



**CERTIFICATE OF NEED APPLICATION FOR
COMPREHENSIVE CARE FACILITY BEDS
Responses to Incomplete Questions #1**

*Hillhaven SNF Operator, LLC
d/b/a Sterling Care Hillhaven (Hillhaven)
Prince George's County*

April 4, 2024

LETTER OF TRANSMITTAL

PDA

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To: Health Facilities Coordinator
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4160 Patterson avenue
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Date: 4/4/2024 **Job Number:** 16-9098-23
Attention: Certificate of Need Section
RE: Sterling Senior Care Hillhaven CON Application

- WE ARE SENDING YOU:**
- Shop Drawings Prints Plans Samples
 - Specifications Change order Copy of letter Client Project Copy
 - Bound paper copies of Responses to Additional Questions Regarding CON Application for 32 Additional Beds

Copies	Date	No.	Description
4	4/4/2024		Bound paper copies of Responses to Additional Questions in MHCC letter dated March 8, 2024 regarding Sterling Care Hillhaven , Prince George's County CON applicatoin for 32 additional CCF beds

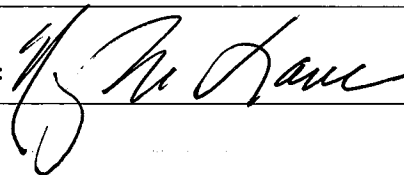
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- For your use Approved as noted Submit copies for distribution
- As requested Returned for corrections Return corrected prints
- For review and comment

Remarks: Follows electronic copy submitted to mhcc.confilings@maryland.gov on 4.4.2024

Copy To: Jeff Kagan, President Sterling Senior Care

Signed:



THIS DOCUMENT CONTAINS RESPONSES TO QUESTIONS POSED IN A LETTER DATED MARCH 8, 2024, FROM JEANNE-MARIE GAWEL TO JEFF KAGAN

RESPONSES ARE NUMBERED TO CORRESPOND TO QUESTIONS IN THE LETTER AND ARE ORGANIZED BY THE REFERENCED PART OF THE CERTIFICATE OF NEED APPLICATION.

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.

04/04/2024

Date


Jeff Kagan (Apr 4, 2024 11:15 EDT)

Signature of Owner or Board-Designated Official

President

Position / Title

Jeff Kagan

Printed Name

Signature Page

Final Audit Report

2024-04-04

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PART I. PROJECT IDENTIFICATION AND GENERAL INFORMATION

- 1. Although you have budgeted \$200,000 for contingencies related to COVID-19 and the impact on supply chains, what will be the impact on your contingency allowance if the current utilities are not enough to support the new wing.**

The largest expected contingency item is utilities. Phillip Rhodes of AMT Engineering estimated the base cost at \$60,000, and Hillhaven added \$10,000 to that estimate, showing utilities and permits at \$70,000 in Table C. Drawings and site investigation are much farther along on this submission than on the previous CON application filed by Meridian in 2020. Meridian didn't even engage a civil engineer at the time of CON submission whereas the estimates provided by Sterling Care come directly from the civil engineer.

PART IV: CONSISTENCY WITH THE STATE HEALTH PLAN

2. Under (2) Medical Assistance: Given Hillhaven’s past performance of not meeting its Medicaid MOU, provide detail and/or the strategic plans to reach and maintain the Medicaid MOU threshold going forward?

Hillhaven ownership has changed twice in the past five years. Meridian Senior Living acquired the facility in 2018 and was approved for a new Medicaid MOU on November 11, 2021, with the national COVID-19 pandemic emergency still in place. Meridian anticipated that it would meet 42.3 percent Medicaid occupancy by the end of December 2021. We do not have full records of Meridian occupancy. However, when Sterling Care Hillhaven acquired the facility in the summer of 2023, Medicaid occupancy was at 36 percent (which includes pending Medicaid residents), and on November 30, 2023, it was at 36 percent of occupied beds (including pending Medicaid residents). Earlier this week, Hillhaven Medicaid occupancy (including Medicaid pending) was at 42 percent of occupied beds. A few more admissions shifted it to 38 percent today. Sterling Care has negotiated a new MOU with Medicaid that will become effective after this CON is granted. That was provided as **Exhibit 11** in the original CON application. Maryland Medicaid reduced the proportion of Medicaid days for Prince George’s County to 40.1 percent. The new agreement reads:

“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.” (Item II.B).

After that, “The Facility will admit only Medicaid recipients to the facility until the target percentage specified in II.A is reached.”

In the interim Sterling Care Hillhaven will maintain Medicaid Certification and honor all other patient Bill of Rights issues and non-discrimination requirements associated with CMS Medicare certification and do its best to accommodate Medicaid resident needs. Sterling Care’s generous treatment of Medicaid residents is evident in the fact that 1.6 percent of residents are Medicaid pending, which is nine out of the 55 in-house residents. Hillhaven is not paid for services these patients use until Medicaid clears their beneficiary status. Some may not qualify, but Sterling Care takes the risk.

Hillhaven is a small nursing home with only 66 beds and 10 private rooms. Long-term residents have a right to occupancy, and as a result, the only beds available to increase the Medicaid resident percentage of days are the beds involved in short-term resident turnover.

With 32 new and unoccupied beds, Hillhaven will have the capacity to grant first priority to Medicaid beneficiaries and Medicaid pending residents.

Sterling Care Hillhaven Bed Management is described in **Exhibit 30**. To enhance this for Medicaid beneficiaries, the facility will also incorporate the following checks:

During the daily occupancy/case mix meeting, the following processes will occur:

- 1) The Medicaid case mix percentage will be reviewed and compared with the current MOU goals.
- 2) Admissions for the day and upcoming days/weeks will be planned with the goal of maintaining or exceeding current MOU targets for Medicaid
- 3) Target percentage will be reviewed in consideration of infection control policies and cohorting requirements.
- 4) If warranted, Available rooms will be targeted each day for Medicaid occupancy, according to the Medicaid census during that period.
- 5) Daily, discharge planners, and other referral sources will be informed of our Medicaid availability (if needed) or anticipated Medicaid availability, as needs dictate.
- 6) Rooms will be prioritized for Medicaid residents to meet or exceed MOU requirements.

The QA team will review our compliance and progress toward MOU targets each month. An action plan to attain MOA targets will be implemented to ensure non-compliance is addressed and corrected promptly.

Hillhaven notes that if occupancy remains at 59 beds through 2024, only one more Medicaid beneficiary will be needed to meet the annual requirement for 2024. Sterling Care expects to exceed the requirement by 2025.

Table 9: Additional Medicaid Residents Required to Meet New Prince George’s County Standard

		2023	2024	2025
<i>Notes</i>		<i>a</i>	<i>b</i>	<i>c</i>
<i>d</i>	Licensed beds	66	66	85
<i>e</i>	Average Occupied beds	61	59	68.7
<i>f</i>	Medicaid beds occupied	22	23	31.3
<i>g</i>	MOU required beds at county % minimum of 40.1%	26	24	27.5
<i>h</i>	Number of Medicaid residents short (over)	4	1	(3)

Notes

- a. Hillhaven records*
- b. CON Table D.*
- c. CON Table D and rows d-h*
- d. CON Table D*
- e. CON Table D Occupancy percentage times licensed beds*
- f. CON Table F times row e, Hillhaven history for 2023 (36%)*
- g. County percentage, 40.1 times row e*
- h. Row g-f*

3. Under (3) Community Based Services please include:

- a. A copy of the flyer or other communication given to Residents at admission on the Money Follows the Person Program.**

See [Exhibit 31](#) for Money Follows the Person flyer provided to residents at admission.

Sterling Care has an exhaustive Admissions program, balancing Resident Rights with the wishes of would-be residents and resident-designated supporters and referring providers and institutions. Sterling Care is careful to acknowledge Maryland's Money Follows the Person Program, particularly regarding Medicaid beneficiaries to whom the Money Follows the Person Program applies. Specifically, Sterling Care Hillhaven acknowledges:

Money Follows the Person (MFP) is a Medicaid program that lets those who are eligible have a choice of where to live and to get long-term care services. The program helps those who live in certain long-term care sites move to a home and community-based setting - if they choose to. Medicaid long-term care can "follow the person" to a community setting of their choice - a home, an apartment, or a group home with four or fewer people. A team, with a peer mentor, can help find housing and the care and services a person needs to move and to live on their own.

Eligibility

To be eligible for the Money Follows the Person Program, you must:

- Live 60 days in one of the following and have one day of Medicaid [eligibility](#):

A nursing home

An intermediate care facility for individuals with intellectual and developmental disabilities

- Sign an [MFP Consent Form](#)¹

- b. Provide documentation or other evidence of compliance with section Q of the MDS completion to assess interest in community-based alternatives to nursing homes.**

[Exhibit 31](#) is a copy of the Community Based Waiver flyer provided to residents to satisfy section Q of the MDS. [Exhibit 31](#) also contains a flyer with contacts for the agency in the area that Hillhaven utilizes to discuss with the patient/family if they are interested in returning to the community on the Money Follows the Person program.

¹ <https://health.maryland.gov/mmcp/longtermcare/Pages/Maryland-Money-Follows-the-Person.aspx>

As part of the admission process, Sterling Care Hillhaven provides residents with a Source Book that details community resources that are helpful to residents of nursing homes during and after discharge. **Exhibit 32** has a copy of the Sourcebook Table of Contents. The Sourcebook itself has more than 200 pages, so is not included in its entirety. If requested, Hillhaven is more than happy to share it with MHCC.

c. Provide documentation or other evidence that Hillhaven permits access to community-based programs to the facility for education and outreach.

Sterling Care Hillhaven is still working through the transition from Meridian ownership. Many staff and policies remain as they were. Other programs are transitioning over to Sterling Care.

Hillhaven's most recent educational sessions included dementia workshops with the Alzheimer's Association. Sterling Care has planned additional workshops, including Mental Health Awareness, Dementia, and Alzheimer's training, First Aid, and Department of Aging regarding abuse and residents' rights. Sterling Care welcomes representatives from community-based programs to visit Hillhaven and present options to residents. Hillhaven Social Workers also work proactively with residents to prepare for discharge. Hillhaven social workers will work with the patient to identify any needs/barriers and will initial a referral to the Maryland Department of Health and the Office of Aging based on the patient's needs to ensure he/she has adequate community help/resources to succeed once returned home. See Discharge Checklist, Policy, and Form in **Exhibit 33** and Collaborative Relationships in response to Question 9 below.

d. A copy of the facility's discharge planning policy.

