents whose functional abilities were assessed and functional goals were included in their treatment plan

↑ *Higher percentages are better*

**100%**

**National average: 98.7%**



### Percentage of residents who are at or above an expected ability to care for themselves at discharge

↑ *Higher percentages are better*

**42.4%**

**National average: 46.1%**



### Percentage of residents who are at or above an expected ability to move around at discharge

↑ *Higher percentages are better*

**37.5%**

**National average: 39.5%**



### Change in residents' ability to care for themselves

↑ *Higher scores are better*

**6.5**

**National average: 7.1**



**Change in residents' ability to move around**↑ *Higher scores are better***15.2****National average: 16.4****Percentage of SNF healthcare personnel who completed COVID-19 primary vaccination series**↑ *Higher percentages are better***98.3%****National average: 87.9%****Rate of successful return to home or community from a SNF**↑ *Higher rates are better***Better than the national rate****65.3%****National average: 52.7%****Rate of potentially preventable hospital readmissions 30 days after discharge from a SNF**↓ *Lower rates are better***No different than the national rate****7.4%****National average: 7.8%****Percentage of infections patients got during their SNF stay that resulted in hospitalization**↓ *Lower rates are better***No different than the national rate****5.8%****National average: 7.5%****Medicare Spending Per Beneficiary (MSPB) for residents in SNFs**• *Displayed as a ratio***1.02****National average: 1.03**



## Long-stay quality measures



Above average

The long-stay quality measures rating reflects the average level of a nursing home's performance in certain areas of care for those who stayed in a nursing home for 101 days or more, and whose typical goal is to maintain or attain their highest possible well-being while residing in the facility.

### Number of hospitalizations per 1,000 long-stay resident days

↓ Lower numbers are better

**1.64**

**National average: 1.76**

**Maryland average: 1.28**

### Number of outpatient emergency department visits per 1,000 long-stay resident days

↓ Lower numbers are better

**0.32**

**National average: 1.13**

**Maryland average: 0.78**

### Percentage of long-stay residents who got an antipsychotic medication

↓ Lower percentages are better

**7.1%**

**National average: 14.6%**

**Maryland average: 13.1%**



### Percentage of long-stay residents experiencing one or more falls with major injury

↓ Lower percentages are better

**0.8%**

**National average: 3.4%**

**Maryland average: 2.5%**

**Percentage of long-stay high-risk residents with pressure ulcers**↓ *Lower percentages are better***10.7%****National average: 8%****Maryland average: 9.9%****Percentage of long-stay residents with a urinary tract infection**↓ *Lower percentages are better***3.9%****National average: 2.3%****Maryland average: 2%****Percentage of long-stay residents who have or had a catheter inserted and left in their bladder**↓ *Lower percentages are better***1.1%****National average: 1.6%****Maryland average: 1.3%****Percentage of long-stay residents whose ability to move independently worsened**↓ *Lower percentages are better***16.9%****National average: 15.2%****Maryland average: 24.7%****Percentage of long-stay residents whose need for help with daily activities has increased**↓ *Lower percentages are better***21.3%****National average: 14.7%****Maryland average: 20.7%****Flu & pneumonia prevention measures - Long-stay residents****Percentage of long-stay residents who needed and got a flu shot for the current flu season**↑ *Higher percentages are better***97.9%**

**National average: 94.7%**

**Maryland average: 95.1%**

**Percentage of long-stay residents who needed and got a vaccine to prevent pneumonia**

↑ *Higher percentages are better*

**100%**

**National average: 91.8%**

**Maryland average: 89%**

## Additional quality measures - Long-stay residents

**Percentage of long-stay residents who were physically restrained**

↓ *Lower percentages are better*

**0%**

**National average: 0.1%**

**Maryland average: 0.1%**

**Percentage of long-stay low-risk residents who lose control of their bowels or bladder**

↓ *Lower percentages are better*

**Not available** [?](#)

**National average: 47.7%**

**Maryland average: 64.7%**

**Percentage of long-stay residents who lose too much weight**

↓ *Lower percentages are better*

**7.7%**

**National average: 6.1%**

**Maryland average: 6.3%**

**Percentage of long-stay residents who have symptoms of depression**

↓ *Lower percentages are better*

**10.3%**

**National average: 8.4%**

**Maryland average: 12.8%**

**Percentage of long-stay residents who got an antianxiety or hypnotic medication**



↓ *Lower percentages are better*



**5%**

**National average: 19.4%**

**Maryland average: 14.2%**

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## **Exhibit 16**

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Sterling Care Hillhaven

## Health inspections

State inspectors conduct yearly health and safety inspections of nursing homes for compliance with Medicare and Medicaid regulations. A nursing home may also be inspected based on a complaint submitted by a resident (or other individual), or based on a facility's self-reported incident. Nursing homes are also inspected for compliance with infection control and prevention standards.

[Learn more about health inspections](#)

### Health inspections rating



Much above average

The health inspection star rating is based on each nursing home's current health inspection and 2 prior inspections, as well as findings from the most recent 3 years of complaint inspections and 3 years of infection control inspections.

### Most recent health inspection

Date of most recent inspection

05/25/2022

[View full report](#)

Total number of health citations

↓ Lower is better

8

Average number of health citations in the U.S.: 9.3

Average number of health citations in Maryland: 16.2



### Complaint inspections

Date(s) of complaint inspection(s) between 1/1/2023 - 12/31/2023

No complaint inspections

**Number of complaints in the past 3 years that resulted in a citation**

↓ *Lower is better*



0

**Number of times in the past 3 years a facility-reported issue resulted in a citation**

↓ *Lower is better*



0

### Infection control inspections

Date(s) of infection control inspection(s) between 1/1/2023 - 12/31/2023

No infection control inspections

**Number of citations from infection control inspections in the past 3 years**

↓ *Lower is better*



1

[View all health inspection, infection control inspection, complaint, and facility-reported issue details](#)

Note: Some inspection reports may include explicit language that some people may find offensive. We include this language to accurately document verbal communications related to inspection findings.



Sterling Care Hillhaven

## Quality measures

[Learn more about quality measures](#)

[Find out why these short-stay measures are important](#)

[Find out why these long-stay measures are important](#)

[Get current data collection period](#)

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### Quality measures rating



Above average

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### Short-stay quality measures



Above average

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### Long-stay quality measures



Much above average

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## Sterling Care Hillhaven

# Staffing

Higher staffing levels and lower staffing turnover in a nursing home may mean higher quality of care for residents. Hours worked by different types of staff are reported by nursing homes, and are used to calculate a ratio of staffing hours per resident per day and the staffing turnover rate. Hours per resident per day describe the average amount of time staff are available to spend with each resident each day. Staff turnover describes how many staff stop working at the facility within a given year.

[Learn more about staffing](#)

## Staffing rating



Much above average

Staffing levels and turnover of staff in nursing homes may impact the quality of care nursing home residents get. Higher staffing ratings mean there are more nursing staff and less turnover of the staff, which may mean higher quality of care. The staffing rating is based on these measures:

1. Registered Nurse (RN) hours per resident per day in a three-month period;
2. Total nurse staffing (including RN, licensed practical nurse (LPN), and nurse aide) hours per resident per day in a three-month period;
3. Total nurse staffing hours per resident per day on the weekend in a three-month period;
4. Total nurse staff turnover within a given year;
5. RN turnover within a given year; and
6. Number of administrators who have left the nursing home within a given year.

The hours per resident per day represent each facility's average over the last reported three-month quarter. For example, if the RN hours per resident per day is 45 minutes, then an average of 45 minutes of RN care are available to each resident throughout the day. However, these measures don't necessarily show the number of staff present at any given time, or reflect the amount of care given to any one resident. Additionally, these measures include nursing staff with administrative duties. Individual residents may experience different staffing interactions on any given day based on the particular care they need.

There are other staff in a nursing home that aren't captured in these measures or ratings, but still provide care and services to residents. These include staff in rehab therapy, social services, food and nutrition services, and others.

**Average number of residents per day**

**56.1**

**National average: 81.4**

**Maryland average: 102.1**

**Total number of nurse staff hours per resident per day**

↑ *Higher numbers are better*

**6 hours and 7 minutes**

**National average: 3 hours and 47 minutes**

**Maryland average: 3 hours and 49 minutes**



**Registered Nurse hours per resident per day**

↑ *Higher numbers are better*

**1 hour and 14 minutes**

**National average: 39 minutes**

**Maryland average: 50 minutes**

**LPN/LVN hours per resident per day**

↑ *Higher numbers are better*

**57 minutes**

**National average: 53 minutes**

**Maryland average: 53 minutes**

**Nurse aide hours per resident per day**

↑ *Higher numbers are better*

**3 hours and 56 minutes**

**National average: 2 hours and 16 minutes**

**Maryland average: 2 hours and 5 minutes**

**Total number of nurse staff hours per resident per day on the weekend**

↑ *Higher numbers are better*

**5 hours and 25 minutes**

**National average: 3 hours and 19 minutes**  
**Maryland average: 3 hours and 22 minutes**

### Physical therapist staff hours per resident per day

↑ *Higher numbers are better*

**4 minutes**

**National average: 4 minutes**

**Maryland average: 5 minutes**



## Registered Nurse (RN) staffing

Registered nurses (RNs) are licensed healthcare professionals who are responsible for the coordination, management and overall delivery of care to the residents. Some nursing home residents who are sicker than others may require a greater level of care, and nursing homes that have more RN staff may be better able to meet the needs of those residents.

### Average number of residents per day

**56.1**

**National average: 81.4**

**Maryland average: 102.1**

### Registered Nurse hours per resident per day

↑ *Higher numbers are better*

**1 hour and 14 minutes**

**National average: 39 minutes**

**Maryland average: 50 minutes**

### Registered Nurse hours per resident per day on the weekend

↑ *Higher numbers are better*

**52 minutes**

**National average: 27 minutes**

**Maryland average: 37 minutes**



## Staff turnover

Staff turnover is the percent of nursing staff or number of administrators that stop working in a facility within a given year. Low turnover indicates that facilities generally retain their staff for longer periods of time. Lower turnover is preferred because staff who work in facilities for longer periods of time may become more familiar with the residents and the facility's operating procedures.

### Total nursing staff turnover

↓ *Lower numbers are better*

Not available [6](#)

**National average: 52.7%**

**Maryland average: 50.5%**

### Registered Nurse turnover

↓ *Lower numbers are better*

Not available [6](#)

**National average: 49.6%**

**Maryland average: 50.4%**

### Number of administrators who have left the nursing home

↓ *Lower numbers are better*

Not available [6](#)

**National average: 0.7**

**Maryland average: 0.8**

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## **Exhibit 17**

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## THERAPY MANAGEMENT SERVICES AGREEMENT

**THIS THERAPY MANAGEMENT SERVICES AGREEMENT** ("Master Agreement"), made this **August 1, 2023** by and between, **Rehab Advisors By Enhance Therapies** ("Rehab Advisors"), a New Jersey limited liability company, with a principal business address at 400 Route 70, Lakewood, New Jersey 08701 and the facility set forth on **Schedule A** with an address set forth on **Schedule A** ("Facility"). This Master Agreement as modified by the terms and provisions of all of the **Schedules** to this Agreement is a full integration of the Parties business relationship and shall be referred to as the "Agreement". Rehab Advisors and Facility may be referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

**A.** Rehab Advisors is in the business of providing therapy management services for physical, occupational and speech therapists ("Therapy Management Services").

**B.** Facility desires to engage Rehab Advisors to provide Therapy Management Services and Rehab Advisors desires to be so engaged in accordance with the terms set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, terms, covenants and conditions set forth in this Agreement, and for other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, do hereby agree as follows:

1. **Term.** This Agreement shall commence on the commencement date set forth on **Schedule A** (the "Commencement Date"), shall continue in full force and effect for the initial term as set forth on **Schedule A** (the "Initial Term") and shall be subject to renewal for one or more additional terms as set forth on **Schedule A** (each a "Renewal Term" and, collectively with the Initial Term, the "Term"), in each case unless and until this Agreement is terminated pursuant to **Sections 7, 8 or 9**.

2. **Services.**

(a) **Services.** Rehab Advisors shall provide to Facility Therapy Management Services as more specifically described on **Schedule B**, and, as needed by Facility, (1) permanent placement (the "Permanent Placement Services" of physical, occupational and speech therapists, therapy assistants or related therapy personnel (each individually a "Therapist", and collectively the "Therapists" or "Therapy Personnel"); and/or from time to time (2) temporary Therapist staffing services (the "Temporary Staffing Services"). The Permanent Placement Services and Temporary Staffing Services are collectively referred to as the "Staffing Services." The Staffing Services and Therapy Management Services are collectively referred to as the "Services." Facility acknowledges that Rehab Advisors' ability to fill Facility's Therapist openings or shifts is subject to the availability of qualified Therapist candidates.

(b) **Relationship to Personnel.** Any Therapists permanently staffed at Facility through Rehab Advisors' Permanent Placement Services shall be directly employed and/or engaged by Facility (the "Permanent Therapists"). Any Therapists staffed at Facility through Rehab Advisors Temporary Staffing Services shall be directly employed and/or engaged by Rehab Advisors (the "Temporary Therapists"). The Temporary Therapists and any Rehab Advisors personnel through which the Services are provided are hereinafter referred to as "Rehab Advisors Personnel." Rehab Advisors and Facility obligations with respect to Permanent Therapists and Rehab Advisors Personnel (including Temporary Therapists) are more specifically described on **Schedule C**.

3. **Fees.** In consideration of: the Services, Facility shall pay to Rehab Advisors, the fees upon the terms set forth on **Schedule A** attached hereto (the "Fees"). Rehab Advisors reserves the right to

modify any or all Fees at any time on or after [the first anniversary of the Commencement Date]/[the expiration of the Initial Term] upon sixty (60) days written notice to Facility. Facility and Rehab Advisors acknowledge and agree that the Fees paid to Rehab Advisors are commercially reasonable and constitute the fair market value for the Services. No Fees hereunder are intended to be for, nor shall they be construed as, an offer or payment made in exchange, explicitly or implicitly, directly or indirectly, for any referrals or other business generated between the Parties.

4. **Insurance.** During the Term, the Parties shall maintain professional liability, general liability insurance, workers' compensation and employer's liability insurance coverage as shall be necessary to insure against any claim or claims for damages arising, directly or indirectly, in connection with this Agreement. The provisions of this **Section 4** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

5. **Representations, Warranties and Covenants of Facility.** Facility hereby makes the following representations, warranties and covenants to Rehab Advisors, each of which is material and is being relied upon by Rehab Advisors, and each of which shall be true as of the date hereof and shall continue during the Term of this Agreement: (a) Facility is in compliance with all applicable federal, state and local laws, regulations and ordinances regarding and incident to the operation of the type of facility as set forth on **Schedule A**, is duly organized under the laws of the state in which it is located and authorized and is qualified to do all things required of it under this Agreement; (b) any and all information furnished or that will be furnished by Facility to Rehab Advisors in writing is true and accurate in all material respects as of the date on which such information is furnished; and (c) Facility is not barred, excluded or otherwise ineligible for participation in any Federal or State governmental health care program and/or Corporate Integrity Agreement (CIA), including but not limited to Medicare. The provisions of this **Section 5** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

6. **Representations, Warranties and Covenants of Rehab Advisors.** Rehab Advisors hereby makes the following representations, warranties, and covenants to Facility, each of which is material and is relied upon by Facility, and each of which shall be true as of the date hereof and shall continue during the Term of this Agreement: (a) Rehab Advisors is in compliance with all federal, state and local laws, regulations and ordinances applicable to the provision of Services hereunder; (b) Rehab Advisors is duly organized under the laws of the State of New Jersey, is qualified to conduct its business and is authorized and qualified to do all things required of it under this Agreement; and (c) Rehab Advisors is not barred, excluded or otherwise ineligible for participation in any Federal or State governmental health care program, including but not limited to Medicare. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER SIMILAR WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER REHAB ADVISORS NOR ANY OF ITS AFFILIATES OR REPRESENTATIVES HAS MADE OR IS MAKING ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO THE SERVICES, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. The provisions of this **Section 6** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

7. **Termination by Rehab Advisors.** Rehab Advisors may, at its option, terminate this Agreement: (a) Upon five (5) business days' notice to Facility if Facility fails to pay the Fees when due on

more than one occasion; (b) upon five (5) business days' notice to Facility if Facility violates the confidentiality provisions of **Section 11**, the non-solicitation provisions of **Section 12**, or the non-disparagement provisions of **Section 14**, or if Facility fails to observe or perform any of its other obligations hereunder in any material respect and such violation or failure continues uncured for a period of thirty (30) days after written notice thereof to Facility from Rehab Advisors ; (c) upon five (5) business days' notice to Facility in the event of any willful act or omission of Facility that results or could reasonably be expected to result in harm to Rehab Advisors' business, business prospects or reputation; or (d) with or without cause upon sixty (60) days written notice to Rehab Advisors.

**8. Termination by Facility.** Facility may, at its option, terminate this Agreement: (a) Upon five (5) business days' notice to Rehab Advisors if Rehab Advisors breaches a material term of this Agreement and such breach continues uncured for a period of thirty (30) days after written notice thereof to Rehab Advisors from Facility; or (b) at any time following the Initial Term, with or without cause upon sixty (60) days written notice to Rehab Advisors.

**9. Termination by Either Party.** Either Party may terminate this Agreement immediately in the event: (i) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (ii) the other Party is adjudged bankrupt; (iii) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (iv) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (v) the other Party becomes insolvent, suspends business or ceases to conduct its business in the ordinary course; or (vi) the other Party makes an assignment of its assets for the benefit of its creditors; or (vii) the other Party is excluded from participation in any Federal healthcare program, including Medicare or Medicaid. Upon termination or expiration of this Agreement for any reason, whether pursuant to **Sections 7 or 8**, this **Section 9**, or otherwise, Facility will pay to Rehab Advisors all Fees earned or accrued under this Agreement through the termination and/or expiration date.

**10. Status of Parties.** Facility Personnel and the Therapists shall exercise independent clinical judgment. Rehab Advisors shall not exercise any control over matters concerning Facility involving the exercise of professional clinical judgment. This Agreement is neither intended to, nor shall create, a venture, partnership, or association as between Rehab Advisors and Facility. Each Party is an independent entity of the other. The provisions of this **Section 10** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

**11. Confidentiality.**

(a) Facility acknowledges and agrees that Rehab Advisors has substantial and special expertise in providing the Services and the arrangement for such Services, and information that is "confidential" and "proprietary" to Rehab Advisors and/or constitutes a "trade secret" of Rehab Advisors, including, without limitation, the names of Rehab Advisors' employees (including, without limitation, its directors, and supervisors), may be accessible by Facility in connection with its receipt of the Services or otherwise under this Agreement (all such information, whether digital, oral or written, whether or not marked as confidential, proprietary or trade secret, and whether or not accessed or accessible by Facility, "Confidential Information"). Confidential Information shall also include, but not be limited to, financial and tax information; cost and pricing data; business plans and intentions; trade secrets; designs; specifications; operating procedures; forms and policy and procedure manuals; in-service materials; training materials, including, but not limited to, webinar materials and/or PowerPoint presentations; operational strategies; and Rehab Advisors' database of Therapists for temporary or permanent placement. Accordingly, Facility covenants and agrees to Rehab Advisors that it will keep confidential

and, except as expressly permitted by the immediately succeeding sentence, not disclose, directly or indirectly, or communicate any portion of the Confidential Information to any person or entity, and will not at any time or in any manner, directly or indirectly, use the Confidential Information, or any part thereof, for any purpose, including for its own financial benefit or gain in any respect. Confidential Information may be disclosed to employees, agents and representatives of Facility for the sole purpose of performing Facility's obligations hereunder, provided that said persons or entities shall be informed of the confidential nature of such information and the restrictions contained in this Agreement. Facility shall be responsible for any disclosure or use of Confidential Information by such persons or entities in violation of this Agreement. Upon termination of this Agreement for any reason, Facility shall (a) immediately return to Rehab Advisors all copies of the Confidential Information in its possession, whether in written form, electronically stored or otherwise provided by Rehab Advisors; (b) immediately destroy all copies containing any Confidential Information; and (c) upon completion of the foregoing, Facility shall immediately deliver to Rehab Advisors a certificate executed by a duly authorized officer or representative of Facility confirming compliance with the return or destruction obligation provided for in this **Section 11**. The provisions of this **Section 11** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

**12. Non-Solicitation.**

(a) Definitions: The following definitions shall apply for purposes of this **Section 12**:

"Enhance/Tender Touch Enterprise Party" means Rehab Advisors, any of its affiliates (including Enhance Therapies, Tender Touch and their respective affiliates, divisions and subsidiaries), and any contractors of any of the foregoing.

"Enhance/Tender Touch Enterprise Person" means any Person that has a relationship, contractual or otherwise with an Enhance/Tender Touch Enterprise Party (including any employee, representative, contractor, or agent of any Enhance/Tender Touch Enterprise Party, such as any Rehab Advisors Personnel, including Temporary Therapists). Enhance/Tender Touch Enterprise Person shall not include any Therapy Personnel (i) who were prior to or after the Commencement Date employed or engaged directly by Rehab Advisors and (ii) who are employed directly by Facility during the Term with the express permission of Rehab Advisors.

"Person" means any individual, corporation, contracted agency, general partnership, limited partnership, proprietorship, limited liability company, limited liability partnership, business trust, business organization, joint stock company, trust, association, joint venture, government or political subdivision, or other entity, enterprise or business of whatever nature.

(b) During the Term, and continuing for a period two (2) years following the expiration or termination of this Agreement, whether initiated by Rehab Advisors or Facility, **Facility shall not**, directly or indirectly, on its own behalf or in conjunction with or for the benefit of any other Person, (collectively, along with the Facility, the "Restricted Parties" and, each individually, a "Restricted Party"): (i) hire, contract with, or otherwise engage, or facilitate or permit the hiring, contracting with or other engagement of an Enhance/Tender Touch Enterprise Person; (ii) discourage any Person from doing business with or otherwise having a relationship with an Enhance/Tender Touch Enterprise Party or otherwise interfere with a Person's relationship with an Enhance/Tender Touch Enterprise Party; or (iii) solicit or contact (or attempt to solicit or contact) any Enhance/Tender Touch Enterprise Person for the purpose of inducing or encouraging an Enhance/Tender Touch Enterprise Person to (a) withdraw, curtail or terminate his or her relationship with an Enhance/Tender Touch Enterprise Party; or (b) enter into a relationship of any kind with a Restricted Party (including but not limited to, entering into an employment

or independent contractor arrangement). The provisions of this **Section 12** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

**13. Facility Obligations.**

(a) *Space and Equipment.* Facility shall make available and maintain for Rehab Advisors' use, at Facility's cost and expense, such suitable examination rooms, office space, storage space, therapy equipment, therapy supplies, and utilities necessary for the proper provision of the Services by Rehab Advisors Personnel, as determined by Rehab Advisors. Facility shall, at its own cost and expense, furnish ordinary maintenance, housekeeping, security, mail service, linens, laundry service, office supplies, computers, telephones, printers, toner, fax, scanner, filing cabinets, copy machines, gas, water, electricity, telephone and internet access with physical network wiring and jacks from a central location/demark to all therapy rooms and offices, and other services as shall be necessary for Rehab Advisors to provide the Services. The space provided, and equipment and supplies furnished, shall comply with all applicable federal, state and local requirements for its operation.

(b) *Hazardous Materials.* Facility agrees to provide appropriate information and/or special education regarding hazardous or infectious substances to which any Therapist and/or Rehab Advisors Personnel may be exposed at Facility. Facility further agrees to provide appropriate protective gear to all Therapists and Rehab Advisors Personnel to protect them from identified hazards within Facility. Facility agrees to cooperate in any investigation or inquiry of any Therapist or Rehab Advisors Personnel injured or exposed to any hazardous or infectious substance at Facility, including providing information regarding any infectious condition of a Facility resident(s) to whom a Therapist or Rehab Advisors Personnel member may have been exposed at Facility.

(c) *Medical Exams.* Facility agrees to make available to all agents, employees and other personnel of Rehab Advisors, any of its affiliates (including Enhance Therapies, Tender Touch and their respective affiliates, divisions and subsidiaries), and any contractors of any of the foregoing (including, for the avoidance of doubt, all Temporary Therapists), in each case who are entering any premises of Facility, medical examinations, screenings and inoculations required by all applicable federal, state and local laws, regulations, or ordinances, including, but not limited to, Mantoux/PPD testing, COVID testing, and COVID-19 vaccinations (collectively the "Medical Exams"). The costs of the Medical Exams shall be paid by Facility.

(d) *Mandatory In-Service.* Facility agrees that it shall provide, at its sole cost, any and all mandatory in-service required to be completed by the Therapists (including Temporary Therapists) pursuant to Facility policies or procedures, or federal, state and local laws, regulations or ordinances.

**14. Non-Disparagement.** At all times during the Term, and any time thereafter, Facility agrees to refrain from taking any action or making any statements, written or oral, which disparage or defame the goodwill or reputation of any of Rehab Advisors, any of its affiliates (including Enhance Therapies, Tender Touch and their respective affiliates, divisions and subsidiaries), and any owners, members, principals, parents, subsidiaries, affiliates, directors, officers, or employees of any of the foregoing, or which could adversely affect the morale of any agents, employees or other personnel of Rehab Advisors or any of its affiliates (including Enhance Therapies, Tender Touch and their respective affiliates, divisions and subsidiaries). The provisions of this **Section 14** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

15. **Indemnification.** Each Party (in such capacity, an “Indemnifying Party”) agrees to defend and indemnify and hold harmless the other Party, its affiliates, successors, assigns, directors, managers officers, shareholders, members, partners, employees and agents (each an “Indemnified Party”) from and against any and all third party claims, demands, causes of action, proceedings, damages, costs (including, without limitation, reasonable attorneys’ fees) and liabilities (collectively, the “Damages”) directly arising from: (a) the grossly negligent or intentional acts or omissions of the breaching Party, its directors, officers, shareholders, members, partners, and employees, and (b) the breach, misrepresentation, or non-fulfillment in any material respect of any representation or warranty under this Agreement by the breaching Party, its directors, managers, officers, shareholders, members, partners, and employees. Indemnifying Party shall pay to Indemnified Party the full amount of any and all Damages that Indemnified Party has incurred as a result of an event contemplated by this **Section 15**, within thirty (30) days of notice thereof, or, if such claim is made the subject of judicial or administrative proceedings, the date such proceedings are terminated or a final judgment is rendered and all appeals if reasonably and in good faith are pursued are exhausted or applicable appeal periods are allowed to lapse. The provisions of this **Section 15** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

16. **Dispute Resolution.** Subject to the provisions of this Agreement, any claim, dispute or controversy arising out of or in connection with this Agreement, whether under Federal or State statutory or common law, including any claim regarding the validity of this arbitration provision, that is brought by either Party against the other, or against the employees, members, agents, officers, directors, agents or assigns of the other, shall be resolved by binding arbitration. Such proceeding shall be conducted by final and binding arbitration before a religious tribunal mutually agreeable to both Parties. Both Parties shall bear their own respective legal expenses and costs necessarily incurred in the disposition of the dispute resolution process. The costs of the arbitrators and any administrative fees or costs shall be borne equally by both Parties. Each Party shall be responsible for its own legal fees. The provisions of this **Section 16** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

17. **Notices.** Any and all notices and other communications required or permitted to be given hereunder shall be in writing and sent by overnight courier service or by certified or registered mail, return receipt requested, postage prepaid, addressed to the Parties’ respective last known addresses and shall be deemed given when deposited in the mail as described herein. The provisions of this **Section 17** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

18. **HIPAA Compliance.** Each Party hereby agrees to execute and deliver the Business Associate Agreement attached hereto as **Schedule D.**

19. **Liquidated Damages; Equitable Relief; Other Matters.**

(a) If, prior to the expiration of the Initial Term, Facility terminates this Agreement other than pursuant to, and in compliance with, the provisions of **Section 8 or 9**, the same shall cause a probable loss to Rehab Advisors, and Rehab Advisors shall (in addition to any outstanding Fees owed) be entitled to a payment from Facility of liquidated damages in an amount equal to [the sum of (i)] the total Fees for the Therapy Management Services that would have been paid to Rehab Advisors hereunder for the remainder of the Initial Term however, nothing herein shall prohibit the Parties from mutually agreeing to a lesser amount of liquidated damages.

(b) In the event Facility violates the non-solicitation provisions of **Section 12** without having obtained prior permission from Rehab Advisors, and such violation goes uncured for thirty (30)



days, the same shall cause a probable loss to Rehab Advisors and its affiliates (including Enhance Therapies, Tender Touch and their respective affiliates, divisions and subsidiaries), and Rehab Advisors shall (in addition to any outstanding Fees owed) be entitled to a payment from Facility of liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00) in each instance and for each such violation; however, nothing herein shall prohibit the Parties from mutually agreeing to a lesser amount of liquidated damages.

(c) The aforementioned liquidated damages amounts are arrived at after full consideration of all things and circumstances surrounding Rehab Advisors' business, with joint effort made to fully anticipate the losses Rehab Advisors and its affiliates (including Enhance Therapies, Tender Touch and their respective affiliates, divisions and subsidiaries) will suffer. Said amounts are further arrived at in view of the fact that in the event of a breach of **Sections 8 or 12** by Facility, the actual damages which will result to Rehab Advisors and its affiliates would be quite difficult to prove.

(d) Facility hereby acknowledges and agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, Facility agrees that, in the event of any breach or threatened breach by Facility or any of its agents, employees or other personnel of any covenant or obligation contained in this Agreement, Rehab Advisors and its affiliates (including Enhance Therapies, Tender Touch and their respective affiliates, divisions and subsidiaries) shall be entitled (in addition to any other remedies that may be available to Rehab Advisors or its affiliates at law or in equity, including the recovery of damages) to seek and obtain, without proof of actual damages, and without furnishing or posting any bond or similar instrument, a decree or other order of specific performance to enforce the observance and performance of such covenant or obligation, and/or an injunction restraining such breach or threatened breach, and in any such case Facility will not, and will not cause any other individual or entity to, challenge or oppose any equitable relief or equitable remedy referred to in this Section.

(e) In the event that Facility violates the provisions of **Section 12**, then the time frame thereof shall be tolled and extended for a period of time equal to the period of time during which such breach or breaches should occur; and, in the event Rehab Advisors or its affiliates (including Enhance Therapies, Tender Touch and their respective affiliates, divisions and subsidiaries) should be required to seek relief from such breach in any court or other tribunal, then the covenants shall be tolled and extended for a period of time equal to the pendency of such proceedings, including all appeals.

(f) If any restriction contained in **Sections 11, 12 or 14** or this **Section 18** shall be deemed to be invalid, illegal or unenforceable by reason of the extent or duration or otherwise, then the court making such determination may reduce such extent, duration, or other provisions hereof, to the least extent necessary in order to make such provision enforceable in the manner contemplated hereby.

(g) Notwithstanding anything stated herein to the contrary and without prejudice to the granting of equitable relief, which right is acknowledged by Facility, in the event that Rehab Advisors deems it necessary to institute or defend any action arising under this Agreement, Facility expressly agrees and shall be bound to reimburse Rehab Advisors for all reasonable costs and expenses including attorneys' fees incurred as a consequence of the enforcement hereof should judgment in any respect be entered in favor of Rehab Advisors in any such action, Rehab Advisors is otherwise the prevailing party, and/or Facility shall be deemed to have breached this Agreement in any respect.

(h) Notwithstanding anything stated herein to the contrary, in no event shall Rehab Advisors or its affiliates (including Enhance Therapies, Tender Touch and their respective affiliates,

divisions and subsidiaries) be liable to Facility, any of its affiliates or representatives, or any other person for any indirect, special, incidental or consequential damages, including, without limitation, lost profits or savings, whether or not such damages are foreseeable (whether based in contract, tort, by statute or otherwise), relating to this Agreement or the Services. Notwithstanding anything stated herein to the contrary, in no event shall Rehab Advisors' and its affiliates' aggregate liability to Facility, any of its affiliates or representatives, or any other person relating to this Agreement or the Services exceed the aggregate amount of Fees paid hereunder by Facility to Rehab Advisors during the twelve (12) months immediately preceding the applicable date of determination.

(i) The provisions of this **Section 19** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

**20. Use of Third Party Software.** Facility acknowledges that Rehab Advisors contracts with one or more third party vendors for software (the "Software") to be used in the provision of the Services (the "Vendor"). Facility agrees to complete or execute any documentation that may be reasonably required by Rehab Advisors or any Vendor in order for Rehab Advisors to utilize the Software for the Services and/or in order for Rehab Advisors to provide access to Facility with respect to the use of such Software. Facility shall assume all responsibility for, and Facility shall defend, indemnify and hold harmless Rehab Advisors, its affiliates, successors, assigns, directors, managers officers, shareholders, members, partners, employees and agents from and against any and all claims, demands, causes of action, proceedings, damages, costs (including, without limitation, reasonable attorneys' fees), penalties, and liabilities resulting from or relating to (i) Facility's failure to abide by any recommended processes or procedures or reasonable security safeguards with respect to the use of or access to such Software, including, but not limited to, a failure to protect user account names and passwords or a refusal to abide by recommended device/access restrictions; or (ii) any breach, security incident, data loss or data compromise that results from Facility's access to or use of the Software. The provisions of this **Section 20** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

**21. Miscellaneous.** Each Party represents, warrants and covenants that this Agreement constitutes the valid and legally binding obligation of it, enforceable against it in accordance with its respective terms. This Agreement sets forth the entire understanding between the Parties with regard to the subject matter contemplated by this Agreement, and hereby supersedes and renders void all prior written or oral understandings or agreements regarding the subject matter contemplated by this Agreement. This Agreement cannot be modified or terminated, except with the consent of the Parties. If any provision of this Agreement is held invalid, illegal or unenforceable, it shall be deemed to be modified so that its purpose can lawfully be effectuated and the balance of this Agreement shall remain in full force and effect. The failure of a Party to insist upon strict adherence to any term, covenant or condition of this Agreement on any occasion shall not be considered a waiver or relinquishment of any right of such Party to insist upon strict performance of that term, covenant, or condition, or any other term, covenant or condition, of this Agreement at such time or at any time thereafter. This Agreement shall inure to the benefit of, and be binding upon, Rehab Advisors and its respective successors, assigns, heirs, and administrators. This Agreement may not be assigned by either Party without consent of the other Party. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. EACH PARTY HEREBY WAIVES TRIAL BY JURY AND AGREES AND CONSENTS THAT ANY LEGAL ACTION OR PROCEEDINGS WITH RESPECT TO THIS AGREEMENT SHALL ONLY BE BROUGHT IN THE COURTS OF THE STATE OF NEW JERSEY IN OCEAN COUNTY. This Agreement may be executed by electronic transmission signature, including, without limitation, by facsimile or portable document format (".pdf"),

each of which shall constitute an original. The provisions of this **Section 21** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

*[Signature Page Follows]*

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



**REHAB ADVISORS BY ENHANCE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Sterling Care Hilhaven**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SCHEDULE A**

**BUSINESS TERMS**

This **Schedule A** (the “**Schedule**”) dated as of **August 1, 2023** (the “**Commencement Date**”) is attached to a Therapy Management Services Agreement (the “**Master Agreement**”, as supplemented by the terms and provisions of the Schedule to the Master Agreement (including this **Schedule A**, shall be referred to collectively as the “**Agreement**”), by and between **Rehab Advisors By Enhance**, a New Jersey limited liability company and the Facilities named below. The Parties have agreed to incorporate into the terms of the Master Agreement the terms of this **Schedule A** (as may be modified from time to time) and the other Schedules to the Master Agreement. In the event of any inconsistency between the terms of this **Schedule A** and the Master Agreement, then the terms of this Schedule shall control. All capitalized terms not defined in this **Schedule A** have the meanings given them in the Master Agreement.

**All terms and rates in this contract are to be kept strictly confidential or they will be subject to change.**

<b>Category</b>	<b>Term(s)</b>
Legal Name of Party to Agreement that is the Owner/Licensed Operator of Facility (“ <b>Facility</b> ”)	<b>Sterling Care Hillhaven</b>
Business Address of Facility	3210 Powder Mill Rd, Adelphi, MD 20783
Type of Facility	SNF
Commencement Date	August 1, 2023
Initial Term and Renewal Terms	The Agreement shall commence on the Commencement Date and shall continue in full force and effect unless the Agreement is otherwise terminated in accordance with the terms of the Agreement.
Fees and Payment Terms <i>*Unpaid invoices for any Services will be deemed past due 45 days after invoice date</i>	<p><b><u>Therapy Management Services:</u> \$4,300 per month.</b> Fees for the current month of service will be billed on the first of that month, and are due by the 30<sup>th</sup> of that month by check, ACH, wire or certified funds.</p> <p><b><u>Temporary Staffing Services:</u></b> Hourly according to the following fee schedule: PT, OT and SLP: \$75/hr PTA/COTA \$55/hr. Staffing are at a 4 hour minimum. SLP Supervisor: \$125/ hour. Traveling Supervisor: \$100/ hour billed at 8 hours plus incidentals. Overtime at Facility is charged at time and one half of the rate). Hours billed will be based upon Rehab Advisors’ clocked hours, either through the Optima billing system, or by the Rehab Advisors phone system if Optima is not available. Fees for temporary staffing will be billed semi-monthly and are due upon receipt.</p> <p><b><u>Data Transfer:</u></b> One time fee (Discounted \$1,000) to \$4,000, approved by S Ungar</p> <p><b><u>Claims and Appeals for Medicare and Managed Care Payers:</u> 15% discount off claims list price – approved by Shaya Ungar</b></p>



**Sterling Care Hillhaven**

**REHAB ADVISORS BY ENHANCE**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date : \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **SCHEDULE B**

### **Therapy Management Services**

#### **OPERATIONS**

- Dedicated Regional Manager to conduct monthly meetings on operations
- Comprehensive training of Rehab Director
- Consulting and assistance with monitoring key performance metrics:
  - PDPM component
  - Rehab statistics on units, minutes, visits, average length of stay
  - Functional outcomes
  - Department productivity
  - Group/concurrent provision
- Hosting and use of our customized EMR software and documentation platform
- MDS/CMI Oversight

#### **REHAB CLINICAL PROGRAMMING**

- Assistance with clinical programs and LTC programming
- Clinical pathways and policies
- Assistance with QRP Measures, QMs, and Five Star Review

#### **EDUCATION**

- Access to Rehab Advisors policies, procedures, forms, and systems
- Access to rehab new hire orientation tracks for PT/OT/SLP
- Facility and staff access to Rehab Advisors webinars and email communications on related topics
- Access to the question helpdesk with answers from industry experts

#### **STAFFING**

- Assistance with recruiting for permanent staff therapists
- Assistance with coverage of temporary staffing needs

#### **COMPLIANCE**

- Education on compliance risk factors and regulatory updates
- Training on quarterly compliance reports

#### **MARKETING ASSISTANCE**

- Access to patient satisfaction surveys
- Outcome reports to doctors, hospitals, and ACO's

#### **DATA ANALYSIS**

- Personalized monthly statistical analysis review including key performance metrics
- Reports to include:
  - Med A Average Daily Rate

- PDPM statistics
- Rehab statistics on units, ALOS, etc
- Functional outcomes
- Productivity
- Assistant impact

#### **MEDICAL REVIEW ASSISTANCE**

- Rehab documentation training to identify risk
- Training and resources for claim submission

#### **ADDITIONAL SERVICES AVAILABLE**

- Respiratory staffing
- Respiratory scrubbing of MDS
- MDS staffing
- MDS consulting and support for PDPM, CMI, Quality measures
- Comprehensive claims submission
- Temporary staffing coverage as available
- CEU program access
- Point Right Software Access
- Compliance Audits

## SCHEDULE C

### Facility and Rehab Advisors Responsibilities With Respect to Personnel

#### Rehab Advisors Obligations

##### Temporary Therapists:

1. Rehab Advisors will provide to Facility upon request copies of the credentials of Temporary Therapists (to include current licenses and/or certifications) and qualifications, consistent with the requirements set forth in 42 C.F.R. § 484
2. Rehab Advisors shall perform with respect to Temporary Therapists exclusion checks, criminal background checks, and health checks in accordance with applicable law and will, upon request, provide to Facility evidence of completion of these checks.
3. Rehab Advisors will hire, employ, train, supervise, terminate and compensate all Temporary Therapists under this Agreement, subject to Facility's oversight as required by law.
4. Rehab Advisors shall be exclusively responsible for the payment of compensation and any benefits provided to the Temporary Therapists and shall be exclusively responsible for withholding from compensation due to the Temporary Therapists all employment related taxes as may be required by law.

##### Permanent Therapists:

1. Rehab Advisors shall perform an initial State licensure check with respect to Permanent Therapists, and will provide to Facility evidence of this check.
2. Permanent Therapists will have access to Rehab Advisors' new hire orientation tracks

#### Facility Obligations

##### Permanent Therapists:

1. Facility shall have sole responsibility for the payment of compensation and any benefits provided to the Permanent Therapists and shall be exclusively responsible for withholding from compensation due to the Permanent Therapists all employment related taxes as may be required by law.
2. Facility will have sole responsibility for any background or other checks with respect to Permanent Therapists not performed by Rehab Advisors as described above.
3. Facility will have sole responsibility for maintaining HR files of Permanent Therapists - and ensuring compliance with vaccines, PPD and medical exams, etc.

##### Professional Services Rendered by Therapists:

1. Rehab Advisors shall have no responsibility, right or authority to (i) directly bill any reimbursement authority, including, without limitation, Medicare or Medicaid or any other third party payer of health care services ("Payer"), or any resident of Facility ("Resident") for any professional service provided by any Therapist ("Professional Therapy Service(s)"), and (ii) directly receive fees for the Professional Therapy Services from any Payer or Resident
2. Facility is responsible for submitting complete and accurate bills to any Payer or Resident for



Professional Therapy Services on a timely basis and in accordance with applicable law and administrative guidelines.

3. Facility is the certified provider of all medical services rendered to Residents. Accordingly, Facility shall obtain all necessary authorizations or other prerequisites to file and submit claims and to receive reimbursement for Professional Therapy Services.

## SCHEDULE D

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, dated as of **August 1, 2023** ("**BA Agreement**"), supplements and is made a part of the Services Agreement (as defined below) by and between **Rehab Advisors by Enhance**, ("**Business Associate**") and ("**Covered Entity**"). Covered Entity and Business Associate may be referred to herein collectively as the "**Parties**" or individually as "**Party**".

**WHEREAS**, Covered Entity and Business Associate are parties to the Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates, receives, maintains or transmits Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "**HITECH Act**"), and related regulations promulgated by the Secretary ("**HIPAA Regulations**"); and

**WHEREAS**, Business Associate qualifies as a "business associate" (as defined by the HIPAA Regulations) of its clients, which means that Business Associate has certain responsibilities with respect to the Protected Health Information of its clients; and

**WHEREAS**, in light of the foregoing and the requirements of HIPAA, the HITECH Act, and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree in this BA Agreement as follows:

1. **DEFINITIONS.**

(a) **General.** Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

(b) **Specific.**

(i) **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.

(ii) **Electronic Health Record.** "Electronic Health Record" shall have the same meaning as the term "electronic health record" in the HITECH Act, Section 13400(5).

(iii) **Electronic Protected Health Information.** "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

(iv) **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(v) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.

(vi) **Protected Health Information.** "Protected Health Information" shall have the

same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(vii) Required By Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

(viii) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

(ix) Security Rule. “Security Rule” shall mean the Security Standards at 45 Part 160 and Part 164.

(x) Services Agreement. “Services Agreement” shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. The Services Agreement is amended by and incorporates the terms of this BA Agreement.

(xi) Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR § 160.103.

(xii) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402.

## 2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

(a) Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate. Without limiting the foregoing, to the extent the Business Associate will carry out one or more of the Covered Entity’s obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(b) Appropriate Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

(i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the Security Rule; and

(ii) Ensure that any Subcontractor to whom Business Associate provides Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards and comply, where applicable, with the Security Rule to protect Electronic Protected Health Information and comply with the other requirements of Section 2(a) above.

(c) Reporting. Business Associate agrees to promptly report to Covered Entity any of the following:

(i) Any use or disclosure of Protected Health Information not permitted by this BA Agreement of which Business Associate becomes aware.

(ii) Any Security Incident of which Business Associate becomes aware. provided however, the Parties acknowledge and agree that this Section 2(c)(ii) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. For purposes of this BA Agreement, "Unsuccessful Security Incidents" are trivial incidents that occur on a daily, or otherwise routine, basis, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information. However, if Business Associate becomes aware of an unusually high number of such Unsuccessful Security Incidents due to the repeated acts of a single party or related parties, Business Associate shall notify Covered Entity of these attempts and provide the name, if available, of said party or parties.

In addition, Business Associate agrees to notify Covered Entity without unreasonable delay and in no event more than thirty (30) days following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach. Any such notice shall be directed to Covered Entity as set forth in the Services Agreement.

(d) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers, Subcontractors or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information).

(e) Subcontractors. Business Associate shall ensure that any Subcontractor to whom Business Associate provides Protected Health Information received from, or created, maintained, received or transmitted by, Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

(f) Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall promptly notify Covered Entity of the request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

(g) Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees

to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall promptly notify Covered Entity of the request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

(h) Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA Regulations.

(j) Requests for Accountings. Business Associate agrees to provide to Covered Entity, within thirty (30) days of a request by Covered Entity, information collected in accordance with **Section 2(i)** of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA Regulations. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall promptly notify Covered Entity of the request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

(a) Services Agreement. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(b) Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. **PERMISSIBLE REQUESTS BY COVERED ENTITY.** Except as set forth in **Section 3** of this BA Agreement, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

### **5. TERM AND TERMINATION.**

(a) Term. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, received or maintained by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of the terms of this BA Agreement, the non-breaching Party shall either provide an opportunity for the other Party to cure the breach or end the violation. If such Party does not cure the breach or end the violation within thirty (30) days, the non-breaching Party shall terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as the non-breaching Party designates in its sole discretion.

(c) Effect of Termination.

(i) Except as provided in **Section 5(c)(ii)**, upon termination of this BA Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **6. OBLIGATIONS OF COVERED ENTITY.**

(i) Privacy Notice. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(ii) Changes of Permission of Individual. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(iii) Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

## **7. COORDINATION OF BUSINESS ASSOCIATE AND COVERED ENTITY.**

The Parties shall reasonably cooperate and coordinate with each other in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach.

## **8. MISCELLANEOUS.**

(a) Regulatory References. A reference in this BA Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

(b) Amendment. The Parties agree to take such action as is necessary to amend the Services Agreement and/or this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act.

(c) Survival. The rights and obligations of Business Associate under **Sections 5(c)** and the Parties under **Section 7** and this **Section 8** of this BA Agreement shall survive the termination of the Services Agreement and this BA Agreement.

(d) Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit both Parties to comply with HIPAA, HIPAA Regulations and the HITECH Act.

(e) No Third Party Beneficiaries. Nothing express or implied in this BA Agreement is intended or shall be interpreted to create or confer any rights, remedies, obligations or liabilities whatsoever in any third party.

(f) Miscellaneous. The terms of this BA Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth herein, in the event of a conflict between the terms of this BA Agreement and the terms of the Services Agreement, the terms of this BA Agreement shall prevail. The terms of the Services Agreement which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. This BA Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, exclusive of conflict of law rules. Each party to this BA Agreement hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the State of New Jersey. The Services Agreement together with this BA Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the Parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effective unless agreed upon by both Parties in writing.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the Parties have executed this BA Agreement as of the date set forth above.

**REHAB ADVISORS BY ENHANCE**

("Rehab Advisors")

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

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

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

DATE: \_\_\_\_\_

**STERLING CARE HILHAVEN**

("Facility")

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

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

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

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



# O2SAFE SOLUTIONS

## SUPPLY AGREEMENT

**Technical Gas Products, Inc. d/b/a O2Safe Solutions (Seller), of Wallingford, Connecticut, and Sterling Care Hillhaven (Purchaser), of 3210 Powder Mill Road, Adelphi, MD 20783, hereby agree that:**

1. Purchaser can procure its Medical Oxygen (Product), Respiratory Therapist (Service) and Respiratory Equipment (Equipment) from Seller at the price, terms and conditions set forth in this agreement. The term of this Agreement shall be One (1) year effective August 1, 2023, and thereafter from year to year until terminated in writing. Purchaser may terminate this Agreement by giving to Seller not less than Thirty (30) days prior notice in writing.
2. The prices for Products and Services shall be as set forth in the Schedule. Payment terms are Net 60 days. Purchaser agrees to pay all taxes necessary by virtue of any Federal, State, Municipal law and other surcharges applicable to Seller's customers in effect at the time. Seller reserves the right to add a set finance charge at the highest rate permitted by law to any delinquent balance. In the event of a delinquent balance for services rendered, Seller shall have the right to take any appropriate legal action, including but not limited to, (a) Placing Purchaser on immediate c.o.d. status plus outstanding balance and to (b) entering upon Purchaser's property and repossessing the Seller's equipment. Any costs, expenses and attorney fees incurred by seller to collect payment from the purchaser shall be paid by the purchaser.
3. The Seller shall supply and Install Equipment as set forth in Schedule. Seller shall not be liable for any delay in installation of any such Equipment that results from any cause beyond its reasonable control. Equipment shall be maintained in good repair and operating conditions by the Seller. Purchaser shall not permit Equipment to be filled with any Product not furnished by Seller.
4. Purchaser shall acquire no ownership interest in Equipment. Purchaser shall not allow Seller's Equipment to become subject to any lien or encumbrance. Seller shall have the right to remove Equipment within 15 days after the expiration or termination of this Agreement.
5. Purchaser shall promptly furnish an accessible, secure site for the installation and storage of Equipment at Facility. The Purchaser shall also provide at the Site at its cost all required licenses and permits required in conjunction with such use of the Site. Seller shall have no responsibility for the maintenance or repair of Site including permanent improvements thereto. Authorized representatives of Purchaser, Seller and/or Seller's representative shall have access at all times to the Site but Purchaser shall deny access to all others. Purchaser shall not alter, adjust or repair any Equipment installed or supplied by Seller at the Site.
6. Purchaser shall be responsible for any loss or damage to Seller's Equipment. Purchaser shall reimburse Seller the cost of repair or replacement of Equipment. It is expressly agreed that until Equipment is removed by Seller, all risk of loss or damage to Equipment are hereby assumed by the Purchaser. Purchaser covenants that it shall maintain adequate fire and extended coverage insurance for the benefit of Seller covering the replacement value of Equipment.
7. Deliveries which may be made during a strike or other labor disturbance affecting Purchaser shall be at Purchaser's sole risk. Purchaser hereby indemnifies Seller from and against all costs, damages and losses arising out of any such delivery which costs, etc. are not normally incurred by Seller in the normal delivery of Product. Service and deliveries by the Seller are subject to and contingent upon floods, strikes, or other labor disturbances, fires, accidents, war, delay of carriers, inability to obtain raw material, failure of normal sources of supply, restraints of government, or any other similar or dissimilar cause beyond the Seller's reasonable control.
8. All Product and Equipment furnished hereunder shall conform to the description thereof published by the manufacturer at the time of sale. There is no warranty of merchantability or any other warranty, express or implied, that extends beyond said description. Seller shall not be liable for any damage, direct or indirect, special, incidental consequential or otherwise arising out of or in connection with any Product.
9. Purchaser's exclusive remedy for the unexcused failure on the part of the Seller to deliver Product when required by Purchaser shall be to recover from Seller the difference between the cost to Purchaser of any reasonable purchase of Product in substitution of Product not delivered and the lesser price of such quantity of Product. If seller does not remedy failure within 30 days of written notice to Seller, purchaser shall have the right to cancel this agreement. All claims by Purchaser having anything to do with Product, or Equipment furnished by Seller shall be made in writing within ten (10) days after the delivery.
10. Purchaser shall provide all necessary documentation to Seller for the submittal of charges to third party payment sources if applicable.
11. Cost increases may necessitate a revision of prices from time to time for Products sold under this Agreement. Such increases shall become effective fifteen (15) days after written notice is given to Purchaser. Pricing will remain firm for first year of the agreement.

Technical Gas Products, Inc. d/b/a O2Safe Solutions 101 N. Plains Industrial Rd., B1 Suite 1, Wallingford, CT 06492  
Ph; 203-239-1002, Fax; 203-234-2478

12. Purchaser acknowledges that there are hazards associated with the storage, distribution and use of Products, cylinders and Equipment furnished under this Agreement and that Purchaser and its personnel are fully aware of all such hazards. Purchaser hereby assumes all responsibility for warning its personnel and any third parties on the premises of all hazards and property in any way associated with such Product or the storage, distribution or use.

13. Both Seller and Purchaser are "covered entities" under the HIPAA Privacy Rule, and both parties agree to comply with all requirements of covered entities as set forth in the HIPAA Privacy Rule. Neither party is a "business associates" of the other as that term is defined under the HIPAA Privacy Rule.

14. Seller will carry professional liability insurance with limits of \$1,000,000 per claim or occurrence, \$3,000,000 in aggregate, insuring Seller, its employees and agents for the services delivered by them hereunder.

15. Seller shall clean and test all equipment prior to delivery to Purchaser to assure the equipment is in sound working condition.

16. Equipment rented to Purchaser by Seller shall be maintained at the Purchaser's premises by the Seller per manufacturer recommended routine maintenance guidelines or exchanged for maintained equipment on a routine basis.

17. This Agreement represents the entire Agreement between Seller and Purchaser in relation to the sale of Products. All amendments to this Agreement shall be in writing. This Agreement shall inure to the benefit of Seller and Purchaser and their respective successors and assigns in the event the Purchaser shall undertake the sale of substantially all of its assets, or in the event Purchaser shall engage in any management change, merger, reorganization or consolidation wherein Purchaser is not the surviving entity, then the purchaser shall provide as part of any of the foregoing transactions, that the buyer or surviving entity, as the case may be, shall assume this Agreement and each and every of the obligation herein.

## **SCHEDULE of PRODUCT, EQUIPMENT & SERVICE:**

### Equipment Price List

BiPAP -	Rental \$100.00/month
2 <sup>nd</sup> calendar month & each month following daily rate \$10.00/day to cap @ \$100.00	
BiPAP Auto, ST -	Rental \$150.00/month
2 <sup>nd</sup> calendar month & each month following daily rate \$10.00 /day to cap @ \$150.00	
CPAP	Rental \$50.00/month
2 <sup>nd</sup> calendar month & each month following daily rate \$5.00/ day to cap @ \$ 50.00	
CPAP Auto -	Rental \$75.00/month
2 <sup>nd</sup> calendar month & each month following daily rate \$5.00/ day to cap @ \$75.00	
Heated Humidifier –	Rental \$0.00/month
Concentrator /5 lpm -	Rental \$25.00/month
Concentrator /10 lpm -	Rental \$60.00 month
Nebulizers –	Rental \$7.00/month
Suction Machine –	Rental \$29.00/month
Pulse Oximeter (Spot check with no alarms) -	Rental \$75.00/month
Pulse Oximeter – (bedside with alarms)	Rental \$175.00/month
50psi Compressor / multiple models -	Rental \$59.00/month
Airvo Unit -	Rental \$200.00/month

Technical Gas Products, Inc. d/b/a O2Safe Solutions 101 N. Plains Industrial Rd., B1 Suite 1, Wallingford, CT 06492  
Ph; 203-239-1002, Fax; 203-234-2478

Airvo Stand -	Rental \$25.00/month
Chest Vest -	Rental \$15.00/day

Oxygen Program

E Tank Rental -	\$ 3.00/month
E Tank Refill -	\$ 4.50/month
O2Go E Tank Rental -	\$ 3.00/month
O2Go E Tank Refill -	\$ 4.50/month
H Tank Rental -	\$ 5.00/month
H Tank Refill -	\$ 7.75/month
Liquid Oxygen -	\$ 0.53/per lb
Liquid Base Reserve -	\$ 30.00/month
Liquid Portable Unit -	\$ 30.00/month
Delivery Charge - (M-F Business Hours)	\$ 30.00/month
Fuel Surcharge	\$ 6.50/delivery

Respiratory Therapy Services

Respiratory Therapist Services (M-F Business Hours) \$85.00/hour

Other

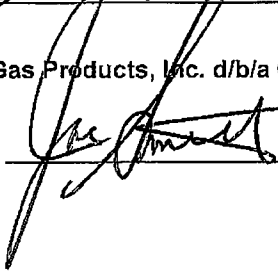
Seller will provide 2 backup 5LPM Concentrators at no charge.

This Agreement will supersede any prior Agreements between the parties.

**Sterling Care Hillhaven (Purchaser)**

By:  Name: Jeff Kagan Title: President Date: 8/1/23

**Technical Gas Products, Inc. d/b/a O2Safe Solutions (Seller)**

Approved by:  Name: Jeff Smith Title: CEO Date: 7/24/23

Technical Gas Products, Inc. d/b/a O2Safe Solutions 101 N. Plains Industrial Rd., B1 Suite 1, Wallingford, CT 06492  
 Ph; 203-239-1002, Fax; 203-234-2478

## JOINDER TO PHARMACEUTICAL SERVICES CONTRACT

THIS JOINDER (this “Joinder”) is made as of September 1, 2023 (the “Joinder Effective Date”) by and between PharmScript of MD, LLC (the “Pharmacy”), Sterling Care Management LLC (the “Facility”), and Sterling Care Hillhaven (the “LTC Entity”). Reference is made to the Pharmaceutical Services Contract, dated June 30, 2021 (the, “Agreement”), and any subsequent amendments, by and between the Pharmacy and the Facility, relating to the Facility’s engagement of Pharmacy to provide pharmaceutical services. Capitalized terms not otherwise defined have the meanings set forth in the Agreement.

WHEREAS, on the Joinder Effective Date, the LTC Entity acknowledges that it meets the definition of a LTC Entity as set forth in the Agreement; and

WHEREAS, the Pharmacy and the Facility wish to enter into this Joinder Agreement in order to add a LTC Entity to the Agreement and LTC Entity agrees to do so in accordance with the terms of this Joinder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties of this Joinder hereby agree as follows:

1. Agreement to be Bound. LTC Entity hereby (i) acknowledges that it has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, it will become a party to the Agreement and will be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement, including all of the duties, payments, and liabilities associated with becoming a party to the Agreement and will be deemed a LTC Entity for all purposes thereof and entitled to all the rights incidental thereto. Notwithstanding Section 4.1 of the Agreement, the Initial Term shall commence on the date that Pharmacy begins to provide pharmaceutical services to such LTC Entity.

2. References. Each reference to the Agreement (as it existed prior to the Joinder) and in every other agreement, contract or instrument to which the parties are bound, shall hereafter be construed as a reference to the Agreement as amended by this Joinder. Except as provided in this Joinder, the provisions of the Agreement shall remain in full force and effect. No amendment or modification to this Joinder shall be valid unless made in writing and executed by all parties to this Joinder.

3. Amendments. The undersigned further acknowledges that the Agreement may from time to time be amended by the Pharmacy and the Facility, and agrees that it shall be bound by any such amendment in the same manner and to the same extent as if it had signed such amendment.

4. Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Joinder will be governed by, and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law principles that would require the application of any other law.

5. Descriptive Headings. The descriptive headings of this Joinder are inserted for convenience only and do not constitute a part of this Joinder.

6. Counterparts. This Joinder may be executed in counterparts each of which, taken together, will constitute one and the same original. Delivery of an executed counterpart of a signature page to this Joinder by telecopier or in PDF format shall be effective as delivery of a manually executed signature page hereto.

[Remainder of Page Intentionally Blank)

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


**PHARMACY:**

**PHARMScript OF MD LLC**

By: Michael Segal  
Name: Michael Segal  
Title: CEO

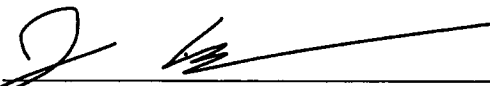
**CHAIN:**

**STERLING CARE MANAGEMENT LLC**

By:   
Name: Jeff Kagan  
Title: President

**LTC ENTITY:**

**STERLING CARE HILLHAVEN (SNF & AL)**

By:   
Name: Jeff Kagan  
Title: President

## RESIDENTIAL HOSPICE SERVICES AGREEMENT

This RESIDENTIAL HOSPICE SERVICES AGREEMENT (this "Agreement") is entered into and effective as of September 21, 2023 ("Effective Date"), by and between TRINITY HOME HEALTH SERVICES d/b/a TRINITY HEALTH AT HOME ("THAH"), which operates a hospice commonly known as Holy Cross Homecare and Hospice ("Hospice") and Sterling Care Hillhaven located at 3210 Powder Mill Road Hyattsville, MD 20783, a long-term care facility ("Facility").

### WITNESSETH:

**WHEREAS**, Facility is a licensed skilled nursing facility, experienced in the operation of a nursing facility and in the provision of long-term care services to its residents and has among its residents, terminally ill individuals;

**WHEREAS**, Hospice is a licensed hospice care provider certified by the federal government to provide comprehensive hospice services to eligible persons as delineated under applicable law, experienced in the operation of a hospice agency and the provision of hospice services to terminally ill individuals; and

**WHEREAS**, Hospice desires to provide hospice services to residents of Facility and Facility desires to provide nursing facility services to patients of Hospice.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

#### **I. Definitions**

1.1 "Attending Physician" means a doctor of medicine or osteopathy who is duly licensed and legally authorized to practice medicine and surgery by the State in which he/she performs that function or action, or a nurse practitioner who meets the training, education, and experience requirements as may be prescribed by the Secretary of Health and Human Services, and who is identified by the Hospice Patient (or such Hospice Patient's legal representative) at the time he or she elects to receive hospice care, as having the most significant role in the determination and delivery of the Hospice Patient's medical care.

1.2 "Comprehensive Assessment" is a written, Hospice Patient-specific document that identifies the Hospice Patient's need for hospice care and services, and the Hospice Patient's need for physical, psychological, emotional, and spiritual care. The Comprehensive Assessment includes all areas of hospice care related to the palliation and management of the Hospice Patient's terminal illness and related conditions. The Comprehensive Assessment is reviewed and updated as frequently as the Hospice Patient's condition requires, but no less frequently than every fifteen (15) days. The Comprehensive Assessment includes data elements that allow for measurement of outcomes, and takes into consideration the following factors:

- A. the nature and condition causing admission (including the presence or lack of objective data and subjective complaints);
- B. complications and risk factors that affect care planning;

- C. functional status, including the Hospice Patient's ability to understand and participate in his or her own care;
- D. imminence of death;
- E. severity of symptoms;
- F. drug profile, which includes a review of all of the Hospice Patient's prescription and over-the-counter drugs, herbal remedies and other alternative treatments that could affect drug therapy, including but not limited to, identification of the following: (i) effectiveness of drug therapy; (ii) drug side effects; (iii) actual or potential drug interactions; (iv) duplicate drug therapy; and (v) drug therapy currently associated with laboratory monitoring;
- G. an initial bereavement assessment of the needs of the Hospice Patient's family and other individuals focusing on the social, spiritual, and cultural factors that may impact their ability to cope with the Hospice Patient's death; and
- H. the need for referrals and further evaluation by appropriate health professionals.

1.3 **"Confidential Information"** means any and all information in any form, which is considered by Trinity Health, THAH or Hospice to be confidential and proprietary to Trinity Health, THAH or Hospice and used or encountered by Facility or Facility Personnel including, but not limited to, information: (i) related to residents or employees; (ii) protected by rights embodied in copyrights, patents, trade secrets, and any other intellectual property rights of a party; (iii) about Hospice, THAH or Trinity Health that is not known to the general public, including any information regarding the business, personnel and operations of Hospice, THAH or Trinity Health obtained during the course of Facility's or Facility Personnel's work or association with Hospice, THAH or Trinity Health; (iv) non-public information that belongs or relates to third parties to whom Hospice, THAH or Trinity Health has an obligation of confidentiality, including other vendors and business associates; and (v) conveyed under this Agreement that is identified in writing as confidential at the time of its conveyance or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

1.4 **"Continuous Care"** means the nursing care, home health aides and/or homemaker services that the Hospice may determine are necessary to provide the Hospice Patient within the event that the Hospice Patient experiences a crisis, as defined by federal hospice regulations. Continuous Care services may be provided for up to twenty-four (24) hours per day during periods of crisis as necessary to care for the Hospice Patient in an uninterrupted fashion until the Hospice Patient's condition dictates a return to Routine Home Care or a change to General Inpatient Care. A minimum of eight (8) hours of continuous services must be furnished to qualify as Continuous Care.

1.5 **"Facility Room and Board Services"** means those personal care services provided by Facility as specified in the Hospice Plan of Care and Facility Plan of Care for a Hospice Patient which may include, but not be limited to: (i) providing food, including individualized requests and dietary supplements; (ii) assisting in 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 the Hospice Patient's room; (vi) supervising and assisting in the use of any durable medical equipment and therapies included in the Hospice Plan of Care; (vii) providing laundry and



personal care supplies; (viii) providing monitoring of general health conditions; (ix) contacting family/legal representative for purposes unrelated to the terminal illness; (x) arranging for the provision of medications not related to the management of the terminal illness; and (xi) providing the usual and customary room furnishings provided to Facility residents including, but not limited to, beds, linens, over the bed tables and dressers. In the case of Medicaid Eligible Hospice Patients, Facility Room and Board Services shall include all services outlined in the Medicaid covered service rules, as may be amended from time to time.

1.6 **“Eligible Residents”** means individuals (i) who are eligible for Medicare Part A hospice coverage, Medicaid hospice coverage, or who otherwise elect to pay privately or through commercial insurance for hospice care; (ii) who make a hospice benefit election as provided for in Section 1812(d) of the Social Security Act or comparable Medicaid election, or, if private pay, request services of Hospice and such persons meet the criteria for admission to Hospice; and (iii) who are certified as being terminally ill in accordance with federal hospice regulations.

1.7 **“Emergency”** is a medical condition, not related to the terminal illness, that manifests itself by signs and symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in serious jeopardy to the individual's health, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

1.8 **“Facility Personnel”** means Facility's employees, agents and subcontractors or other persons or entities which provide any items or services on behalf of, or at the direction of Facility under this Agreement.

1.9 **“Facility Plan of Care”** means a written care plan established, reviewed and modified, as necessary, by Facility staff, including the Attending Physician, and with the participation of the Hospice Patient and the Hospice Patient's family or care giver to the extent practicable. This Facility Plan of Care shall be coordinated with the Hospice Plan of Care and reviewed with Hospice staff on a regular basis as provided herein.

1.10 **“General Inpatient Care”** means care that a Hospice Patient receives in an inpatient facility such as a hospital or skilled nursing facility for pain control or acute or chronic symptom management which cannot be managed in other settings.

1.11 **“Hospice Medical Director”** 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, and acts as a consultant to the Hospice Patient's Attending Physician when necessary and/or requested.

1.12 **“Hospice Patient”** means an individual who resides in the Facility and who elects, directly or through such individual's legal representative, to receive Hospice Services, and is accepted by Hospice to receive Hospice Services in accordance with an individualized Hospice Plan of Care.

1.13 **“Hospice Personnel”** means Hospice's employees, agents and subcontractors or other persons or entities which provide any items or services on behalf of, or at the direction of Hospice under this Agreement.

1.14 **“Hospice Plan of Care”** means a written care plan established, maintained, reviewed and modified, as necessary, at regular intervals, by the IDG. The Hospice Plan of Care must reflect

the Hospice Patient and family goals and interventions based on the problems identified in the Hospice Patient assessments. The Hospice Plan of Care should reflect the participation of the Hospice, Facility, and the Hospice Patient and such Hospice Patient's family, to the extent possible, which includes: (i) identification of the Hospice Services that are needed, including interventions to manage pain and symptoms; (ii) identification of which provider is responsible for performing the respective functions that have been agreed upon and included in the Hospice Plan of Care; (iii) a detailed statement of the scope and frequency of services necessary to meet the Hospice Patient's and Hospice Patient's family's needs; (iv) measurable outcomes anticipated from implementing and coordinating the Hospice Plan of Care; (v) drugs and treatment necessary to meet the needs of the Hospice Patient; (vi) medical supplies and appliances necessary to meet the needs of the Hospice Patient; and (vii) the IDG's documentation of the Hospice Patient's or representative's level of understanding, involvement, and agreement with the Hospice Plan of Care.

1.15 **"Hospice Services"** means those services and items provided to a Hospice Patient that are reasonable and necessary for the palliation and management of such Hospice Patient's terminal illness and related conditions and within the definition of Medicare-covered hospice services, as specified in the Hospice Plan of Care for such Hospice Patient. Hospice Services include, but are not limited to, the following: (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; (vi) home health aide/homemaker services; (vii) medical supplies; (viii) drugs and biologicals; (ix) durable medical equipment; (x) medical direction and management of the Hospice Patient; (xi) and all other hospice services that are necessary for the care of the Hospice Patient's terminal illness and related conditions.

1.16 **"Interdisciplinary Group"** or **"IDG"** means a group of qualified individuals, consisting at a minimum of a duly licensed doctor of medicine or osteopathy, a registered nurse, a social worker and a pastor or other counselor, and such other personnel as Hospice may deem necessary, who provide or supervise the care and services offered by Hospice.

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

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

1.19 **"Other Facility Services"** means all items and services provided by Facility, which are not related to the treatment of the Hospice Patient's terminal illness.

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

1.21 **"Purchased Hospice Services"** means those Hospice Services specified in Section 7.2 and Exhibit A that Hospice has contracted with Facility to provide. Such services include the drugs and pharmaceuticals, durable medical equipment, supplies, therapies and ancillary services which are related to the Hospice Patient's terminal illness.

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1.22 “Residential Hospice Care Day” means a day on which a Hospice Patient receives Facility Room and Board Services pursuant to this Agreement including the day of admission, but excluding any days which a Hospice Patient spends receiving General Inpatient Care or Respite Care.

1.23 “Respite Care” means daily nursing care furnished to a Hospice Patient in an inpatient facility in order to provide a short period of relief to family members or other persons caring for the Hospice Patient at home. Respite Care may only be provided on an occasional basis and not for more than five (5) consecutive days at a time.

1.24 “Routine Home Care” means Hospice Services provided to a Hospice Patient who is at his or her residence and not receiving, Continuous Care, General Inpatient Care or Respite Care.

1.25 “Terminally Ill” means that the individual has a medical prognosis that his or her life expectancy is six (6) months or less if the illness runs its normal course.

## **II. Services to be Provided by Hospice**

### **2.1 Admission to Hospice Program**

A. **Admission.** Hospice shall admit Eligible Residents, who request the provision of Hospice Services, as Hospice Patients based on the Hospice admission criteria. Hospice shall perform an initial assessment of such Eligible Resident and shall notify Facility in writing, whether such resident is eligible for admission as a Hospice Patient. Hospice shall maintain adequate records of all such authorizations of admission.

B. **Initial and Comprehensive Assessment.** Hospice shall conduct and document in writing a Hospice Patient-specific Comprehensive Assessment that identifies the Hospice Patient's need for hospice care and services, and the Hospice Patient's need for physical, psychological, emotional, and spiritual care. The Hospice shall complete an initial assessment within forty-eight (48) hours after Hospice Patient's election for hospice care is complete. The IDG, in consultation with the Hospice Patient's Attending Physician (if any), shall complete the Comprehensive Assessment no later than five (5) calendar days after the Hospice Patient's election of hospice care. The IDG shall review and update the Hospice Patient's Comprehensive Assessment to include information on the Hospice Patient's progress toward desired outcomes and a reassessment of the Hospice Patient's response to care, as frequently as the condition of the Hospice Patient requires, but no less frequently than every fifteen (15) days. Notification of changes will be provided to Facility staff and/or Hospice Patient's Attending Physician.

C. **Assessing Continued Eligibility.** Hospice shall have sole authority for assessing a Hospice Patient's continued eligibility for Hospice Services and for discharging a Hospice Patient from Hospice.