Exhibit 33 contains a copy of the discharge planning policy, discharge form, and discharge checklist.

4. **Under (4) Appropriate Living Environment, the standard requires compliance with the most recent FGI guidelines. Applicant states 2018 FGI guidelines were used instead of the most recent 2022 FGI guidelines. Please explain the use of the older guidelines throughout the application.**

Replacement **Exhibit 13** in this document contains a copy of an email from Michael Graves Architects agreeing to comply with 2022 FGI Guidelines in the design of the 32-bed addition. This complements Hillhaven SNF 32 bed Addition design will comply with the relevant portions of FGI Residential Health, Care, and Support Facilities - 2022 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. The residents of the Addition will use these areas.

Expanded question: Please address if the private rooms described in the application as "more than 120 feet" will be at least 121 (CFA) as required by the 2022 FGI guidelines. It appears that the new private rooms would not meet the requirements for "individuals of size" but I am presuming you would just not admit these individuals. Please address in your response.

Rooms will be at least 121 Clear Floor Areas (CFA) net of toilets as required by the 2022 FGI Guideline; two prototype rooms in the new unit will be 214 and 314 square feet CLA, respectively. However, these will not meet the criteria for "individuals of size." Hillhaven does not intend to admit persons of size. **Exhibit 34** shows two prototype rooms.

5. Under (5) Specialized Unit Design, will the new dining room be used as a common area for Residents for other purposes such as activities?

Yes, the dining room will be used as a multipurpose room. Rehabilitation services will be provided in the existing gym.

6. Please include the square footage of all the dining rooms, the rehab gym and any other Resident common areas and provide a comparison to the square footage requirements in COMAR 10.07.02. Please also note if Assisted Living Residents use the same common areas

Assisted living residents do not use the common areas located within the skilled nursing area. The following demonstrates that, at project completion, Hillhaven will have more Gym and Multipurpose space than required for Skilled Nursing residents.

COMAR 10.07.02.53(1)(b) requires 75 SF per resident for the gym, based on peak treatment schedules. At 75 SF per resident, the room capacity is 21 residents (1,590/75=21). Office and storage space requirements per COMAR10.07.02.53(1)(d) do not change with the additional beds.

Not every resident requires Physical Therapy. In fact, on the high end, 50% of the total resident population would require therapy. A typical resident receives physical therapy treatment lasting 30 minutes to one hour, 3-5 days per week at a ratio of one resident per therapist. The table below demonstrates that the gym has more than adequate space even if every patient received therapy at the max of one hour per day five days per week.

Table 10: Gym Capacity for Therapy

Metric	Qty
Max residents	98
# of residents per one therapist per day, assuming 1-hour sessions	7
Required number of therapists per day. This is also the max number of patients in the room at a given time for a one-hour session	14
Resident capacity of gym	21
Resident capacity surplus	7

Multipurpose room requirements are defined in COMAR 10.07.02.54.D.(2).

2) The nursing home shall set aside areas for residents' dining and recreation that total at least 30 square feet per licensed bed for the first 100 beds, plus 27 square feet per licensed bed for all beds in excess of 100.

The following table compares existing and proposed beds to available square feet in gym and multipurpose rooms.

Table 11: Comparisons of COMAR 10.07.02 Required Square Feet to Proposed Addition

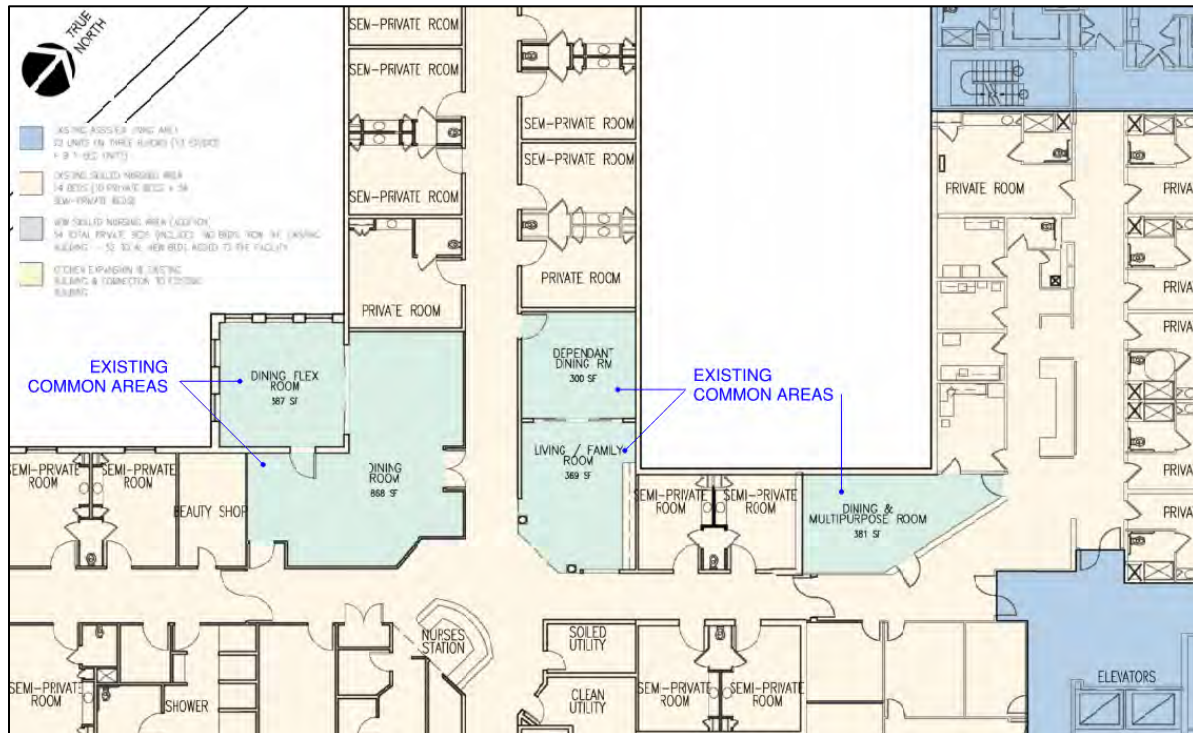
Location	Existing Square Feet	SF Required for 66 Beds COMAR 10.07.02.54/.53	SF Required for 32 more beds	Additional SF Required (b+c-a)	Additional SF Proposed
	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>
Physical Therapy Gym	1,590	708 Based on peak treatment schedules	343 Based on peak treatment schedules	(539)	0
Dining and Multipurpose Room	2,300	1,980	960	640	1,200

Notes:

- a. Per drawings
- b. GYM: 66 residents / 7 max gym hours per day * 75 SF; MULTIPURPOSE: Beds x 30
- c. GYM: 32 residents / 7 max gym hours per day * 75 SF; MULTIPURPOSE: Beds x 30
- d. b+c-a
- e. Per drawings

Clearly, as illustrated here and in the illustrations that follow, the proposed facility will have more than enough dining and multipurpose space for the new beds.

Figure 4: Existing Facility Partial Plan



Note: Existing assisted living and existing skilled nursing plans are from older drawings provided by the owner. Room occupancy shown in the skilled nursing area is based on the information provided by the facility administration. Existing SNF common use room areas are provided by scaling the existing drawings.

Figure 5: Proposed SNF Additional Multipurpose Area



7. Under (6) Renovation or Replacement of Physical Plant, please disclose whether Hillhaven has any current life safety code waivers.

Sterling Care Hillhaven and Michael Graves Architects are not aware of any current life safety code waivers associated with this facility.

8. Under (8) Quality Rating, please include a copy of Hillhaven’s most recent quarterly QAPI minutes and QAPI policy

Please see **Exhibit 35** for recent QAPI minutes (2.28.24) and **Exhibit 36** for the QAPI Written Plan which represents the QAPI Policy.

9. Under (9) Collaborative Relationships:

- a. **Other than the hospice contract, the required documentation was not provided, including hospitals, home health, assisted living, adult day and Adult Evaluation and Review Services. Please provide this documentation.**

Sterling Care Hillhaven has a transfer agreement with Adventist Hospital White Oak. Please see [Exhibit 37](#). Other collaborative discharge arrangements for home health, assisted living and adult day care are listed in [Exhibit 38](#). These are working relationships that do not involve contracts.

Sterling Care Hillhaven works with two primary transportation providers: Kkarre Medical Transport and Palmer Non-medical Transportation. The contracts are included in [Exhibits 39 and 40](#).

The Adult Evaluation and Review Services (AERS) process starts with a Pre-admission Screening and Resident Review (PASARR) at admission. PASARR (Pre-Admission Screenings and Resident Review) are completed upon admission and updated as needed. If an individual meets the criteria for intellectual disability (ID) and serious mental illness (MI), then a referral is made to the County for AERS clearance or Level II.

If a patient meets the criteria for Adult Evaluation and Review Services (AERS) clearance or level II, the referral must be sent to Adult Evaluation and Review Services regardless of whether the patient is getting discharged or staying LTC.

Adult Evaluation and Review Services (AERS) aids functionally and chronically ill individuals who are at risk of institutionalization. AERS staff conduct a comprehensive evaluation to identify home and community-based services that enable individuals to avoid institutionalization and remain as independent as possible in the least restrictive environment.

The Level II Adult Evaluation occurs on-site at Hillhaven at the time of admission. Residents at risk are provisional residents for 90 to 120 days, following which the County AERS Officer may recertify the resident for stay in the nursing home. If a resident wants mental health and other support, Hillhaven's Director of Social Services works with the Department of Aging to identify resources. Counties have different waiver programs from which Hillhaven Social Services Director Hillhaven must obtain AERS clearance for intellectual disability or serious mental disability. Social Services will identify the need for service in the community; if the stay is less than 30 days, Social Services will refer to the County to determine needs after discharge. Hillhaven provides a pack of information regarding community services in its Source Book and Discharge Planning manual. Hillhaven sets up discharge resources with the community providers. These may include home health agencies, primary care doctors, and mental health providers associated with the resident at the time of admission. Hillhaven will assist with appointments and organize transportation. Hillhaven will follow up in 24-48 hours after discharge to be sure that the patient is following the plan.

Community resources described in the following list are offered if and when a patient decides to be discharged. The social worker at the facility works closely with the Prince George's Department of Aging/AERS, depending on the patient's needs, to provide additional support to help the patient succeed in the community. The PASARR form is in [Exhibit 41](#).