D. **Patient Rights.** Hospice shall provide each Hospice Patient or his or her representative with verbal and written notice of the Hospice Patient's rights and responsibilities in a language and manner that the Hospice Patient or representative understands, and shall obtain the Hospice Patient's signature confirming receipt of such notice. Hospice shall establish procedures governing the Hospice's duty to immediately investigate all alleged violations of Hospice Patient's rights and responsibilities involving

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anyone furnishing services on behalf of the Hospice, and to immediately take action to prevent further potential violations while the alleged violation is being verified.

**2.2 Hospice Plan of Care.** In consultation with the Facility, the Hospice Patient or his or her representative, and the Hospice Patient's Attending Physician, Hospice shall develop and maintain a written Hospice Plan of Care. The Hospice Plan of Care will identify which provider is responsible for performing the respective functions that have been agreed upon and included in the Hospice Plan of Care. Hospice shall provide all Hospice Services to the Hospice Patient in accordance with the Hospice Plan of Care. Hospice shall review and update the Hospice Plan of Care at least every fifteen (15) calendar days, or sooner when there are changes in the Hospice Patient's condition. Hospice will discuss with the Hospice Patient or his or her representative, Facility and Facility's nursing staff, and the Hospice Patient's Attending Physician any modifications to the Hospice Plan of Care for such Hospice Patient, provided that any changes to the Hospice Plan of Care must be approved by the Hospice prior to implementation.

**2.3 Professional Management.** Hospice shall assume professional management responsibility for the Hospice Services provided to each Hospice Patient and his or her family. Hospice shall communicate such management instructions to the Facility staff based upon the Hospice Plan of Care. Hospice shall respond to any communication by Facility staff concerning changes or indications in the condition of a Hospice Patient and the Hospice Plan of Care. Hospice assumes responsibility for determining the appropriate course of hospice care, including the determination to change the level of services provided. Hospice shall make arrangements for, and remain responsible for, any necessary Continuous Care, Respite Care or General Inpatient Care related to a Hospice Patient's terminal illness and related conditions. All Hospice Services provided on Facility premises shall be limited to those set forth herein or otherwise contemplated by the federal hospice regulations.

**2.4 Routine Home Care Services.** Hospice shall ensure that Routine Home Care services provided to Hospice Patients will be provided on the same level and to the same extent as those services would be provided if the Hospice Patient were in his or her own home. Routine Home Care services will include not only nursing assessment and intervention for pain and symptom control, but may also include as needed such services as social work, counseling, aide/homemaker, chaplaincy, volunteer, physical, speech and/or occupational therapy and other services not provided by Facility, nor included in the Facility's basic room and board charge, but which are necessary for the Hospice Patient's terminal illness. A Hospice nurse will visit on an as needed basis, according to each Hospice Patient's needs, required level of care and the Hospice Plan of Care.

**2.5 Drugs and Pharmaceuticals.** Hospice agrees to provide all drugs and pharmaceuticals related to the management of the terminal illness and which are specified in the Hospice Plan of Care for a Hospice Patient in accordance with federal hospice regulations.

**2.6 Medical Equipment and Medical Supplies.** If a Hospice Patient's Hospice Plan of Care specifies the need for medical equipment and medical supplies related to the Hospice Patient's terminal illness, which are not ordinarily provided by the Facility to its residents and not included in the basic room and board charge, then Hospice shall provide such medical equipment and medical supplies in accordance with federal hospice regulations.

**2.7 Continuous Care and General Inpatient Care.** Hospice Patients are entitled to Continuous Care and General Inpatient Care for conditions related to the terminal illness. In cases in which the needs and conditions of a Hospice Patient so indicate, Hospice, in consultation with

the Attending Physician and Facility, may change the level of care from Routine Home Care to Continuous Care or General Inpatient Care.

A. **Continuous Care.** If a Hospice Patient experiences a crisis, as defined by federal hospice regulations, Hospice may determine it is necessary to provide Continuous Care in Facility for up to twenty-four (24) hours a day during the crisis to care for the Hospice Patient in an uninterrupted fashion until the Hospice Patient's condition dictates a return to Routine Home Care or a change to General Inpatient Care.

B. **General Inpatient Care.** If a Hospice Patient experiences chronic or acute symptoms which, in the judgment of the Hospice Patient's Attending Physician or the Hospice Medical Director, cannot be effectively managed through Routine Home Care or Continuous Care, Hospice may determine it is necessary to provide short-term General Inpatient Care for such Hospice Patient. This General Inpatient Care can be provided in an inpatient facility such as a hospital or free-standing hospice, or at Facility only if Facility is Medicare-certified and a registered nurse is on duty and available to provide direct care twenty-four (24) hours a day. General Inpatient Care shall be furnished in accordance with federal hospice regulations.

2.8 **Hospice Physician Services.** Hospice's Medical Director and Hospice physicians will provide visits to the Hospice Patient as necessary and in accordance with federal and state laws and the Hospice Plan of Care. Such visits will relate solely to the Hospice Patient's terminal illness and are understood to not duplicate or replace the services of the Hospice Patient's Attending Physician.

2.9 **Transportation and Ambulance.** If a Hospice Patient requires transportation or ambulance transport from Facility to a Hospice inpatient facility or elsewhere in accordance with the Hospice Plan of Care, Facility will provide or arrange for such transportation or ambulance transport in a timely manner. The parties agree that Hospice is only responsible to pay for those ambulance transports which are deemed medically necessary and are related to the terminal diagnosis.

2.10 **Counseling Services and Bereavement Care.** Hospice agrees to provide counseling as needed to family members to assist them in adjusting to the Hospice Patient's terminal condition and address the emotional stress often associated with terminal illness in the family. Hospice agrees to provide bereavement services to family members for up to 12 months after the death of a Hospice Patient. Hospice also agrees to provide dietary, spiritual and any other type of counseling needed by the Hospice Patient and the Hospice Patient's family while the Hospice Patient is enrolled with Hospice and in accordance with the Hospice Plan of Care.

2.11 **Supervision.** When Hospice provides services under arrangement with other providers, including services purchased from Facility in accordance with Section 7.2 of this Agreement, Hospice will coordinate, supervise and evaluate such services and will retain professional management of the services, ensuring that they are furnished in a safe and effective manner by qualified persons and in accordance with the Hospice Patient's Plan of Care. Hospice shall also be responsible for the professional management of the Hospice Plan of Care and assuring continuity between all involved agencies and disciplines. To the extent required by Applicable Laws, Hospice Services shall be available twenty-four hours per day, seven days per week, 365 days per year. Hospice's IDG shall communicate with Facility's medical director, Hospice Patient's Attending Physician and other physicians participating in the care of Hospice Patient as needed to coordinate Hospice Services with the medical care provided by other physicians. Hospice shall provide

Facility with current information concerning the identities and contact information of the persons involved in the hospice care of each Hospice Patient, and persons serving as the Hospice registered nurse and social work case managers and shall update such information as needed. Hospice shall make available to Facility information concerning Hospice's facility-related policies and patient care protocols. Hospice shall provide for and ensure the ongoing sharing of such information.

**2.12 Providing 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 Plan of Care, assessments, treatment planning and care coordination. At a minimum, Hospice shall provide the following information to Facility for each Hospice Patient:

- A. The most recent Hospice Plan of Care;
- B. The Hospice election form and any advanced directives;
- C. Physician certifications and recertifications of terminal illness;
- D. Names and contact information for Hospice personnel involved in providing Hospice Services;
- E. Instructions on how to access Hospice's 24 hour on-call system;
- F. Medication information; and
- G. Hospice physician and Attending Physician, if any, orders.

**2.13 Physician Orders.** All physician orders communicated by Hospice in accordance with this Agreement shall be in writing and signed by the applicable Attending Physician or Hospice Medical Director; provided, however, that in the case of urgent or emergency circumstances, such orders may be communicated orally by any such persons. Hospice shall maintain adequate records of all physician orders communicated in connection with the Hospice Plan of Care.

**2.14 Hospice Reporting of Alleged Violations.** Hospice shall report to Facility administrator all alleged violations involving: mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of patient property by anyone unrelated to the Hospice, within twenty-four (24) hours of the Hospice becoming aware of the alleged violation.

**2.15 Orientation and Education.** Hospice agrees to provide orientation and ongoing in-service training to Facility personnel as necessary to facilitate the provision of safe and effective care to Hospice Patients. Such orientation shall include the Hospice philosophy of care, including Hospice policies and procedures regarding methods of comfort, pain control, symptom management, as well as principles about death and dying, individual responses to death, infection control, patient rights, appropriate forms, and record keeping requirements. All Hospice personnel, while on-site at Facility, shall abide by the rules, policies and procedures of Facility and Hospice agrees to provide information to Hospice employees, contractors, agents and volunteers concerning Facility's policies and procedures as provided by Facility. Hospice shall assess the skills and competence of all individuals furnishing care to Hospice Patients, and shall maintain (a) written policies and procedures describing its method(s) of assessment of competency, and (b) a written description of the in-service training provided during the previous twelve (12) months.

2.16 **Advanced Directives.** Hospice and Facility shall comply with the Federal Patient Self Determination Act. Hospice shall encourage each Hospice Patient to utilize advance directives or otherwise provide for the Hospice Patient's incompetency in accordance with applicable state and federal law. Hospice shall inform and distribute written information to each Hospice Patient concerning its policies on advance directives, including a description of applicable State law. Hospice shall supply a copy of the Hospice Patient's advanced directive, if any, to Facility at the time of admission or shall notify Facility if the Hospice Patient has no advanced directive.

2.17 **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.

2.18 **Infection Control Program.** Hospice shall maintain and document an infection control program that prevents and controls the transmission of infections and communicable diseases, as required by federal and state law. Hospice shall provide infection control education to Facility personnel.

### **III. Services to be Provided by Facility**

3.1 **Admission to Facility.** Facility shall admit individuals to the Facility based on the Facility's admission criteria, bed availability and in accordance with Facility's policies and procedures.

3.2 **Provision of Facility Services.** Facility shall furnish Facility Room and Board Services twenty-four (24) hours a day, seven (7) days a week, 365 days a year to each Hospice Patient in accordance with the Hospice Patient's Plan of Care. It is Facility's responsibility to provide Facility Room and Board 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 Room and Board Services at the same level of care provided to each Hospice Patient before hospice care was elected. While Facility nursing personnel may, where permitted by State law and as specified by Facility, assist in administering prescribed therapies to Hospice Patients under the Hospice Plan of Care, such assistance may only be provided within their scope of practice and to the extent that Hospice would routinely use the services of a Hospice Patient's family in implementing the Hospice Plan of Care.

#### **3.3 Facility Requirements**

A. **Hospice Access to Facility.** Facility shall permit Hospice employees, contractors, agents and volunteers free and complete access to the Facility twenty-four (24) hours per day, as necessary, to permit Hospice to counsel, treat, attend and provide services to each Hospice Patient.

B. **Personnel and Training.** Upon Hospice's reasonable request, Facility shall cause Facility Personnel who provide Facility services to Hospice Patients under this Agreement to: (i) attend in-service training provided by Hospice in the care of Hospice Patients; and (ii) to attend meetings of the IDG as indicated.

C. **Records.** Facility shall ensure that Hospice patient's inpatient clinical record includes a record of all inpatient services furnished and events regarding care that occurred at Facility; that a copy of the discharge summary be provided to Hospice at the time of

discharge; and that a copy of the inpatient clinical record is available to Hospice at the time of discharge.

D. **Crisis situation and emergencies.** Facility and its personnel are responsible for the management of crisis situations (e.g., natural disasters, facility evacuation, fire) and temporary emergencies (e.g. power disruptions) and communicating effectively with Hospice regarding same. Facility shall provide Hospice with a copy of its procedures pertaining to crisis situations and emergencies and shall provide Hospice personnel in-service training regarding same.

3.4 **Policies and Procedures.** In providing services to Hospice Patients, Facility shall abide by Hospice's policies and procedures, palliative care protocols and the Hospice Plan of Care.

3.5 **Patient Transfer.** Because Hospice is responsible for the professional management of the Hospice Patient's terminal illness, Facility agrees not to transfer any Hospice Patient to another care setting without the prior approval of Hospice, except in Emergencies. 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.

3.6 **Notification of Change in Condition.** Facility shall immediately notify Hospice of the following information concerning each Hospice Patient: (i) a significant change in physical, mental, social or emotional status; (ii) clinical complications that suggest a need to alter the Hospice Plan of Care; (iii) a need to transfer Hospice Patient to another facility (and Hospice makes arrangements for, and remains responsible for, any necessary continuous care or inpatient care necessary related to the terminal illness and related conditions); or (iv) the death of a Hospice Patient.

3.7 **Visiting Privileges.** Facility shall permit reasonable access and visiting privileges, including visits by relatives or guardians and clergy, if requested by the Hospice Patient or his or her family on a twenty-four (24) hour per day basis, unless the Attending Physician orders otherwise in writing. Such visiting privileges shall be subject to applicable Facility policies and procedures regarding infection control.

#### **IV. Coordination of Care**

4.1 **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 communication in its respective clinical records to ensure that the needs of Hospice Patients are met twenty-four (24) hours per day.

4.2 **Coordination of Care.** Patient care management and decisions concerning a Hospice Patient's Hospice Plan of Care are the responsibility of the IDG. Hospice shall designate a member of the IDG to provide overall coordination of the Hospice Care of the Hospice Patient with Facility representatives and communicate with appropriate Facility staff, Facility Medical Director, the Attending Physician, and other physicians participating in the provision of care for the terminal illness and related conditions and other conditions as needed to coordinate the hospice care of the Hospice Patient with the medical care provided by other physicians to ensure quality of care for the Hospice Patient and his or her family. Facility agrees to abide by, and provide services in compliance with, the Hospice Plan of Care for each patient and the protocol established by Hospice for care of the Hospice Patients as provided by Hospice to Facility. Should a situation occur in which the Attending Physician's orders are either not included in, or in conflict with, the Hospice



Plan of Care, the Hospice Medical Director will discuss such situation with the Attending Physician. If such inconsistencies cannot be resolved, the IDG will determine whether continued hospice care is appropriate for the Hospice Patient in question.

4.3 **Quality Assessment and Performance Improvement Activities.** Hospice shall be responsible for ensuring the overall quality and appropriateness of care provided to Hospice Patients pursuant to this Agreement. Hospice and Facility agree to cooperate in assessing performance improvement and reviewing quality management activities and the appropriateness of Hospice care in Facility.

V. **Records**

5.1 **Compilation of Records**

A. **Preparation and Maintenance.** Each party shall prepare and maintain medical records for each Hospice Patient receiving services pursuant to this Agreement. Such medical record shall include, but not be limited to, relevant evaluations, treatment, progress notes, clinical notes, physician orders, communication and coordination of activities with the other party, and other charting describing a record of all services and events. All entries into the medical record must be legible, clear, complete, dated, and signed by the person providing the service. Hospice must be able to authenticate each handwritten and electronic signature of a primary author who has reviewed and approved the entry into the medical record. Hospice shall be required to prepare and maintain a clinical record for each Hospice Patient in accordance with federal hospice regulations.

B. **Retention.** Facility and Hospice shall each retain such records for six (6) years from the date of discharge of each Hospice Patient or such longer time period as required by applicable federal and state laws and regulations.

5.2 **Access.** Subject to applicable federal and state laws and regulations, Facility and Hospice shall each permit the other party to review and make photocopies of records maintained by Facility or Hospice relating to the provision of services under this Agreement. Each party shall bear the costs of photocopying the other party's records.

5.3 **Destruction of Records.** Facility and Hospice shall take reasonable precautions to safeguard records against loss, destruction and unauthorized disclosure.

VI. **Licensure and Qualifications**

6.1 **Organization and Authority.** Each party represents, warrants and covenants to the other that it is duly organized, validly existing and in good standing under the laws of its state of organization and has all requisite power and authority to conduct its business as presently conducted. This Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms.

6.2 **Personnel.** All Facility and Hospice personnel providing services to Hospice Patients pursuant to this Agreement shall have and maintain on a current basis all appropriate licenses, certifications, and other permissions necessary to lawfully provide their services, shall act only within the scope of such licensure, certification or permission, shall comply with Facility's general personnel policies and health standards, and shall successfully pass any criminal background check required by federal or state law and/or regulation. Each party 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 it or its personnel and is not under any formal or informal investigation or preliminary inquiry by such department or agency for disciplinary action.

## **VII. Financial Responsibility**

### **7.1 Hospice Patient Room and Board Services**

**A. Medicaid Eligible Hospice Patients.** Hospice agrees to pay Facility for Room and Board Services furnished to a Medicaid Eligible Hospice Patient in the amount equal to 100% of the Medicaid rate plus (where applicable) the QAS for each Residential Hospice Care Day, less such Medicaid Eligible Hospice Patient's personal financial responsibility, if any. Facility will accept such amount as payment in full for Facility Room and Board Services provided to such Medicaid Eligible Hospice Patient. Facility shall collect and retain the Medicaid Eligible Hospice Patient's required personal contribution amount, if any. Facility and Hospice shall work together to ensure appropriate Medicaid billing.

**B. Medicare Eligible Hospice Patients.** For Facility Room and Board Services furnished to a Medicare Eligible Hospice Patient, Facility will bill the Medicare Eligible Hospice Patient at the current rate permitted by Medicare, and Facility will accept such amount as payment in full for such Facility Room and Board Services.

**C. Private Pay Hospice Patients.** For Facility Room and Board Services furnished to a Private Pay Hospice Patient, Facility will bill the Private Pay Hospice Patient (or the Private Pay Hospice Patient's third-party payor) at the Facility's private pay rate. Facility will accept such amount as payment in full for such Facility Room and Board Services.

**7.2 Purchase of Services by Hospice from Facility.** Hospice may purchase from Facility certain services and supplies related to the treatment of the Hospice Patient's terminal illness, which Facility may agree to furnish in accordance with the Hospice Plan of Care for a Hospice Patient pursuant to the terms set forth in Exhibit A (if applicable), attached hereto and incorporated herein. All such services shall be limited to those that are (i) related to the Hospice Patient's terminal illness and palliative in nature; (ii) furnished pursuant to this Agreement; and (iii) not normally provided as part of the Facility Room and Board Services. Such services may include, but are not limited to, physical, occupational and speech therapy, ostomy therapy, pharmaceutical, personal care, medical supplies, and/or medical equipment. Hospice shall provide Facility with a list of individuals authorized to purchase and/or order items and services from Facility on behalf of Hospice. In the event Hospice elects to purchase such services and supplies from Facility, Hospice shall pay Facility a fair market value price, as mutually agreed to in writing by both parties, for such Purchased Hospice Services as set forth in Exhibit A. With express prior authorization of Hospice, such supplies, equipment and services may be purchased by Hospice directly from Facility or from the Facility's suppliers or contractors, provided that the pricing of such supplies, equipment and services is at then current fair-market value as mutually agreed to in writing by both parties. Facility shall provide Hospice with proof of state licensure or certification from licensed vendors supplying Purchased Hospice Services upon Hospice's request.

**7.3 Other Services.** Facility shall bill the Hospice Patient (or the Hospice Patient's third-party payor) for: (i) Other Facility Services; (ii) non-covered items and services, including ancillaries not related to the Hospice Patient's terminal illness and not designated in the Hospice Plan of Care; and (iii) care provided by Facility upon the advance written request of a Hospice Patient which is not

reasonable or necessary for palliation or management of the terminal illness and not rendered in accordance with the applicable Hospice Plan of Care. Hospice shall bear no responsibility, obligation or other liability to reimburse Facility for the cost of these services.

**7.4 Day of Discharge.** Facility may bill Hospice for the day of discharge to the extent permissible by Applicable Laws and under Medicare and/or Medicaid. The day of discharge is defined as the last day a Hospice Patient is in the Facility including the day of death.

**7.5 Invoices and Payment.** Facility shall submit to Hospice appropriate bills, which shall include information usually provided to third-party payors, and any other information required by law or applicable payor requirements, to verify the services and charges provided. Facility and Hospice may also agree to have Facility's vendors or contractors bill Hospice directly for purchased supplies, equipment and services. Hospice shall pay Facility or the applicable vendor/contractor within forty-five (45) days after receipt of a completed bill containing all required information. Facility shall invoice Hospice monthly by Hospice Patient when Hospice is responsible for payment. Any invoice received more than 10 months after the provision of the Services contained in the invoice will not be paid by Hospice. All payments by Hospice shall be considered final, unless adjustments are requested in writing within sixty (60) days after receipt of payment from Hospice.

## **VIII. Term and Termination**

**8.1 Term.** The term of this Agreement shall commence on the Effective Date and shall remain in effect for a term expiring on September 20, 20<sup>24</sup>, ("Expiration Date") ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions for additional one-year terms ("Renewal Terms") for a total term not to exceed five years, unless THAH or Hospice provides Facility with written notice of its intent to terminate at least thirty (30) days prior to the expiration of the then current term. The Initial Term and any and all Renewal Periods shall be referred to herein as the "Term."

### **8.2 Termination.**

**A. Termination by Either Party.** This Agreement may be terminated with or without cause for any reason at any time by either party on thirty (30) days written notice to the other party prior to the effective date of termination.

**B. Mutual Termination.** Either party may terminate this Agreement immediately upon written notice to the other party if such other party becomes excluded, debarred or otherwise ineligible to participate in any governmental program.

**C. Termination for Material Breach.** For a material breach of this Agreement for which a shorter correction period is not specified, this Agreement may be terminated by either party upon fourteen (14) days prior written notice to the other party; provided, however, that if the material breach is cured within such fourteen (14) day period to the non-breaching party's reasonable satisfaction, the termination notice shall be of no force and effect. Notwithstanding the foregoing, in the event of multiple material breaches of the same nature, this Agreement may be terminated by either party upon seven (7) days prior written notice to the other party.

**8.3 Post Termination Obligations/Effect of Termination.** In the event of termination, Facility will cooperate with Hospice in the orderly completion and/or transfer of applicable services

and return of all Hospice data. Upon and following the expiration of this Agreement or its termination for any reason, Facility shall not interfere with any efforts by Hospice or THAH to engage any other individual or entity for the provision of services. Upon termination of this Agreement, neither party shall have any further obligation hereunder, except for obligations accruing prior to the date of termination.

**IX. Compliance with Laws and Regulations**

**9.1 Compliance With Laws.** Each party shall comply with all applicable federal and state laws, rules and regulations, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety ("Applicable Laws"). Each party has obtained or will obtain all permits, licenses and other authorizations that may be necessary for it to commence and continue its performance of services under this Agreement.

**9.2 Disclosure of Discounts and/or Free Services.** Each party shall disclose on the invoice or otherwise in writing in such forms as reasonably requested by the other party, all discounts, price reductions, rebates and incentives paid and/or granted, that are required to be reported by the parties (collectively, the "Discount"). Each party acknowledges and agrees that the dollar value of the Discount under this Agreement may be a "discount and other reduction in price" under Section 1128B(b)(3)(A) of the Social Security Act. Each party shall cooperate with the other party in communicating the need to disclose the Discount under any governmental program, which provides cost or charge-based reimbursement.

**9.3 Exclusion from Governmental Programs.** Each party warrants that it, including its Personnel, is not excluded from participating in or ineligible to participate in the Medicare or Medicaid program or any other governmental program. Each party is responsible for regularly screening its Personnel against the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities. Each party shall immediately notify the other party in the event that it or its Personnel becomes debarred or suspended from any governmental program during the Term of this Agreement.

**9.4 Tax Exempt Status.** Facility acknowledges that Hospice is a tax-exempt entity and the services purchased by Hospice are generally not subject to tax. Facility acknowledges that Hospice will make a copy of its Certificate of Exemption available to Facility upon request. Facility and Facility Personnel may not use Hospice's facility or property for any unauthorized purpose and will not act in any way that might jeopardize Hospice's tax-exempt status.

**9.5 Deficit Reduction Act.** Each party acknowledges that it is a recipient of Medicaid funds and subject to the Deficit Reduction Act. Each party conducts an ethics and compliance training program for Facility Personnel that includes detailed information regarding compliance with all Applicable Laws and their ethical obligations. The parties shall cooperate with one another to detect and prevent waste, fraud and abuse.

**9.6 Medicare Records Access Requirements.** If this Agreement is determined to be a contract or subcontract within the meaning of the Medicare statutes and regulations, each party shall allow, until the expiration of four (4) years after the furnishing of the services, the Secretary of the Department of Health and Human Services and the Comptroller General or any of their duly authorized representatives, access to the contract, and any books, documents and records necessary to certify the nature and extent of costs incurred under this Agreement. Each party will notify the other of such request within ten (10) business days, and will promptly provide copies of all

documents provided to the requestor. If a party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain a clause to permit access by the Secretary or Comptroller General and their representatives to the related organization's books and records.

9.7 **Forced Labor.** Each party represents that neither it, nor any of its subcontractors, will utilize slave, prisoner or any other form of forced or involuntary labor in the provision of services under this Agreement.

9.8 **Nondiscrimination.** Each party agrees, that in the performance of its duties and obligations under this Agreement, it will not discriminate against any person or entity because of race, color, religion, sex, national origin, weight, height or any other characteristic protected from discrimination as set forth in Applicable Laws and regulations.

9.9 **Provider Diversity.** Hospice is committed to provider diversity. Facility agrees to provide Hospice with information about Facility's efforts to create/maintain a diverse workforce and to contract with subcontractors, providers and agents that meet the requirements for certification as minority businesses. Facility agrees to share with Hospice copies of awards, certifications and other information about Facility's commitment to diversity.

9.10 **Use of Hospice Name.** Neither party may use any name, logo or other identifier of the other party in any advertising, promotion, publicity, user lists or customer lists, or websites or for any other public purpose without prior written approval from an authorized representative of the other party.

9.11 **Legal Opinion.** If a party obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal or improper or resulting in fines, penalties or exclusion from the Medicare or Medicaid program, loss of tax-exempt status or its ability to obtain tax-exempt financing, such party may provide written notice of its intent to terminate this Agreement, including a copy of such opinion. Within ten (10) days of such notice, the parties shall meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within twenty (20) days of their meeting, this Agreement shall automatically terminate.

## **X. Confidentiality and Covenants**

10.1 **Confidentiality.** Each party acknowledges and agrees that: (i) it may access, use, disclose or duplicate Confidential Information only in accordance with the provisions of this Agreement; (ii) will maintain all Confidential Information in confidence and restrict access to those employees or agents whose duties reasonably require access to such Confidential Information; and (iii) it will take all commercially reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information, including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a commercially reasonable degree of care. Obligations of confidentiality survive termination or expiration of this Agreement for any reason.

A. **Exceptions to Confidential Information.** Confidential Information excludes any portion of such information that a party can establish by clear and convincing evidence to have: (i) been publicly known without breach of this Agreement; (ii) been received in good

faith from a third-party source that rightfully disclosed such information; or (iii) been developed independently without reference to the Confidential Information.

**B. Limited Uses of Confidential Information.** Hospice shall have the right to use Hospice's Confidential Information for its internal analysis and to disclose such information to third party consultants who assist in the performance of such analyses pursuant to a confidentiality agreement. Hospice may disclose terms and compensation information and provide copies of this Agreement to its affiliates.

**C. Data Use.** Facility shall not use, distribute, sell, market or commercialize data (whether or not deemed Confidential Information) made available by Hospice or related to purchases by Hospice hereunder, create derivative products or applications based on such data, or otherwise use such data in any manner not expressly permitted in this Agreement.

**D. Agreement Confidentiality.** Except for internal business purposes, the existence of this Agreement and its terms are confidential. Facility may not make any public statement, including a press release, customer list or advertisement, describing Hospice's relationship with Facility or Hospice's endorsement of Facility without the prior written consent of Hospice.

**10.2 Security.** Each party must establish and maintain commercially reasonable security practices, including administrative, physical and technical safeguards, designed to ensure the following: (a) security and confidentiality of Confidential Information; (b) protection against anticipated threats or hazards to the security or integrity of Confidential Information; and (c) protection against the unauthorized access or use of Confidential Information. Facility will immediately notify Hospice of any security breach involving its Confidential Information, including any actual or suspected theft, accidental disclosure, or loss of any Confidential Information and/or any unauthorized intrusions into the facilities or secure systems which contain Confidential Information. Such notice shall include a detailed description of the security breach, including the nature of the Confidential Information disclosed and the corrective action Facility has taken to prevent further security breaches.

**10.3 Intellectual Property.** With respect to any work authored, created or developed in the performance of services pursuant to this Agreement, Facility agrees that it is a work for hire and that Hospice owns all rights to, and interests in, the work, which includes, but is not limited to, copyrightable works of original authorship, ideas, inventions (whether patentable or not), "know how," processes, compilations of information, trademarks and other intellectual property ("Intellectual Property"). To the extent that, by operation of law, Facility and/or Facility Personnel own any Intellectual Property, Facility and Facility Personnel shall take all measures necessary to protect Hospice's rights in, or assign to Hospice the rights, title and interest in, such Intellectual Property.

**10.4 Employee Inducement.** During the Term of this Agreement and for one year thereafter, neither party will directly or indirectly, whether as an individual, advisor, employee, agent, or otherwise take any action to induce any employee to cease his or her employment with the other party, provided however that a response to a general advertisement shall not constitute a violation of this section.

**XI. Insurance and Indemnification**

**11.1 Indemnification by Hospice.** Hospice shall indemnify and hold harmless Facility, its members, affiliates, employees, agents, directors, and officers, against any and all liability arising out of Hospice's or Hospice Personnel's failure to comply with the terms or conditions of this Agreement or for injury, loss, claims or damages arising directly or indirectly from Hospice's or Hospice Personnel's acts, omissions, negligence or willful misconduct, in performing under or in any way connected with this Agreement.

**11.2 Indemnification by Facility.** Facility shall indemnify and hold harmless Hospice, THAH and their members, affiliates, employees, agents, directors, and officers, against any and all liability arising out of Facility's failure to comply with the terms or conditions of this Agreement or for injury, loss, claims or damages arising from Facility's negligence or willful misconduct, in performing under or in any way connected with this Agreement.

**11.3 Both Parties Have Responsibility.** If both parties have an obligation to the other under the foregoing provisions, tort comparative fault principles shall be applied to allocate payment between the parties. Each party shall notify the other party within ten (10) days of receipt of any lawsuits, claims or notices of intent to file a lawsuit based in any manner on services.

**11.4 Insurance.** Each party shall maintain in force, at its sole cost and expense, the insurance coverage described below:

A. General liability insurance, covering bodily and personal injury, property damage, and contractual liability, in a minimum amount of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the annual aggregate;

B. Automobile liability insurance covering use of all owned, non-owned and hired automobiles in a minimum amount of One Million Dollars (\$1,000,000) per claim;

C. Worker's compensation insurance in amounts required in accordance with Applicable Laws within the State Services are being performed; and

D. Professional liability (E&O) insurance in a minimum amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate.

**11.5 Proof of Insurance.** Each party shall, upon request, furnish to the other the certificates of insurance required under this Agreement, updated annually to maintain compliance with the terms of this Agreement. Said certificates shall note that the issuer shall provide thirty (30) days prior written notice in the event of policy cancellation or amendment. Each party shall maintain such coverage in full force and effect during the term of this Agreement and, if not occurrence form coverage, for a period of five (5) years thereafter.

**XII. Miscellaneous**

**12.1 Independent Contractors.** At all times hereunder, the parties shall be independent contractors and shall not be deemed to be agents or employees of the other party. This Agreement is not intended to establish a partnership, joint venture, employer-employee or joint employer relationship. Each party is responsible for all salaries, payroll taxes and other taxes, benefits, fees, and other charges or insurance required by any federal, state and local law, statute or regulation

(including, but not limited to, unemployment taxes, Social Security contributions, workers' compensation premiums and all similar taxes, payments, and any penalties and fines relating thereto), attributable to each of its Personnel. Neither party nor its personnel shall have any power or authority to bind the other party to contractual or other obligations.

12.2 **Access to Audit.** Each party shall permit the other party (or its agents) access to conduct periodic audits of its records relating to compliance with the terms of this Agreement, including without limitation, use of data, invoices, volume reports and discounts. The audits shall be conducted upon reasonable advance notice during regular business hours and in such a manner as not to unduly interfere with operations.

12.3 **Notices.** Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, at the addresses below or upon actual receipt by the other party. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

**Hospice:**

Holy Cross Homecare and Hospice  
10720 Columbia Pike Suite 300  
Silver Spring, MD 20901

ATTN: Executive Director

**With Copy to:**

Trinity Health at Home  
20555 Victor Parkway  
Livonia, Michigan 48152  
Attention: CEO

**With Copy to:**

Trinity Health  
20555 Victor Parkway  
Livonia, Michigan 48152  
Attention: Legal Department

**Facility: (Print Facility Name & Address)**

Sterling Care Hillhaven  
3210 Powder Mill Road Hyattsville, MD 20783

*Delphi*

ATTN: Administrator

**With Copy to:**

ATTN:



**12.4 Corporate Compliance.** Hospice maintains and enforces a Corporate Compliance Program, which includes detailed provisions for detecting and preventing fraud, waste, and abuse. Hospice may provide Facility with such information on its compliance program (including then applicable policies and procedures) that it believes apply to its business relationship with Facility, which at a minimum includes the Standards of Conduct and Provider Code of Conduct, available at <https://www.trinity-health.org/assets/documents/codeofconduct.pdf>. When and where applicable, Facility agrees to comply with said policies and procedures or other documents provided by Hospice and further agrees that material breach of said policies and procedures or other applicable program materials constitutes a material default of this Agreement.

**12.5 Ethical and Religious Directives.** Facility and Facility Personnel shall provide services in a manner consistent with The Ethical and Religious Directives for Catholic Health Care Services, as approved by the United States Conference of Catholic Bishops.

**12.6 Charity Care and Non-discrimination.** Facility and Facility Personnel shall provide services in accordance with Hospice's charity care policies. Facility and Facility Personnel shall not discriminate on the basis of a resident's ability to pay or source of payment. In performing the services, Facility and Facility Personnel agree not to discriminate because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age or financial status, or otherwise as prohibited by Applicable Laws.

**12.7 Notification of Incidents.** Both Hospice and Facility agree to notify each other immediately after becoming aware of any incidents/events or allegations of abuse or neglect, other occurrences, asserted or unasserted claims, or resident-related causes of action involving a party's performance under this Agreement.

**12.8 Dispute Resolution.** Facility and Hospice will attempt to settle any claim or controversy arising from this Agreement through negotiation in good faith. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Unless either party has issued a notice of termination, the parties will continue to fulfill their obligations under this Agreement while working towards resolution of any dispute.

**12.9 Governing Law and Venue.** The laws of the State where the services are to be performed govern this Agreement, without regard to its conflict of laws provisions. Venue shall be proper only in the jurisdiction where the Services were performed or delivered.

**12.10 Entire Agreement and Amendment.** This Agreement, including all exhibits referenced herein, constitutes the entire agreement between the parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof and may not be amended except by an agreement signed by an authorized representative of each of the parties.

**12.11 Subcontractors and Assignment.** Facility is not permitted to subcontract, in whole or in part, performance of any obligation under this Agreement or to assign this Agreement to any third party without the prior written consent of Hospice. Facility shall require that all approved subcontractors comply with the terms of this Agreement, including confidentiality requirements. Facility remains responsible for the performance of its subcontractors and the acts or omissions of Facility's subcontractors shall be deemed to be the acts or omissions of Facility.

12.12 **Survivability.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, warranty and choice of law.

12.13 **Waiver.** Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver. A waiver by either of the parties of any provision shall not waive any other provision or be construed as a waiver of any subsequent breach hereof.

12.14 **Reformation.** The provisions of this Agreement will be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be changed to the extent reasonably necessary to make the provision, as so changed, enforceable.

12.15 **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.

12.16 **Enforceability.** This Agreement is intended for the benefit of the parties and Hospice only. There are no other intended third-party beneficiaries.

12.17 **Authority to Sign.** The agent of the parties signing this Agreement or other document has the authority to sign and bind the parties.

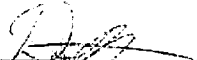
12.18 **Headings.** The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.

12.19 **Presumption.** There is no presumption for or against either party as a result of such party being the principal drafter of this Agreement.

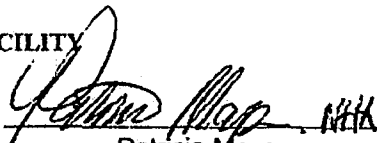
12.20 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement, effective as of the Effective Date.