Resources provided are set up according to the patient's needs prior to discharge:

- Home health agency/services (physical, occupational, speech therapist, social services, aide, visiting nurse, physician or nurse practitioner) (various vendors),
- Hospice services (if applicable)
- PCP post-follow-up appt scheduled prior to d/c
- Lifeline
- Meals on wheels
- Transportation services (Kkarre, Palmer, etc) if applicable
- Maryland Money Follows the Person (MFP) if applicable
- Home and Community-Based Options Waiver if applicable
- Fact Sheet- Co Waiver if applicable
- Long-Term Services and support in the community.
- Counterpoint (psych services) if applicable
- Order Durable medical equipment (Adapt Health) if needed.
- Community First Choices: Maryland's Community First Choice option provides community services and support to enable older adults and people with disabilities to live in their own homes
- Referral to Out & About Peer Outreach & Support Specialist if applicable

Social work at the facility follows up with the patient/family after discharge to ensure services are in place or the agency has made contact with the individual. These do not involve contracts. They are referral providers.

b. Please provide evidence of the relationship with Adventist, Amedisys and any other home health agencies referenced

[Exhibit 38](#) describes the discharge relationship with these and other home health agencies. The Source Book in [Exhibit 32](#) has additional evidence. Hillhaven maintains a list of home health agencies that accept nursing home referrals. It also works with residents to discharge to any licensed agency with which the resident has a preferred relationship. Hillhaven does not contract with home health agencies.

- c. **Please provide documentation of all hospices you work with (Montgomery Hospice mentioned), apart from Holy Cross which contract was included**

Please see [Exhibit 42](#) for a copy of Hillhaven's contract with Amedisys Hospice and [Exhibit 43](#) for a copy of the contract with Montgomery Hospice.

- d. **Provide more detail and documentation of the physician based palliative services provided at the facility.**

Hillhaven has a Palliative Care physician on staff. [Exhibit 44](#) has a copy of Dr Chilakamarri's C.V.

Palliative care is specialized medical care for people living with serious illnesses. It is focused on providing relief from the symptoms and stress of serious illness and improving the quality of life for both the resident and the family.

This care is provided by a Physician who is specially trained in Palliative care medicine. This Physician is knowledgeable in assessing, preventing, and relieving residents' physical and emotional distress and skills for those in their last years of life.

The Physician collaborates with residents, families, and facility staff to provide an integrated approach to palliative care. Residents and families are given opportunities to discuss advanced planning for end-of-life care.

Palliative care effectively addresses the pain and non-pain symptoms that frequently cause discomfort and distress and strives to meet the needs of the resident and family members in a manner that is responsive and culturally sensitive to their wishes, beliefs, and perceptions.

Palliative care integrates health maintenance care (health promotion and disease prevention interventions) and curative care (if attainable) to promote the highest practical level of functioning for facility residents.

Some of the conditions recognized for benefits of palliative care consultation are declining functional status in basic activities of daily living, frequent hospitalizations for life-threatening infections or for dehydration or pain management, significant weight loss >10 percent in the last 4-6 months, resident/ family no longer seeking curative treatment but wish for comfort care, documented clinical disease progression which limits prognosis to less than few months.

To the greatest extent possible, Sterling Care Hillhaven tries to group palliative care residents in a common part of the facility and provide them with private rooms. This makes it easier for staff and the resident's close associates to absorb this life transition, and it will be easier to do so with the 32 private beds provided by this proposed addition.

10. In the footnotes to the chart on page 39 you state that Hyattsville Rehab Center is a CCRC, however they are not listed on the Maryland Department of Aging website under CCRC facilities-please explain

This was an error.

The following table compares MHCC LTC Survey NH bed counts at the end of 2021 with Maryland Medicaid Cost Report bed counts at the end of 2022. As demonstrated in the table, the Medicaid Cost Reports exclude two CCRCs: Riderwood Village and Collingwood Lifecare which account for 117 and 44 beds, respectively. These represent 161 beds that do not accept Medicaid patients, thus are not available to the public.

In addition, two other nursing home facilities added 32 beds, and two facilities dropped 161 beds between 2021 and 2022, for a net decrease of 146 beds. Combined, the two categories show that, in 2022, there were 307 fewer beds available to the general population than were reported on the Maryland 2021 LTC Survey.

Table 12: Comparison of MHCC 2021 LTC Bed Survey with Maryland Medicaid 2022 Nursing Home Bed Counts

Prov. No.	Name on Medicaid Cost Report	Medicaid 2022 Lic. Comp. beds EOY	MHCC 2021 Survey LTC Beds EOY	Difference: MHCC less Medicaid Cost Reports
160468600	Adelphi Nursing and Rehabilitation Center_ LLC	170	170	0
999361400	Autumn Lake Healthcare at Bradford Oaks	180	180	0
888733100	Autumn Lake Healthcare at Patuxent River	177	153	-24
160033800	Autumn Lake Healthcare at Cherry Lane	155	155	0
510635400	Cadia Healthcare - Hyattsville	280	280	0
411115000	Clinton Nursing and Rehabilitation Center	267	267	0
333180600	Crescent Cities Nursing and Rehabilitation Center	158	150	-8
818989700	Doctors Community Rehab. & Patient Care Center	130	130	0
414431700	Forestville Health and Rehabilitation Center	162	162	0
414429500	Fort Washington Health and Rehabilitation Center	150	150	0
280024100	FutureCare - Capital Region	150	150	0
160077000	FutureCare - Pineview	180	180	0
510638900	Hillhaven Assisted Living_ Nursing & Rehab. Center	66	66	0
444248200	Hyattsville Nursing and Rehabilitation Center_ LLC	160	160	0
799044800	Largo Nursing and Rehabilitation Center_ LLC	130	130	0
168937100	Larkin Chase Center	0	120	120
166737800	Sacred Heart Home_ Inc.	44	102	58
300156300	Villa Rosa Nursing and Rehabilitation	107	107	0
Total Beds		2,666	2,812	146
<i>Facilities with CCRC Beds in 2021 not filing 2022 Medicaid Cost Report</i>				
	Riderwood Village CCRC	0	117	117
	Collingwood Lifecare CCRC	0	44	44
Number of MHCC 2021 Survey Beds Not Available to General Public in 2022				307

11. In comparing the chart on p. 33 vs the bullet points on p. 34 the hospitalization numbers do not match, please explain this discrepancy

This is the result of copying older Medicare Compare data into the Chart on page 33 and failing to update it when filing the application, not in December 2023, but in February 2024. In a conversation subsequent to this request for additional information, Jeanne Marie Gawal indicated that MHCC will review all of these data again on the native Medicare websites. So, we have not added more detail here.

- 12. On page 44 the applicant discusses waiver beds “for each new construction project” as an alternative to the proposed project. The waiver provisions in COMAR 10.24.20.04 state that waiver beds can only be used if the facility “has licensable physical space to accommodate the additional beds”. Unless the space exists for the waiver beds proposed, this would not be a viable alternative. Please explain and provide any additional considerations.**

This is another error. MHCC correctly observes that Hillhaven does not have “licensable physical space to accommodate the additional beds”. Hence, Waiver beds are not an alternative available to Sterling Care Hillhaven.

- 13. On page 51 the applicant discussed community engagement initiatives and programs including workshops, support groups and other resources. Please provide more detail and elaborate on the types of workshops, support groups and other resources planned.**

As noted in the application and in the response to Item 2 above, Sterling Care has not owned Hillhaven for a full year yet. It acquired the facility from Meridian in August 2023. To date, Sterling Care Hillhaven has provided Financial/Hillhaven introduction workshops at local senior centers. Hillhaven has also participated in community events by providing blood pressure checks by our nursing staff (a community booth for Hillhaven). Hillhaven did an educational monthly Zoom with the Alzheimer's Association. for Hillhaven resident families and opened that program to the community.

Although Sterling Care does not keep a record of all staff member communities, Hillhaven staff have begun attending community educational events and offering workshops. In the coming months, Sterling Care will begin offering the legal, financial, and life planning workshops that are standard in other Sterling Care communities.

As noted in the application, Sterling Care principles are active with the LifeSpan Network, the largest Maryland Nursing Home Association, and with the RNH Foundation, a nursing scholarship program that encourages young people to pursue careers in long-term care.

14. Please provide more detail and elaborate on how the facility integrates implicit bias and cultural competency into its training program.

Sterling Care leadership recognizes that implicit bias is unavoidable and results from people's life experiences. To help make the facility welcoming and comfortable for residents and staff members from a community as diverse as Prince George's County, Sterling Care Hillhaven is taking intentional steps to identify and address biases.

Upon hire and annually, staff members conduct continuous resident council meetings where residents meet and discuss what they want to make their lives more comfortable. Leadership reviews and addresses cultural requests, which may include food, entertainment, religious services, and any other special needs.

Exhibit 46 is a copy of a Cultural Competency Assessment tool that Sterling Care plans to use to formalize and expand the elements of its Cultural Diversity program. Materials used in staff training are included in **Exhibit 45**, Respecting Cultural Diversity. The latter was produced specifically for nursing homes by the American Association of Post-Acute Care Nursing.

Sterling Care does not discriminate against race, gender, culture, or religion in its admissions or staff hiring policies. Its focus is on quality of care, and that provides a platform for appreciating cultural differences.

15. In Table C. Budget, please provide more detail and elaborate on the following:

- a. Table B shows 1,300 SF in renovations, but nothing is listed under renovations (there are also no renovations listed in Table J).**

The “renovation” associated with this project is so minimal that the cost estimators included it in the construction budget. It is just the corridor connecting the old and new construction. The original table also had an error in the number of square feet. Please see the new Excel Table B in the revised Workbook.

- b. Interest on the mortgage. What goes up is the rent, see row 33 on Forms F and G PropCo refer to Form C row 58**

The rent increases for the Operating Company when the new addition comes on-line. The Rent is associated with a Triple Net Lease. As noted in the assumptions, it changes only with new space and represents the annual Mortgage Payment plus a small fee. This extra fee is required by the Lender to help bridge the timing of receipts.

- c. Loan placement fees.**

Indeed, there are none because this project will have access to a loan amount that was cleared by the lender when Sterling Care acquired the facility in 2023. Sterling Care will be exercising the loan option.

- d. No expenses listed for CON application assistance or legal fees.**

Normally, Sterling Care would expense these fees as part of its management services. For completeness, Table C and related tables in the attached workbook account for application assistance and legal fees. See replacement [Exhibit 22](#) for updated Pease Bell CPAs attesting to availability of applicant funds for this project.

16. Table D, explain why the 1,167 admissions in 2021 decreased to 345 in 2022.

Sterling Care purchased the facility on August 1, 2023. All data for 2021 through July 2023 was based on historical financials provided by the previous owner. Sterling Care does not know how the previous owner calculated admissions.

- 17. Table E, there are 28 admissions in 2025 totaling 3,407 patient days (an average of 122 days per patient)-however, in 2026 there are 156 admissions totaling 10,512 patient days (an average of 68 days per patient). In 2027 there are 104 admissions totaling 10,512 patient days (an average of 101 days per patient). Please provide the assumptions relied on for these projections**

As noted, the assumption is based on a calculation of 3 admissions per week on 32 beds in 2026 and 2 admissions per week on 32 beds, beginning in 2027. The assumption is that admissions per week decline as the building stabilizes with some long-term residents, and fewer remaining beds are available to maintain 90 percent occupancy. Long-term residents will increase the length of stay.

- 18. Table E, please provide an explanation of why admissions projected to decline 50% from 2026 to 2027?**

This response is not unlike Item 17. As noted in response to Item 17, the assumption is based on a calculation of 3 admissions per week on 32 beds in 2026 and 2 admissions per week on 32 beds, beginning in 2027. Sterling Care assumes that admissions per week decline as the building stabilizes with some long-term residents. See more discussion in Item 20.

- 19. Table F, please provide an explanation of why bad debt increased significantly from 2021 to 2023, and is not projected to show a significant increase from 2023 onwards?**

Bad debt has stabilized. Sterling Care purchased the facility on August 1, 2023. All data for 2021 through July 2023 was based on historical financials provided by the previous owner. Sterling Care does not know why the prior owner had that experience.

- 20. Table F shows significant losses 2021-2024 with income increasing by nearly a million in 2024 to 2025 when 2024 only expects 50% occupancy from June of that year onwards - please explain the assumptions leading to this projection.**

Sterling Care is a new owner and has far more experience operating nursing homes than the prior owner. As previously noted, Sterling Care purchased the facility on August 1, 2023. All data for 2021 through July 2023 was based on historical financials provided by the previous owner. As noted in Table D, the Occupancy increased significantly from 2021 on both the SNF and AL beds, and we have projected, based on current assumptions, that we can maintain a 90% occupancy going forward on both the current and new beds. As noted, we project that we will occupy 50% of the new beds in 2025 and then will maintain a 90% occupancy of all beds starting in 2026. Additionally, the previous owner's expense management was not as efficient and effective as we have been since we purchased the facility. Through oversight and in-house expense budgeting, we have already decreased expenses while still maintaining our high level of care, and we will continue to do so.

21. Table G shows 3400 patient days in 2025 leading to 2.8M in income but then in 2026 10,500 patient days leading to only 2M more. Please explain the assumptions leading to these projections

This is an error in our calculation. The correct Revenue in 2025 should be \$1,684,680, based on the 3,407 patient days reflected in Table E. The previous amount provided had been incorrectly calculated based on a 90% occupancy of the new beds in 2025, when it should have been just 50% occupancy. Please see the updated version of Table G. See the new workbook for corrections.

22. Table H, contractual employees is blank, however in Appendix 17 you provided a contract for rehabilitation services-please explain.

The contract with Rehab Advisors is a management services contract. Exhibit 17 has a copy of an unsigned contract. Replacement Exhibit 17 includes a signed copy. The contract refers to "Permanent Placement Services" under 2(a). Services. In Item 2(b) Relationship to Personnel, the contract indicates that these Permanent Placement Services staff will be direct Sterling Care employees. As noted in 2(a) the contract is for Facility Therapy Management Services. The rehabilitation company provides only management oversight for these employees. Only temporary therapy staff will be Rehab Advisors employees and Sterling Care does not plan for temporary therapy staff. Thus, therapy staff are properly included as FTEs in CON Table H.

CON TABLE PACKAGE FOR NURSING HOMES (CCFS)

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	
COMPREHENSIVE CARE						COMPREHENSIVE CARE				
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
SUBTOTAL Comprehensive Care	66	10	28	38	66	SUBTOTAL	44	27	71	98
ASSISTED LIVING						ASSISTED LIVING				
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
TOTAL ASSISTED LIVING	62	62	0	62	62	TOTAL ASSISTED LIVING	62	0	62	62
<i>Other (Specify/add rows as needed)</i>				0	0	<i>Other (Specify/add rows as needed)</i>			0	0
TOTAL OTHER						TOTAL OTHER				
FACILITY TOTAL	128	72	28	100	128	FACILITY TOTAL	106	27	133	160

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				47,627	47,627
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
Total	0	24,834	0	47,627	72,461

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
A. USE OF FUNDS			
1. CAPITAL COSTS			
a. New Construction			
(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
SUBTOTAL New Construction	\$7,150,000	\$0	\$7,150,000
b. Renovations			
(1) Building			\$0
(2) Fixed Equipment (not included in construction)			\$0
(3) Architect/Engineering Fees			\$0
(4) Permits (Building, Utilities, Etc.)			\$0
SUBTOTAL Renovations	\$0	\$0	\$0
c. Other Capital Costs			
(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
SUBTOTAL Other Capital Costs	\$350,000	\$0	\$350,000
TOTAL CURRENT CAPITAL COSTS	\$7,500,000	\$0	\$7,500,000
d. Land Purchased/Donated			
e. Inflation Allowance			
TOTAL CAPITAL COSTS	\$7,500,000	\$0	\$7,500,000
2. Financing Cost and Other Cash Requirements			
a. Loan Placement Fees			\$0
b. Bond Discount			\$0
c. CON Application Assistance			
c1. Legal Fees			\$0
c2. Other (CON consulting fees)	\$50,000		
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
SUBTOTAL	\$50,000	\$0	\$50,000
3. Working Capital Startup Costs			\$0
TOTAL USES OF FUNDS	\$7,550,000	\$0	\$7,550,000
B. Sources of Funds			
1. Cash	\$2,750,000		\$2,750,000
2. Philanthropy (to date and expected)			\$0
3. Authorized Bonds			\$0
4. Interest Income from bond proceeds listed in #3			\$0
5. Mortgage	\$4,800,000		\$4,800,000
6. Working Capital Loans			\$0
7. Grants or Appropriations			
a. Federal			\$0
b. State			\$0
c. Local			\$0
8. Other (Specify/add rows if needed)			\$0
TOTAL SOURCES OF FUNDS	\$7,550,000		\$7,550,000
Annual Lease Costs (if applicable)			
1. Land			\$0
2. Building	See Form F row 33, "Rent"		\$0
3. Major Movable Equipment			\$0
4. Minor Movable Equipment			\$0
5. Other (Specify/add rows if needed)			\$0

* 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
1. ADMISSIONS										
a. Comprehensive Care (public)	1,167	345	405	210	227	312	312	312	312	312
b. Comprehensive Care (CCRC Restricted)	-	-	-	-	-	-	-	-	-	-
Total Comprehensive Care	1,167	345	405	210	227	312	312	312	312	312
c. Assisted Living	150	48	20	15	15	15	15	15	15	15
d. Other (Specify/add rows of needed)	-	-	-	-	-	-	-	-	-	-
TOTAL ADMISSIONS	1,317	393	425	225	242	327	327	327	327	327
2. PATIENT DAYS										
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)	-	-	-	-	-	-	-	-	-	-
Total Comprehensive Care	19,789	20,995	21,198	21,740	25,088	32,193	32,193	32,281	32,193	32,193
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)	-	-	-	-	-	-	-	-	-	-
TOTAL PATIENT DAYS	35,716	39,831	41,936	42,617	45,907	53,013	53,013	53,158	53,013	53,013
3. NUMBER OF BEDS										
a. Comprehensive Care (public)	66	66	66	66	85	98	98	98	98	98
b. Comprehensive Care (CCRC Restricted)										
Total Comprehensive Care Beds	66	66	66	66	85	98	98	98	98	98
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
TOTAL BEDS	128	128	128	128	147	160	160	160	160	160
4. OCCUPANCY PERCENTAGE										
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
Total Comprehensive Care Beds	82.1%	87.2%	88.0%	90.0%	81.2%	90.0%	90.0%	90.0%	90.0%	90.0%
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
TOTAL OCCUPANCY %	76.4%	85.3%	89.8%	91.0%	85.8%	90.8%	90.8%	90.8%	90.8%	90.8%
5. OUTPATIENT (specify units used for charging and recording revenues)										
a. Adult Day Care	-	-	-	-	-	-	-	-	-	-
b. Other (Specify/add rows of needed)	-	-	-	-	-	-	-	-	-	-
TOTAL OUTPATIENT VISITS	-	-	-	-	-	-	-	-	-	-

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
1. ADMISSIONS							
a. Comprehensive Care (public)	-	-	28	156	104	104	104
b. Comprehensive Care (CCRC Restricted)	-	-	-	-	-	-	-
Total Comprehensive Care	0	0	28	156	104	104	104
c. Assisted Living	-	-	-	-	-	-	-
d. Other (Specify/add rows of needed)	-	-	-	-	-	-	-
TOTAL ADMISSIONS	0	0	28	156	104	104	104
2. PATIENT DAYS							
a. Comprehensive Care (public)	-	-	3,407	10,512	10,512	10,512	10,512
b. Comprehensive Care (CCRC Restricted)	-	-	-	-	-	-	-
Total Comprehensive Care	0	0	3,407	10,512	10,512	10,512	10,512
c. Assisted Living	-	-	-	-	-	-	-
TOTAL PATIENT DAYS	0	0	3,407	10,512	10,512	10,512	10,512
3. NUMBER OF BEDS							
a. Comprehensive Care (public)	-	-	19	32	32	32	32
b. Comprehensive Care (CCRC Restricted)	-	-	-	-	-	-	-
Total Comprehensive Care Beds	0	0	19	32	32	32	32
c. Assisted Living	-	-	-	-	-	-	-
d. Other (Specify/add rows of needed)	-	-	-	-	-	-	-
TOTAL BEDS	0	0	19	32	32	32	32
4. OCCUPANCY PERCENTAGE - IMPORTANT NOTE:							
<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
Total Comprehensive Care Beds	0.0%	0.0%	50.0%	90.0%	90.0%	89.8%	90.0%
c. Assisted Living	na	na	na	na	na	na	na
d. Other (Specify/add rows of needed)	na	na	na	na	na	na	na
TOTAL OCCUPANCY %	na	na	na	na	na	na	na
5. OUTPATIENT (specify units used for charging and recording revenues)							
a. Adult Day Care	-	-	-	-	-	-	-
b. Other (Specify/add rows of needed)	-	-	-	-	-	-	-
TOTAL OUTPATIENT VISITS	-	-	-	-	-	-	-