**HOSPICE**

By:   
Printed Name: Donald Mathews  
Title: VP Hospice Operations  
Dated: 10/19/2023

**FACILITY**

By:   
Printed Name: Patricia Mays  
Title: Executive Director  
Dated: 10/13/23

---

**EXHIBIT A**

**PURCHASED HOSPICE SERVICES**

Respite care will be reimbursed at 50% of Medicare Rates

Inpatient care will be reimbursed at 50% of Medicare Rates, inclusive of supplies/pharmacy.



# **PDI Health MD LLC Service Delivery Agreement**

*PDI is engaged in the business of providing medical testing services, including Portable Diagnostic Radiology Services onsite in nursing homes, hospitals, and other institutions. The Facility desires to have PDI provide these services to the Facility's patients. PDI wishes to provide such services.*

**Prepared for:**

Sterling Care  
Sterling Care Hillhaven

**Created by:**

**Mark Tauber, CEO**

Innovation feels better™

Corporate Headquarters:  
12 Spencer Street, Brooklyn, NY 11205

Phone: 800-749-9729 Fax: 888-511-9318

Orders@pdihealth.com  
www.pdihealth.com

# Service Delivery Agreement

This Agreement is entered into this 1st of August 2023 by and between – Sterling Care Hillhaven (Facility) and PDI Health MD LLC (PDI)

In light of the foregoing and in consideration of the mutual covenants promises and agreements herein contained, the parties agree as follows:

## Services

In light of the foregoing and in consideration of the mutual covenants promises and agreements herein contained, the parties agree as follows:

PDI Health MD LLC shall provide portable x-ray, cardiac, and ultrasound services to residents or patients (the "Patients") of the Facility, only on the order of a state licensed, PECOS enrolled, healthcare provider. All orders must include the exams to be performed, the number of views to be taken, the medical necessity of the exam, and if x-ray, why it was ordered to be done portably. As the legal custodian of the patient's medical records Facility will obtain and store within each patient's chart the signature of the practitioner who ordered that exam. Facility agrees to provide Preventive Diagnostics with all required information and documentation for proper billing and/or related audits in a timely manner. All x-rays will be interpreted by a state licensed and qualified Radiologist (the "Radiologist"). The Radiologist will dictate a report for each examination. Preventive Diagnostics will promptly transcribe the full written report and electronically send and/or fax a copy to the Facility. Preventive Diagnostics will perform ultrasounds and cardiac services and upon request have an interpretive written report issued.

- a. PDI will provide all testing equipment, including transport of such equipment to and from the Facility, set up and dismantling, and all other needs necessary to administer the services to Facility resident's onsite in the Facility.
- b. Facility will furnish at no charge to PDI appropriate space on the Facility's premises at which PDI will perform said medical testing to the Facility's residents. The Facility must also provide the use of its utilities at no expense to Preventive Diagnostics

## Payment

For all patients designated as Medicare Part A or whose stay is covered by an “all inclusive arrangement” between Facility and Insurance Carrier, PDI will invoice Facility for all imaging services provided. PDI will invoice Facility monthly according to the agreed upon fee schedule as outlined in “Exhibit A”. Facility agrees to abide by its obligations to accurately report amounts charged by PDI in cost reports filed by Facility and other disclosures made by Facility to third party regulatory authorities.

PDI will provide the Facility with an activity listing of all patients on a weekly or bi-weekly basis. The Facility will complete the listing by identifying the proper payer classification of each patient.

PDI will bill insurance carrier, including Medicare Part B, for all services as appropriate unless otherwise indicated below.

Additionally, Facility will be invoiced monthly according to the agreed upon fee schedule as outlined on Exhibit A for the following non-covered services:

- Managed care, VA and/or private insurance carriers that have an “all-inclusive arrangement” with the Facility this includes, but is not limited to, primary Medicaid patients without other coverage when service is not covered or recognized by the State Medicaid plan.
- Non-authorized services, as Facility is responsible for obtaining and providing to PDI all preauthorizations required by third party carriers prior to PDI 's performance of an exam.
- Not medically necessary per the payer.
- Exceeds the quantity limits allowed by the payer.
- Ordered by a non-PECOS (Provider Enrollment Chain & Ownership System) enrolled physician, or ordered outside the scope of their practice.

The Facility will provide PDI with a listing of patients by the fifth (5th) of each month by fax or email to PDI's billing department. PDI will provide Facility with an invoice for services performed on said patients by the tenth (10th) of each month.

Facility agrees to use it best efforts to provide PDI with accurate and timely billing information so that PDI can process patient charges to Facility or appropriate insurance carrier. Facility shall be responsible for obtaining all pre-authorizations required by third party carriers prior to PDI's performance of an exam. Failure to obtain and provide pre-authorizations will subject Facility to responsibility of all charges associated with the applicable exam.

Facility agrees to pay each PDI invoice in full within 60 days of invoice date. Facility agrees that any Facility requested changes to an invoice (i.e. change in patient insurance status) must be submitted to PDI within 60 days of service.

PDI and Facility will comply with all applicable laws including, but not limiting to, all Medicare and Medicaid statues, rules, regulations, and manuals, and with all applicable agreements and policies of third party payers (i.e. insurance carriers), in connection with Facility's billing for services provided by PDI.

## Terms & Conditions

The term of this Agreement shall commence on the date first written above and shall continue in full force for one (1) year unless sooner terminated as provided herein. Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated as set forth below.

- a. If either party with or without cause notifies the other party in writing at least thirty (30) days prior to the intended effective date of termination.
- b. This Agreement will automatically terminate upon the loss by the Facility or PDI of any required Federal, State or local licensure.
- c. Facility may terminate this agreement at any time, for any or no reason upon 30 days written notice.

## Insurance

PDI will obtain and maintain Professional and General Liability insurance coverage for officers, employees and equipment with limits of \$1,000,000/\$3,000,000 and will provide Facility with an Accord Certificate of Insurance upon execution of this Agreement, naming Facility as Certificate Holder. With respect to the general liability insurance, PDI shall name facility as additional insured on a primary and noncontributory basis with a waiver of subrogation

## Indemnification

- a. PDI will defend, indemnify and hold harmless Facility, its officers, employees, agents, affiliates and representatives from and against any and all damage, expense (including the cost of reasonable attorneys' fees and professional fees), causes of action, suits, claims, penalties, judgments and/or liabilities incurred by reasons of any breach of this Agreement by PDI, its officers, employees, agents, affiliates or representatives or any acts or omissions directly or indirectly caused by, arising out of, or attributable to any claim of gross negligence or intentional harm with respect work or acts performed or failed to be performed pursuant to this Agreement.
- b. Facility will defend, indemnify and hold harmless PDI, its officers, employees, agents, affiliates and representatives from and against any and all damage, expense (including the cost of reasonable attorneys' fees and professional fees), causes of action, suits, claims, penalties, judgments and/or liabilities incurred by reasons of any breach of this Agreement by Facility, its officers, employees, agents, affiliates or representatives or any acts or omissions directly or indirectly caused by, arising out of, or attributable to any claim of gross negligence or intentional harm with respect to any work or acts performed or failed to be performed pursuant to this Agreement.



## **Compliance With Laws**

PDI and the Facility shall comply with all applicable provisions of law relating to registration, licensing, and regulation of PDI or the Facility in connection with the services. Notwithstanding any other provision of this agreement, the Facility remains responsible for ensuring that any services provided to residents pursuant hereto comply with all pertinent provisions of Federal, State and local statutes, rules and regulations. PDI will cooperate fully with the Facility in this regard. PDI will comply with all pertinent provisions of Federal, State and local statutes, rules and regulations.

## **Confidentiality**

The parties hereto agree that the terms of this agreement constitute valuable proprietary information relating to the services provided by PDI which shall be treated as confidential information and shall not be disclosed at any time, whether before, during or after the term of the Agreement, to any third party, except to the extent disclosure is required pursuant to court order, statute or regulation or by any State Agency having jurisdiction over the Facility or PDI.

## **Record-Keeping**

To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated there under (42 C.F.R. Section 402.300-.304), as amended from time to time and any successors thereto are applicable to any services rendered pursuant to this Agreement, the Facility and PDI shall each, until four (4) years after the date of the services provided, comply with requests for access by the Comptroller General of the United States, the Secretary of Health and Human services and their duly appointed representatives, in accordance with Section 952 of the Act, to this Agreement as well as to the books, documents and records of the Facility and PDI respectively, which are necessary to verify the cost of such services.

## **Miscellaneous**

This Agreement may not be assigned, in whole or in part, by either party. This Agreement is executed, delivered and intended to be performed in the State where services are provided and shall be governed by, interpreted and construed in accordance with the laws of the State where services are provided. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors, assigns, subject to the prohibition on assignment in this section. This Agreement shall be interpreted with its plain meaning and not for or against any party hereto. All captions and herein are for organizational purposes only and not intended to limit the meaning of anything herein or to have independent legal meaning.

Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare, any other payor, or federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation, or any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, limits, restricts or in any way substantially changes the method or amount of reimbursement for services rendered under this Agreement, or which otherwise significantly affects either party's rights or obligations hereunder, either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to compensate for such prohibition, limitation, restriction or change.

If any paragraph, portion, section, subparagraph, sub-portion or subsection of this Agreement shall be determined to be unenforceable, illegal or invalid for any reason and in any respect, it shall not affect the remainder of this Agreement, which shall be and remain binding and effective as against all parties hereto.

A waiver by any party to this Agreement for a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any other provision of this Agreement. This Agreement contains the entire agreement between the parties hereto to its subject matter, and this Agreement supersedes all prior negotiations, understandings and agreements whether oral or written between the parties hereto with respect to its subject matter. This Agreement may not be amended, terminated (except as provided in Section 6 hereof) or modified orally by any course or conduct or usage of trade, and may only be amended by the mutual written agreement of the parties hereto. Any references to this Agreement shall be deemed to include all renewals hereof.

PDI and any subcontractor of PDI shall cooperate with the Facility in the event that any third-party payer, including the Medicare or Medicaid program, conducts and audit or otherwise requests documentation regarding services/supplies provided by PDI or its' subcontractors.

PDI and its subcontractors will notify the Facility of imposition of any remedies or sanctions, including termination or changes in status of the Medicare and or Medicaid program participation imposed by the OIG or State Medicaid agency and of the initiation of any audit of investigation of PDI or its subcontractors by any such agency.

The Facility agrees it shall not employ, either directly or indirectly, at any time during the term of this agreement or during the six-month period after termination of this Agreement, any technical staff who provides the services as employees of PDI pursuant to this agreement.

Pursuant to Federal and State Law, the parties hereto agree there shall be no discrimination against anyone because of race, color, creed, age, national origin, marital status, sexual preference, sex, sponsor, blindness, disability or handicap.

## Notices

All notices provided for or contemplated by this agreement shall be in writing and shall be deemed giving when sent via email address as follows:

If to Facility: Sterling Care Hillhaven  
3210 Powder Mill Road, Adelphi, MD 20783-1029  
Attn: Sterling Care

If to PDI: PDI Health MD LLC  
12 Spencer St Brooklyn, NY 11205  
Attn: Mark Tauber mark@pdihealth.com

IN WITNESS WHEREOF, the parties have executed the Agreement by their acts of their authorized officers on the date set forth below.

PDI

Sterling Care Hillhaven

*Mark Tauber*

*Jeff Kagen*

07 / 12 / 2023

07 / 12 / 2023

Mark Tauber

Sterling Care

# Exhibit A

## PAYMENT / FLAT RATE

### All Inclusive Part A Patients X-Ray & EKG Services

PDI Health MD LLC will invoice Facility X-ray and EKG services provided to all patients designated as Part A and whose stay is covered by an “all-inclusive arrangement with the insurer”. PDI will invoice Facility monthly a flat rate of the following:

\$65 per X-ray

\$65per EKG

### All Inclusive Part A Patients Ultrasound Services


PDI Health MD LLC will invoice Facility ultrasound services provided to all patients designated as Part A and whose stay is covered by an “all-inclusive arrangement with the insurer”. PDI will invoice Facility monthly according to the applicable current State, and locality specific Fee Schedule, 100% of the current Medicare fee schedule, which is subject to change from time to time, and is available upon request.

### Payment Terms

The Payment Term for this agreement is 60 days.

# Signature Certificate

Reference number: QRNPT-5HSKN-MPOUS-RFKEB

Signer	Timestamp	Signature
<b>Mark Tauber</b> Email: mark@pdihealth.com		
Sent:	12 Jul 2023 15:48:44 UTC	
Viewed:	12 Jul 2023 20:37:50 UTC	
Signed:	12 Jul 2023 20:39:03 UTC	
<b>Recipient Verification:</b> ✓ Email verified	12 Jul 2023 20:37:50 UTC	IP address: 70.18.212.130 Location: Brooklyn, United States

<b>Jeff Kagen</b> Email: jkagan@sterlingsr.com		
Sent:	12 Jul 2023 15:48:44 UTC	
Viewed:	12 Jul 2023 22:15:01 UTC	
Signed:	12 Jul 2023 22:15:23 UTC	
<b>Recipient Verification:</b> ✓ Email verified	12 Jul 2023 22:15:01 UTC	IP address: 73.133.134.194 Location: Silver Spring, United States

Document completed by all parties on:  
12 Jul 2023 22:15:23 UTC

Page 1 of 1



Signed with PandaDoc



PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



administrators. This Agreement may not be assigned by either Party without consent of the other Party. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. EACH PARTY HEREBY WAIVES TRIAL BY JURY AND AGREES AND CONSENTS THAT ANY LEGAL ACTION OR PROCEEDINGS WITH RESPECT TO THIS AGREEMENT SHALL ONLY BE BROUGHT IN THE COURTS OF THE STATE OF NEW JERSEY IN OCEAN COUNTY. This Agreement may be executed by electronic transmission signature, including, without limitation, by facsimile or portable document format (".pdf"), each of which shall constitute an original. The provisions of this Section 21 shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

*[Signature Page Follows]*

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

		
<b>REHAB ADVISORS BY ENHANCE</b>		<b>STERLING CARE HILHAVEN</b>
<b>BY:</b> <i>shaya Ungar</i>		<b>BY:</b> <i>[Signature]</i>
<b>NAME:</b> shaya Ungar		<b>NAME:</b> <i>JEFF Kayan</i>
<b>DATE:</b> 07/21/2023		<b>DATE:</b> <i>7/20/23</i>



REHAB ADVISORS BY ENHANCE  
 By: Shaya Ungar  
 Name: shaya Ungar  
 Title: VP of BD  
 Date: 07/21/2023



STERLING CARE HILLHAVEN

[FACILITY]

By: [Signature]  
 Name: Jeff Kayman  
 Title: President  
 DATE: 7/20/23

IN WITNESS WHEREOF, the Parties have executed this BA Agreement as of the date set forth above.

**Rehab.**  
**Advisors**  
BY ENHANCE THERAPIES

**REHAB ADVISORS BY ENHANCE**

("Rehab Advisors") shaya Ungar  
By: \_\_\_\_\_

Name: shaya Ungar

Title: VP of BD

07 / 21 / 2023



("Facility")

**STERLING CARE HILLHAVEN**

By: Jeff Kayan

Name: Jeff Kayan

Title: 7/20/23





400 NJ-70  
Lakewood, NJ 08701  
www.enhancetherapies.com

**Claims Memorandum of Agreement for Management Clients**

Claims by Enhance Therapies, a New Jersey limited liability company with a principal business address at 400 NJ-70, Lakewood, New Jersey 08701, and [Sterling Care Heaven], with a principal business address at 3210 Powder Mill Rd, Adelphi, MD 20783., have entered into a Claims Services Agreement.

Claims by Enhance Therapies agrees to provide Claims Services with respect to the claim described below in exchange for the compensation set forth below.

Rehab Provider: \_\_\_\_\_ Facility Name: \_\_\_\_\_ Patient Name: \_\_\_\_\_  
Payer: \_\_\_\_\_

Claim Dates of Service: From: \_\_\_\_\_ Thru: \_\_\_\_\_ # of Months claim is on review: \_\_\_\_\*

Claims Notice Received: \_\_\_\_\_\*\* Due date: \_\_\_\_\_\*\*

Pricing	PPS: Med A/ Mgd A			PDPM: Med A/Mgd A			Med B		
	List	15% disc	x	List	15% disc	x	List	15% disc	x
Initial Claim Submission: (ADR or Appeal) - first month	\$1,500	\$1,275		\$1,750	\$1,487.50		\$750	\$637.50	
Appeal: previously handled by Enhance - first month	\$750	\$637.50		\$750	\$637.50		\$500	\$425	
Each Additional Month* # of additional months: _____	\$450	\$382.50		\$450	\$382.50		\$350	\$297.50	
ALJ	\$1,250	\$1,062.50		\$1,250	\$1,062.50		\$750	\$637.50	
Initial Total									
Expedited Fee**	10%	10%		10%	10%		10%	10%	
Final Price									

\*\*Any claims notice received with less than a 10-business day deadline for submission, is subject to a 10% expedited rate.

**No Representation/Warranty.** The Claims Services are provided without representation or warranty. No guaranty or assurance of results is provided, and Claims by Enhance Therapies provides no indemnification and assumes no liability or obligation with respect to any Claims Services. Facility is responsible for providing requested documents to Tender Touch in a timely manner or risks submission of incomplete records.

**Signed Agreement is due prior to the initiation of the Claims Service.**

Fees can be sent by check, ACH, wire, certified funds, or credit card. There will be a 3% fee for credit card transactions  
CC info: Name: \_\_\_\_\_ #: \_\_\_\_\_ Exp date: \_\_\_\_\_ CCV: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of the date written below.

Claims by Enhance Therapies  
Name: Shaya Ungar  
Title: Director of Client Services  
Sign: Shaya Ungar  
Date: \_\_\_\_\_



Facility Sterling Care Hillhaven  
Name: Jeff Keyon  
Title: President  
Sign: JK  
Date: 7/20/23

07 / 21 / 2023

administrators. This Agreement may not be assigned by either Party without consent of the other Party. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. EACH PARTY HEREBY WAIVES TRIAL BY JURY AND AGREES AND CONSENTS THAT ANY LEGAL ACTION OR PROCEEDINGS WITH RESPECT TO THIS AGREEMENT SHALL ONLY BE BROUGHT IN THE COURTS OF THE STATE OF NEW JERSEY IN OCEAN COUNTY. This Agreement may be executed by electronic transmission signature, including, without limitation, by facsimile or portable document format (".pdf"), each of which shall constitute an original. The provisions of this **Section 21** shall survive the termination and/or expiration of this Agreement and shall apply to any renewal or extension.

*[Signature Page Follows]*

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<b>REHAB ADVISORS BY ENHANCE</b>		<b>STERLING CARE HILHAVEN</b>
<b>BY:</b> <i>shaya Ungar</i>		<b>BY:</b> <i>[Signature]</i>
<b>NAME:</b> shaya Ungar		<b>NAME:</b> <i>JEFF Kagan</i>
<b>DATE:</b> 07 / 21 / 2023		<b>DATE:</b> <i>7/20/23</i>



REHAB ADVISORS BY ENHANCE  
 By: Shaya Ungar  
 Name: shaya Ungar  
 Title: VP of BD  
 Date: 07/21/2023



STERLING CARE HILLHAVEN  
 [FACILITY]  
 By: [Signature]  
 Name: Jeff Keyman  
 Title: President  
 DATE: 7/20/23

IN WITNESS WHEREOF, the Parties have executed this BA Agreement as of the date set forth above.

**Rehab.  
Advisors**  
BY ENHANCE THERAPIES

**REHAB ADVISORS BY ENHANCE**

("Rehab Advisors") *shaya Ungar*  
By: \_\_\_\_\_

Name: shaya Ungar

Title: VP of BD

07 / 21 / 2023



("Facility")

**STERLING CARE HILLHAVEN**

By: *Jeff Kayan*

Name: Jeff Kayan

Title: 7/20/23



400 NJ-70  
Lakewood, NJ 08701  
www.enhancetherapies.com

**Claims Memorandum of Agreement for Management Clients**

Claims by Enhance Therapies, a New Jersey limited liability company with a principal business address at 400 NJ-70, Lakewood, New Jersey 08701, and [Sterling Care Heaven], with a principal business address at 3210 Powder Mill Rd, Adelphi, MD 20783., have entered into a Claims Services Agreement.

Claims by Enhance Therapies agrees to provide Claims Services with respect to the claim described below in exchange for the compensation set forth below.

Rehab Provider: \_\_\_\_\_ Facility Name: \_\_\_\_\_ Patient Name: \_\_\_\_\_  
Payer: \_\_\_\_\_

Claim Dates of Service: From: \_\_\_\_\_ Thru: \_\_\_\_\_ # of Months claim is on review: \_\_\_\_\*

Claims Notice Received: \_\_\_\_\_\*\* Due date: \_\_\_\_\_\*\*

Pricing	PPS: Med A/ Mgd A			PDPM: Med A/Mgd A			Med B		
	List	15% disc	x	List	15% disc	x	List	15% disc	x
Initial Claim Submission: (ADR or Appeal) - first month	\$1,500	\$1,275		\$1,750	\$1,487.50		\$750	\$637.50	
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Each Additional Month* # of additional months: _____	\$450	\$382.50		\$450	\$382.50		\$350	\$297.50	
ALJ	\$1,250	\$1,062.50		\$1,250	\$1,062.50		\$750	\$637.50	
Initial Total									
Expedited Fee**	10%	10%		10%	10%		10%	10%	
Final Price									

\*\*Any claims notice received with less than a 10-business day deadline for submission, is subject to a 10% expedited rate.

**No Representation/Warranty.** The Claims Services are provided without representation or warranty. No guaranty or assurance of results is provided, and Claims by Enhance Therapies provides no indemnification and assumes no liability or obligation with respect to any Claims Services. Facility is responsible for providing requested documents to Tender Touch in a timely manner or risks submission of incomplete records.

**Signed Agreement is due prior to the initiation of the Claims Service.**

Fees can be sent by check, ACH, wire, certified funds, or credit card. There will be a 3% fee for credit card transactions  
CC info: Name: \_\_\_\_\_ #: \_\_\_\_\_ Exp date: \_\_\_\_\_ CCV: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of the date written below.

Claims by Enhance Therapies  
Name: Shaya Ungar  
Title: Director of Client Services  
Sign: Shaya Ungar  
Date: \_\_\_\_\_

Facility Sterling Care Hillhaven  
Name: Jeff Koyan  
Title: President  
Sign: Jeff Koyan  
Date: 7/20/23

07 / 21 / 2023

## F.E.E.S. SERVICES AGREEMENT

This F.E.E.S. service agreement ("Agreement") is made as of 09/21/2023 between Carolina Speech Pathology, LLC ("Provider"), whose place of business is 130 Salem Towne Court, Apex North Carolina 27502 and Sterling Care Hillhaven("Customer"), whose place of business is 3210 Powder Mill Rd, Adelphi, MD 20783

### RECITALS

Customer owns and/or operates the nursing home(s) and/or contract facility (the "Facility" or "Facilities") and Customer desires to purchase dysphagia management services performed using Fiberoptic Endoscopic Evaluation of Swallowing Study(s) ("F.E.E.S.", whether singular or plural) from Provider (the "Services") for the residents (the "Residents") of the Facilities. Provider desires to furnish the Services to the Residents on the terms set forth herein.

### TERMS

Therefore, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Services to be Provided.** Consistent with Provider's capability, Provider agrees to perform the Services in accordance with a physician's written orders, for the benefit of the Residents.

2. **Responsibilities of Provider.**

2.1 Provider shall provide qualified licensed Speech Language Pathologists and clinically qualified Speech Pathology Swallowing Specialists to perform F.E.E.S. as defined by the American Speech Language Hearing Association.

2.2 Provider shall perform F.E.E.S. in accordance with (i) professional standards generally accepted in the healthcare industry, (ii) applicable laws, regulations and guidelines, and (iii) the policies and procedures communicated by Provider.

2.3 Provider agrees to maintain and, in accordance with applicable law, make available to Customer at all reasonable times (and if feasible, within 24 hours of the F.E.E.S.), all F.E.E.S. results and other records reasonably required by Customer or by any fiscal intermediary, governmental agency, or any other party to whom billings are rendered for Services hereunder.

2.4 Provider agrees that it will (i) not use or further disclose protected health information ("Protected Health Information") obtained or accessible by it as a result of its performance under this Agreement other than as necessary to perform this Agreement and as permitted by law, (ii) use appropriate safeguards to prevent the unauthorized use or disclosure of such Protected Health Information, (iii) report to Customer any impermissible use or disclosure of Protected Health Information of which it becomes aware, (iv) ensure that any of Provider's agents, including subcontractors, to whom it provides Protected Health Information, agree to restrictions similar to those contained in this provision, (v) make available Protected Health Information to the individual who has a right of access under State and/or Federal law or regulation, (vi) make available Protected Health Information for lawful and appropriate modification and incorporate such modifications in the Protected Health Information, (vii) make available the information legally required to provide an accounting of Protected Health Information disclosures, as necessary, (viii) make its internal practices, books and records relating to the use and disclosure of Protected Health Information created or received by Provider in connection with this Agreement, available to the Secretary of the Department of Health and Human Services as necessary to confirm Provider's compliance with Federal regulations, and (ix) at the termination of this Agreement, return to Customer or confirm to Customer the destruction of all Protected Health Information received from Customer in connection with this Agreement.

3. **Responsibilities of Customer.**

3.1 Customer agrees that, for one year from the Effective Date, it will refer to Provider, opportunities to perform the Services at the Facilities. It is the parties' intention that Provider will be the sole and exclusive provider of F.E.E.S. to the Residents during the term of this Agreement. Notwithstanding the foregoing, and in accordance with Federal, State and Medicare rules, Customer may use procedures on its Residents other than an Endoscopic Swallowing Study for the diagnosis and treatment of dysphagia or any offsite provider of Endoscopic Swallowing Studies.

3.2 Customer agrees to provide and maintain adequate space at the Facilities for Provider's performance of Services during the term of this Agreement.

3.3 At the request of Provider or a Therapist, Customer agrees to provide nurses and other Customer personnel to assist Residents receiving Services.

3.4 Provider and Customer shall follow guidelines for billing for Services as mandated by the Balanced Budget Act of 1997 (BBA), Public Law 105-33, Section 4432(b), which contains a Consolidated Billing requirement for Skilled Nursing Facilities. The Consolidated Billing requirement confers on the Skilled Nursing Facility the billing responsibility for the care that Residents receive during a covered Part A stay, as well as speech therapy services received during a non-covered stay. The Service (CPT 92612) is subject to Consolidated Billing, which prohibits Provider from submitting a bill directly to a Part B carrier; instead, Consolidating Billing mandates that Provider arrange payment for the Service directly with Customer, and Customer bills Medicare (<https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/SNFPPS/ConsolidatedBilling>).

3.5 Customer agrees to assume administrative responsibility for direct patient care rendered to Residents.

3.6 Customer agrees to incorporate the Services into the scope of services offered by Customer to Residents.

**4. Fees.**

4.1 Customer agrees to compensate Provider for the Services rendered to the Residents as mandated by Consolidated Billing (see section 3.4) the rate of \$395 (three hundred and ninety five dollars) per patient per study.

4.2 Provider will invoice Customer immediately following the date of service and Customer agrees to pay such invoices within thirty (30) days of invoice.

4.3 Each invoice shall provide a detailed description of the Services rendered to each Resident during the relevant period. Invoices not timely paid shall accrue interest at the rate of 1.5% per month or the maximum lawful rate, if less.

4.4 Except as required by law, or as necessary to cure a default by Customer, if permitted by applicable law, Provider shall not directly bill any Resident, governmental agency or other third party payor for Services rendered pursuant to this Agreement.

4.5 Notwithstanding anything to the contrary contained herein, in the event that Medicare or such other third-party payor as may be applicable, shall determine that any portion of Provider's fee for such Services is not reimbursable due to the lack of medical necessity, Customer will provide a copy of such claim denial to Provider within seven (7) days after receipt of same. Customer, or Provider acting on behalf of Customer, may elect to pursue any rights of rehearing and/or appeal regarding such denied claim. Provider will make documentation available to Customer, including video prints, or videotapes, to support any medical necessity claim. If denial is based upon deficiencies in Provider's documentation and Provider does not cure same, Customer may deduct amounts denied from future fees payable to Provider.

**5. Term and Termination.**

5.1 The term of this Agreement shall extend for one year from the Effective Date (the "Initial Term"). Following the Initial Term, this Agreement shall be automatically renewed for successive one (1) year terms, unless either party gives the other sixty (60) days written notice that this Agreement shall terminate at the end of the Initial Term or at the end of the renewal period, as applicable.

5.2 Provider shall have the right to terminate this Agreement immediately (i) if Customer has not paid amounts due within 30 days after invoice, (ii) upon Customer's breach of Sections 3, 7, 10, or 11; (iii) if any license, permit or approval required for the operation of the Facilities cannot be obtained or is at any time suspended; or (iv) in the event of the bankruptcy of Customer.

5.3 Customer shall have the right to terminate this Agreement immediately: (i) upon Provider's breach of Section 7 or 10; (ii) if any license, permit or approval required for the performance of Services is not secured by Provider or is suspended; or (iii) in the event of the bankruptcy of Provider.

5.4 In the event of a material breach of this Agreement by either party (other than as set forth in Sections 5.2 or 5.3), the non-defaulting party may terminate this Agreement by giving the breaching party thirty (30) day's notice unless the breaching party cures the default within such period.

5.5 Notwithstanding anything to the contrary set forth in this Agreement, this Agreement may be terminated by either party, without cause, upon thirty (30) days written notice given to the non-terminating party.

5.6 Termination of this Agreement shall not impair rights that have accrued prior to the effective date of such termination.

**6. Independent Contractor Status.** Provider, its Therapists, employees, and agents are independent contractors. This Agreement shall not create any joint business relationship between the parties. Provider and the Therapists are not precluded from performing Services for parties other than Customer. Provider shall indemnify and hold Customer harmless from all of Provider's tax obligations attributable to the compensation paid to Provider.

**7. Insurance.** At all times during the term of this Agreement, Customer and Provider shall each maintain in full force and effect with reputable and solvent carriers, a general liability insurance policy in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, insuring such party and its employees against risks related to the performance of the Services.

**8. Indemnification.** Each party shall indemnify and hold harmless the other (and such other party's respective principals, agents, employees, and affiliates), from and against all demands, claims, damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or related to such indemnitor's acts and omissions, except to the extent attributable to the negligence or misconduct of the indemnitee. To the extent insurance coverage is available and the proceeds of such policy are actually received, such policies shall take precedence over this indemnity.

**9. Civil Rights.** Customer and Provider agree to comply with the Civil Rights Act of 1964, and all subsequent federal civil rights laws, and applicable state laws that prohibit discrimination based on race, sex, sexual orientation, national origin, age, or disability.

**10. Proprietary Items.** Each party retains its rights in the proprietary information that such party makes available in any medium in connection with the performance of this Agreement, including their respective systems, methods, procedures, and written materials (collectively, "Confidential Information"); and each party shall (i) use and disclose the Confidential Information of the other party solely for authorized purposes in connection with the performance of this Agreement, (ii) make a diligent effort to protect the

other party's Confidential Information from unauthorized use or disclosure, (iii) appropriately instruct and secure commitments from its agents to the same effect, and (iv) return to the other party all materials reflecting its Confidential Information upon the termination of this Agreement, excluding only archival copies as to which this duty of confidentiality shall continue in effect. Confidential Information shall not include information (i) already known or independently developed by the other party, provided same is evidenced by reliable prior documentation, or (ii) that is generally known to the public in a similar format through no wrongful act, breach of confidence or breach of agreement on the part of the other party or any other person. Customer specifically acknowledges that the F.E.E.S. Process Service Guide is Confidential Information of Provider and may not be utilized or disclosed by Customer following termination of this Agreement. Upon termination of this Agreement, or earlier upon Provider's request, Customer shall immediately return all duplicates and derivatives of the F.E.E.S. Process Service Guide, in whatever medium they may appear, to Provider.

11. **Non-Solicitation.** During the term of this Agreement and for a period of one year thereafter, Customer shall not, directly or indirectly, for itself or on behalf of any other person or entity, seek to induce any Therapist or other agent, subcontractor or employee of Provider to leave the employ of Provider, or to adversely change its relationship with Provider, or to accept a contract with Customer or any third party.

12. **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered in person (including by paid courier), sent by certified mail (postage prepaid), return receipt requested to the intended recipient at the following respective addresses or at such other address as is hereafter designated by a party by notice given in accordance with this provision.

If to Provider: Kristin Waltman  
Carolina Speech Pathology, LLC  
130 Salem Towne Court  
Apex, North Carolina 27502

If to Customer: Administrator  
Sterling Care Hillhaven  
3210 Powder Mill Rd  
Adelphi, MD 20783

Notices shall be deemed effective when actually delivered, provided that notices sent by mail in accordance with the foregoing shall be deemed effective three days after the date of mailing.

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

14. **Assignment: Binding Effect.** This Agreement may not be assigned by either party without the prior written consent of the other party hereto; provided that either party may assign this Agreement to an affiliate of such party (provided that the assignor shall in such case continue to remain fully responsible for the performance of its obligations hereunder), or to any party acquiring substantially all of the assets or stock of such party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

15. **Amendments and Waivers.** This Agreement may not be amended except in a writing signed by the parties. No waiver shall be effective and no estoppel shall be deemed to arise, unless the waiver or the grounds for the estoppel are evidenced by a signed writing; and no waiver of any provision of this Agreement with respect to any one instance shall constitute a waiver of that same or any other provision of this Agreement in any other circumstance.

16. **Governing Law.** THIS AGREEMENT AND ITS VALIDITY, CONSTRUCTION AND PERFORMANCE SHALL BE GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA without giving effect to principles of conflicts of law.

17. **Captions, Construction, and Gender.** The captions contained in this Agreement are solely for convenience, and shall not limit or be considered in the construction of the Agreement. The rule of contract interpretation that construes ambiguities in an agreement against its draftsman shall not apply. Whenever appropriate to the context, the use of singular shall include the plural; the plural, the singular; and the use of any gender shall include all genders.

18. **Entire Agreement.** This Agreement (including any Addendum) contains the entire agreement between the parties and supersedes all prior agreements, representations and understandings between them.

19. **Severability.** In the event any provision contained herein is held to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be reformed to the minimum extent necessary to render it enforceable, and if it cannot be so reformed, it shall be deemed severable, and all other provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

20. **Fair Market Value.** The amounts to be paid by Customer to Provider hereunder have been determined by the parties through good faith and armslength bargaining to be the fair market value of the Services to be rendered. No amount paid or to be paid hereunder is intended to be, nor shall it be construed as, an offer, inducement or payment, whether directly or indirectly, overtly



or covertly, for the referral of patients by Customer to Provider, or by Provider to Customer, or as an inducement to recommend or arrange the purchase, lease or order of any item or service. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback or other reduction in charge. It is acknowledged that in the event of a breach of this Agreement by Customer, Provider may sustain damages resulting from a loss of business that cannot be readily replaced. For purposes of this Section, Provider and Customer shall include each such entity and any affiliate thereof.

21. **Program Representations.** With respect to any federal health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) or any State health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7(h)) (collectively, the "Programs"), neither party, nor any individual with a direct or indirect ownership or control interest of five percent (5%) or more of such party, nor any director, officer, agent or employee of such party has ever been disbarred, suspended or excluded from any of the Programs. Each party covenants to immediately notify the other in writing if this representation is no longer true.

22. **Changes in Law.** Notwithstanding anything to the contrary contained in this Agreement, in the event that any Medicare and/or Medicaid law, rule, regulation or payment policy, or any other applicable law or regulation, or any interpretation thereof, at any time, is modified, implemented, threatened to be implemented (a "Legal Development"), such that (i) it will prohibit, restrict or in any way materially change the terms of this Agreement, or (ii) by virtue of the existence of this Agreement, it has or will have a material adverse affect on either party, then Provider and Customer agree to negotiate in good faith to reform this Agreement to the minimum extent necessary to accommodate such Legal Development.