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

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
1. REVENUE										
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
Gross Patient Service Revenues	\$ 12,352,693	\$ 13,064,283	\$ 14,618,718	\$ 14,724,187	\$ 16,463,586	\$ 19,490,094	\$ 19,490,094	\$ 19,543,491	\$ 19,490,094	\$ 19,490,094
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Patient Services Revenue	\$ 10,279,141	\$ 11,199,106	\$ 13,105,930	\$ 13,186,832	\$ 14,807,540	\$ 17,577,731	\$ 17,577,731	\$ 17,625,889	\$ 17,577,731	\$ 17,577,731
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
NET OPERATING REVENUE	\$ 13,070,359	\$ 13,625,337	\$ 14,366,770	\$ 14,468,148	\$ 16,187,779	\$ 19,171,598	\$ 19,171,598	\$ 19,224,123	\$ 19,171,598	\$ 19,171,598
2. EXPENSES										
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	\$ 64,881	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ 192,308	\$ 192,308	\$ 192,308	\$ 192,308	\$ 192,308	\$ 192,308
g. Current Amortization	\$ -	\$ -	\$ -	\$ -	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333
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
TOTAL OPERATING EXPENSES	\$ 13,869,827	\$ 14,466,316	\$ 14,653,868	\$ 15,210,611	\$ 16,161,566	\$ 18,460,908	\$ 18,460,908	\$ 18,509,235	\$ 18,460,908	\$ 18,460,908

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
3. INCOME										
a. Income From Operation	\$ (799,468)	\$ (840,979)	\$ (287,098)	\$ (742,463)	\$ 26,213	\$ 710,690	\$ 710,690	\$ 714,888	\$ 710,690	\$ 710,690
b. Non-Operating Income										
SUBTOTAL	\$ (799,468)	\$ (840,979)	\$ (287,098)	\$ (742,463)	\$ 26,213	\$ 710,690	\$ 710,690	\$ 714,888	\$ 710,690	\$ 710,690
c. Income Taxes										
NET INCOME (LOSS)	\$ (799,468)	\$ (840,979)	\$ (287,098)	\$ (742,463)	\$ 26,213	\$ 710,690	\$ 710,690	\$ 714,888	\$ 710,690	\$ 710,690
4. PATIENT MIX										
a. Percent of Total Revenue										
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%
TOTAL	100.0%	100.0%	98.5%	100.0%	100.0%	100.0%	100.0%	100.0%	92.5%	100.0%
b. Percent of Inpatient Days										
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%
TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

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.

Medicaid days as a percentage of total SNF days	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 \$7.5 Million cost of construction, depreciated over 39 years.
- 2h. Project Amortization assumes a \$50,000 cost of legal and consulting fees, amortized over 15 years.
- 2i. Includes general supplies for dietary supplements, housekeeping, maintenance, and activities. Projected years assume 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
 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
1. REVENUE							
a. Inpatient Services - Skilled Nursing	\$ 1,684,680	\$ 4,777,022	\$ 4,777,022	\$ 4,790,109	\$ 4,777,022	\$ 4,777,022	\$ 4,777,022
b. Outpatient Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
c. Assisted Living	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gross Patient Service Revenues	\$ 1,684,680	\$ 4,777,022	\$ 4,777,022	\$ 4,790,109	\$ 4,777,022	\$ 4,777,022	\$ 4,777,022
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Patient Services Revenue	\$ 1,565,989	\$ 4,402,015	\$ 4,402,015	\$ 4,414,075	\$ 4,402,015	\$ 4,402,015	\$ 4,402,015
g. Other Operating Revenues	\$ 98,923	\$ 312,551	\$ 312,551	\$ 313,407	\$ 312,551	\$ 312,551	\$ 312,551
NET OPERATING REVENUE	\$ 1,664,913	\$ 4,714,566	\$ 4,714,566	\$ 4,727,482	\$ 4,714,566	\$ 4,714,566	\$ 4,714,566
2. EXPENSES							
a. Salaries & Wages (including benefits)	\$ 680,098	\$ 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	\$ 192,308	\$ 192,308	\$ 192,308	\$ 192,308	\$ 192,308	\$ 192,308	\$ 192,308
g. Current Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
h. Project Amortization	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333
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
TOTAL OPERATING EXPENSES	\$ 1,571,610	\$ 3,783,812	\$ 3,783,812	\$ 3,795,625	\$ 3,783,812	\$ 3,783,812	\$ 3,783,812
3. INCOME							
a. Income From Operation	93,303	930,754	930,754	931,858	930,754	930,754	930,754
b. Non-Operating Income	-	-	-	-	-	-	-
SUBTOTAL	93,303	930,754	930,754	931,858	930,754	930,754	930,754
c. Income Taxes	-	-	-	-	-	-	-
NET INCOME (LOSS)	93,303	930,754	930,754	931,858	930,754	930,754	930,754
4. PATIENT MIX							
a. Percent of Total Revenue							
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%
TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
b. Percent of Inpatient Days							
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%
TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

* 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.*

Indicate CY or FY	Projected Years (ending five years after completion) Add columns of needed.						
	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. Previous revenue reflected in 2025 of \$2,786,596 had been incorrectly calculated based on a 90% occupancy on all new beds in 2025. The correct Revenue in 2025 should be \$1,684,680 which is based on the 3,407 patient days reflected in Table E.						
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 \$7.5 Million cost of construction, depreciated over 39 years.						
2h.	Project Amortization assumes a \$50,000 cost of legal and consulting fees, amortized over 15 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 leves. 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)
1. Regular Employees											
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
Total Administration	20.00	\$82,254	\$1,645,071	-	-	\$0	-	-	\$0	20.0	\$1,645,071
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
Total Direct Care	73.00	\$74,388	\$3,870,180	27.00	\$74,388	\$1,456,051	-	-	\$0	100.0	\$5,326,231
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
Total Support	23.00	\$35,256	\$761,280	6.50	\$35,256	\$214,604	-	-	\$0	29.5	\$975,884
REGULAR EMPLOYEES TOTAL	116.00	\$191,897	\$6,276,531	33.50	109,643.67	\$1,670,655	-	-	\$0	149.5	\$7,947,186

TABLE H. WORKFORCE INFORMATION

2. Contractual Employees												
<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	
Total Administration	-	\$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	
Total Direct Care Staff	-	\$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	
Total Support Staff	-	\$0	\$0	-	\$0	\$0	-	-	\$0	0.0	\$0	
CONTRACTUAL EMPLOYEES TOTAL	-	\$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	
Benefits Total			\$1,637,111			\$427,932					\$2,065,043	
TOTAL COST	116.0		\$7,913,642	33.50		\$2,098,587	-		\$0		\$10,012,229	

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
Total	143.00	143.00	78.00	364.00		143.00	143.00	78.00	364.00
Licensed Beds at Project Completion				98		Licensed Beds at Project Completion			98
Hours of Bedside Care per Licensed Bed per Day				3.71		Hours of Bedside Care per Licensed Bed Per Day			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		-	-	-	-
Total Including 50% of Ward Clerks Time				4.00					-
Total Hours of Bedside Care per Licensed Bed Per Day				0.04		Total Hours of Bedside Care per Licensed Bed Per Day			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
BASE BUILDING CHARACTERISTICS	Check if applicable	
Class of Construction (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 type="checkbox"/>
Type of Construction/Renovation*		
Low	<input type="checkbox"/>	<input type="checkbox"/>
Average	<input type="checkbox"/>	<input type="checkbox"/>
Good	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Excellent	<input type="checkbox"/>	<input type="checkbox"/>
Number of Stories		

*As defined by Marshall Valuation Service

PROJECT SPACE	List Number of Feet, if applicable	
Total Square Footage	Total Square Feet	
Basement	7,114	
First Floor	17,720	
Second Floor		
Third Floor		
Fourth Floor		
Average Square Feet		
Perimeter in Linear Feet	Linear Feet	
Basement	394	
First Floor	857	
Second Floor		
Third Floor		
Fourth Floor		
Total Linear Feet		
Average Linear Feet		
Wall Height (floor to eaves)	Feet	
Basement	20	
First Floor	9	
Second Floor		
Third Floor		
Fourth Floor		
Average Wall Height		
OTHER COMPONENTS		
Elevators	List Number	
Passenger	None in the additon	
Freight	None in the additon	
Sprinklers	Square Feet Covered	
Wet System	First Floor & Basement: 24834	
Dry System	Attic: 17720	
Other	Describe Type	
Type of HVAC System for proposed project	Variable Refrigerant Flow (VRF) with Heat Recovery	
Type of Exterior Walls for proposed project	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>		
	NEW CONSTRUCTION COSTS	RENOVATION COSTS
SITE PREPARATION COSTS		
Normal Site Preparation	\$25,000	
Utilities from Structure to Lot Line	\$0	
Subtotal included in Marshall Valuation Costs	\$25,000	
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 (Specify/add rows if needed)		
Subtotal On-Site excluded from Marshall Valuation Costs	\$980,000	
OFFSITE COSTS		
Roads/Sidewalk	\$115,000	
Utilities	\$60,000	
Jurisdictional Hook-up Fees		
Other (Specify/add rows if needed)		
Subtotal Off-Site excluded from Marshall Valuation Costs	\$175,000	
TOTAL Estimated On-Site and Off-Site Costs <u>not</u> included in Marshall Valuation Costs	\$1,155,000	\$0
TOTAL Site and Off-Site Costs included and excluded from Marshall Valuation Service*	\$1,180,000	\$0

*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.

Exhibit 13

From: [Vipul Talwar](#)
To: [Nancy Lane](#)
Cc: [Jeff Kagan \(JKagan@sterlingsr.com\)](mailto:JKagan@sterlingsr.com)
Subject: Hillhaven SNF Addition - Compliance with FGI Guidelines
Date: Monday, March 25, 2024 8:40:35 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Nancy: This is to confirm that Hillhaven Skilled Nursing Facility 32 bed Addition design will comply with the (relevant portions of Part 1, Part 2, and Part 3.1) FGI Residential Health, Care and Support Facilities Guidelines - 2022 Edition. Please note that (per section 3.1-1.2.2.1 of the Guidelines) the Addition will comply with the Traditional Model approach. All areas such as, but not limited to, Diagnostic & Treatment Areas, Resident Support Facilities, Resident Areas, Building Support Facilities, Public and Administrative Areas 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
My email address has been updated!



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Recently acquired Waldon Studio Architects, read the full [press release](#)



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Exhibit 17

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

Shaya Ungar

By: _____

Name: Shaya Ungar

Title: VP od BD

Date: 08 / 01 / 2023

Sterling Care Hilhaven

Jeff Kagan

By: _____

Name: Jeff Kagan

Title: President

Date: 08 / 01 / 2023

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.

Category	Term(s)
Legal Name of Party to Agreement that is the Owner/Licensed Operator of Facility (“Facility”)	Sterling Care Hillhaven
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><i>Therapy Management Services: \$4,300 per month.</i> Fees for the current month of service will be billed on the first of that month, and are due by the 30th of that month by check, ACH, wire or certified funds.</p> <p><i>Temporary Staffing Services:</i> 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><i>Data Transfer:</i> One time fee (Discounted \$1,000) to \$4,000, approved by S Ungar</p> <p><i>Claims and Appeals for Medicare and Managed Care Payers: 15% discount off claims list price – approved by Shaya Ungar</i></p>



REHAB ADVISORS BY ENHANCE

Shaya Ungar

By: _____

Name: Shaya Ungar

Title: VP of BD

Date: 08 / 01 / 2023

Sterling Care Hillhaven

By: *J. Kagan*

Name: _____

Title: Jeff Kagan

Date: President

08 / 01 / 2023

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") *shaya Ungar*

By: _____

Name: Shaya Ungar

Title: VP of BD

DATE: 08 / 01 / 2023

STERLING CARE HILHAVEN

("Facility") *J Kagan*

By: _____

Name: Jeff Kagan

Title: President

Date: 08 / 01 / 2023

Title	Hillhaven
File name	Hilhaven_Rehab_Advisors_Contract.pdf
Document ID	51bcc76312d7c0b9978c331db583b7a4d9229d05
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

04 / 03 / 2024
17:48:22 UTC

Sent for signature to Jeff Kagan (jkagan@sterlingsr.com) and Shaya Ungar (shayau@tendertouch.com) from shayau@tendertouch.com
IP: 65.242.202.98



VIEWED

04 / 03 / 2024
17:52:50 UTC

Viewed by Jeff Kagan (jkagan@sterlingsr.com)
IP: 50.199.176.33



SIGNED

04 / 03 / 2024
17:53:47 UTC

Signed by Jeff Kagan (jkagan@sterlingsr.com)
IP: 50.199.176.33



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04 / 03 / 2024
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SIGNED

04 / 03 / 2024
18:00:38 UTC

Signed by Shaya Ungar (shayau@tendertouch.com)
IP: 65.242.202.98



COMPLETED

04 / 03 / 2024
18:00:38 UTC

The document has been completed.

Exhibit 22

April 2, 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 \$7,550,000 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 \$2,750,000. 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

Exhibit 30

Daily Bed Management Policy – Hillhaven

Each morning, as part of the management team review, the Administrator, (or designee), the Director of Nursing, (or designee), the admissions director, (or designee), and, other management associates, as directed by the administrator, will review the following:

1. Current Skilled Nursing residents:
 - a. Review any remarkable changes, discharge plans, transfers within the community, or, concerns, (i.e., roommate incompatibility, infection control issues, privacy concerns, etc.)
 - b. Review the current openings and projected openings at the end of the day for the community, considering current and anticipated openings.
2. Review the opportunity or availability for new move-ins with the admissions director, paying strict attention to the maximum certified SNF beds allowed in the community, and/or section of the building.
3. In planning for new move-ins, we need to ensure we do not exceed the licensed capacity of the community or section of the community for SNF beds, which will be a key consideration for any new or returning residents.
4. Only in extreme, pre-authorized emergency situations, will overflow beyond current bed certification be allowed, if directed or approved by the department of health in writing, for overflow emergencies, infection control exceptions, i.e., pandemic exceptions, or, other, exceptional situations.

Exhibit 31

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

Independence Now

Nursing Home Outreach - Money Follows the Person

405



Michael Saunders
Director, Money Follows the Person
cell: 301-335-5915
email: msaunders@innow.org



Carlos Garner
Peer Support Counselor
cell: 301-312-0539
email: cgarner@innow.org

WE ARE HERE TO HELP YOU TRANSITION TO THE COMMUNITY!
CONTACT US TODAY FOR WAIVER ASSISTANCE.



Felicia Latimore
Peer Support Counselor
office: 240-638-0069
email: flatimore@innow.org

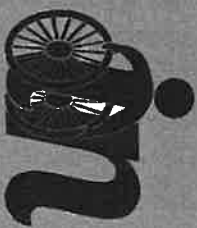
Independence Now, Inc
12301 Old Columbia Pike Suite 101
Silver Spring, MD 20904



What is Money Follows the Person?

Money Follows the Person (MFP) helps people transition from an institution, for example a nursing facility, back to community living in an apartment, private home, or small group setting.

We are as excited as you are about transitioning to the community so let us help you get started!



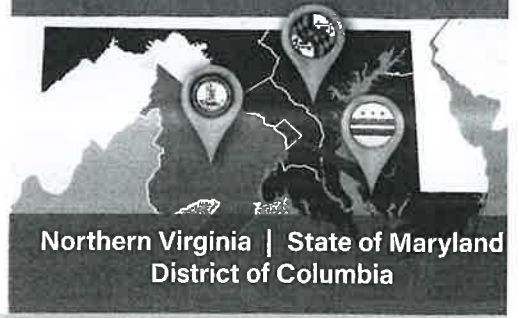
Independence Now

www.innow.org

Exhibit 32

PositiveAging Sourcebook

HOUSING | AGING IN PLACE | RESOURCES | HELP FOR FAMILIES



**Innovative Capital
Caring Health
program provides
joy, comfort, and
companionship,**

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Putting Care First

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page 6

Housing Options
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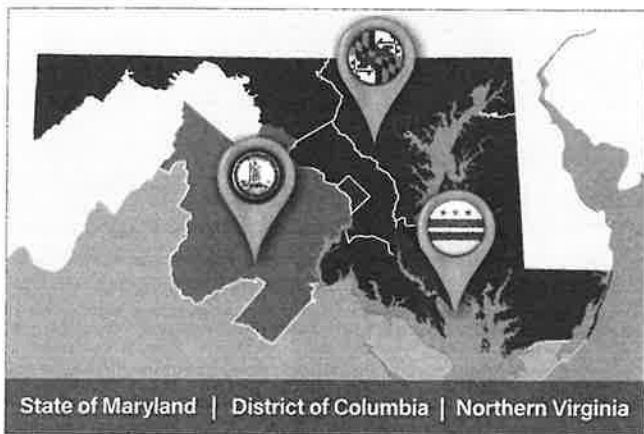
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www.positiveagingsourcebook.com

FREE

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State of Maryland | District of Columbia
Northern Virginia - 2023



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An organization dedicated to helping seniors in Montgomery County, MD

COVER STORY



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Putting Care First

Hospice care was created to assist when a patient approaches the end of life. It can make the time remaining a more comfortable, even rewarding experience for both patients and families. More time in hospice means more help for families and caregivers and more room for what matters. Capital Caring Health has been providing high-quality advanced illness care for patients in the Washington, DC metropolitan region and their families for more than 45 years.

FEATURE STORY

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Challenging Choices



Tanya Bodzin's journey as a caregiver started when her husband of 55 years, Steve, began to show signs of Alzheimer's disease. With the help of local professionals,

Tanya was able to care for her husband, secure their financial future, and plan for her own retirement.

Live&Interactive DISCUSSIONS

with Positive Aging Sourcebook



JOIN THE CONVERSATION!

- ✓ Connect, learn and share
- ✓ Sign up for FREE
- ✓ View previous sessions on demand
- ✓ Weekly digital discussions on timely senior living topics

www.positiveagingsourcebook.com/digital-discussions

Exhibit 33

Sterling Care
Discharge Home/to another facility Checklist

Expected time of Discharge: _____

Resident Name: _____ Date: _____

- ___ Complete a thorough head to toe skin assessment and document in PCC under skin assessment
- ___ Prepare remaining medications to be sent home with resident. If sending narcotics, there must be an **order in PCC that states "Discharge resident to home with _____ List out specifics controlled medications such as xanax, percoet etc.**
- If transferring to another facility, we do not send meds**
- ___ Complete and Print Discharge Instruction IDT assessment from PCC-interdisciplinary to complete
- ___ Complete and print Discharge Medication Reconciliation from PCC
- ___ Review medications and discharge instructions with Resident if capable, care giver or POA if resident is not capable
- ___ Have resident or care giver, POA sign all discharge papers and inventory sheet.
- ___ Accompany the resident to the front of the building and help them get into the vehicle if they need assistance. Help them with their belongings
- ___ Complete Discharge note in PCC: Here is a sample:

John Smith discharged the facility at 10:25 AM via private vehicle (ambulance, facility van etc.) to _____ (home, sisters, facility name). He was discharged with all belongings and remaining medications. Medications were reviewed with _____. _____ (resident, care giver etc.) voiced an understanding. Skin assessment complete at the time of discharge. (do skin assessment in PCC and document any areas).

If transferring to another facility add this: Report called to _____ at _____ (name of facility) at 10:35 AM.

Discharging Nurse Signature: _____ Date: _____

Place form in Unit Manager Folder

STERLING CARE

NOTICE OF RESIDENT TRANSFER OR DISCHARGE

Residents Name: _____

Room # _____ **Date:** _____

As per the Sterling Care's admission agreement, the facility must transfer/discharge a resident when the facility determines such action to meet the residents needs for healthcare services outside the facility.

This informs you that _____
(Resident's Name)

will be transferred to _____
(Name of Institution or Residence)

located at _____
(City and State)

On ____/____/____ for the following reason: (Check appropriate reason below)

___The transfer or discharge is necessary for the resident's welfare and the resident's needs cannot be met in this facility.