23. **Survival.** All provisions of this Agreement as to which enforcement or effect is contemplated to continue after termination, including without limitation Sections 8, 10, 11 and 13 and all accrued financial obligations, shall survive the termination of this Agreement.

24. **Attorney's Fees.** Except as set forth herein, in the event any dispute arising hereunder or with respect to this transaction is submitted to arbitration or litigation, the substantially prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in the proceeding.

25. **No Third-Party Beneficiaries.** Nothing in this Agreement shall entitle any person (including, without limitation, Residents) to any rights as a third-party beneficiary under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in multiple original counterparts as of the Effective Date.

Kristin Waltman  
Carolina Speech Pathology, LLC



By:  
Kristin Waltman  
Chief Operating Officer

Customer:

By: (Signature)



Name:

Patricia Mays

Title:

Executive Director

**Customer Information Form**

**Facility Name and Address:**

Hillhaven SNF Operator d/b/a Sterling Care Hillhaven

**Is the facility part of a chain?** (Please check one)  **Yes**  **No**

If so, what chain: Sterling Care

Home Office Phone Number: 410-877-6630

**Facility Administrator Information:**

Name: Patricia Mays

Phone: 301-937-3939 ext 1001

Email: pmays@sterlingcarehealth.com

**Do you require information/documentation pertaining to our clinicians prior to their first visit to your facility?** (Please check one)  **Yes**  **No**

If YES, what information/documentation is required?

Name and Email of who should receive documentation:

**Following the FEES study, which of the following procedures will your organization follow for entering the CPT code?** (Please check one)

The facility will manage all documentation pertaining to FEES code CPT 92612 in facility's billing system.

The facility will provide Carolina Speech Pathology SLP with log-in credentials to your facility's documentation system to enter FEES CPT 92612. (This may include additional fees for service.) \* **If second option**, contact person to gain access/gather instructions for documentation:

Name and Email:

**Who will be responsible for receiving invoices?**

Billing contact Name and Email: Kelly Jones-Ferreira kjones@sterlingcarehealth.com

**Please list any other details about your facility that will allow for a smooth FEES appointment from start to finish:**

Email monthly invoices to kjones@sterlingcarehealth.com

## **AGREEMENT TO PROVIDE LABORATORY SERVICES**

This Agreement (“Agreement”) is made and entered into this 1<sup>st</sup> day of August, 2023 by and between Sterling Care Hillhaven (“Community”), with its principal place of business located at 3210 Powder Mill Road, Adelphi, MD, and **Diamond Medical Laboratories**, a clinical laboratory corporation (“Laboratory”), with its principal place of business located at 66 Painters Mill Road Suite 200, Owings Mills, Maryland 21117. The parties may be referred to herein collectively as “the parties” and singularly as a “party”.

### **RECITALS:**

**WHEREAS**, Laboratory is authorized to provide clinical laboratory services (“Services”) in the State of Maryland and meets the requirements for laboratories to participate in the Medicare and Medicaid programs; and

**WHEREAS**, Community wishes to contract with Laboratory to provide Services at the Nursing Home; and

**WHEREAS**, Laboratory has agreed to provide such Services for the Community in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, the parties, intending to be legally bound, agree as follows:

#### I. **DUTIES AND OBLIGATIONS OF LABORATORY**

A. **Services**. Laboratory shall provide or arrange for the provision of Laboratory Services as are properly ordered by the residents’ physicians. All such services shall be performed in accordance with currently accepted professional standards and all applicable federal, state and local laws and administrative regulations.

1. **Provision of Services**. Laboratory shall provide with complete, accurate Community and timely Services and reports, in accordance with the orders of a resident’s attending physician. Laboratory shall be entitled to rely upon the physician’s order as proof of the appropriateness and medical necessity of the test(s) ordered. In the event Laboratory requires diagnostic information, diagnosis codes or other information in order to establish medical necessity for billing purposes, Laboratory will contact the appropriate person at the Community, and such person shall provide such information promptly and accurately. Ensuring the medical necessity of any test(s) ordered shall be and remain the responsibility of the Community and the ordering physician.

2. **Scheduled Visits**. Laboratory will provide one or more phlebotomists who shall meet all federal and state qualifications, and who shall be reasonably acceptable to the Community. Phlebotomy services will be provided pursuant to a schedule necessary to fulfill the Laboratory’s responsibilities hereunder. The scheduled days and times for such visits shall be as mutually agreed upon by the Laboratory and Community. Such phlebotomist will perform only blood drawing and related services. He or she shall not provide any free or other services to the

Community as are not necessary and integral to the performance of clinical laboratory services.

3. Supplies and Forms. Laboratory shall provide Community with all materials needed for collection of specimens and forms for physician laboratory orders. The Laboratory shall also furnish appropriate personal protective equipment for its personnel furnishing services at Community.

4. On-Call Emergency Services. Stat Lab testing will be available at St. Agnes Hospital. If you are unable to obtain specimen for testing, laboratory shall be available from 6 a.m. to 7 p.m. 7 days a week for “stat” laboratory testing. Stat tests shall include those defined in Exhibit A that requires a visit to Community additional to that defined in paragraph I.A.2. Laboratory shall charge, and Community shall pay \$50 for patient phlebotomy fee for which stat tests are ordered and performed and \$25 for a stat pickup fee.

5. Notification of Findings. As applicable, Laboratory shall provide notice of the results of any “stat” tests and any significant abnormal findings, provided tests were performed at Laboratory. Laboratory shall notify Community of other findings upon request. Laboratory shall promptly report all other findings as appropriate to Community

6. Compliance with Community Policies. Laboratory shall comply with the reasonable resident care policies, which Community provides, provided Laboratory has prior written notice of such policies. Laboratory shall report directly to the individual designated by Community Administrator (“Designee”). Laboratory shall comply with any reasonable terms and conditions required by Community managed care contracts, provided Laboratory receives prior written notice of such terms and conditions.

7. Bacteriological Monitoring. If requested by the Community, Laboratory will provide bacteriological monitoring of its Designated Community environment on a periodic basis and monthly efficiency checks of sterilization equipment. Such services shall be paid for by Community. Community will provide Laboratory with specimens for laboratory analysis.

8. Committee Service. Laboratory shall reasonably cooperate with Community Infection Control Committee, Resident Care Committee, and other committees as requested by Community.

B. Statement of Qualifications. Upon reasonable request by Community, Laboratory shall submit to the Community evidence of the qualifications and experience of each technician who is to provide services to Community residents, as well as the qualifications of the Laboratory itself, including:

1. A copy of valid license or registration to perform services in the state where the Community is located;
2. Evidence of meeting any applicable state or federal minimal requirements;
3. A statement certifying that Laboratory and all personnel performing services hereunder have not been excluded from or are not presently sanctioned by any plan or program that provides health benefits, whether directly or indirectly, through insurance, or

otherwise, which is funded, in whole or in part, by the United States Government (excluding the Federal Employee Health Plan Benefit Program).

The Community shall have the right for reasonable cause to disapprove of any technician who is to render services to such Community residents pursuant to this Agreement. If the Community does so disapprove a technician, the Community shall provide reasonable notice of the disapproval to the Laboratory, and the Laboratory shall have a reasonable time to furnish an alternative technician reasonably satisfactory to the Community to furnish services hereunder.

C. Notice of Actions. Laboratory and Community shall deliver written notice to the other within five (5) days of the date of occurrence of any of the following:

1. Any action that restricts, suspends, or revokes either's registration, certification or license to carry on its business or to meet its obligations pursuant to this Agreement.

2. Any felony indictment naming either, or any of its employees, agents or contractors providing services related to this Agreement.

3. Any final non-appealable disciplinary proceeding or action involving either before any administrative agency.

4. If either, or any employee, agent or contractor of either providing services related to this Agreement, is excluded or suspended from any health benefit program funded in whole or in part by the United States Government.

5. Imposition of any fines, civil monetary penalties, or other sanctions resulting from a finding of violation of any law or regulation related to the provision of services by or billing practices of either, or any employee, agent or contractor of either providing services related to this Agreement.

D. OSHA Bloodborne Pathogens Standard. Laboratory shall comply with the OSHA Bloodborne Pathogen Standard, as may be amended from time to time (the "OSHA Standard").

## II. DUTIES AND OBLIGATIONS OF COMMUNITY

A. Policies and Procedures. Community shall comply in all material respects with applicable state and federal laws and regulations governing the provision of Community services.

B. Resident Charts. Community shall maintain individual resident charts in accordance with state and federal law. Community shall make individual resident treatment records available to Laboratory for review and inspection, upon reasonable request, to the extent necessary for testing purposes. Laboratory shall maintain the confidentiality of such medical records in accordance with applicable laws.

C. Orientation. Community shall provide general orientation for Laboratory personnel who will be providing Services to such Community concerning the Community staff policies and charting procedures.

D. Community agrees to send all patient and employee lab testing to Laboratory (DML) if laboratory is capable to providing the testing required. The only exception is if the patient chooses another laboratory.

### III. PAYMENT FOR SERVICES

A. Billing Responsibilities. Community shall perform billing and collection for all claims submitted to the Medicare Part A program and private payors that will not approve Laboratory for payment. Laboratory shall perform billing and collection for all claims submitted to Medicare Part B , Private Payors, and under the circumstances set forth in Section III. E. below for claims submitted to Medical Assistance programs. Community shall be responsible for all patient copays and deductibles.

B. For residents covered under a managed care contract, each party shall perform the billing as dictated by the terms of the managed care contract. If the managed care contract is silent or the laboratory costs are included in the per diem rate, the Community will be the billing party. All billing and collection hereunder shall be performed in accordance with applicable laws and regulations. Notwithstanding the foregoing, if the Laboratory submits billing under a managed care contract, the Community shall remain responsible to the Laboratory for payment of said billing.

C. Community agrees to provide Laboratory with all of the necessary billing information, including diagnosis or diagnosis codes, patient Medicare or Medicaid number, social security number, date of birth, insurance information and any other information reasonably required by Laboratory to properly invoice for services rendered. Laboratory shall not be responsible for performing clinical testing or other services hereunder unless it receives information reasonably required by it to properly invoice for services rendered. Community will be required to pay for all laboratory tests if complete billing information is not received by laboratory.

D. Community will be required to pay for laboratory testing and all other services within thirty (30) days from the date of invoices. If any overpayment to Laboratory from Community is identified, Laboratory shall credit Community the amount of the overpayment against future invoices, unless Laboratory disagrees with the overpayment determination. In such case, Laboratory will submit its statement of disagreement within forty-five (45) days.

E. The Laboratory shall bill the Community and the Community will be responsible for paying Laboratory for services to residents whose Medicaid status is pending. Within ten (10) days of the date the Community receives notice of a resident's eligibility for Medicaid, the Community shall notify the Laboratory, in writing. From the date the Laboratory is so notified, the Laboratory shall send billings to the Medical Assistance Program for services provided to residents on and after the date of Medicaid eligibility. If the Laboratory receives payment from a Medical Assistance Program for services which the Laboratory previously received payment for from the Community, then the Laboratory will credit the Community with the amount of such payment to be applied against future invoices.

F. If the Laboratory takes action to enforce its rights under this Agreement as a result of a breach of this Agreement by the Community, then the Community shall be required to pay the Laboratory all of the costs and expenses, including attorney's fees, incurred by the Laboratory.

G. It shall be the responsibility of Community to assure that:

- i. only medically necessary tests are ordered;
- ii. Proper diagnosis codes to support medical necessity are provided;
- iii. Advance Beneficiary Notices are signed by residents or their authorized representatives when there is reason to believe that Medicare may deny payment for a particular service as not being reasonable and necessary;
- iv. Standing orders meet Medicare requirements, including that the attending physician has specifically ordered the test, for a defined period and frequency, and that the tests are medically necessary and do not violate frequency limitations. All requisition slips for Laboratory orders shall be signed by the resident's physician or nurse on behalf of the physician;
- v. In the event Medicare or any other payer denies payment for tests ordered, and performed by Laboratory as ordered, Community will be responsible for payment to Laboratory.
- vi. Community retains professional and administrative responsibility for providing services hereunder that are timely and that meet applicable professional standards and principles.

H. Fees. Charges for Services shall be billed at 90% of the 2018 Medicare fee schedule. The Laboratory can change the fee schedule at any time without prior notice to Nursing Home. Covid19 testing for staff will be billed at \$75 per test if not covered by insurance.

I. Denial of Payments by Reimbursement Sources. The Community shall be responsible for disputing and appealing any claims of disallowances for claims it has submitted to third-party reimbursement sources on its own time and at its own expense; provided, however, that Laboratory shall provide reasonable assistance as requested by the Community in any disputes or appeals concerning the Services.

J. With respect to claims submitted by Community to the Medicare program:

1. In the event that Community receives notice that the charges for Services provided by Laboratory have been disallowed (a "Disallowance"), the Community shall deliver written notice of such Disallowance to Laboratory within fifteen (15) days of receipt of the notice. The Community shall be responsible for disputing such disallowance on its own time and expense and shall, to the extent permitted by law, be entitled to undertake the entire appeal of the Disallowance. The Community, in its sole discretion, may compromise or settle the claim for the account and on behalf of the Community.

2. In connection with such dispute, Laboratory shall cooperate fully with the Community and its representatives and provide reasonable access to any of its relevant books and records. Laboratory shall execute any authorizations required by Community to prosecute the appeal.

K. Within ten (10) days of the signing of this Agreement by both parties, Community will pay Laboratory all amounts owed to Laboratory for services rendered, and which are outstanding more than thirty (30) days.

#### IV. INDEPENDENT CONTRACTOR STATUS

It is understood and acknowledged by the parties that Laboratory is not a partner of, Community either general or limited, nor an employee of Community, that this Agreement is not a joint venture, partnership or other joint business relationship, and that Laboratory is an independent contractor. As an independent contractor, the Laboratory acknowledges that:

A. The Community does not direct or control the manner, means or method of operation of Laboratory in what may be considered the usual employer-employee relationship.

B. The Community does not cover the employees of the Laboratory under its workers' compensation policy; and Laboratory understands and agrees that it is its obligation to provide workers' compensation coverage for any of its employees if coverage is required under applicable law.

C. Laboratory shall provide Services hereunder on an as-needed basis, is not exclusively limited to performing Services for the Community, and is entitled to perform Services for parties other than the Community.

#### V. INSURANCE

During the term of this Agreement, the Community and Laboratory shall each maintain liability and professional malpractice insurance for Laboratory and Community (as applicable) at their own expense. Such policies shall have limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year. Upon request Laboratory shall furnish the Community with a certificate of insurance evidencing the maintenance in full force of each of Laboratory's insurance policies.

#### VI. EQUAL OPPORTUNITY

This Agreement shall be carried out in compliance with Title VI of the Civil Rights Act of 1964 and requirements imposed by or pursuant to the regulations of the Department of Health and Human Services (45 C.F.R. § 80) issued pursuant to Title VI, to the end that no person in the United States shall, on the grounds of race, color, national origin or handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity for which Federal funds are used in support.



## VII. TERM AND TERMINATION

A. Term. Except as set forth below, this Agreement shall commence as of the date first set forth above and shall continue in full force and effect for a term of one (1) year. Thereafter, this Agreement shall be automatically renewed unless terminated in accordance with the provisions of the Article VII.

B. Termination Without Cause. Either party may terminate this Agreement without cause by delivering thirty (30) days prior written notice of its intent to terminate this Agreement.

C. Termination Upon Change in Law or Programs. Notwithstanding any other provision of this Agreement, in the event that any applicable federal, state or local law or any regulations, order or policy issued under any such law is changed (or any judicial interpretation thereof is developed or changed) in a way which will have a material adverse effect upon the practical realization of the benefits anticipated by a party to this Agreement (including, without limitation, material changes to the method or amount of reimbursement or payment for Services), the adversely affected party shall deliver written notice to the other party of such change and the effect of such change. The parties shall then enter into good faith negotiations to amend this Agreement in such a manner that will leave the parties as nearly as possible in the same economic positions in which they would have been under the original terms of this Agreement, had the change in law, regulations, order or policy (or change or development of the judicial interpretation thereof) not occurred. In the event that the parties are in good faith unable to agree upon such amendment within thirty (30) days of such written notice, this Agreement shall automatically terminate.

D. Immediate Termination. If the Community fails to make payment when due to the Laboratory for services provided hereunder, the Laboratory shall have the right to immediately terminate this Agreement and cease providing services hereunder.

E. Effect of Termination. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for: (i) obligations accruing prior to the date of termination; and (ii) obligations or covenants contained in this Agreement that are expressly intended to survive the termination of this Agreement.

## VIII. EVENTS OF DEFAULT

The following events shall constitute Events of Default (whether such event shall be voluntary or involuntary or come about or be affected by operation of law, pursuant to or in compliance with any judgment, decree or order of any court or of any order, rule or regulation of any administrative or governmental body):

A. The Community fails to make payment when due to the Laboratory for services rendered hereunder.

B. Either party hereto shall materially fail to comply with any of the obligations, liabilities or undertakings assumed by such party under this Agreement, other than the failure to pay referred to in Section VIII. A. above and such failure shall continue uncured for thirty (30)

calendar days following delivery of written notice describing such breach by the non-defaulting party.

C. If either party hereto shall commit an act of “bankruptcy”, which for the purposes of this Section VIII. B. shall mean: (i) a party or any of its wholly-owned subsidiaries files a voluntary petition in bankruptcy, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or a petition in bankruptcy shall be filed against a party and such petition remains undischarged for a period of sixty (60) days; (ii) a party or any of its wholly-owned subsidiaries applies for, consents to or has appointed a receiver, trustee or liquidator or substantially similar agent for a substantial part of such party’s or such wholly-owned subsidiary’s assets.

D. Any action or event that requires a Notice of Action pursuant to paragraph I. C. above.

#### IX. INDEMNIFICATION

A. Laboratory. Laboratory hereby agrees to indemnify and hold harmless the Community from and against any and all claims, costs, actions, causes of action, suits, judgments, damages, liabilities, losses or expenses, including, without limitation, attorneys’ fees and the fees of expert witnesses and other consultants (“Costs”), which arise or are asserted against or imposed upon or incurred by the Community as a consequence of any acts or omissions by Laboratory, or any employees, agents or contractors of Laboratory, under this Agreement, including, without limitation, any Costs directly or indirectly arising or resulting from any inaccurate or false information submitted to the Community by Laboratory (except to the extent that such inaccurate or false information was provided to the Laboratory by Community).

B. Community The Community agrees to indemnify and hold harmless Laboratory from and against any and all Costs which arise or are asserted against or imposed upon or incurred by Laboratory as a consequence of any acts or omissions by the , Community or any employees, agents or contractors of the Community under this Agreement, including, without limitation, any Costs directly or indirectly arising or resulting from any inaccurate or false information submitted by the Community to any payor or individual (except to the extent that such inaccurate or false information was provided to Community by Laboratory).

C. No Limitation. Nothing in this Agreement shall be construed to limit the indemnity or contribution rights that the parties may have under law.

#### X. COMPLIANCE WITH RESIDENT PROTECTION AND OTHER LAWS

Laboratory and Community shall each comply with all applicable federal, state, and local laws, regulations and policies with respect to the rendering of services in nursing or convalescent homes and the protection of the rights of residents, including, but not limited to, rights relative to confidentiality, privacy, quality of care rendered, consumer protection, and the like. In the event of any complaint filed by or with respect to a resident in any Community or any investigation initiated by any governmental agency or any litigation commenced against any, Community Laboratory shall fully cooperate with the Community in an effort to respond to and resolve the

same in a timely and effective manner, and Laboratory shall cooperate fully with any insurance company providing protection to the, Community in connection with investigations. In this connection, each party agrees to promptly notify the other of any inquiries, claims and investigations and cooperate fully with the directions of the other with respect thereto.

#### PARTICIPATION IN FEDERAL HEALTHCARE PROGRAMS

Provider and Customer represent and warrant that neither they nor any the Program Participants participating hereunder: (i) are currently excluded, debarred, or otherwise ineligible to participate in the Federal HealthCare Programs as defined in 42 U.S.C. Section 1320a-7b(f) (“Federal Health Care Programs”); (ii) are convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal Health Care Programs, and (iii) are under investigation or are otherwise aware of any circumstances which may result in exclusion from participation in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the term of this Agreement and the parties shall immediately notify each other of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph shall give the non-offending party the right to immediately terminate this Agreement for cause.

#### HIPAA REQUIREMENTS

Both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred herein as “HIPAA Requirements”. Both parties will make their internal practices, books, and records relating to the use and disclosure Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance the Federal Privacy Regulations.

#### XI. RECORD RETENTION

A. Laboratory. In the event that the cost of services provided under this Agreement equals Ten Thousand Dollars (\$10,000) or more over a twelve month period, Laboratory shall, until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, make available, upon written request to the , Community the United States Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, any books, documents, and records of Laboratory that are necessary to certify the nature and extent of the costs incurred.

B. Subcontract. If Laboratory carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the United States

Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. For purposes of the preceding sentence, the term "related organization" means an entity which is owned or controlled by the Laboratory or by the same persons who own or control the Laboratory.

C. Access. Notwithstanding anything herein to the contrary, subject to applicable law and regulation, but only to the extent necessary, each party shall, upon request of the other, provide the other (including any of its duly authorized representatives) with access to medical records, books, documents and records related to the Services provided by Laboratory pursuant to this Agreement. The provisions of this Section XI. C. shall not be deemed to waive or limit any other provision of this Agreement restricting retention, release or disclosure of records.

## XII. RESTRICTIVE COVENANTS; CONFIDENTIALITY

A. Restrictions. Each party agrees that, during the term of this Agreement and for one (1) year after the date this Agreement is terminated for any reason whatsoever, with or without cause:

1. It shall not entice or induce, contract with, employ, or solicit for employment, directly or indirectly, any employee of the other.

2. Except as may be required in fulfillment of its duties and responsibilities under this Agreement or as required by applicable law or court process, it shall not divulge, furnish or make accessible to anyone any trade secrets, customer lists, computer programs or confidential information of any kind with respect to the customers or business operations of the other party hereto.

3. Following any termination of this Agreement, each party shall, upon the written request of any other party, return or destroy (with such destruction confirmed in writing), all reports, books, records, customer lists, manuals, computer programs and computer data, in whatever form or medium as the same are maintained, which are within its possession, custody or control, and which were either furnished by such other party or prepared using any information furnished by such other party.

B. Damages. The parties agree that damages for a breach of the covenants contained in this Article XII would be inadequate, and agree that a party seeking to enforce this Article XII shall be entitled to injunctive relief and specific information in addition to all other remedies.

## XIII. MISCELLANEOUS

A. Entire Agreement. This Agreement contains the entire understanding between Laboratory and the Community and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. This Agreement may be modified or altered only by written agreement between the Laboratory and the Community. Neither the waiver by either of the parties hereto of a breach or a default under any of the provisions of this Agreement, nor the failure of any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a

waiver of any subsequent breach or default of a similar nature, or as of wavier of any of such provisions, rights or privileges hereunder.

B. Controlling Law. This Agreement shall be governed exclusively by the laws of the State of Maryland, without regard to the conflict of law provisions thereof. If a provision hereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder hereof, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and be enforced to the fullest extent permitted by law, provided that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law.

C. Notices. Any notices required under this Agreement shall be in writing and shall be deemed to have been given upon the earlier of: (i) the date actually received by the party in question, by whatever means and however addressed; (ii) the date sent by telecopy, if such telecopy transmission permits confirmation to the addresses or telecopy numbers set forth below; or (iii) on the date signed for, if sent by means of a prepaid overnight delivery service. Any notices shall be delivered to the addresses or telecopy numbers set forth below:

If to Laboratory:	Diamond Medical Laboratories 66 Painters Mill Road, Suite 200 Owings Mills, MD 21117 Phone: (410) 834-8600 Telecopy: (410) 834-8601
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If to the Community:	Sterling Care Hillhaven 3210 Powder Mill Road Adelphi, MD 20783 Phone: 301 937 3939 Telecopy:
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D. No Duty to Refer. The parties agree that the benefits to either party hereunder do not require, are not payment for, and are not in any way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either party.

E. Survival. The parties agree that the provisions of Articles IX, X XI and XII shall survive termination of this Agreement.

F. Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably delayed. Notwithstanding the foregoing:

1. this Agreement may be assigned by Laboratory in connection with a merger, consolidation or sale of all or any portion of Laboratory's assets; and
2. Nursing Facility may assign its billing obligations pursuant to Section III. B. of this Agreement.

G. Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

I. Dispute Resolution. The Community shall be required to notify the Laboratory in writing of any dispute over invoices for laboratory or other services rendered within fifteen (15) days of the receipt of an invoice. Failure to dispute an invoice timely shall be deemed a waiver of any objections to the invoice. If the Community does timely dispute an invoice, the parties shall attempt to reconcile the dispute amicably and expeditiously. If the dispute is not resolved within ten (10) days of the date the Laboratory receives notice of the dispute, the dispute shall be submitted to arbitration before the American Arbitration Association and the decision resulting there from shall be binding on the parties.

**IN WITNESS WHEREOF**, the parties or their duly authorized representatives have executed this Agreement on the date first set forth above.

Diamond Medical Laboratories

By:   
\_\_\_\_\_  
Andrew Diamond, CEO

Sterling Care Hillhaven

By:   
\_\_\_\_\_  
Jeff Kagan, President

**Exhibit A**

**LABORATORY STATS**

The following is a list of tests that can be performed STAT. If the requested test is not on this list, the specimen will be collected on the next scheduled routine lab day. Requests for STAT tests not on this list will be referred to a laboratory supervisor before a phlebotomist is dispatched.

**Hematology**

CBC w/ Diff & Platelets  
CBC w/ Platelets, no Diff  
Hematocrit  
Hemoglobin

**Toxicology**

Digoxin  
Phenytoin (Dilantin)  
Valproic Acid (Depakene)  
Vancomycin (random)

**Coagulation**

Prothrombin Time (PT)  
Partial Thromboplastin Time,  
Activated

**Chemistry**

BUN  
Basic Metabolic Panel  
Calcium  
Magnesium  
Potassium  
Liver Function Profile  
Glucose  
Comprehensive Metabolic Panel  
Creatinine  
Electrolytes

**Other**

Blood Culture  
Urinalysis

**CRITICAL VALUES**

<b>Test</b>	<b>Value</b>	<b>Unit</b>
BUN	> 75	mg/dl
Ca	< 7.5 > 12	u/l
Creatinine	> 5	mg/dl
Glucose	< 50 > 350	mg/dl
Hgb	< 7.5 > 18	g/dl
INR	> 4.5	
Platelet	< 30,000 > 1,000,000	mm <sup>3</sup>
Potassium	< 3 > 5.7	mmol/l
PTT	> 90	seconds
Na (sodium)	< 120 > 160	mmol/l
WBC	< 1,500 > 25,000	mm <sup>3</sup>
Digoxin	> 2.1	ug/mL

Valproic Acid	>100	ug/mL
Vancomycin	>80	ug/mL

**Send out Tests:** Laboratory test/s referred to another laboratory will be communicated directly from that laboratory to the appropriate facility or physician.



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## **Exhibit 18**

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## Need for 32 Additional Beds Sterling Care Hillhaven

Step	Metric	2019	2020	Actual		Estimated		
				Interim				
				2021	2022	2023	2024	2025
<b>1</b>	<b>Prince George's County Population by Age Group</b>							
	0-64	791,916	785,048	783,078	781,112	779,152	777,197	775,246
	65-74	75,811	78,533	80,432	82,376	84,368	86,408	88,497
	75-84	33,384	34,686	36,675	38,778	41,002	43,353	45,839
	85+	12,595	12,872	13,518	14,196	14,908	15,656	16,442
<b>2</b>	<b>PG Use Rate per 1000 by Age Group (2021 Base Year)</b>							
	0-64	268	229	185				
	65-74	3,065	2,545	2,205				
	75-84	4,452	5,933	4,594				
	85+	17,999	13,437	9,969				
<b>3</b>	<b>Average Maryland Annual Use Rate Change By Age Group (AAPC)</b>							
	<b>Use Rate/1,000 Pop (2017-2019)</b>							
		<b>AAPC PG 2017-2019</b>		<b>AAPC PG 2019-2020</b>				
	0-64	1.5%		-15%				
	65-74	1.2%		-14%				
	75-84	-1.4%		2%				
	85+	-5.5%		-22%				
<b>4</b>	<b>Target Year(s) Bed Use Rate (Days Per 1,000 Pop)</b>				Forecast at 2021 Use rates			
	0-64	268	229	185	185	185	185	185
	65-74	3,065	2,545	2,205	2,205	2,205	2,205	2,205
	75-84	4,452	5,933	4,594	4,594	4,594	4,594	4,594
	85+	17,999	13,437	9,969	9,969	9,969	9,969	9,969

**Need for 32 Additional Bec**

PY1	PY2	PY3

Step	Metric	2026	2027	2028
<b>1</b>	<b>Prince George's County Populator</b>			
	0-64	773,450	771,658	769,871
	65-74	89,795	91,112	92,449
	75-84	47,761	49,763	51,849
	85+	17,611	18,864	20,206
<b>2</b>	<b>PG Use Rate per 1000 by Age Gro</b>			
	0-64			
	65-74			
	75-84			
	85+			
<b>3</b>	<b>Average Maryland Annual Use Rat</b>			
	<b>Use Rate/1,000 Pop (2017-2019)</b>			
	0-64			
	65-74			
	75-84			
	85+			
<b>4</b>	<b>Target Year(s) Bed Use Rate (Days</b>			
	0-64	185	185	185
	65-74	2,205	2,205	2,205
	75-84	4,594	4,594	4,594
	85+	9,969	9,969	9,969



## Need for 32 Additional Beds Sterling Care Hillhaven

<b>5</b>	<b>Prince George's County Days Needed by Age Group</b>							
	0-64	212,233	179,776	144,869	144,506	144,143	143,781	143,421
	65-74	232,361	199,866	177,352	181,640	186,032	190,529	195,136
	75-84	148,626	205,792	168,485	178,147	188,362	199,164	210,584
	85+	226,697	172,961	134,759	141,521	148,622	156,079	163,910
<b>6</b>	<b>Total Prince George's County Resi</b>	<b>819,917</b>	<b>758,396</b>	<b>625,466</b>	<b>645,813</b>	<b>667,159</b>	<b>689,553</b>	<b>713,051</b>

### Adjust for Non-Maryland Residents and Patients of Unknown Origin

	<b>PG In-Migration of Non-MD Residents and Patients of Unknown Origin (2018)</b>							
<b>7</b>	<b>Unknown Origin (2018)</b>	155,862						
<b>8</b>	<b>Total Prince George's County CCF Patient Days (2018)</b>	943,264						
<b>9</b>	<b>Ratio of Average in-migration px days to Total Prince George's County CCF px days (2018)</b>	0.17	0.17	0.17	0.17	0.17	0.17	0.17
<b>10</b>	<b>In-Migration of Non-MD Resident: Total Prince George's County CCF Patient Days (2019-2028)</b>	135,481	125,315	103,350	106,712	110,239	113,940	117,822
<b>11</b>	<b>Total Prince George's County CCF Patient Days (2019-2028)</b>	955,398	883,710	728,816	752,526	777,398	803,493	830,873

### CCF Bed Need

<b>12</b>	<b>Target facility Occupancy</b>	95%	95%	95%	88%	88%	88%	88%
<b>13</b>	<b>Gross Bed Need</b>	2,755	2,549	2,102	2,343	2,420	2,502	2,587
<b>14</b>	<b>Current CCF Bed Inventory</b>	2953	2969	2973	2,666	2,666	2,666	2,666
<b>15</b>	<b>Net Bed Need (surplus)</b>	(198)	(420)	(871)	(323)	(246)	(164)	(79)

**Need for 32 Additional Bec**

<b>5</b>	<b>Prince George's County Days Need</b>			
	0-64	143,088	142,757	142,426
	65-74	197,998	200,903	203,850
	75-84	219,413	228,612	238,196
	85+	175,568	188,055	201,430
<b>6</b>	<b>Total Prince George's County Resi</b>	<b>736,068</b>	<b>760,326</b>	<b>785,902</b>

**Adjust for Non-Maryland Residents and Patie**

**PG In-Migration of Non-MD Residents and Patients of**

<b>7</b>	<b>Unknown Origin (2018)</b>			
<b>8</b>	<b>Total Prince George's County CCF Patient Days (2018)</b>			
	<b>Ratio of Average in-migration px days to Total Prince George's</b>			
<b>9</b>	<b>County CCF px days (2018)</b>	0.17	0.17	0.17
<b>10</b>	<b>In-Migration of Non-MD Resident: Total Prince George's County CCF</b>			
<b>11</b>	<b>Patient Days (2019-2028)</b>	857,693	885,960	915,762

**CCF Bed Need**

<b>12</b>	<b>Target facility Occupancy</b>	88%	88%	88%
<b>13</b>	<b>Gross Bed Need</b>	2,670	2,758	2,851
<b>14</b>	<b>Current CCF Bed Inventory</b>	2,666	2,666	2,666
<b>15</b>	<b>Net Bed Need (surplus)</b>	4	92	185

## Assumptions and Sources for Methodology Sterling Care Hillhaven

### Step No.

- 1** Maryland State Data Center US Census Pop Estimates for 2020-2045  
Intervening years interpolated by applying Compound Annual Growth Rate ("CAGR") of interval to years between intervals
- 2** 2019 Obtained from MHCC Comprehensive Care Routine Reports 1: [Routine Reports Y4](#)
- 3** 3-Year average annual percent change calculated from MHCC Comprehensive Care Routine Reports 7.6.2020, Table 1.11  
With the exception of the 64-75 age group, PG Base year (2019) use rates are lower than the Maryland average. In high use age groups (75+) the average annual rates of change in use rate are lower in PG than the Maryland average.  
  