___The residents health has improved sufficiently, and the resident no longer needs the services provided by this facility.

___The safety of the individuals in the facility is not in their best interest by the resident being here.

___The decision to discharge/transfer was discussed and agreed to by the resident's physician.

___A copy of the Bed hold policy has been given to you.

At the time of discharge the resident was prepared for transfer by _____

(Document what preparation and orientation was given to the resident to ensure an orderly transfer)

(Signature and Title of Facility Staff)

The Signature below acknowledges that I have received a copy of the Resident Transfer or Discharge.

(Signature of Resident or Responsible Party)

If resident is incapable and Responsible Party not in the facility during discharge, a copy will be mailed to the Responsible Party:

Mailed to: _____

Date mailed: _____

Transfer or Discharge

Policy Statement

Once admitted to the facility, residents have the right to remain in the facility. Facility-initiated transfers and discharges, when necessary, must meet specific criteria and require resident/representative notification and orientation, and documentation as specified in this policy.

Policy Interpretation and Implementation

1. Each resident will be permitted to remain in the facility, and not be transferred or discharged unless:
 - a. the transfer or discharge is necessary for the resident's welfare and the resident's needs cannot be met in this facility;
 - b. the transfer or discharge is appropriate because the resident's health has improved sufficiently so the resident no longer needs the services provided by this facility;
 - c. the safety of individuals in the facility is endangered due to the clinical or behavioral status of the resident;
 - d. the health of individuals in the facility would otherwise be endangered;
 - e. the resident has failed, after reasonable and appropriate notice, to pay for (or to have paid under Medicare or Medicaid) a stay at this facility.
 - (1) Nonpayment applies if the resident does not submit the necessary paperwork for third party payment or after the third party, including Medicare or Medicaid, denies the claim and the resident refuses to pay for his or her stay.
 - (2) For a resident who becomes eligible for Medicaid after admission to a facility, the facility will charge a resident only allowable charges under Medicaid; or
 - f. the facility ceases to operate.

Notice of Transfer or Discharge

2. The resident and representative are notified in writing of the following information:
 - a. The specific reason for the transfer or discharge;
 - b. The effective date of the transfer or discharge;
 - c. The specific location (such as the name of the new provider or description and/or address if the location is a residence) to which the resident is being transferred or discharged;
 - d. An explanation of the resident's rights to appeal the transfer or discharge to the state, including:
 - (1) the name, address, email and telephone number of the entity which receives such appeal hearing requests;
 - (2) information about how to obtain an appeal form; and
 - (3) how to get assistance in completing and submitting the appeal hearing request;
 - e. The Notice of Facility Bed-Hold and policies;
 - f. The name, address, and telephone number of the Office of the State Long-term Care Ombudsman;
 - g. The name, address, email and telephone number of the agency responsible for the protection and advocacy of residents with intellectual and developmental (or related) disabilities (as applies);
 - h. The name, address, email and telephone number of the agency responsible for the protection and advocacy of residents with a mental disorder or related disabilities (as applies); and
 - i. The name, address, and telephone number of the state health department agency that has been designated to handle appeals of transfers and discharge notices.

Notice of Transfer or Discharge (Emergent or Therapeutic Leave)

1. When residents who are sent emergently to an acute care setting, these scenarios are considered facility-initiated transfers, NOT discharges, because the resident's return is generally expected.
1. Residents who are sent emergently to an acute care setting, such as a hospital, are permitted to return to the facility. Residents who are sent to the acute care setting for routine treatment/planned procedures are also allowed to return to the facility.
2. Under the following circumstances, the notice is given as soon as it is practicable but before the transfer or discharge:
 - a. The health and/or safety of individuals in the facility would be endangered due to the clinical or behavioral status of the resident;
 - b. The resident's health improves sufficiently to allow a more immediate transfer or discharge;
 - c. An immediate transfer or discharge is required by the resident's urgent medical needs; or
 - d. A resident has not resided in the facility for 30 days.
3. **Notice of Transfer** is provided to the resident and representative as soon as practicable before the transfer and to the long-term care (LTC) ombudsman when practicable (e.g., in a monthly list of residents that includes all notice content requirements).
4. **Notice of Facility Bed-Hold and Return** policies are provided to the resident upon discharge and representative within 24 hours of emergency transfer.
5. Notices are provided in a form and manner that the resident can understand, taking into account the resident's educational level, language, communication barriers, and physical or mental impairments.
6. Nursing notes will include documentation of appropriate orientation and preparation of the resident prior to transfer or discharge.

Appealing Transfer or Discharge

1. Residents have the right to appeal a facility-initiated transfer or discharge through the state agency that handles appeals.
2. Upon notice of transfer or discharge, the resident will be provided with a statement of his or her right to appeal the transfer or discharge, including:
 - a. the name, address, email and telephone number of the entity which receives such requests;
 - b. information about how to obtain, complete and submit an appeal form;
 - c. how to get assistance completing the appeal process; and
 - d. the facility bed-hold policy.
3. The facility will assist the resident in filing the appeal, if such assistance is requested.
4. If a resident exercises his or her right to appeal a transfer or discharge notice he or she will not be transferred or discharged while the appeal is pending, unless the failure to discharge or transfer would endanger the health or safety of the resident or other individuals in the facility.
5. If the resident is transferred or discharged despite his or her pending appeal, the danger that failure to transfer or discharge would pose is documented.

Orientation for Transfer or Discharge (Planned)

1. A post-discharge plan is developed for each resident prior to his or her transfer or discharge. This plan will be reviewed with the resident, and/or his or her family, at least twenty-four (24) hours before the resident's discharge or transfer from the facility.
2. A member of the interdisciplinary team will review the final post-discharge plan with the resident and family at least twenty-four (24) hours before the discharge is to take place.

Information Conveyed to Receiving Provider

1. Should a resident be transferred or discharged for any reason, the following information is communicated to the receiving facility or provider:
 - a. The basis for the transfer or discharge;
 - (1) If the resident is being transferred or discharged because his or her needs cannot be met at the facility, documentation will include:
 - a) the specific resident needs that cannot be met;
 - b) this facility's attempt to meet those needs; and
 - c) the receiving facility's service(s) that are available to meet those needs;
 - b. Contact information of the practitioner responsible for the care of the resident;
 - c. Resident representative information including contact information;
 - d. Advance directive information;
 - e. All special instructions or precautions for ongoing care, as appropriate such as:
 - (1) treatments and devices (oxygen, implants, IVs, tubes/catheters);
 - (2) transmission-based precautions such as contact, droplet, or airborne;
 - (3) special risks such as risk for falls, elopement, bleeding, or pressure injury; and/or
 - (4) aspiration precautions;
 - f. Comprehensive care plan goals; and
 - g. All other information necessary to meet the resident's needs, including but not limited to:
 - (1) resident status, including baseline and current mental, behavioral, and functional status,
 - (2) recent vital signs;
 - (3) diagnoses and allergies;
 - (4) medications (including when last received);
 - (5) most recent relevant labs, other diagnostic tests, and recent immunizations;
 - (6) a copy of the residents discharge summary; and
 - (7) any other documentation, as applicable, to ensure a safe and effective transition of care.

Documentation of Facility-Initiated Transfer or Discharge

1. When a resident is transferred or discharged from the facility, the following information is documented in the **medical record**:
 - a. The basis for the transfer or discharge;
 - (1) If the resident is being transferred or discharged because his or her needs cannot be met at the facility, documentation will include:
 - a) the specific resident needs that cannot be met;
 - b) this facility's attempt to meet those needs; and
 - c) the receiving facility's service(s) that are available to meet those needs;
 - b. That an appropriate notice was provided to the resident and/or legal representative;
 - c. The date and time of the transfer or discharge;
 - d. The new location of the resident;
 - e. The mode of transportation;

- f. A summary of the resident's overall medical, physical, and mental condition;
 - g. Disposition of personal effects;
 - h. Disposition of medications;
 - i. Others as appropriate or as necessary; and
 - j. The signature of the person recording the data in the medical record.
2. Should the resident be transferred or discharged for any of the following reasons, the basis for the transfer or discharge is documented in the resident's clinical record by the resident's **attending physician**:
- a. The transfer or discharge is necessary for the resident's welfare, and the resident's needs cannot be met in the facility; or
 - b. The transfer or discharge is appropriate because the resident's health has improved sufficiently so the resident no longer needs the services provided by the facility.
3. Should the resident be transferred or discharged for any of the following reasons, the basis for the transfer or discharge will be documented in the resident's clinical record by a **physician**:
- a. The safety of individuals in the facility is endangered due to the clinical or behavioral status of the resident; or
 - b. The health of individuals in the facility would otherwise be endangered.

Exhibit 34

Sterling Care Hillhaven Prototype Rooms



UNIT TYPE A1
AREA - 224 SF



UNIT TYPE B1
AREA - 314 SF

UNIT TYPE B1
A7- UNIT PLANS

FEBRUARY 15th 2024



**MICHAEL
GRAVES**

HILLHAVEN ASSISTED LIVING AND REHABILITATION CENTER ADDITION

Exhibit 35

Hillhaven Sterling Care
Quality Assurance Performance Improvement Committee Monthly Meeting
 Confidential: Prepared by and on behalf of the Quality Assurance Performance Improvement committee

Date 02/28/24			
Agenda Items			
*Vendor Reports (Jan, April, July, Oct) <u>VENDORS</u> Pharmacy Lab Company Hospice X-ray Med Options Other Vendors Skilled Wound Care <hr/>	CONCERNS		
		Current Qtr Follow Up	Last Qtr Follow Up
	Pharmacy	Timely processing of medication orders in accordance with established delivery-cutoff times. Communication procedures for clarifications, out of stock medications, and anticipated delays.	
	Labs		
	Mobile Xray		
	MedOptions		
	Other Vendors		
	<i>All vendor reports are in the PI manual for additional review per request.</i>		
QM 5 Star Rating and total QM Points	Current Month	Prior Month	Month Prior
	February 2024 – 4-star rating 1507 points	January 2024 – 4-star rating 1507 points	December 2023 – 4-star rating 1507 points

**Recruitment and Retention;
Human Resources**

New Hires for month of **January 2024**

Name	Position	Type	Hire Date
Ete Ajabawa	Housekeeping	FT	1/23/24
Phalese Hooks	GNA	PT	1/23/24
Fatmata Jallah	LPN	PRN	1/23/24
Glifton Pearson	Floor Tech.	FT	1/23/24

Terminations for the month of **4**

Work injuries in the month of **0**

Name	Position	Type of injury	Expected return date
n/a			

Evaluations Outstanding: **0**

Mandatory Education Outstanding: **0**

Retention Efforts: See below.