Declines occurred during COVID-19 pandemic and related quarantines. New patterns are still occurring. Conservatively, the methodology holds use rates constant at the most recent available 2021 PG County days per 1,000 residents
- 4** Multiply base year use rate by age group (Step 2)  
by PG County 2021 annual use rate by age group
- 5** (Step 1 \* Step 4)/1,000
- 6** Sum of all age groups in Step 5
- 7** 3-year average of 2017-2019 In-Migration, Obtained via Special Request to MHCC, Sandy Biddinger 12.04.20; Ms. Biddinger did not respond to requests for updates in 2023
- 7** Assumes value remains constant for all Project Years
- 8** 2018 Maryland Long Term Care Survey
- 9** Step 7 / Step 8  
Assumes immigration as percent of days remains constant for all Project Years
- 10** Step 6 \* Step 9
- 11** Step 6 + Step 10  
Target Facility occupancy per Step (5)(a) of State Plan CCF Methodology is 95%. However this is almost impossible to sustain in an environment of  
**12** of high need for post-acute rehabilitation SNF beds.
- 12** 88 percent occupancy is minimum reasonable in current environment of many short stay post-acute residents.
- 13** Step 11/ (365 \*Target Occupancy),
- 14** Maryland Long-term Care Survey 2020 is no longer accurate. Additional 2022 data from Maryland Medicaid cost reports for 2023 are more accurate. They exclude CCRC beds and reduce Sacred Heart to 44 beds, actual number. Step assumes constant bed inventory at the 2022 Medicaid Cost Report count
- 15** Step 12 - Step 13
- 15** 3-year average of 2017-2019 ALOS, Obtained via Special Request to MHCC, Sandy Biddinger 12.11.20  
Assumes value remains constant for all Project Years

**Hillhaven Patient Origin for the First Three Project Years**

	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Admissions	227	312	312	312

worksheet D prepared by client

**Admission by County**

	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Prince Georges	190	261	261	261
Montgomery	30	41	41	41
Howard	4	5	5	5
Charles	4	5	5	5
Total	227	312	312	312

**Sterling Care Hillhaven Historical Patient Origin**

County	Patients	Percentage of Total
Prince Georges	51	83.6%
Montgomery	8	13.1%
Howard	1	1.6%
Charles	1	1.6%
Total	61	100.0%

current resident history provided by client 02.23.24

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## **Exhibit 19**

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## Maryland 2022 Medicaid Cost Report Summary Data for Prince George's County Nursing Homes

Prov. No.	Name	Address 1	City	County	Days Op if less than 365	FY End	Pvt. Comp. days	MA Comp.days	Other Gov. Comp. days	Comp. & NC days	Tot. Comp.	Lic. Comp. beds SOY	Lic. Comp. & NC beds SOY
160468600	Adelphi Nursing and Rehabilitation Center_ LLC	1801 Metzertott Road	Adelphi	Prince Georges	0	12/31/2022	3542	22273	27866	58606	58606	170	170
999361400	Autumn Lake Healthcare at Bradford Oaks	7520 Surratts Road	Clinton	Prince Georges	0	12/31/2022	3180	38473	10559	56320	56320	180	180
888733100	Autumn Lake Healthcare at Patuxent River	14200 Laurel Park Drive	Laurel	Prince Georges	214	12/31/2022	2420	19049	5280	26905	26905	177	177
160033800	Autumn Lake Healthcare at Cherry Lane	9001 Cherry Lane	Laurel	Prince Georges	0	12/31/2022	4264	38327	11299	54013	54013	155	155
510635400	Cadia Healthcare - Hyattsville	4922 LaSalle Road	Hyattsville	Prince Georges	0	12/31/2021	906	42563	45661	89721	89721	280	280
411115000	Clinton Nursing and Rehabilitation Center	9211 Stuart Lane	Cinton	Prince Georges	0	6/30/2022	3265	36131	41815	85865	85865	267	267
333180600	Crescent Cities Nursing and Rehabilitation Center	4409 East West Highway	Riverdale	Prince Georges	0	12/31/2022	2601	28666	19393	54942	54942	150	150
818989700	Doctors Community Rehab. & Patient Care Center	6710 Mallery Drive	Lanham	Prince Georges	0	9/30/2022	2027	27771	13353	44652	44652	130	130
414431700	Forestville Health and Rehabilitation Center	7420 Marlboro Pike	Forestville	Prince Georges	0	6/30/2022	4625	26089	13880	50403	50403	162	162
414429500	Fort Washington Health and Rehabilitation Center	12021 Livingston Road	Fort Washington	Prince Georges	0	6/30/2022	4071	23708	19775	49708	49708	150	150
280024100	FutureCare - Capital Region	1051 Brightseat Road	Landover	Prince Georges	0	12/31/2022	3874	22211	21974	48624	48624	150	150
160077000	FutureCare - Pineview	9106 Pineview Lane	Clinton	Prince Georges	0	12/31/2022	5781	36053	12285	54650	54650	180	180
510638900	Hillhaven Assisted Living_ Nursing & Rehab. Center	3210 Powder Mill Road	Adelphi	Prince Georges	0	12/31/2022	3240	8282	9462	39824	20984	66	128
444248200	Hyattsville Nursing and Rehabilitation Center_ LLC	6500 Riggs Road	Hyattsville	Prince Georges	0	12/31/2022	1936	20817	27603	54810	54810	160	160
799044800	Largo Nursing and Rehabilitation Center_ LLC	600 Largo Road	Glenarden	Prince Georges	0	12/31/2022	2421	25959	12549	44743	44743	130	130
168937100	Larkin Chase Center	15005 Health Center Drive	Bowie	Prince Georges	0	12/31/2022	1445	12165	3856	17995	17995	120	120
166737800	Sacred Heart Home_ Inc.	5805 Queens Chapel Road	Hyattsville	Prince Georges	0	12/31/2022	2427	13525	0	16019	16019	102	102
300156300	Villa Rosa Nursing and Rehabilitation	3800 Lottsford Vista Road	Mitchellville	Prince Georges	0	12/31/2022	1066	19799	6522	27637	27637	107	107
							53091	461861	303132	875437	856597	2836	2898

Source: 2022 Medicaid Cost Reports

Prov. No.	Name	Lic. Comp. beds EOY	Lic. Comp. & NC beds EOY	Avail. Comp. Days*	Avail. Comp. & NC days	Comp. % occupancy	Comp. & NC occupancy	MA Hospice days	MCO days
160468600	Adelphi Nursing and Rehabilitation Center_ LLC	170	170	62050	62050	0.944496374	0.944496374	1582	3343
999361400	Autumn Lake Healthcare at Bradford Oaks	180	180	65700	65700	0.857229833	0.857229833	4108	0
888733100	Autumn Lake Healthcare at Patuxent River	177	177	32742	32742	0.821727445	0.821727445	156	0
160033800	Autumn Lake Healthcare at Cherry Lane	155	155	56575	56575	0.95471498	0.95471498	123	0
510635400	Cadia Healthcare - Hyattsville	280	280	102200	102200	0.877896282	0.877896282	591	0
411115000	Clinton Nursing and Rehabilitation Center	267	267	97455	97455	0.881073316	0.881073316	512	4142
333180600	Crescent Cities Nursing and Rehabilitation Center	158	158	57286	57286	0.959082498	0.959082498	3486	796
818989700	Doctors Community Rehab. & Patient Care Center	130	130	47450	47450	0.941032666	0.941032666	649	852
414431700	Forestville Health and Rehabilitation Center	162	162	59130	59130	0.852409944	0.852409944	2691	3118
414429500	Fort Washington Health and Rehabilitation Center	150	150	54750	54750	0.907908676	0.907908676	461	1693
280024100	FutureCare - Capital Region	150	150	54750	54750	0.888109589	0.888109589	248	317
160077000	FutureCare - Pineview	180	180	65700	65700	0.831811263	0.831811263	132	399
510638900	Hillhaven Assisted Living_ Nursing & Rehab. Center	66	128	24090	46720	0.871066833	0.85239726	0	0
444248200	Hyattsville Nursing and Rehabilitation Center_ LLC	160	160	58400	58400	0.938527397	0.938527397	2659	1795
799044800	Largo Nursing and Rehabilitation Center_ LLC	130	130	47450	47450	0.942950474	0.942950474	3049	765
168937100	Larkin Chase Center	0	0	19680	19680	0.914380081	0.914380081	60	469
166737800	Sacred Heart Home_ Inc.	44	44	21918	21918	0.73086048	0.73086048	67	0
300156300	Villa Rosa Nursing and Rehabilitation	107	107	39055	39055	0.707643067	0.707643067	250	0
		2666	2728	966381	989011	0.886396773	0.885164068	20824	17689

Source: 2022 Medicaid Cost Reports

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## **Exhibit 20**

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Filtered for Prince George's County  
2021 MHCC LTC Survey  
Worksheet 1

Facility Type as of 12_31_20	County	Current Name	Lic Beds 2022 Report	Cost	Lic Beds					Total Licensed Beds (EDO2021)	Semi				Semi		
					Lic Beds (BDO2021) _Compreh _Comp	Lic Beds (EDO2021) _Comp	Lic Beds (EDO2021) Private Room	Lic Beds (EDO2021) Semi Private Room	Lic Beds (EDO2021) Triple Room		Lic Beds (EDO2021) Quad Room	Private Room_Pri vate Toilet	Private Room_Pri vate Toilet	Triple Room_Pri vate Toilet	Quad Room_Pri vate Toilet	Private Room_Sha red Toilet	Private Room_Sha red Toilet
1 16		Clinton Healthcare Center	267		267	267	8	136	111	12	267	0	1	4	2	4	34
1 16		Cadia Healthcare - Hyattville	280		280	280	224	56	0	0	280	7	23	0	0	62	0
1 16		Hillhaven Assisted Living Nursing & Rehabilitation	66		66	66	10	56	0	0	66	10	2	0	0	0	16
1 16		Genesis Doctors Community Rehabilitation and Patie	130		130	130	86	44	0	0	130	86	22	0	0	0	0
1 16		Adelphi Nursing and Rehabilitation center	170		170	170	1	64	105	0	170	0	2	6	0	1	13
1 16		Hyattsville Rehab Center	160		160	160	12	136	12	0	160	5	13	1	0	6	57
1 16		Forestville Health & Rehabilitation Center	162		162	162	1	68	93	0	162	1	0	0	0	0	34
1 16		Sacred Heart Home, Inc.	44		102	102	96	6	0	0	102	9	0	0	0	25	2
1 16		Autumn Lake Healthcare at Bradford Oaks	180		180	180	6	174	0	0	180	6	29	0	0	0	58
1 16		Villa Rosa Nursing Home	107		107	107	57	50	0	0	107	7	3	0	0	25	22
1 16		Largo Nursing and Rehabilitation Center	130		130	130	11	92	27	0	130	11	21	0	0	0	19
1 16		Patuxent River Health and Rehabilitation Center	177		153	153	15	102	36	0	153	14	18	12	0	1	17
1 16		Fort Washington Health Center	150		150	150	6	96	0	48	150	6	0	0	0	0	24
1 16		FutureCare-Pineview	180		180	180	9	120	39	12	180	9	14	13	3	0	23
1 16		Autumn Lake Healthcare at Cherry Lane	155		155	155	7	76	72	0	155	7	35	24	0	6	35
1 16		Collington Episcopal Life Care Community	#N/A		44	44	34	10	0	0	44	34	0	0	0	0	5
1 16		Genesis Larkin Chase Nursing and Restorative Cente	0		120	120	8	112	0	0	120	8	56	0	0	0	0
1 16		Crescent Cities Center	158		150	150	24	126	0	0	150	4	12	0	0	0	28
1 16		Riderwood Village	#N/A		117	117	117	0	0	0	117	117	0	0	0	117	0
1 16		FutureCare at Capital Region	150		150	150	82	68	0	0	150	82	34	0	0	0	0
	PG		20	2666	2973	2973	814	1592	495	72	2973	423	285	60	5	247	387
		Per Nursing Home Assn				2666	27%	54%	17%	2%		14%	10%	2%	0%	8%	13%

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2021 MHCC LTC Survey  
Worksheet 1

Facility	Type as of	12_31_20	21	County	Current Name	Triple Room_Sha red Toilet	Quad Room_Sha red Toilet	Physical Capacity	No Res BDO2021_ Comp	No Adm Year 2021_Com p	No Dis Year 2021_Com p	No Deaths Year 2021_Com p	No Res EDO2021 _Comp Care	Total Patient Days_Com p	CCRC Facility?	percent Occ	No of Patients Admitted	DBR_Priva te Room_Co mp Care_Min	DBR_Semi _Private mp Care_Min	DBR_Tripl e Room_Co mp Care_Min	
	1	16			Clinton Healthcare Center	16	1	267	218	603	543	47	231	83948	0	86%		604	352	318	
	1	16			Cadia Healthcare - Hyattville	0	0	280	256	395	394	19	238	89759	0	88%		441	441	441	
	1	16			Hillhaven Assisted Living Nursing & Rehabilitation	0	0	66	4	344	260	31	57	19813	0	82%		450	399	0	
	1	16			Genesis Doctors Community Rehabilitation and Patie	0	0	130	120	693	708	21	84	44255	0	93%		569	437	0	
	1	16			Adelphi Nursing and Rehabilitation center	14	0	170	41	528	503	11	55	50192	0	81%		408	388	359	
	1	16			Hyattsville Rehab Center	3	0	160	148	198	176	16	154	27518	0	47%		416	388	360	
	1	16			Forestville Health & Rehabilitation Center	31	0	172	132	427	382	35	142	51400	0	87%		603	536	335	
	1	16			Sacred Heart Home, Inc.	0	0	102	52	16	13	8	47	18058	0	49%		311	311	0	
	1	16			Autumn Lake Healthcare at Bradford Oaks	0	0	230	82	481	369	39	155	53526	0	81%		438	407	0	
	1	16			Villa Rosa Nursing Home	0	0	107	65	122	93	23	71	23716	0	61%		389	361	0	
	1	16			Largo Nursing and Rehabilitation Center	5	0	130	114	488	436	52	114	42943	0	91%		388	373	373	
	1	16			Patuxent River Health and Rehabilitation Center	0	0	153	97	317	259	34	121	36514	0	65%		302	575	805	
	1	16			Fort Washington Health Center	0	12	150	123	512	464	40	131	47307	0	86%		334	327	0	
	1	16			FutureCare-Pineview	0	0	180	142	318	272	49	139	51054	0	78%		356	353	353	
	1	16			Autumn Lake Healtcare at Cherry Lane	24	0	155	149	492	462	31	148	52416	0	93%		550	425	275	
	1	16			Collington Episcopal Life Care Community	0	0	44	10	158	143	10	15	6661	1	41%	13	326	282	0	
	1	16			Genesis Larkin Chase Nursing and Restorative Cente	0	0	120	92	430	391	27	104	37435	0	85%		509	459	0	
	1	16			Crescent Cities Center	0	0	150	150	579	537	42	150	52502	0	96%		407	387	0	
	1	16			Riderwood Village	0	0	117	62	415	355	57	65	31436	1	74%	26	239	0	0	
	1	16			FutureCare at Capital Region	0	0	150	109	646	613	29	113	47075	0	86%		460	410	0	
	PG					20	93 3%	13 0%	3033	2166	8162	7373	621	2334	867528	2	80%	39	8500	7611	3619
					Per Nursing Home Assn																

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2021 MHCC LTC Survey  
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Facility Type as of 12_31_20	21	County	Current Name	DBR_Priva	DBR_Semi	DBR_Tripl	DBR_Quad	Daily	Daily	Daily	Daily	Secure Alzheimer s Unit?	PPSV_Adu eimer's Care	PPSV_Bar ber Shop	PPSV_Bea uty Shop	PPSV_Cat heter Care			
				te	_Private	e	te	Daily	Daily	Daily	Daily								
				Room_Co	Room_Co	Room_Co	Room_Co	Rates_Vet	Rates_Vet	Rates_Me	Rates_Me								
				mp	mp	mp	mp	erans	erans	dicare_Mi	dicare_Ma		ItDay						
				Care_Min	Care_Max	Care_Max	Care_Max	Adm_Min	Adm_Max	n	x								
	1	16	Clinton Healthcare Center	267	604	352	318	267	0	0	474	1151	0	0	1	1	1		
	1	16	Cadia Healthcare - Hyattville	441	625	625	625	625	0	0	353	1598	1	0	1	1	1		
	1	16	Hillhaven Assisted Living Nursing & Rehabilitation	0	505	399	0	0	0	0	501	709	0	0	1	1	1		
	1	16	Genesis Doctors Community Rehabilitation and Patie	0	586	461	0	0	0	0	569	625	0	0	0	1	1		
	1	16	Adelphi Nursing and Rehabilitation center	0	421	411	411	0	209	469	334	1418	0	0	0	1	0		
	1	16	Hyattsville Rehab Center	0	416	388	360	0	266	311	369	1521	0	0	1	1	1		
	1	16	Forestville Health & Rehabilitation Center	314	603	536	335	314	0	0	477	1094	0	0	1	1	1		
	1	16	Sacred Heart Home, Inc.	0	311	311	0	0	0	0	0	0	0	0	1	1	1		
	1	16	Autumn Lake Healthcare at Bradford Oaks	0	438	407	0	0	0	0	100	1373	0	0	0	1	1		
	1	16	Villa Rosa Nursing Home	0	389	361	0	0	0	0	0	0	0	0	1	1	1		
	1	16	Largo Nursing and Rehabilitation Center	0	412	373	373	0	459	459	459	1442	0	0	1	1	1		
	1	16	Patuxent River Health and Rehabilitation Center	0	302	575	805	0	0	0	355	750	0	0	1	1	1		
	1	16	Fort Washington Health Center	314	334	327	0	314	0	0	455	940	0	0	1	1	1		
	1	16	FutureCare-Pineview	353	366	363	363	363	427	450	620	765	0	0	1	1	1		
	1	16	Autumn Lake Healtcare at Cherry Lane	0	550	450	275	0	0	0	494	1472	0	0	0	1	1		
	1	16	Collington Episcopal Life Care Community	0	326	282	0	0	0	0	354	354	0	0	1	0	1		
	1	16	Genesis Larkin Chase Nursing and Restorative Cente	0	529	459	0	0	0	0	491	1067	0	0	0	1	1		
	1	16	Crescent Cities Center	0	421	419	0	0	0	0	594	639	0	0	1	0	0		
	1	16	Riderwood Village	0	455	0	0	0	0	0	240	618	0	0	1	1	1		
	1	16	FutureCare at Capital Region	0	470	420	0	0	0	0	585	674	0	0	1	1	1		
		PG		20	1689	9063	7919	3865	1883	1361	1689	7824	18210	1	0	15	18	18	20

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Facility Type as of 12_31_20	County	Current Name	PPSV_Cen	PPSV_Colo	PPSV_Con	PPSV_Dec	PPSV_De	PPSV_Inco					PPSV_One		PPSV_Pedi	
			tral IV Therapy	stomy Care	gregate Meals	ubitus Care	mentia Care	PPSV_Dial ysis	PPSV_Dis pense Meds	PPSV_Ho meHealth	PPSV_Hos pice Care	ntinence Care	PPSV_Lau ndry	PPSV_Occ upational Therapy		or more meals per day
1 16		Clinton Healthcare Center	1	1	1	1	1	0	1	0	1	1	1	1	1	0
1 16		Cadia Healthcare - Hyattville	1	1	1	1	1	1	1	0	1	1	1	1	1	0
1 16		Hillhaven Assisted Living Nursing & Rehabilitation	1	1	1	1	1	0	1	0	1	1	1	1	1	0
1 16		Genesis Doctors Community Rehabilitation and Patie	1	1	0	1	1	0	1	0	1	1	1	1	1	0
1 16		Adelphi Nursing and Rehabilitation center	1	1	0	1	0	1	1	0	1	1	1	1	1	0
1 16		Hyattsville Rehab Center	1	1	1	1	1	0	1	1	1	1	1	1	1	0
1 16		Forestville Health & Rehabilitation Center	1	1	1	1	1	0	1	0	1	1	1	1	1	1
1 16		Sacred Heart Home, Inc.	0	1	1	1	1	0	1	0	1	1	1	1	1	0
1 16		Autumn Lake Healthcare at Bradford Oaks	1	1	1	1	0	1	1	1	1	1	1	1	1	0
1 16		Villa Rosa Nursing Home	1	1	1	1	1	0	1	0	1	1	1	1	1	0
1 16		Largo Nursing and Rehabilitation Center	1	1	1	1	1	0	1	0	1	1	1	1	1	0
1 16		Patuxent River Health and Rehabilitation Center	1	1	1	1	1	0	1	0	1	1	1	1	1	0
1 16		Fort Washington Health Center	1	1	1	1	1	0	1	0	1	1	1	1	1	0
1 16		FutureCare-Pineview	1	1	1	1	1	1	1	0	1	1	1	1	1	0
1 16		Autumn Lake Healtcare at Cherry Lane	1	1	1	1	1	0	1	1	1	1	1	1	1	0
1 16		Collington Episcopal Life Care Community	1	1	1	1	1	0	1	1	1	1	1	1	1	0
1 16		Genesis Larkin Chase Nursing and Restorative Cente	1	1	0	1	1	0	1	0	1	1	1	1	1	0
1 16		Crescent Cities Center	1	1	1	1	1	0	1	0	1	1	1	1	1	0
1 16		Riderwood Village	1	1	1	1	1	0	1	1	1	1	1	1	1	0
1 16		FutureCare at Capital Region	1	1	1	1	1	1	1	0	1	1	1	1	1	0
PG			20	19	20	17	20	18	5	20	5	20	20	20	20	1

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2021 MHCC LTC Survey  
Worksheet 1

Facility Type as of 12_31_20	County	Current Name	PPSV_Peritoneal		PPSV_Physical		PPSV_Psychogeriatric		PPSV_Respiratory		PPSV_Speech/Language		PPSV_Total		PPSV_Tracheostomy		PPSV_Ventilator	
			PPSV_Peripheral IV Therapy	Dialysis Care	PPSV_Personal Care	Therapy	PPSV_Psychogeriatric Service	PPSV_Rehab Care	PPSV_Respiratory Therapy	PPSV_Respite Care	PPSV_Speech Therapy	PPSV_Suctioning	PPSV_Parental Nutrition	PPSV_Care	PPSV_Transportation	PPSV_Tube Feeding	PPSV_Care	
1 16		Clinton Healthcare Center	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0
1 16		Cadia Healthcare - Hyattsville	1	0	1	1	1	1	1	1	1	1	1	0	1	1	1	1
1 16		Hillhaven Assisted Living Nursing & Rehabilitation	1	0	1	1	1	1	1	1	1	1	0	0	0	1	1	0
1 16		Genesis Doctors Community Rehabilitation and Patie	1	0	1	1	1	1	1	1	1	1	1	0	1	1	1	0
1 16		Adelphi Nursing and Rehabilitation center	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0
1 16		Hyattsville Rehab Center	1	0	1	1	1	1	1	1	1	1	1	1	0	1	1	0
1 16		Forestville Health & Rehabilitation Center	1	0	1	1	1	1	0	1	1	1	1	1	1	1	1	0
1 16		Sacred Heart Home, Inc.	0	0	1	1	1	1	1	1	1	1	1	0	0	0	0	0
1 16		Autumn Lake Healthcare at Bradford Oaks	1	0	1	1	1	1	1	0	1	1	1	0	0	0	1	0
1 16		Villa Rosa Nursing Home	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0
1 16		Largo Nursing and Rehabilitation Center	1	1	1	1	1	1	1	1	1	1	1	0	1	0	1	1
1 16		Patuxent River Health and Rehabilitation Center	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0
1 16		Fort Washington Health Center	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0
1 16		FutureCare-Pineview	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1 16		Autumn Lake Healthcare at Cherry Lane	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0
1 16		Collington Episcopal Life Care Community	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0
1 16		Genesis Larkin Chase Nursing and Restorative Cente	1	0	1	1	1	1	1	1	1	1	0	1	0	1	1	0
1 16		Crescent Cities Center	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0
1 16		Riderwood Village	1	0	1	1	1	1	1	1	1	1	1	0	1	1	1	0
1 16		FutureCare at Capital Region	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1
PG			20	19	1	20	20	20	20	18	20	20	19	13	16	15	19	4

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Facility Type as of 12_31_20	County	Current Name	PPSC_Wan der Guard or Similar System	HospiceCo ntract	HAAmedis ys Hospice of Greater Chesapeak e	HACalvert HospiceInc	HACapital Caring Hospice	HACarolin e Hospice Foundatio n Inc	HACarroll Hospice	HAChester River Home Care & Hospice	HACoastal HospiceInc MD	HACommu nity Hospice of Palliative Care	HAEvercar and HAGilchris t Hospice Care	HAHeartla nd Hospice Beltsville	HAHeartla nd Hospice- Baltimore	HAHoly Cross Home Care & Hospice Agency
1 16		Clinton Healthcare Center	1	0	0	0	1	0	0	0	0	0	0	0	0	0
1 16		Cadia Healthcare - Hyattville	1	0	0	0	0	0	0	0	0	0	0	0	1	0
1 16		Hillhaven Assisted Living Nursing & Rehabilitation	1	0	1	0	0	0	0	0	0	0	0	0	1	0
1 16		Genesis Doctors Community Rehabilitation and Patie		0	1	0	1	0	0	0	0	0	0	0	1	0
1 16		Adelphi Nursing and Rehabilitation center	1	0	0	0	1	0	0	0	0	0	0	0	0	0
1 16		Hyattsville Rehab Center	1	0	0	0	1	0	0	0	0	0	0	0	0	0
1 16		Forestville Health & Rehabilitation Center	1	0	0	0	1	0	0	0	0	0	0	0	0	0
1 16		Sacred Heart Home, Inc.	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1 16		Autumn Lake Healthcare at Bradford Oaks	1	0	0	0	1	0	0	0	0	0	0	0	0	0
1 16		Villa Rosa Nursing Home	1	0	0	0	1	0	0	0	0	0	0	0	1	0
1 16		Largo Nursing and Rehabilitation Center	1	0	0	0	1	0	0	0	0	0	0	0	0	0
1 16		Patuxent River Health and Rehabilitation Center	1	0	1	0	0	0	0	0	0	0	0	0	1	0
1 16		Fort Washington Health Center	1	0	0	0	1	0	0	0	0	0	0	0	0	0
1 16		FutureCare-Pineview	1	0	0	0	1	0	0	0	0	1	0	0	0	0
1 16		Autumn Lake Healtcare at Cherry Lane	0	0	1	0	0	0	0	0	0	0	0	0	0	0
1 16		Collington Episcopal Life Care Community	1	0	1	0	1	0	0	0	0	0	0	0	0	0
1 16		Genesis Larkin Chase Nursing and Restorative Cente	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1 16		Crescent Cities Center	1	0	0	0	1	0	0	0	0	0	0	0	0	0
1 16		Riderwood Village	1	0	0	0	0	0	0	0	0	0	0	0	0	1
1 16		FutureCare at Capital Region	1	0	0	0	0	0	0	0	0	0	0	0	0	0
PG			20	18	0	5	0	12	0	0	0	1	0	0	4	1

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Facility Type as of 12_31_20	County	Current Name	Professional Healthcare Resources														
			HAHospice Caring Inc	HAHospice of Charles CountyInc	HA Hospice of Frederick CountyInc	HA Hospice of Garrett CountyInc	HAHospice of Queen Annes Inc	HAHospice of St Marys	HAHospice of the Chesapeak eInc	HAHospice of Washingto n County Inc	HA Jewish Social Agency Hospice	HAJoseph Richey HospiceInc	HAMontg omery Hospice Inc	of Baltimore Home Care	HASeason s Hospice of Maryland	HAShore Home Care Hospice	HASTella MarisInc
1 16		Clinton Healthcare Center	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0
1 16		Cadia Healthcare - Hyattville	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0
1 16		Hillhaven Assisted Living Nursing & Rehabilitation	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0
1 16		Genesis Doctors Community Rehabilitation and Patie	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
1 16		Adelphi Nursing and Rehabilitation center	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1 16		Hyattsville Rehab Center	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0
1 16		Forestville Health & Rehabilitation Center	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
1 16		Sacred Heart Home, Inc.	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
1 16		Autumn Lake Healthcare at Bradford Oaks	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0
1 16		Villa Rosa Nursing Home	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0
1 16		Largo Nursing and Rehabilitation Center	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
1 16		Patuxent River Health and Rehabilitation Center	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0
1 16		Fort Washington Health Center	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
1 16		FutureCare-Pineview	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0
1 16		Autumn Lake Healtcare at Cherry Lane	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1 16		Collington Episcopal Life Care Community	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0
1 16		Genesis Larkin Chase Nursing and Restorative Cente	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0
1 16		Crescent Cities Center	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0
1 16		Riderwood Village	0	0	0	0	0	0	0	0	1	0	1	0	1	0	0
1 16		FutureCare at Capital Region	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0
PG			20	0	0	0	0	0	11	0	1	0	4	1	15	0	0

Per Nursing Home Assn

Facility Type as of 12_31_20	County	Current Name	HATalbot Hospice Foundation Inc	HAWestern Maryland Health System Hospice Services
21	1 16	Clinton Healthcare Center	0	0
	1 16	Cadia Healthcare - Hyattville	0	0
	1 16	Hillhaven Assisted Living Nursing & Rehabilitation	0	0
	1 16	Genesis Doctors Community Rehabilitation and Patie	0	0
	1 16	Adelphi Nursing and Rehabilitation center	0	0
	1 16	Hyattsville Rehab Center	0	0
	1 16	Forestville Health & Rehabilitation Center	0	0
	1 16	Sacred Heart Home, Inc.	0	0
	1 16	Autumn Lake Healthcare at Bradford Oaks	0	0
	1 16	Villa Rosa Nursing Home	0	0
	1 16	Largo Nursing and Rehabilitation Center	0	0
	1 16	Patuxent River Health and Rehabilitation Center	0	0
	1 16	Fort Washington Health Center	0	0
	1 16	FutureCare-Pineview	0	0
	1 16	Autumn Lake Healthcare at Cherry Lane	0	0
	1 16	Collington Episcopal Life Care Community	0	0
	1 16	Genesis Larkin Chase Nursing and Restorative Cente	0	0
	1 16	Crescent Cities Center	0	0
	1 16	Riderwood Village	0	0
	1 16	FutureCare at Capital Region	0	0
	PG		20	0

Per Nursing Home Assn

Filtered for Prince Georges County  
2021 MHCC LTC Survey  
Worksheet 2

Provider number	Facility Type as of 12_31_20	Facility Current Name	Facility Street1	Facility Street2	Facility City	Facility State	Facility Zip Code	County of Care PG=16	Facility's WEB Address	Facility's Main Telephone Number	Facility Fax Number	Mail Recipient's Prefix	Name of Recipient	Recipient Organization	Facility Mailing Street or PO Box .1	Facility Mailing Street or PO Box .2	Facility Mailing City	Facility Mailing State	Facility Mailing ZipCode
411115000	1	Clinton Healthcare Center	9211 Stuart Lane		Clinton	MD	20735	16	www.comr	301868360	3018686763								
510635400	1	Cadia Healthcare - Hyattville	4922 LaSalle Road		Hyattsville	MD	20782	16	www.cadia	301864233	3018641130								
510638900	1	Hillhaven Assisted Living Nursing & Re	3210 Powder Mill Road		Adelphi	MD	20783	16	www.hillha	301937393	3019378798								
818989700	1	Genesis Doctors Community Rehabilit	6710 Mallery Drive		Lanham	MD	20706	16	www.genes	301552200	3015529380								
160468600	1	Adelphi Nursing and Rehabilitation ce	1801 Metzert Road		Adelphi	MD	20783	16	www.adelp	301434050	3014310794								
444248200	1	Hyattsville Rehab Center	6500 Riggs Road		Hyattsville	MD	20783	16		301559030	3015593649								
414431700	1	Forestville Health & Rehabilitation Ce	7420 Marlboro Pike		Forestville	MD	20747	16	www.comr	301736024	3017361129								
166737800	1	Sacred Heart Home, Inc.	5805 Queens Chapel R		Hyattsville	MD	20782	16	www.sacre	301277650	3012773181								
999361400	1	Autumn Lake Healthcare at Bradford	7520 Surratts Road		Clinton	MD	20735	16		301856166	3018563228								
300156300	1	Villa Rosa Nursing Home	3800 Lottsford Vista Ro		Mitchellville	MD	20721	16	www.fundl	301459470	3014590038								
799044800	1	Largo Nursing and Rehabilitation Cent	600 Largo Road		Largo	MD	20774	16	www.largo	410866034	301808047	Mr.	Julian A. Nw	Largo Nursi	600 Largo Road		Largo	MD	20774
406160800	1	Patuxent River Health and Rehabilitat	14200 Laurel Park Drive		Laurel	MD	20707	16	www.savas	410792471	4108803178								
414429500	1	Fort Washington Health Center	12021 Livingston Road		Fort Washir	MD	20744	16	www.comr	301292030	3012922986								
160077000	1	FutureCare-Pineview	9106 Pineview Lane		Clinton	MD	20735	16	www.futur	410880435	3018560577								
160033800	1	Autumn Lake Healtcare at Cherry Lan	9001 Cherry Lane		Laurel	MD	20708	16	AutumnLak	301498855	3018233712								
160027300	1	Collington Episcopal Life Care Commu	10450 Lottsford Road		Mitchellville	MD	20721	16	www.collin	301541502	3019257588								
168937100	1	Genesis Larkin Chase Nursing and Res	15005 Health Center Dr		Bowie	MD	20716	16	genesishcc	301805607	3018059856								
333180600	1	Crescent Cities Center	4409 East West Highwa		Riverdale	MD	20737	16		301699200	3016997786								
407335500	1	Riderwood Village	3160 Gracefield Road		Silver Sprin	MD	20904	16	www.riderv	301572831	301572841	Mrs.	Lori Lusby F	Riderwood	3160 Gracefield Road		Silver Sprin	MD	20904
280024100	1	FutureCare at Capital Region	1051 BRIGHTSEAT ROA		Landover	MD	20785	16	www.futur	240487440	2404874401								

Filtered for Prince Georges County  
2021 MHCC LTC Survey  
Worksheet 2

Provider number	Facility Type as of 12_31_20	Current Name	Administator's Prefix	Name of Administrat	Administator's Telephone Number	Administator's Telephone Ext Num	Date Facility First Opened_ month	Date Facility First Opened_y ear	Ceased Operation in 2021?	Ownership Change?	Cur Ownership Name	Cur Ownership Street Address	Cur Ownership City	Cur Ownership State	Cur Ownership Zip Code	Cur Ownership Phone Number	Cur Ownership E_mail Address	Type of Bus Org	Nursing Home Chain
411115000	1	Clinton Healthcare Center	Mr.	Wilber Gale	301868360	226	01	1965	0	0							None	05	1
510635400	1	Cadia Healthcare - Hyattville	Mr.	Aaron Smtil	301864233	1197	06	1996	0	0							None	05	1
510638900	1	Hillhaven Assisted Living Nursing & Re	Mr.	John Holly	301937393	1001	04	1978	0	0							None	06	1
818989700	1	Genesis Doctors Community Rehabil	Mr.	Maurice Mr	301552200	5541	01	1963	0	0							None	05	1
160468600	1	Adelphi Nursing and Rehabilitation ce	Mr.	Alphonson .	301434050	3612	06	1974	0	0							None	05	0
444248200	1	Hyattsville Rehab Center	Mr.	John Brice	301559030	201	01	1964	0	0							None	05	0
414431700	1	Forestville Health & Rehabilitation Ce	Ms.	Elizabeth N	301736024	113	11	1966	0	0							None	05	1
166737800	1	Sacred Heart Home, Inc.	Sister	Vacha Klud:	301277650	103	10	1926	0	0							None	05	0
999361400	1	Autumn Lake Healthcare at Bradford	Mr.	Forrest Eve	301856166	5735	10	1986	0	1	Autumn La	4201 US HV HOWELL	NJ	07731	301856166	ytendler@a	05	0	
300156300	1	Villa Rosa Nursing Home	Mr.	barry grofic	301459470	115	04	1967	0	0							None	05	0
799044800	1	Largo Nursing and Rehabilitation Cent	Mr.	Julian Nwol	301350555	1941	08	1976	0	0							None	03	1
406160800	1	Patuxent River Health and Rehabilitat	Mr.	Brian LeneF	410792471	3410	01	1971	0	0							None	03	1
414429500	1	Fort Washington Health Center	Ms.	Karen Boyc	301292030	118	10	1983	0	0							None	05	1
160077000	1	FutureCare-Pineview	Mrs.	Jodie Dyer	4108804353		10	1986	0	0							None	03	1
160033800	1	Autumn Lake Healtcare at Cherry Lan	Mr.	Michel Heft	301498855	232	07	1999	0	0							None	05	0
160027300	1	Collington Episcopal Life Care Commu	Mrs.	Megan Barl	301560360	4762	10	1988	0	0							None	04	0
168937100	1	Genesis Larkin Chase Nursing and Res	Mrs.	Stacey Radc	3018056070		05	1994	0	0							None	03	1
333180600	1	Crescent Cities Center	Mr.	Valantin Nd	301699200	3225	04	1999	0	0							None	02	1
407335500	1	Riderwood Village	Mrs.	Lori Lusby F	3015728318		11	2002	0	0							None	04	0
280024100	1	FutureCare at Capital Region	Mr.	Jahiri Guntf	240487440	17010	04	2018	0	0							None	05	1

Filtered for Prince Georges County  
2021 MHCC LTC Survey  
Worksheet 2

Provider number2	Facility Type as of 12_31_20	Name of Nursing Home Chain	Name of Nursing Home Chain_Other	National Provider Number?	National Provider Number_Comp	Medicare Provider Number_Comp	Medicare CARF certification	Joint Commission	Direct pay (LTC) EDO2021	Direct pay (HMO_MC) EDO2021	CNA Training Prog	Date Facility first Opened	Beg Date of Oper in 2021	End Date of Oper in 2021	Ownership Change Date
411115000	1	Clinton Healthcare Center	17		1437223427	215231	0	0	1	1	0	01/1965	1/1/2021	12/31/2021	
510635400	1	Cadia Healthcare - Hyattville	21		1487175998	215145	0	0	1	1	1	06/1996	1/1/2021	12/31/2021	
510638900	1	Hillhaven Assisted Living Nursing & Res	16	Meridian Senior Living	1124526348	215212	0	0	0	1	0	04/1978	1/1/2021	12/31/2021	
818989700	1	Genesis Doctors Community Rehabil	06		1891737573	215108	0	0	0	1	0	01/1963	1/1/2021	12/31/2021	
160468600	1	Adelphi Nursing and Rehabilitation ce			1013963313	215064	0	0	1	1	0	06/1974	1/1/2021	12/31/2021	
444248200	1	Hyattsville Rehab Center			1093348179	215024	0	0	1	1	0	01/1964	1/1/2021	12/31/2021	
414431700	1	Forestville Health & Rehabilitation Ce	17		1679750897	215020	0	0	1	1	0	11/1966	1/1/2021	12/31/2021	
166737800	1	Sacred Heart Home, Inc.			153815959	-1	0	0	0	0	0	10/1926	1/1/2021	12/31/2021	
999361400	1	Autumn Lake Healthcare at Bradford			1013593888	215165	0	0	0	1	0	10/1986	1/1/2021	12/31/2021	5/1/2021
300156300	1	Villa Rosa Nursing Home			1500831166	215350	0	0	1	1	0	04/1967	1/1/2021	12/31/2021	
799044800	1	Largo Nursing and Rehabilitation Cent	23		1760438949	215331	0	0	1	1	0	08/1976	1/1/2021	12/31/2021	
406160800	1	Patuxent River Health and Rehabilitat	18		1407977085	215141	0	0	1	1	0	01/1971	1/1/2021	12/31/2021	
414429500	1	Fort Washington Health Center	17		1669659884	215146	0	0	1	1	0	10/1983	1/1/2021	12/31/2021	
160077000	1	FutureCare-Pineview	05		1245234939	215328	0	0	0	1	0	10/1986	1/1/2021	12/31/2021	
160033800	1	Autumn Lake Healtcare at Cherry Lan			1629572508	215177	0	0	1	1	0	07/1999	1/1/2021	12/31/2021	
160027300	1	Collington Episcopal Life Care Commu			1790767952	215180	1	0	1	1	0	10/1988	1/1/2021	12/31/2021	
168937100	1	Genesis Larkin Chase Nursing and Res	06		1760598155	215264	0	0	0	1	0	05/1994	1/1/2021	12/31/2021	
333180600	1	Crescent Cities Center	23		1740759463	215323	0	0	1	1	0	04/1999	1/1/2021	12/31/2021	
407335500	1	Riderwood Village			1730146929	215343	0	0	1	1	0	11/2002	1/1/2021	12/31/2021	
280024100	1	FutureCare at Capital Region	05		1972016905	215364	0	0	0	1	0	04/2018	1/1/2021	12/31/2021	

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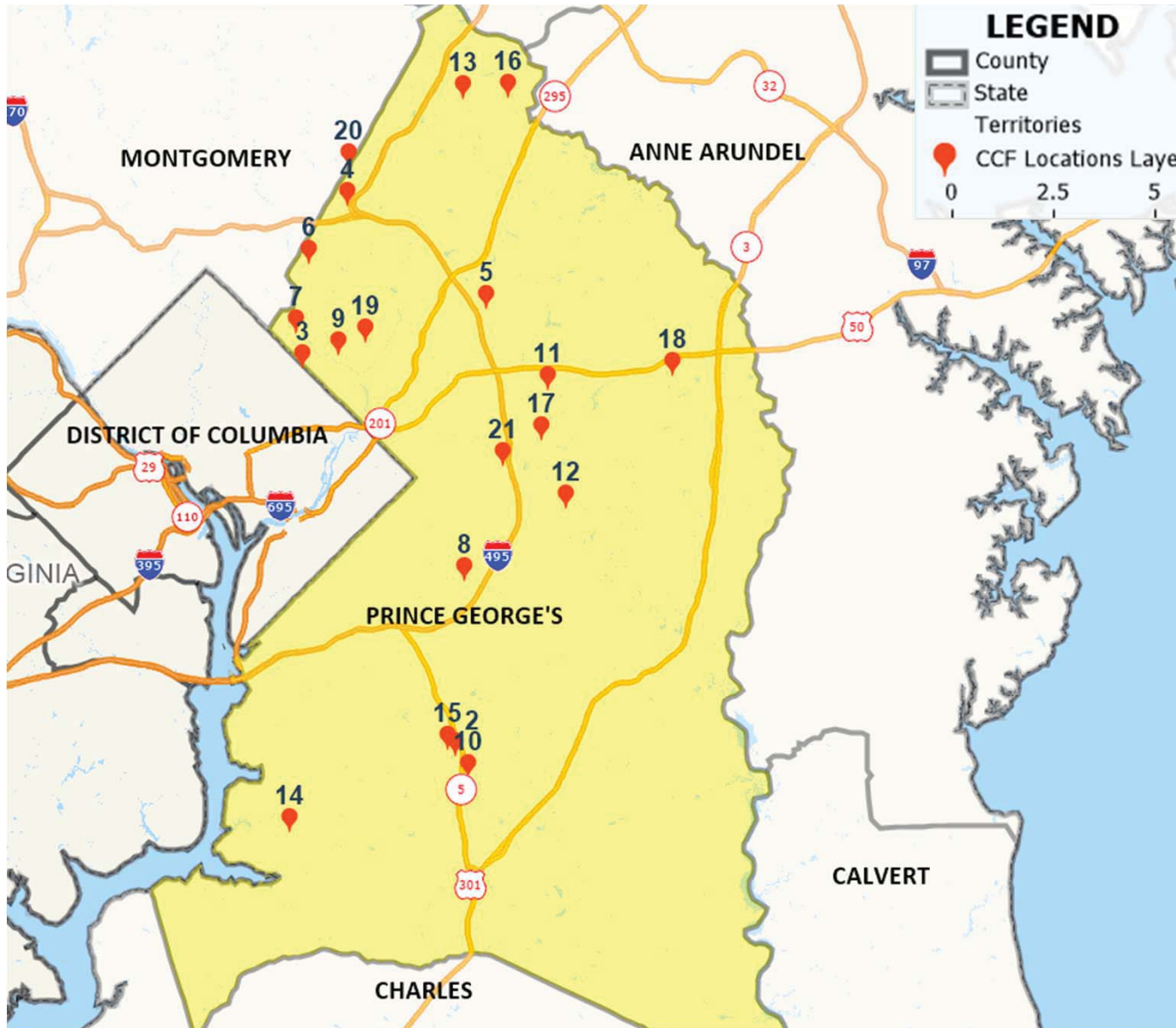
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## **Exhibit 21**

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# Map of All Prince George's Comprehensive Care Facilities



- KEY**
1. Clinton Healthcare Center
  2. Wye Oak Healthcare of Hyattsville
  3. Hillhaven Assisted Living Nursing & Rehabilitation
  4. Doctors Community Rehabilitation and Patient Care Center
  5. Heartland Health Care Center - Adelphi
  6. Manor Care Health Services- Hyattsville
  7. Forestville Health & Rehabilitation Center
  8. Sacred Heart Home, Inc.
  9. Genesis Bradford Oaks Center
  10. Villa Rosa Nursing Home
  11. Manor Care Health Services - Largo
  12. Patuxent River Health and Rehabilitation Center
  13. Fort Washington Health Center
  14. FutureCare-Pineview
  15. Autumn Lake Health Care at Cherry Lane
  16. Collington Episcopal Life Care Community
  17. Genesis Larkin Chase Nursing and Restorative Center
  18. Crescent Cities Center
  19. Riderwood Village
  20. FutureCare at Capital Region

Data source: 2018 Maryland Long-Term Care Survey



# Sterling Care Hillhaven: Patient Origin by County; 2024



MARYLAND

BALTIMORE

FREDERICK

BALTIMORE CITY

HOWARD

MONTGOMERY

ANNE ARUNDEL

LOUDOUN

DISTRICT OF COLUMBIA

ARLINGTON

VIRGINIA

FAIRFAX CITY

ALEXANDRIA

FAIRFAX

PRINCE GEORGE'S

MANASSAS PARK  
MANASSAS

PRINCE WILLIAM

CALVERT

FAUQUIER

CHARLES

**Sterling Care Hillhaven Patient Origin**

- County
- State
- Patients 2024
- 1 to 25
- 26 to 50
- 51+
- Other

0 7.5 15 Miles

SPOTSYLVANIA FREDERICKSBURG

KING GEORGE

ST. MARY'S

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## **Exhibit 22**

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February 15, 2024

Ms. Jeanne-Marie Gawel, Acting Chief  
Certificate of Need, Maryland Health Care Commission  
4160 Patterson Avenue  
Baltimore, MD 21215

**RE: Confirmation of Financial capacity of owners of Sterling Care Hillhaven to provide required equity financing for Certificate of Need Application for 32 in Adelphi, Prince Georges County**

Dear Ms. Gawel and Maryland Health Care Commissioners,

Over the past several years, we have had the privilege of working closely with all of the Sterling Care facilities, including Sterling Care Hillhaven, as well as the owners of Sterling Care, Jeff Kagan and Nathan Jakobovits. We are the CPA firm that prepares the audited and reviewed financials, as well as the tax returns, for the Sterling Care facilities. We are therefore very familiar with the financial operations of Sterling Care and its owners.

We understand that Hillhaven SNF Operator, LLC, d/b/a Sterling Care Hillhaven is applying for a Certificate of Need to construct new space to add 32 comprehensive care facility ( nursing home ) beds to Sterling Care Hillhaven in Adelphi, Maryland. We further understand that Hillhaven SNF Operator, LLC will incur total capital costs associated with the construction, equipment and financing of the project in the total amount of \$7,500,000 and that up to \$4,800,000 will be provided by a bank loan from Forbright Bank.

I can attest to the fact that owners Jeff Kagan and Nathan Jakobovits have access to sufficient cash to provide the required equity contribution balance of \$2,700,000. This is a strong company with a good reputation. Based on our knowledge of the company, I believe the owners will be able to handle this cash contribution in addition to making payments on the capital loan for the project and handling their other obligations.

Thank you for your time and attention. We look forward to working with Raleigh Radiology, LLC on this project.

Sincerely,



PEASE BELL CPAs

Cc: Sterling Care Hillhaven  
Jeff Kagan  
Nathan Jakobovits

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## **Exhibit 23**

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4445 Willard Ave, Suite 1000  
Chevy Chase, Maryland 20815

February 6, 2024

Sterling Senior Care  
709 Kersey Road  
Silver Spring, MD 20902

**RE: Sterling Care Hillhaven located at 3210 Powder Mill Road, Adelphi, MD (the "Facility")**

To Whom It May Concern:

Forbright Bank ("Forbright") is providing this letter to you at your request solely in connection with confirming the existence of financing for the Facility.

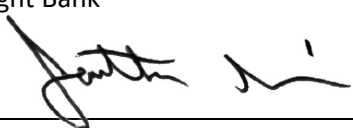
Forbright has made available to Hillhaven SNF Operator, LLC and Hillhaven ALF Operator, LLC ("OpCos") a revolving credit facility (the "Working Capital Facility") with a current maximum commitment amount of up to \$2,500,000.00 subject to a borrowing base formula of OpCo's net collectable accounts receivable, as calculated and represented by OpCo to provide working capital for the Facility. All advances under the Working Capital Facility are subject to OpCo's compliance with the terms and conditions set forth in the loan documentation.

Additionally, Forbright has extended a mortgage loan to Hillhaven SNF Realty, LLC ("PropCo") in the maximum principal amount of \$26,500,000.00, which includes up to \$4,800,000.00 (but not to exceed 80% of the estimated costs) to be used for capital expenditures to the Facility ("Renovation Loans"), including the addition of 34 skilled nursing beds. All advances of Renovation Loans are subject to PropCo's compliance with the terms and conditions set forth in the loan documentation.

If you have any questions concerning this letter, please call me directly at 774-364-4432.

Very truly yours,

Forbright Bank

By:   
Name: Jonathan Grenier  
Title: Authorized Signatory

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## **Exhibit 24**

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February 16, 2024

Jeanne-Marie Gawel, LNHA, MA, MGS  
Acting Chief, Certificate of Need  
4160 Patterson Avenue  
Baltimore, Maryland 21215  
[jeanne-marie.gawel@maryland.gov](mailto:jeanne-marie.gawel@maryland.gov)

Dear Ms. Gawel,

In my capacity as President of Adventist HealthCare Shady Grove Medical Center, I wish to offer my support for the expansion plans of Sterling Senior Care and in particular their desire to increase their Hillhaven facility by 34 beds. In recent years, Adventist HealthCare has fostered multiple professional connections with Sterling Senior Care. We have observed their professionalism and patient-centric care closely.

Quality partners like Sterling Senior Care are integral to the healthcare ecosystem. As we seek to optimize hospital bed utilization for only the highest acuity patients, we need trusted counterparts to whom we can discharge patients in need of skilled medical services. Having collaborated with Sterling Senior Care in the treatment of many people, we are most pleased with their proficient and responsive service levels.

As the region prepares for a continued population expansion, including a growing elderly population, the services of Sterling Senior Care will only become even more sought after.

We respectfully ask that you grant their request for favorable consideration of increased capacity. Should you wish to discuss this letter or any other elements of our relationship, I would be delighted to speak with you.

Kind regards,

A handwritten signature in black ink, appearing to read 'Daniel L. Cochran'. The signature is fluid and cursive.

Daniel L. Cochran  
President, Shady Grove Medical Center



Jeanne-Marie Gawel, LNHA, MA, MGS  
Acting Chief, Certificate of Need  
4160 Patterson Avenue  
Baltimore, Maryland 21215  
[jeanne-marie.gawel@maryland.gov](mailto:jeanne-marie.gawel@maryland.gov)

January 29, 2024

Dear Ms. Gawel,

I am writing to express my full support for Sterling Senior Care Hillhaven's application to increase its capacity by 34 beds. As the President of White Oak Medical Center, a valued healthcare institution in our community, I have witnessed firsthand the exceptional care and dedication provided by Sterling Senior Care.

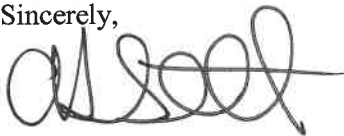
Our relationship with Sterling Senior Care has strengthened over the years, with a significant number of our discharged patients finding skilled nursing services at their facilities. We have consistently observed their professionalism, commitment to service, and responsiveness, which have greatly contributed to the well-being of our patients.

The recent acquisition of Hillhaven by Sterling Senior Care aligns well with the growing demands for healthcare services in our region. With the expansion of our medical center and the increasing residential population in the area, there is a pressing need for additional skilled nursing capacity. Sterling Senior Care has proven to be a trusted partner, and I am confident that they will continue to provide high-quality care to meet the needs of our community.

As our population continues to age, it is imperative that we ensure access to comprehensive medical services for our seniors. Sterling Senior Care exemplifies excellence in elder care, and their expansion efforts will undoubtedly benefit many individuals in need of specialized care.

I urge you to consider this application favorably and support Sterling Senior Care Hillhaven in their endeavor to increase their capacity. Should you have any questions or require further information, please do not hesitate to contact me at 240-637-5651.

Sincerely,



Anthony Stahl, PhD  
President, White Oak Medical Center







February 20, 2024

To Whom it May Concern:

On behalf of RNH Foundation, Inc., I am writing to convey our highest level of support for the application of Sterling Care Hillhaven to increase its licensed bed count at the Hillhaven location.

From 1977 through 2020, Rockville Nursing Home, Inc. operated a 100-bed skilled nursing facility which, for most of its existence, rated at or near the top of its peers across the state. As a small, standalone facility, the pandemic was particularly difficult, leading to its sale in 2020. (The proceeds of the sale were used to create RNH Foundation, Inc., which provides academic scholarships to deserving nursing students around the country.)

The facility was more than a building or employer – it was a community which fostered not only a warm and caring climate for its residents and their families, but also nurtured and celebrated the successes of its staff, many of whom were second generation members of their families to have served residents at that location. Ensuring our residents and staff would continue receiving outstanding, compassionate care was paramount to the Board as it contemplated a sale.

This devotion to continuity of care meant we placed as much emphasis on a buyer's demonstrated ability to provide the same level of care to its residents and staff as we did on its financial condition. As we worked with the management and key staff of Sterling Care, their passion for providing outstanding resident care in a supportive work environment was apparent. Having personally visited Sterling Care's Rockville location many times since the sale, I can attest that the physical improvements they made to the facility, together with the opportunities for career advancement they have provided to their nursing staff, have transformed the facility into a warm, welcoming, technologically advanced community in which residents thrive and which provides families peace of mind knowing their loved ones are receiving the modern, compassionate care they need and deserve. The Rockville location enjoys a wonderful reputation in the community, a product not only of the facility's outstanding staff, but also its management and administration.

Our experience with Sterling Care was (and continues to be) so impressive that we invited Jeff Kagan, its President, to join our Board. Through his work on the Board, I have come to know Mr. Kagan as an active, passionate participant in providing educational and career advancement opportunities for those in the nursing and allied health services throughout the State of Maryland.

Again, on behalf of RNH Foundation, Inc., I am delighted to convey our highest recommendation in support of Sterling Care's application to increase the licensed bed count at its Hillhaven location. The people in and around the Hillhaven facility need and deserve the best skilled nursing care, and, from the top down, Sterling Care's management and staff have proven their dedication and ability to providing world-class skilled nursing facilities.

Respectfully,

Robert A. Longest, Executive Director



February 5, 2024

Jeanne-Marie Gawel, LNHA, MA, MGS  
Acting Chief, Certificate of Need  
4160 Patterson Avenue  
Baltimore, Maryland 21215

VIA ELECTRONIC MAIL

Dear Ms. Gawel,

On behalf of LifeSpan Network, I'm writing to you to express LifeSpan's great support for the application of Sterling Care Hillhaven to increase its licensed bed count at the Hillhaven location.

As you may be aware, LifeSpan is the largest and most diverse senior care association in Maryland, representing more than 400 institutional members, including nursing homes, assisted living communities, retirement communities, home care providers, adult day care providers, hospice care providers, and other home and community-based services, providing services for more than 40,000 of Maryland's most vulnerable older adults. LifeSpan is the largest nursing home and assisted living community association in the State of Maryland.

Sterling has been a valued member of LifeSpan for more than eight years, and during that time, Sterling has provided outstanding care for Maryland's seniors and their families. It is our opinion that Sterling would be able to better meet the care needs of the Beltsville community and broader Prince George's County community if they are granted additional capacity through the Certificate of Need application process. Sterling is an outstanding company with a terrific track record of providing compassionate and quality care for Maryland's most vulnerable older adults.

Please feel free to contact me at any time if LifeSpan may be of further assistance in this matter. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Kevin D. Heffner" followed by a horizontal line.

Kevin D. Heffner, MAGS  
President and CEO

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## **Exhibit 25**

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## Kelly Ivey

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**From:** Jeff Kagan <JKagan@sterlingsr.com>  
**Sent:** Thursday, February 15, 2024 9:49 AM  
**To:** Nancy Lane  
**Subject:** FW: Hillhaven Nursing Home (Request for Assistance)  
**Attachments:** SE-4197 Declaration of Finality 02-03-1997.pdf

Regards,  
Jeff

### Jeff Kagan

President, Sterling Senior Care

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[410.207.4099](tel:410.207.4099) [410.877.6630](tel:410.877.6630) [410.877.6101](tel:410.877.6101)  
[jkagan@sterlingsr.com](mailto:jkagan@sterlingsr.com) [sterlingcarehealth.com](http://sterlingcarehealth.com)

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**From:** Robert Antonetti <rantonetti@shpa.com>  
**Date:** Wednesday, January 24, 2024 at 9:40 PM  
**To:** gsp@gsproctor.com <gsp@gsproctor.com>, Jeff Kagan <JKagan@sterlingsr.com>  
**Cc:** Sol Jurkanski <SJurkanski@sterlingsr.com>  
**Subject:** Hillhaven Nursing Home (Request for Assistance)

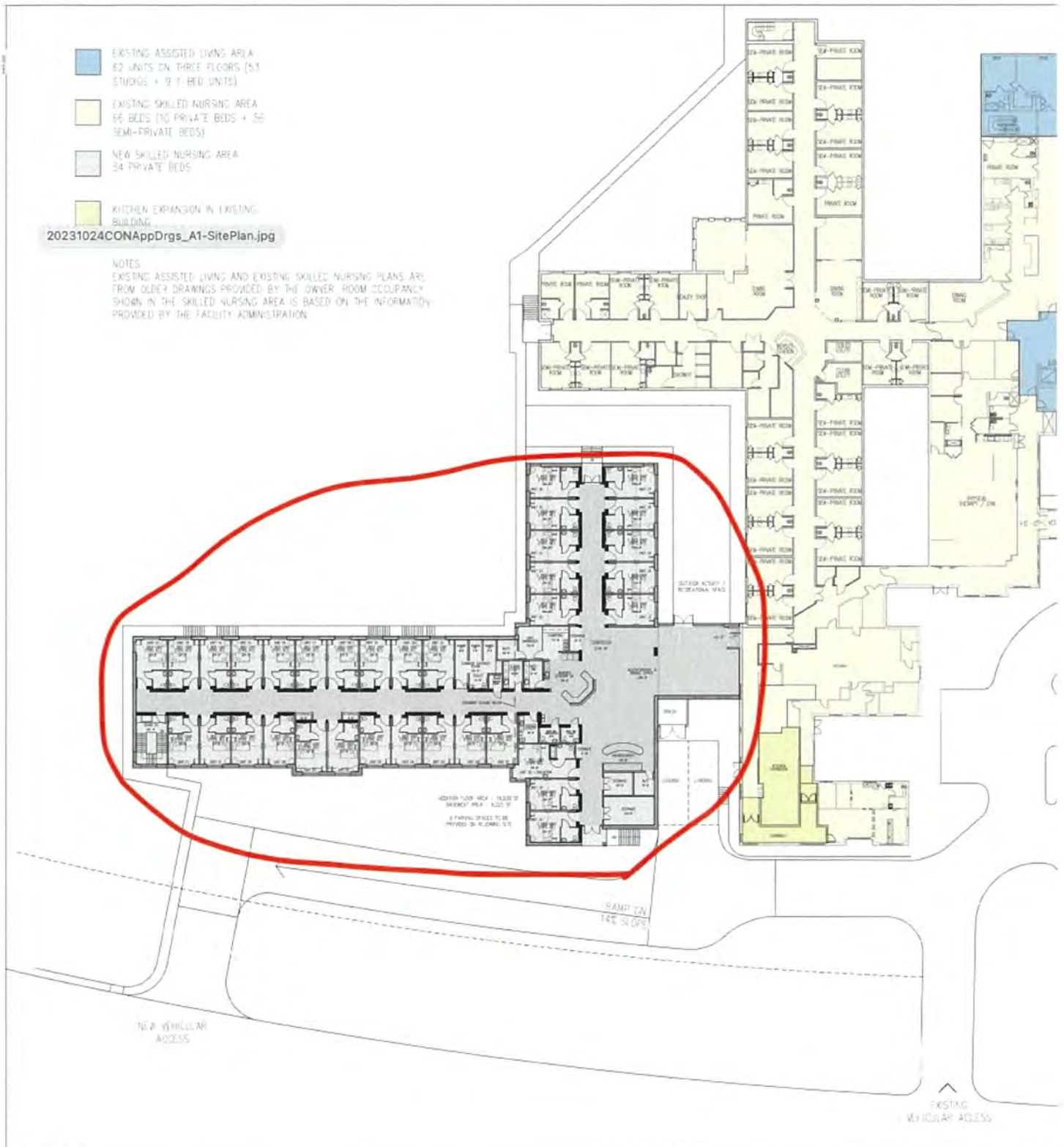
Hi Steve,

Thank you for speaking with me regarding the Hillhaven Nursing Home owned by Sterling Senior Care. I want to make an email introduction to Jeff Kagan, President of Sterling Senior Care. I have recommended to Jeff that he speak with you (on behalf of G.S. Proctor & Associates) about assistance with community outreach for a Preliminary Plan of Subdivision and Special Exception for expansion of the existing facility. For background, the existing nursing home is located at 3210 Powder Mill Road, Adelphi, MD 20783, just west of the intersection of Powder Mill Road and Pleasant Acres Drive. The nursing home consists of a 126 bed facility contained within an approximately 93,000 square foot building that exists pursuant to Special Exception SE-4197 approved on or about January 21, 1997 (original SE decision is attached).

Sterling Senior Care would like to request a revision to the approved special exception to add 34 (private) skilled nursing rooms in a 16,930 single-story addition to the main building. The addition would include a partial basement used mostly for storage and mechanical purposes. The addition would be located on abutting parcels of land fronting on Powder Mill Road. Development on these parcels would likely require the

filing of a preliminary plan of subdivision (since the expansion is more than 5,000 square feet) and occurring on a deed parcel adjacent to the existing facility.

Below is a screen shot of the potential floorplan with this expansion (circled in red and subject to further design changes):



81 SITE PLAN

The above expansion will require a revision of the current special exception. The Owner intends to file a Special Exception application using the Zoning Ordinance in effect prior to April 1, 2022. We will similarly look to file a preliminary plan of subdivision using the prior Subdivision Regulations (in effect prior to April 1, 2022).

The property is located in Tom Dernoga's district. We met with him at the end of last year and he said he was fine with the proposal provided there is no substantial citizen opposition. He requested that we meet with the following groups/owners:

- Hillandale Gardens
- Powder Mill Estates
- Cherry Glen
- Homes on Pleasant Valley and just to the south along Powder Mill Rd

We would like to know whether you feel your team could help coordinate our outreach to the above communities so Sterling Senior Care can most efficiently achieve its development objectives.

At your convenience, please let us know your thoughts. If you are available, please also let me know if you would like to jump on a call with Jeff to discuss next steps.

Thank you in advance for your assistance.

All the best,

Rob

Robert J. Antonetti, Jr., Esq.  
ShIPLEY & HORNE, P.A.  
1101 Mercantile Lane, Suite 240  
Largo, MD 20774  
phone: 301-925-1800  
fax: 301-925-1803

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## **Exhibit 26**

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America's  
**BEST**  
Nursing  
Homes

2023



**Sterling Care Bethesda**

is overjoyed to have been named the

**19th Best Nursing Home in Maryland**

for **2023** by Newsweek!

**TOP NURSING  
HOME IN  
MARYLAND**



**BEST  
NURSING  
HOMES**

2023

**Newsweek**

POWERED BY  
**statista**



America's  
**BEST**  
Nursing  
Homes

2023



**BEST  
NURSING  
HOMES**

2023

**Newsweek**

POWERED BY  
**statista**

**TOP NURSING  
HOME IN  
MARYLAND**

**Sterling Care Forest Hill**

is overjoyed to have  
been named the  
**10th Best Nursing Home  
in Maryland  
for 2023 by Newsweek!**

109 Forest Valley Drive  
Forest Hill, Maryland 21050  
P: 410.838.0101 | F: 410.575.6450  
INFO@STERLINGCAREHEALTH.COM





Washington County, MD

BOARD OF COUNTY COMMISSIONERS

# Certificate of Recognition

is presented to

## Sterling Health Care

The Board of County Commissioners of Washington County, Maryland, hereby congratulate you on the grand opening of your newly renovated therapy gym and rehab unit. The new facility houses a full suite of rehabilitation equipment and will create opportunities for residents in our community to have individualized programs with progressive levels of therapy. Thank you for providing quality and compassionate care to the residents of Washington County. May your business continue to flourish for years to come!

Awarded this day 7th day of November 2019



WASHINGTON COUNTY  
BOARD OF COUNTY COMMISSIONERS

*Jeffrey A. Cline*  
Jeffrey A. Cline  
President

*Terry L. Baker*  
Terry L. Baker  
Vice-President

*Wayne K. Keefer*  
Wayne K. Keefer  
County Commissioner

*Cort F. Meinelschmidt*  
Cort F. Meinelschmidt  
County Commissioner

*Randall E. Wagner*  
Randall E. Wagner  
County Commissioner

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## **Exhibit 27**

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**Sterling Care  
Admission Criteria  
Policy and Procedure**

**Policy Statement**

Our facility will admit only those residents whose medical and nursing care needs can be met.

**Policy Interpretation and Implementation**

Our admission policies apply to all residents admitted to the facility regardless of race, color, creed, national origin, age, sex, religion, handicap, ancestry, marital or veteran status, and/or payment source.

1. The objectives of our admission criteria policy are to:
  - a. provide uniform criteria for admitting residents to the facility;
  - b. admit residents who can be cared for adequately by the facility;
  - c. address concerns of residents and families during the admission process;
  - d. review with the resident, and/or his/her representative, the facility's policies and procedures relating to resident rights, resident care, financial obligations, visiting hours, etc.; and
  - e. assure that the facility receives appropriate medical and financial records prior to or upon the resident's admission.
  
2. Residents (and potential residents) will not be asked or required to:
  - a. waive their rights to Medicare or Medicaid benefits; or
  - b. submit written assurance that they are not eligible for or will not apply for Medicare or Medicaid benefits.
  
3. Resident representatives may be requested to or required to sign a contract or agreement that he or she will provide facility payment from the resident's income or resources as long as the representative:
  - a. has legal access to the resident's income or resources; and
  - b. is not incurring personal financial liability to the facility.
  
4. Prior to admission, the resident or representative will be informed of any service limitations or special characteristics of the facility.
  
5. Prior to or at the time of admission, Hospital must provide the facility with information needed for the immediate care of the resident, including orders covering at least:
  - a. Type of diet (e.g., regular, mechanical, etc.);
  - b. Medication orders, including (as necessary) a medical condition or problem associated with each medication; and
  - c. Routine care orders to maintain or improve the resident's function until the physician and care planning team can conduct a comprehensive assessment and develop a more detailed Interdisciplinary Care Plan.

6. Residents will be admitted to this facility as long as their nursing and medical needs can be met adequately by the facility. Examples of conditions that can be treated adequately in this facility include:
  - a. Diabetes;
  - b. COPD;
  - c. Neuromuscular disorders;
  
7. Examples of nursing/medical needs that can be met adequately include:
  - a. Medication management;
  - b. Limited mobility;
  - c. Post-operative care needs;
  - d. Incontinence;
  - e. Catheterization (urinary or intravenous);
  - f. Enteral nutrition;
  
8. Nursing and medical needs of individuals with mental disorders or intellectual disabilities will be determined by coordination with the Medicaid Pre-Admission Screening and Resident Review program (PASARR) to the extent practicable.
  
9. Potential residents with mental disorders or intellectual disabilities will only be admitted if the State mental health agency has determined (through the preadmission screening program) that the individual has a physical or mental condition that requires the level of services provided by the facility.
  - a. The preadmission screening program requirements do not apply to residents who, after being admitted to the facility, were transferred to a hospital.
  - b. The State may choose not to apply the preadmission screening requirement if:
    - (1) the individual is admitted directly to the facility from a hospital where he or she received acute inpatient care;
    - (2) he or she requires facility services for the condition for which he or she received care in the hospital; and
    - (3) the Attending Physician has certified (prior to admission) that the individual will likely need less than 30 days of care at the facility.
  
10. The acceptance of residents with certain conditions or needs may require authorization or approval by the Medical Director, Director of Nursing Services, and/or the Administrator.
  
11. The Administrator, through the Admissions Department, shall assure that the resident and the facility follow applicable admission policies.

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## **Exhibit 28**

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February 23, 2024

## **Peace Healthcare Hearthstone Rehabilitation Center Correction Plans**

To whom it may concern,

### **IJ Citation**

On Wednesday December 29<sup>th</sup>, 2021, the MD DOH initiated a complaint survey visit to what was then called the Hearthstone Nursing and Rehabilitation Center. Peace Healthcare acquired the facility on January 1<sup>st</sup>, 2022, during the duration of the survey. On Monday January 10<sup>th</sup>, 2022, two IJs was cited for the potential for resident-to-resident harm. The facility worked diligently to have the IJs abated and corrected. New management worked with the staff at the facility to improve processes and compliance. Upon assuming operations of the facility there were some obvious areas of improvement needed. New management invested significant time, energy, finance and resources to correct things and move the facility forward.

It should be noted that the original observation for the IJs were observed on Friday December 31<sup>st</sup>, 2021, during prior ownership.

### **Level G Citation**

On March 6th, 2023, the MD DOH initiated an annual survey together with 10 complaints to be investigated from throughout the year exiting on the March 22<sup>nd</sup> 2023.

The facility was cited with a level G citation for being deficient in “Treatment/Svcs to Prevent/Heal Pressure Ulcer”. The majority of the concerns cited in 2567 were from January of 2022 extending to March of 2022.

This was during the first quarter after assuming operations at the facility while dealing with an extended survey at the time. As explained above there were significant issues identified at the time that we assumed operations and began implementing improvements right away. Comprehensive change and improvement take time and is an ongoing process. (See specifics regarding wound care below)

Below are some of the initiatives and programs implemented at the facility to enhance care and ensure compliance:

**Administration:** Within the past year Peace Healthcare at Lions Center recruited a 15-year experienced, strong nursing home administrator that is knowledgeable and skilled in regulatory compliance, QAPI, team-building, and clinical quality. A new director of nursing, with nine years of nursing leadership experience and skilled in long-term-care regulations and quality care was also recruited and began the later part of 2022, in addition to a new nursing and ancillary leadership team. A corporate clinical lead was also put in place that visits the facility weekly to oversee, monitor, and lead clinical processes. Corporate and regional reimbursement specialists were also added to proactively review quality measures and lead quality and reimbursement measures.

**Wound Care:** Peace Healthcare at Lions Center partners with Healing Partners, a wound care company, that provides certified wound care nurse practitioners to partner with the facility staff. A consistent wound care CWON - CRNP visits the facility twice weekly to assess, treat, and recommend evidenced-based treatment. The CRNP assesses all new admits for skin integrity risks and issues, as well as evaluates, develops plans of care, treats, and provides tissue analytics and progress notes for all residents with wounds and actively follows and treats them weekly. Healing Partners' wound specialists also conduct skin sweeps quarterly at the facility and educate facility staff on skin integrity and wounds. In addition to Healing Partners, within the past year, Peace Healthcare also contracted with Wound Healing Technologies, a negative pressure wound therapy company, that provides wound vacs and supplies and additional wound care education and guidance to administration and staff. For improved daily monitoring, tracking, education, and communication to residents, their representatives, and physicians, Lions Center also added a facility-based wound champion nurse within the past year; this nurse rounds with the CRNP. All nursing staff, including nurses and geriatric nursing assistants (GNAs), have completed additional skin integrity/wound care education; ongoing education continues with orientation, annually, and with identified needs. Additionally, within the past year, the facility therapy and clinical teams have assessed surfaces and purchased upgraded seat cushions and mattresses where needed for additional skin protection. The QAPI team including front-line caregivers, at Lions Center, continues to work through an ongoing Wound Care Performance Improvement Plan.

**Infection Control:** Peace Healthcare at Lions Center follows the most up-to-date Center for Disease Control (CDC) and Maryland Department of Health (MDOH) recommendations and guidance for infection control and prevention. A CDC certified Infection Preventionist (IP) is present at Lions Center and tracks and trends infection rates and spread, educates staff on infection prevention practices, leads the vaccination program for residents and employees, and completes required reports to the state and federal regulatory agencies through CDC NHSN and PROPS portals. Additionally, the IP completes infection control rounds to ensure that appropriate practices are being followed. The facility also collaborates with the Maryland Tactical Assistance Team (TAT) for infection prevention rounds, guidance, and education; the TAT visits and reviews the facility's infection prevention processes quarterly. Facility and corporate staff also participate in the statewide MDOH infection prevention calls monthly for additional guidance, support, and collaboration. The facility employs center-based housekeeping staff that works collaboratively with the clinical team for infection prevention and control. As part of QAPI, the facility conducts infection control monthly meetings to present trending and current guidance and identify improvement or enhancement needs.

**Rehospitalizations:** Peace Healthcare at Lions Center has also put a new ongoing process in place to decrease rehospitalizations and to improve the continuity of care and communication when a return/transfer to hospital is necessary. New bed-hold and transfer policies and documentation have been implemented to provide residents, their representatives, and the receiving facilities with thorough report and documentation regarding reason for transfer, condition, and bed hold. A QI (quality improvement) review is conducted for acute transfers within the EMR by the nursing administrative team and reviewed with the QAPI team to track and trend patterns and identify prevention interventions.



**Fall Prevention and Management:** Fall Huddles have been implemented at Lions Center. Clinical and ancillary staff present “huddle” following a fall to identify the condition of the resident, potential cause for the fall, and prevention interventions for additional risk. The Interdisciplinary Team (IDT) including nursing, social work, therapy, and the NHA at Lions Center meets every weekday morning and reviews falls that have occurred to identify root causes, preventative interventions, and to update the plans of care. Consultations with the pharmacy consultant and psychological specialists and environmental enhancements are often conducted for prevention.

**Care Planning:** The care plan development, implementation, and updating process has been revamped over the past year including the MDS/reimbursement specialist assistance and inclusion of care planning by the IDT team. Care plan meetings are conducted with residents and appropriate representatives quarterly or more frequently if the need is identified. Residents and their representatives are part of the plan of care development, including the baseline care plan that is developed and presented within the first 48 hours of admission.

**Risk Management:** Risk management events are documented, reviewed, tracked, and trended within the new EMR at Lions Center, Point Click Care (PCC). Staff have been educated on the direct entry of risk reports into this electronic system. Risk events are reviewed by the IDT, DON, NHA, and Medical Director with recommendations and implementation of interventions to mitigate risk and prevent future occurrences. Each risk report requires the DON, NHA, and Medical Director review and signature. Within this past year, new education for thorough risk and reportable investigation utilizing risk management algorithms has been conducted by corporate leaders for NHA, DON, and subsequently front-line staff. The new Maryland state reportable system is being utilized at Lions Center for necessary reportables and the NHA and DON completed the education prior.

**Electronic Medical Record (EMR):** Peace Healthcare at Lions Center purchased and implemented a new EMR beginning 2023. PointClickCare (PCC) has been implemented for electronic medication administration, care planning, MDS data management, orders, financial/billing processes, document management, risk management, immunization tracking, and practitioner engagement, including electronic prescribing of controlled substances (EPCS). The implementation of these platforms is significant for improved, safer, more organized, trackable resident care. The administration team at the facility, as well as the corporate team monitors documentation and records with the use of PCC.

**Employee Education:** Within the past 6 months, Peace Healthcare at Lions also purchased and implemented a healthcare education and training system, Healthcare Academy. This is an electronic educational program that allows for comprehensive eLearning specific to skilled and long-term care. This system allows us to offer the most up to date education on federal and state regulations, infection control, and clinical processes. Orientation, annual, periodic, and identified needs improvement education is currently assigned to employees and completion is monitored by HR and administrative team. This system allows for additional monitoring by the corporate HR Director. Our corporate HR Director, in collaboration with the Clinical and Business VPs, has developed an additional annual, comprehensive education platform through Healthcare Academy that is being rolled out for 2024 and will encompass monthly required education. This system is a great improvement to what was presently used at the facility.

**Staffing, Caregiver Turnover, Absences:** Peace Healthcare at Lions Center has been working diligently over the past year to improve staffing with recruitment and retention programs, bonuses, and benefits to decrease agency staff usage. Peace Healthcare's COO is focused specifically on recruitment and retention and collaborates daily with the facility and other corporate members to ensure state PPD is met, and safe staffing is in place. A daily staffing call is conducted with the COO, VP of Business Operations, and corporate HR Director to evaluate staffing needs. In addition, the facility NHA, DON, and Scheduler conducts a weekly labor meeting to identify needs and implement retention/recruitment interventions. Peace Healthcare has also successfully implemented GNA classes with a corporate instructor to train and develop our own GNAs; three classes have been completed thus far and there is one in process currently. Absences are monitored and addressed through the discipline process.

**Medication/Pharmacy:** Peace Healthcare at Lions Center partners with PharmaCare Institutional Pharmacy for supply of and management of medications, as well as pharmacy consulting. Medications are delivered to the facility daily for new/urgent needs and renewed medications are delivered on a cycle schedule. PharmaCare also supplies stock medications for emergency use. Stat delivery of medications is also an available service. PharmaCare also provides infusion, intravenous line placement, and respiratory therapy services as needed. A pharmacy RN consultant conducts monthly reviews of the facility's medication carts, medication rooms, medication administration records, and controlled substance logs and presents reviews with recommendations to the DON. The consulting pharmacist reviews all new admissions for appropriateness of medication treatment and conducts monthly reviews of residents' medical records to assure compliance with plan of care, prevent duplication in therapy, and prevent unnecessary medications. Recommendations are presented to physician and DON for follow-through. The consulting pharmacist is also consulted for fall, behavioral, and other risk event reviews and intervention recommendations. The consulting pharmacy reports to the facility QAPI committee monthly.

**Dietary/Dietician Services:** Dietician consulting services were changed within the past year and are provided by NutraCo. The dietician completes a comprehensive nutritional assessment on all newly admitted residents and tracks weights and nutritional needs of facility residents, completing monthly reviews and making recommendations for supplements and dietary changes. The dietician is also a member of the QAPI team and reports monthly. Dietary Services are provided by Healthcare Services Group (HCSG) in collaboration with the clinical team of the facility.

**Geri-Psych Services:** Psychological/Psychiatry services are provided by Psychogeriatric Services, LLC (PGS) within Lions Center. A licensed clinical social worker and psychiatric nurse practitioner visits the facility weekly to evaluate and treat residents with psychological disorders and behavioral issues. The NP monitors the effectiveness of treatment, psychotropic medications, and AIMS assessments and completes gradual dose reductions of psychotropic medication when indicated. These specialists are available 24/7 for emergent mental health consultations.

**Activities:** Resident activities have been enhanced over the past six months and continue to be monitored by the NHA for compliance. The activities director also assists in coordination of monthly resident council meetings.

**Therapy:** Lions Center Therapy Department is staffed by the contracted Generations Rehab Group that provides extensive physical, occupational, and speech therapies for residents. The therapy department staff is part of the interdisciplinary team that actively participates in daily clinical meetings, development of plans of care, risk prevention, QAPI, and collaboration with the clinical team to provide care to the residents.

June 2019

### **Sterling Care Frostburg Village Deficient Practices and Plans of Correction**

This narrative sets forth a description of the events that led to Sterling Care Frostburg Village (the “Facility”) receiving a deficient practice during a state survey process with the Department of Health on June 5, 2019. Although the deficient practice occurred, we believe based on the facilities admissions process that was in place at the time of the error, this was an isolated incident with a very low likelihood of reoccurring. However, due to the severity of the error and potential for serious harm or death, we did implement additional components to the admission process to further decrease the likelihood of this error reoccurring.

On 3/1/19, Resident decided to admit to Sterling Care Frostburg Village (“Facility”) for short term rehab stay and as such, the admissions department entered the demographics of the resident, such as the Resident’s name, ss#, Medicare #, DOB, home address, phone number and contact information, into Point Click Care (PCC), which is the electronic medical records system. On 3/1/19, Resident was admitted to the facility following discharge from the hospital. Prior to Resident’s arrival, the nurse manager called the transferring hospital and asked for the hospital to fax the hospital transfer summary to the nurse fax line instead of the usual fax line located in the admissions office. The hospital obliged and moments later, the hospital faxed a hospital transfer summary for an unknown person, presumably another patient at the hospital, but not the resident being admitted to the Facility and not a current resident at the Facility. The hospital transfer summary only included the medications list and follow up physician visits but did not include the remaining portions of a typical hospital transfer summary, such as the history and physical, the diagnosis list, diet instructions, patient transfer reports to outside facility, recent lab reports, plan of care and other medical assessments.

The fax contained the hospital’s logo as well as the name of the unknown person. The nurse manager assumed the hospital transfer summary related to the admitting patient as the nurse manager recently spoke with the hospital, but the nurse manager did not confirm the name on the faxed papers. The nurse manager or unit secretary handed the hospital transfer summary to the Director of Nursing and told her that this was the hospital transfer summary for the Resident. The DON did not confirm the name of Resident and entered the unknown person’s medication orders in Resident’s electronic record.

Resident arrived to the facility later that day with the correct full hospital transfer summary and the remaining portions of the correct hospital transfer summary were entered into the Resident’s medical record. However, Resident’s medication orders were never changed, and she was subsequently administered unknown person’s medications.

During the remaining steps of the Residents admission to the facility, several other departments reviewed the Resident’s documentation, including the Resident’s attending physician, and the medication discrepancies noted above were not identified. Therefore, during the entire Resident’s stay at the Facility, the Resident received the incorrect medications which could have caused severe adverse consequences.

However, the Resident remained stable throughout the stay at the Facility and did not have any adverse consequences while the Resident was in the Facility. The Resident transferred to another long term care facility closer to home on 3/20/19.

Further, the Facility followed up with the Resident's current standing and as of June 5, 2019, she was currently also in stable condition and did not have any adverse consequences due to the stay at the Facility.

The Facility's then current admissions process consisted of many levels of reviews with respect to new admission transfer summaries. A full house audit was completed on 6/4/19 of resident's transfer summaries for reconciliation of resident's name on chart and hospital transfer summary. Further, DON, Unit Managers and Medical Records performed an audit on 6/5/19 of 30% closed records from March 1, 2019 until present to ensure that the hospital transfer summary was accurate and matched the resident's name for each chart. There were no discrepancies or errors found in either audit.

The Facility prepared an abatement plan with the Department of Health which included a revision to its admission process to further decrease the likelihood of this error reoccurring. The abatement plan was approved and accepted by the Department of Health on 6/6/19. The Facility's admission process is noted below and areas marked in **bold** indicate the revisions implemented to the admissions process.

1. Prior to accepting an admission into the facility, Admissions will review the new admission with Director of Nursing or Assistant Director of Nursing. Admissions will notify Interdisciplinary team via email and direct confirmation with charge nurse accepting the resident regarding transportation method and expected time of arrival to the facility.
2. Resident transfer summaries will be faxed to the Admissions fax machine prior to resident's arrival. Nursing Admin (DON, ADON, Charge Nurse or Unit Manager) will retrieve the transfer summary and review for accuracy.
3. Charge nurse will communicate with Hospital transfer nurse for verbal report to include dx **and medication review.**
4. DON, ADON, Unit Manager or Charge Nurse will enter the admissions orders from the resident's transfer summaries into the medical record Queue in Point Click Care and verify the orders with facility MD or NP. **These orders will not be activated until they are compared to the final transfer summary that accompanies the resident to the facility. If there is a discrepancy, the facility MD or NP will be notified of discrepancy and corrected order will be verified.**
5. Transfer Summary will be reviewed by Charge Nurse or Unit Manger upon admission. **Pharmacy will not receive new admission orders until verified by MD or NP.**
6. The New Admission Chart Audit will be completed by the admitting nurse upon admission. The evening/night shift nurse will complete a 24-hour chart check on the new admission. **The New Admission Chart Audit has been updated by adding a specific checkoff box that the name on all paperwork has been verified to be that of the admitted resident.**
7. New Admission Chart Audit will be reviewed in morning meeting with the DON and ADON to ensure accuracy and accountability.
8. **Medical Record Director or Unit Secretary will provide a copy of the transfer summary within 72 hours of admission to Interdisciplinary Team, which will include MDS Coordinators, Social Service Director, Activities Director, Therapy Director, DON, ADON, Unit Managers and Administrator for their review.**
9. Review of the resident's hospital records will be completed and compared to the New Admission Check off list in morning clinical meeting with the Interdisciplinary Team, which will include MDS Coordinators, Social Service Director, Activities Director, Therapy Director, DON, ADON, Unit Managers and Administrator. **The New Admission**

**Check off list was updated to include the following step: ensure that residents name on chart matches the discharge summary.**

10. **Medical Records Director or Unit Secretary will audit new admissions chart within their scope of practice within 72 hours of admission to ensure that the hospital records are reconciled with the resident's chart for name match.**
11. Physician will review the information received from the hospital during physician's initial visit of new resident per attending physician regulations.

## Lynwood Manor Summary of Harm Deficiencies

This is a small facility with only one private room. Most rooms have more than two residents. It also accepts residents who have many challenges. None of these penalties occurred during the time when Jeff Kagan was actively engaged in management. All occurred at least four years after Mr. Kagan stopped managing the facility. Recall that Mr. Kagan broke away from management and eventually sold all ownership interest at the end of 2021 over differences in operating philosophy. For MHCC convenience, we summarize the penalties as follows:

- Immediate Jeopardy in 2020 related to processes for testing and isolating COVID-19 positive patients, and to staff training in use of PPE and disposal of food trays used by COVID positive patients. CMS Guidelines issued March 9 were not fully adopted at time of CMS Survey on August 6. Facility staff began twice daily audits, provided education and coaching to staff, and hired a qualified infection prevention consultant to assist the facility with a prevention and control program. Facility engaged QAPI Committee and completed corrective action on September 8, 2020.
- Immediate Jeopardy in February 2021 related to written Infection Prevention and Control policies related to communicable disease, recognition, reporting and prevention of spread of the disease including isolation of residents. The facility had not fully institutionalized a comprehensive program. Patients with COVID-19 were not immediately isolated, laundry room staff had inadequate PPE; visitors and vendors were not appropriately screened; eye protection was not appropriately disinfected; Hygiene posters were incorrect. Employee handwashing practices were incorrect. COVID-19 monitoring protocols were not correctly followed. The facility began careful adherence to policy of keeping COVID-19 patients on a separate unit. The facility changed lab contracts and the DON/ Designee will audit lab results for COVID-19 infection control compliance; DON / designee educated all laundry and housekeeping staff in proper use of PPE; DON reviewed all cleaning products and standardized selected products and protocols for all housekeeping carts. On the COVID19 unit, Safety glasses were replaced with face shields and DON/ designee followed up with audit on staff adherence. DON/Designee educated licensed staff on documenting lung sounds 3x daily for COVID19 patients. DON/ Designee educated staff on proper screening for visitors and vendors and completion of training was mandatory. DON/ Designee followed up with audit of visitor screens 5x weekly for two weeks. Results were reviewed in QAPI for three months or until compliance occurred. Facility contracted with an infection control specialist to assist. The infection control policies and procedures were updated and audited regularly. No additional such penalties have occurred.

Immediate Jeopardy in March 2021 associated with inappropriate sexual behavior of two residents, particularly regarding one resident who was diagnosed with severe cognitive impairment. CMS found the facility out of compliance for not reporting the incidents and for not being more cognizant of inappropriate behavior. One of the inappropriate residents was discharged. Plan of Correction included Medical and Social Service review of each resident who was or may have been affected by the inappropriate behavior, mandatory training of all nursing staffing to recognize what may constitute Abuse, 24-hour reports and progress notes audited by the DON. Human Resources instituted mandatory quarterly staff training in Relias every six months regarding abuse and abuse reporting. QAPI review of the issue

occurred bimonthly until all staff were in full compliance and no further incidences found.  
Amount: \$180,170 - 02/01/2021

Facility	Acquired	Shifted to Passive	Sold	Percent Ownership
Lynwood Manor, Adrian, MI	6/1/11	1/1/2016	12/31/21	13%



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## **Exhibit 29**

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STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  215212	(X2) MULTIPLE CONSTRUCTION A. Building B. Wing	(X3) DATE SURVEY COMPLETED  05/25/2022
NAME OF PROVIDER OR SUPPLIER  Sterling Care Hillhaven		STREET ADDRESS, CITY, STATE, ZIP CODE 3210 Powder Mill Road Adelphi, MD 20783	

For information on the nursing home's plan to correct this deficiency, please contact the nursing home or the state survey agency.

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (Each deficiency must be preceded by full regulatory or LSC identifying information)
<p>F 0550</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Honor the resident's right to a dignified existence, self-determination, communication, and to exercise his or her rights.</p> <p>42783</p> <p>Based on observation, interviews, and record review it was determined that the facility staff failed to ensure the dignity of a resident as evidenced by the resident's left breast exposed. This was found to be evident for 1 (Resident #30) out of 8 residents observed during a tour of the nursing unit.</p> <p>The findings include:</p> <p>During a tour conducted on 05/16/2022 at 10:05 AM, the surveyor observed from the hallway Resident #30's left breast exposed. The surveyor observed Geriatric Nursing Aide (GNA) #2 enter and exit the resident's room.</p> <p>An observation conducted on 05/16/2022 at 10:12 AM in Resident #30's room, the surveyor observed Charge Nurse License Practical Nurse (LPN) #3 enter the resident's room, he/she walked pass Resident #30 with his/her left breast exposed and began to provide care for Resident #30's roommate, Resident #37.</p> <p>During an interview conducted on 05/16/2022 at 10:13 AM, GNA #2 stated that heshe did not see the resident's left breast exposed. The GNA further stated that Resident #30 tended to disrobe, the GNA pulled down the resident's shirt and pulled the sheet over the resident.</p> <p>During an interview conducted on 05/16/2022 at 10:15 AM, Charge Nurse Licensed Practical Nurse (LPN) #3 stated that she did not understand the surveyor's questions, GNA #2 explained to the Charge Nurse that the resident's breast was exposed and asked if he/she noticed the resident's breast was exposed. The Charge Nurse stated she was with the roommate, Resident #37.</p> <p>Record review of Resident # 30's care plan on 05/16/2022 at 10:50 AM, revealed a behavior problem for disrobing related to dementia with an intervention that stated, cover resident for privacy when noted disrobing.</p> <p>During an interview conducted on 05/16/2022 at 11:35 AM, the surveyor advised the Director of Nursing (DON) of the findings.</p> <p>On 05/17/2022 at 9:45 AM the DON provided the surveyor with an in-service conducted on 05/16/2022 for dignity.</p>

Any deficiency statement ending with an asterisk (\*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE	TITLE	(X6) DATE
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STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  215212	(X2) MULTIPLE CONSTRUCTION A. Building B. Wing	(X3) DATE SURVEY COMPLETED  05/25/2022
NAME OF PROVIDER OR SUPPLIER  Sterling Care Hillhaven		STREET ADDRESS, CITY, STATE, ZIP CODE 3210 Powder Mill Road Adelphi, MD 20783	
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<p>F 0610</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Respond appropriately to all alleged violations.</p> <p>30428</p> <p>Based on the review of a facility reported incident (FRI) and interview with facility staff, it was determined that the facility failed to provide the survey team with a thorough investigation into a facility reported incident. This was evident in the review of 1 of 4 facility reported incidents.</p> <p>The findings include:</p> <p>On 5/19/2022 at 12:06 PM surveyor requested the investigation into an abuse allegation for FRI #MD00137149, regarding lack of call bell assistance and the handling of Resident #310 by a Geriatric Nursing Assistant (GNA) reportedly occurring on 2/21/2019. The Director of Nursing (DON) stated that although she did not work at the facility at that time, she would look for the investigation. Regarding the FRI, surveyor was able to access the electronic medical record (EHR) for Resident #310. This review revealed no nursing notes or progress notes that alluded to the FRI such as concerns related to abuse or neglect.</p> <p>On 5/20/2022 at 8:57 AM Surveyor spoke with the DON, and she reported that they are unable to locate any investigation for the FRI #MD00137149. The concern that they currently did not have proof that an investigation was completed was reviewed at this time.</p> <p>On 5/25/2022 at the time of the survey exit, the facility was still unable to locate an investigation into the FRI occurring around 2/26/2019.</p>		

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<p>F 0637</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Assess the resident when there is a significant change in condition</p> <p>37586</p> <p>Based on Medical Record review and interview the facility failed to complete a change of condition form for Resident # 56 who was sent to the hospital in respiratory distress. This was evident for 1 out of 1 person reviewed.</p> <p>The findings include:</p> <p>On 5/16/22 at 9:11 AM an interview was held with Resident #52. Resident was admitted to this facility on 4/27/22 with a history of Major infection, Depression, Parkinson, Alzheimer's/Dementia and Respiratory issues.</p> <p>A medical chart review was conducted on 5/17/22 at 9:41 AM. It was noted in the medical record that the resident was sent out to the hospital on 5/16/22 about 2 PM in the afternoon with shortness of breath. Resident #52 was on Oxygen 2 liters via nasal cannula. The resident was admitted to the hospital. Record review revealed that there was no change of condition noted in the chart. The medical record noted that Family was made aware in writing on 5/18/22 and the Doctor saw Resident #52 on 5/16/22 before she was sent to the hospital. The DON (Director of Nursing) was made aware of this finding on 5/25/22 at 10 AM.</p>		

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<p>F 0686</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Provide appropriate pressure ulcer care and prevent new ulcers from developing.</p> <p>42783</p> <p>Based on observations, interviews, and record reviews it was determined the facility failed to provide treatment of a pressure injury to promote healing. This was found to be evident for 1 (resident #19) of 2 residents observed for pressure injuries.</p> <p>The findings include:</p> <p>Pressure injuries are sores (ulcers) that happen on areas of the skin that are under pressure. The pressure can come from lying in bed, sitting in a wheelchair, or wearing a cast for a long time. Pressure injuries are also called bedsores, pressure sores, or decubitus ulcers. The severity of the pressure injury is identified by four stages from the least to the worse.</p> <p>Stage 1 sores are not open wounds. The skin may be painful, but it has no breaks or tears.</p> <p>Stage 2 the skin usually breaks open, wears away, or forms an ulcer, which is usually tender and painful. The sore expands into deeper layers of the skin. It can look like a scrape (abrasion) or a shallow crater in the skin. Sometimes this stage looks like a blister filled with clear fluid. At this stage, some skin may be damaged beyond repair or may die.</p> <p>Stage 3, the sore gets worse and extends into the tissue beneath the skin, forming a small crater. Fat may show in the sore, but not muscle, tendon, or bone.</p> <p>Stage 4, the pressure injury is very deep, reaching into muscle and bone and causing extensive damage. Damage to deeper tissues, tendons, and joints may occur.</p> <p>Offloading is described as lifting or pushing an area of high pressure away from the cause of the pressure. To offload is to distribute the load (the weight) to other areas which are not susceptible to pressure areas. Both the calf and foot can help with the offloading. Heel pressure is redistributed to both the calf, a soft muscle belly which can change shape to fit a supportive device as well as the foot. Examples of offloading is to place a pillow under the calves causing the heels of the feet to float off the bed or a specialty boot that will redistribute the weight off the heels.</p> <p>On 05/17/2022 at 11:55 AM review of Resident #19's wound care physician note revealed the resident had a stage 3 pressure injury on the left heel. The assessment plan was to continue to offload.</p> <p>On 05/17/2022 at 12:10 PM review of Resident #19's physician order stated to float heels when in bed.</p> <p>During multiple observations conducted on 05/16/2022, 05/17/2022 and 05/18/2022, the surveyor observed Resident #19 in bed without his/her heels offloaded.</p> <p>(continued on next page)</p>		

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<p>F 0686</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>On 05/18/2022 at 11:44 AM the surveyor and Charge Nurse #3 observed Resident # 19 in bed with his/her knees bent and both feet planted directly on the bed. The Charge Nurse #3 stated he/she was assigned to the resident and confirmed the resident heels were not floated. The Charge Nurse stated he/she floated the resident heels on a pillow, but the resident moved a lot and would not keep the pillow under the resident legs. The Charge Nurse further stated the pillow was found on the floor by a GNA who placed the pillow in the resident's closet. The Charge Nurse stated he/she was unaware of which GNA placed the pillow in the closet.</p> <p>During an interview conducted on 05/18/2022 at 11:46 AM, the Unit Manager (UM) #16 stated that the resident moved a lot. The Unit Manager further stated residents that don't keep their feet on a pillow to offload the facility will discontinue the order to float heels.</p> <p>On 05/18/2022 11:50 AM an interview conducted with the Director of Nursing (DON) revealed the facility's policy is to notify the physician if the resident is not compliant and implement alternative devices such as a boot, rehab etc . The surveyor advised the DON of the observations conducted.</p> <p>On 05/19/2022 at 9:12 AM the DON provided the surveyor with an in-service conducted for floating of the heels for nursing staff.</p>		

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<p>F 0689</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Ensure that a nursing home area is free from accident hazards and provides adequate supervision to prevent accidents.</p> <p><b>**NOTE- TERMS IN BRACKETS HAVE BEEN EDITED TO PROTECT CONFIDENTIALITY** 42828</b></p> <p>Based on medical record review and staff interview, it was determined that the facility staff failed to consistently monitor and identify the location of a resident's resident guard (wander guard device). This was evident for 1 of 2 residents (Resident #51) reviewed for accidents.</p> <p>A care plan is a guide that addresses the needs of each resident. It is used to plan, assess, and evaluate the effectiveness of the resident's care.</p> <p>A Resident Guard (Wander Guard) is a wearable device worn to help protect residents against elopement. It is designed to detect when a resident is near a protected exit and alert staff.</p> <p>The findings include:</p> <p>On 5/17/2022 1:00 PM a review of Resident #51's medical record revealed that Resident #51 was diagnosed with panic disorder, cerebellar ataxia, dystonia, hereditary ataxia, and generalized muscle weakness. Further review of Resident #51's medical record revealed an Elopement Risk assessment dated [DATE] which noted that Resident #51 displayed exit seeking behaviors.</p> <p>On 5/17/2022 1:10 PM a review of the resident's physician orders revealed an order for a {resident guard bracelet} to reduce risk of elopement. Daily function check, every day shift. Further review of Resident #51's medical record revealed a care plan identifying Resident #51 as an elopement risk and wanderer. On the care plan it states, WANDER ALERT: Wander guard device applied to left wrist to decrease elopement risk.</p> <p>During a tour of the unit on 5/18/2022 11:45 AM surveyors observed Resident #51 sitting in a wheelchair located on the hallway outside of his/her room without a wander guard on his/her person or applied to his/her wheelchair.</p> <p>05/18/22 12:00 PM surveyors interviewed the assigned Unit Manager, Staff #16, who stated, daily checks are performed, by nursing staff, to identify and monitor residents who are identified as an elopement risk and wear a wander guard device.</p> <p>On 5/19/2022 at 7:40 AM surveyors conducted a tour of the hallway where Resident #51's room was located, and Resident #51 was found laying in bed without a wander guard applied to his/her person or to his/her wheelchair.</p> <p>On 5/19/2022 at 8:15 AM Surveyors interviewed Resident #51's assigned Licensed Practical Nurse ( LPN), Staff #3, about the location of Resident #51's wander guard. Staff #3 stated, the wander guard is placed on the resident's wheelchair because the resident has exit seeking behaviors and s/he removed it off his/her wrist multiple times in the past. Staff #3 was present in room with Resident # 51 and no wander guard was found.</p> <p>On 5/19/2022 at 9 AM Staff # 16 was present with surveyors during a subsequent inspection of Resident # 51's room. The wander guard was not found by Staff #16.</p> <p>(continued on next page)</p>		

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F 0689  Level of Harm - Minimal harm or potential for actual harm  Residents Affected - Few	On 5/19/2022 at 1:15 PM the identified concerns were reviewed with the Director of Nursing (DON) and the Administrator throughout the survey and again during the exit.		



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<p>F 0692</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Provide enough food/fluids to maintain a resident's health.</p> <p>42783</p> <p>Based on observation, interviews, and record review it was determined the facility failed to ensure that a resident was fed in a timely manner. This was found or evident for 1 (Resident #53) out of 8 residents observed during a nursing unit tour.</p> <p>The findings include:</p> <p>According to the National Institute of Health (NIH), the Activities of Daily Living (ADLs) is a term used to collectively describe fundamental skills required to independently care for oneself, such as eating, bathing, and mobility.</p> <p>On 05/16/2022 at 9:42 AM a tour of the 100 Nursing Unit was conducted. The surveyor observed Resident #53 in bed and awake. The resident's breakfast tray sat on the tray table next to the resident's bed. The breakfast tray food appeared untouched, thickened liquid containers had not been opened and the silverware was clean and wrapped up in a napkin.</p> <p>During an interview conducted on 05/16/2022 at 10:45 AM, the Unit Manager # 8 confirmed that Resident #53 required to be fed by a staff member and had not been fed breakfast. The Unit Manager stated, breakfast is delivered to the nursing unit daily at 8:00 AM.</p> <p>During an interview conducted on 05/16/2022 at 11:05 AM the Unit Manager #8 stated that GNA # 11 was assigned to the resident and failed to feed him/her. The Unit Manager stated that GNA #11 would be educated.</p> <p>Record review of Resident #53's care plan conducted on 05/16/2022 at 11:33 AM revealed that the resident had an Activities of Daily Living goal for self-care performance deficit related to dementia, limited mobility, and musculoskeletal impairment. The intervention stated that Resident #53 was to be provided with extensive assistance for hygiene, eating, dressing &amp; bed mobility.</p> <p>An interview was conducted on 05/16/2022 at 11:47 AM with the Director of Nursing (DON). The surveyor advised the DON of the findings.</p> <p>On 05/17/2022 at 10:17 AM the DON provided the Surveyor with a corrective action form for GNA #11 for the timeliness to feed Resident #53. The DON also provided the surveyor with an in-service conducted on 05/16/2022 for resident feeding.</p>		

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<p>F 0761</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Ensure drugs and biologicals used in the facility are labeled in accordance with currently accepted professional principles; and all drugs and biologicals must be stored in locked compartments, separately locked, compartments for controlled drugs.</p> <p>42828</p> <p>Based on observation, record review and staff interview, it was determined that the facility staff failed to ensure that: 1) Resident nasal cannula (oxygen tubing) was accurately labeled. This was evident for 4 out of 4 residents (#20, #38, #11, and #50); and 2) Resident urinary catheter was accurately labeled. This was evident for 1 out of 2 (Resident #50) residents reviewed during the investigative portion of the survey.</p> <p>The findings include:</p> <p>Nasal cannula, (oxygen tubing) is a small, flexible tube that contains two open prongs intended to sit just inside of the nostrils. The other end of the tubing attaches to an oxygen source and delivers a steady stream of medical-grade oxygen to the nose.</p> <p>1. Observations made on 5/17/2022 at 7:40 AM, revealed Resident #20 lying in bed wearing an oxygen tube without a label on the oxygen tubing.</p> <p>On 5/19/2022 at 7:47 AM Licensed Practical Nurse (LPN), staff #16, assigned to care for Resident #20, was present with the surveyor in the resident's room and was unable to find the label for Resident #20's oxygen tubing.</p> <p>On 5/19/2022 at 8:45 AM the Unit Manager, Staff #3, assigned to the unit was notified of the surveyor's findings.</p> <p>On 5/20/2022 at 9:50 AM a review of Resident # 20's medical record revealed an order to change oxygen tubing and clean filter weekly every night shift every Thursday and date and initial tubing.</p> <p>2. Observations made on 5/17/2022 at 7:43 AM revealed that Resident #38 was lying in bed wearing an oxygen tube without a label on the oxygen tubing.</p> <p>On 5/19/2022 at 7:50 AM Staff #16 assigned to care for Resident #38, was present with the surveyor in the resident's room. Staff #16 was unable to find Resident # 38's oxygen tube label.</p> <p>On 5/19/2022 at 8:45 AM the Unit Manager, Staff #3, assigned to the Unit was notified of the surveyor findings.</p> <p>On 5/20/2022 at 9:55 AM a review of Resident # 38's medical record revealed an order to change oxygen tubing and clean filter weekly every night shift every Tuesday, Thursday and date and initial tubing.</p> <p>On 5/20/2022 at 11 AM further review of a document provided by the facility titled, Oxygen Therapy Policy revealed a resident's oxygen tubing is to be labeled with a date and the initials of the staff member who completed the task.</p> <p>(continued on next page)</p>		

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<p>F 0761</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>On 5/19/2022 at 11:45 AM the Director of Nursing was notified of the surveyor's findings.</p> <p>37586</p> <p>3) On 5/18/2022 at 10:45 AM, Resident # 11 was observed sitting up on the side of the bed. Resident #11 has a history of Respiratory Failure, Hypoxia, Heart Failure Pulmonary Edema Sleep Apnea, Chronic Kidney disease and other diagnosis. The resident has an order for oxygen 2 liters with humidified water via nasal canula. The order also included: date and initial tubing and water bottle weekly. Resident # 11 did not have the oxygen tubing dated.</p> <p>4) On 5/16/2022 at 9:39 AM Resident # 50 was observed lying in bed getting his wound dressing changed. The resident has a history of multiple wounds, diabetes mellitus 2, protein calorie malnutrition, hypoxia, obstructive uropathy and other diagnosis. Also, Resident #50 had an order for oxygen 2 liters via nasal canula with humidified water. The order stated to change the tubing and clean the filter weekly every Tuesday: Date and initial tubing. The prefilled humidified water bottle is to be changed on Tuesday and Friday, Date and initial water bottle. Resident also has a urinary catheter for obstructive uropathy. Both the oxygen and urinary catheter did not have a date.</p>		

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<p>F 0880</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Provide and implement an infection prevention and control program.</p> <p><b>**NOTE- TERMS IN BRACKETS HAVE BEEN EDITED TO PROTECT CONFIDENTIALITY** 42783</b></p> <p>Based on observations and interviews it was determined that the facility failed to provide a safe, sanitary environment to prevent the development and transmission of a disease and infection as evidenced by: 1) staff did not practice hand hygiene, 2) staff failed to properly handle linen, and 3) staff did not wear face mask appropriately. This was found to be evident for 3 out of 3 staff members observed during a facility tour.</p> <p>The findings include:</p> <p>COVID-19 spreads when an infected person breathes out droplets and very small particles that contain the virus. These droplets and particles can be breathed in by other people or land on their eyes, noses, or mouth. In some circumstances, they may contaminate surfaces they touch. Wearing a well-fitting mask that covers your nose and mouth will help protect yourself and others.</p> <p>According to the Centers of Disease Control and Prevention (CDC) staff members should never carry clean linen cradled in arms or against body because pathogens may be transferred from the skin to the textiles (linen).</p> <p>1) On 05/16/2022 at 10:04 AM a tour was conducted on the 100-Nursing Unit. The Surveyor observed Geriatric Nursing Aide (GNA) #2 exit resident room [ROOM NUMBER] and enter resident room [ROOM NUMBER]. The GNA retrieved linen and exited room [ROOM NUMBER] and re-entered room [ROOM NUMBER]. The GNA did not practice hand hygiene upon entry and exit of resident rooms #104 and #105.</p> <p>During an interview conducted on 05/16/2022 at 10:05 AM, GNA #2 stated that the facility's policy required him/her to practice hand hygiene prior to entry and exit of each resident's room. The GNA acknowledged he/she did not practice hand hygiene at entry and exit of resident rooms #104 and #105.</p> <p>2) On 05/16/2022 at 10:04 AM a tour was conducted on the 100-Nursing Unit. The Surveyor observed Geriatric Nursing Aide (GNA) #2 exit resident room [ROOM NUMBER] and enter resident room [ROOM NUMBER]. The GNA retrieved linen and exited room [ROOM NUMBER], the linen was carried up against the GNA's chest. The GNA re-entered resident room [ROOM NUMBER].</p> <p>During an interview conducted on 05/16/2022 at 10:15 AM, the GNA #2 stated he/she was aware of the facility's policy and should not have carried the linen against his/her chest.</p> <p>On 05/16/2022 at 11:23 AM an interview was conducted with the Director of Nursing (DON), the DON confirmed the infection control policy required staff to practice hand hygiene when a staff member provided care, anytime when hands are soiled, at entry, and exit of a resident's room. The surveyor advised the DON of the observations.</p> <p>(continued on next page)</p>		

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For information on the nursing home's plan to correct this deficiency, please contact the nursing home or the state survey agency.			
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (Each deficiency must be preceded by full regulatory or LSC identifying information)		
<p>F 0880</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>3) During a tour of the kitchen on 05/18/22 12:05 PM, the surveyors observed Dietary Aide #14 on the tray line with his/her face mask worn under their nose and mouth.</p> <p>An interview was conducted on 05/18/2022 at 12:06 PM, the Dietary Aide # 14 stated that he/she was aware of the facility's policy and was expected to wear his/her face mask above the nose and mouth. The Surveyors observed the Dietary Aide pull the face mask up above the nose and mouth with a napkin.</p> <p>During an interview conducted on 05/16/2022 at 12:07 PM, the dietary supervisor confirmed that the Dietary Aide was expected to wear the face mask above the nose and mouth.</p> <p>On 05/16/2022 at 1:35 PM an interview was conducted; the Director of Nursing (DON) stated that the facility's infection control policy was to properly wear a face mask at all times. The surveyor advised the DON of the observation.</p>		