	<ol style="list-style-type: none">1. Pay competitive rates.2. Create people first working environment3. Recognize and appreciate employees' hard work4. Set up mentoring and training programs <hr/>
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GNA Report:	Current Month	Prior Month for Trends
	Attached Asked for more linen in SNF/Nursing Home	In need for more linen carts
Safety Meeting Report: Main Director	Current Month	Prior Month
	Fire Drills – completed Elopement Drills – completed Disaster Drills - none Other	Completed as scheduled Completed as scheduled None
Census and Marketing: Admissions Director	<p>Month: January 2024 Admissions: Medicare 32 Medicaid 0 Other 3</p> <p>Month: January 2024 Discharges: Hospital 5 Home 15 Another facility 0 Other 7</p> <p>Marketing Activities: Attend Hospital visits to coordinate with case managers.</p> <p style="padding-left: 40px;">Send communication information to the different hospitals daily.</p> <p style="padding-left: 40px;">Networking activities.</p>	
Other	Current Month Trends	Prior Month Trends
	Nutrition/Dietary (Dietitian) No trends	No trends
	Self-Reports (Admin) No Self- Reports	No Self - Reports
	Concern Forms/Grievances (Admin) No trends	No trends
	Meal Service (Kitchen) Meal temps are down by the time it gets delivered to the residents.	No trends
	Medication Pass Audit (QAPI) No trends	No trends

Medical Director Report Increased Unplanned Transfers, Increased Number of Falls	
Activities (Resident Council) No trends	

Clinical Goals and Negative Trending Reports QA Director to review monthly reports and negative trends.	Clinical Area	Goal	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
	Wound Rate (center acquired)	<1%	0											
	Weight Loss (unplanned)	<5%	0											
	Falls	<10%	12%											
	Falls with Major Injury	<2%	0											
	Unplanned Transfer	<15%	18%											
	Infections (In house acquired)	<3%	3%											
	Anti-psychotic Drug reduction	Trend down monthly	Trend down											
	UTI infections	<3%	1%											
	C-diff infections	<3%	0											
	Sentinel Events	0%	0											

COVID +		0												
COVID Deaths		0												

Trends that need further review and Action plan: Unplanned Transfers

Clinical Incident Reports: DON

All Clinical Incident Reports will be required to have proper follow up documented, attached and filed.

Total CI for the Current Month

19 incident reports/12 falls and 7 skin related issues

Trends:

Increased number of falls in January: Total 12 falls, 1 witnessed and 11 unwitnessed. 5 falls on 7-3 shift; 6 falls on 3-11, and 1 fall on 11-7. The highest number occurred on 3-11 but no trends identified. 1 resident went to ER for evaluation due to sustained abrasion to the head, she returned within a few hours in a stable condition. 2 residents fell in a long-term care area and 10 residents fell in SNF areas. 1 resident had repeat falls due to impulsive behavior and severe Dementia. All residents have diagnosis of Dementia. Each case was discussed in a Fall Committee Meeting and new interventions were implemented as discussed case by case. Also Care Plans were updated.

Will continue to analyze and report to the committee x next 3 months.

Prior Month:

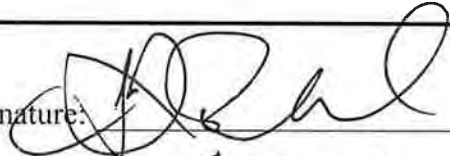
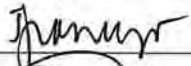

14 incident reports/ 9 falls and 5 other issues.

Trends:

No significant trends identified.

Current Facility Action Plans For Clinical Incidents

No Action Plans in progress

Department Audits Monthly: QA Director to publish negative trends.	Audit Exit Seeking	Trends Need Alarm System for the Wonder guard at the entrance of the building	Action Plan In progress/see action plan
	Change in condition process management	Increased number of residents with elevated sodium levels	In progress/see action plan
	Unplanned transfers to the hospital	Increased number or residents transferred to the hospital for the evaluation	In progress/see action plan
	Resident Hydration Initiative	No trends identified	In progress/see action plan
	Increased meal temps by the time it gets to the residents	Increased temps	In progress/see action plan
	<i>Annual Goals for Hillhaven: Antibiotics for UTI/McGeer's criteria/principles, Unplanned Transfers, Antipsychotics for Short term residents, Long stay Pressure Sores</i>		
Last Survey follow up:	Date of Last Survey: May 25, 2022 Survey Window Open (dates): Continuous Complaint Surveys: None Self-Reports: None		
Action Plan with root cause identified and needed	Decreased meal temperatures by the time it gets delivered to the residents		
Signatures:	Admin Signature:  _____ Date: <u>3/14/24</u> DON Signature:  _____ Date: <u>3/14/24</u> Medical Director Signature:  _____ Date: <u>3/14/24</u>		

QAPI Director Signature: Alla Koshak

Date: 3/14/24

Exhibit 36

Sterling Care QAPI Written Plan 2024

The QAPI Written Plan will guide our organization's performance improvement efforts. This plan is a framework for an effective, comprehensive, data driven program that focuses on the indicators that reflect outcomes of care and quality of life. The plan will assist our organization in achieving what we have identified as the purpose of QAPI in our organization. The QAPI plan also is intended to be a living document that our organization will continue to review and revise. Our written QAPI plan will be made available to a state agency, federal surveyor, or CMS upon request. It reflects the way our organization has developed, implemented, and maintained our quality program.

Mission:

We strive to treat our residents, their families and our caregivers with the highest level of dignity and respect by promoting a nurturing environment of continuous improvement and service excellence.

Vision:

To pioneer healthcare by creating compassionate, memorable and rewarding experiences for every person we touch in the community we serve.

Guiding Principles:

S - Superior
T - Teamwork
E - Excellence
R - Respect
L - Loyalty
I - Improvement
N - Nurturing
G - Greatness

We strive to consistently provide the highest level of care in the most cost-efficient manner. This means attempting to meet the needs and surpassing the expectations of our patients, their family members, physicians, payers, staff members and the communities we serve through teamwork and endeavoring to achieve continuous improvement

Purpose of our Organization's QAPI Plan:

Our organization's written QAPI plan provides guidance for our overall quality improvement program. Quality assurance performance improvement principles will drive the decision making within our organization. Decisions will be made to promote excellence in quality of care, quality of life, resident choice, person directed care, and resident transitions. Focus areas will include all systems that affect resident and family satisfaction, quality of care and services provided, and all areas that affect the quality of life for persons living and working in our organization. The administrator will assure that the QAPI plan is reviewed minimally on an annual basis by the QAA

committee. Revisions will be made to the plan ongoing, as the need arises, to reflect current practices within our organization. These revisions will be made by the QAA committee. Revisions to the QAPI plan will be communicated as they occur to corporate leadership, residents, families, and staff through meetings, memos, and emails.

List of Services We Provide to Residents:

QAPI activities will be integrated across all the care and service areas of our organization. Each area should have a representative on the QAA committee. If a representative is not available, the area should still be addressed through committee discussions. Our service areas will work together whenever possible to integrate care and services across our continuum of care to better meet the needs of the residents living in our community. Our QAPI activities will cross service areas and departments and we will work together to assure we address all concerns and strive to continuously improve the provided services. On an annual basis, and as needed, a Facility Assessment will be conducted to include an overview of the services and care areas that are provided. Any new service areas or changes in population or service areas identified during the Facility Assessment will be included in our QAPI plan.

Our service areas include:

- 24 hours 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, TPN
- Dementia
- Physical Therapy
- Occupational Therapy
- Speech Therapy
- IV Therapy
- Physician Services
- Behavioral Services
- Hospice Services
- Palliative Care
- Telemedicine Consults
- Social Services/Discharge Planning
- Nutritional Services

How our QAPI Plan Will Address Key Issues:

Our organization provides services across the continuum of care. These services have an impact on the clinical care and quality of life for residents living in our community. All departments and services will be involved in QAPI activities and the organization's efforts to continuously improve services.

Our QAPI plan includes the policies and procedures used to:

- Identify and use data to monitor our performance
- Establish goals and thresholds for our performance measurement
- Utilize resident, staff and family input
- Identify and prioritize problems and opportunities for improvement
- Systematically analyze underlying causes of systemic problems and adverse events
- Develop corrective action or performance improvement activities

The principles of QAPI will be taught to all staff, volunteers, and board members on an ongoing basis. QAPI activities will aim for the highest levels of safety, excellence in clinical interventions, resident and family satisfaction and management practices. All organizational decisions involving residents will be focused on their autonomy, individualized choices and preferences, and to minimize unplanned transitions of care.

The organization will partner with each resident, their family, and/or advocate to achieve their individualized goals and provide care that respects their autonomy, preferences and choices. When the need is identified, we will implement corrective action plans or performance improvement projects to improve processes, systems, outcomes, and satisfaction.

Our organization strives to employ evidence based practices related to performance excellence in all management practices, clinical care and resident and family satisfaction. We will solicit and utilize staff, resident and family input into all aspects of our QAPI program.

Current Quality Assessment and Assurance Activities:

The QAA committee will review data from areas the organization believes it needs to monitor on a monthly basis to assure systems are being monitored and maintained to achieve the highest level of quality for our organization.

Use of Best Available Evidence:

Our organization will use the best available evidence and data to benchmark our organization, establish goals and define measurements for improvement. The QAA Committee will review data from our corporation, state, and national sources to compare our organization against. When establishing goals, defining measurement and choosing interventions, we will use the best available evidence based practices and guidelines to guide our decision-making.

Responsibility and Accountability:

The administrator has responsibility and is accountable to the company ownership and our corporation for ensuring that QAPI is implemented throughout our organization. QAPI activities and discussion will be a standing item on our corporate meeting agendas. The administrator will

attend, report on, and solicit input on all QAPI activities on a regular basis. The administrator is responsible for assuring that all QAPI activities and required documentation is provided to our corporation.

How QAPI will be adequately sourced:

The administrator, president, and CEO will establish a budget to ensure that QAPI activities are supported. These expenses may include, but are not limited to staff time for being involved in Performance Improvement Projects and meetings, monies needed for improvement projects, staff training and education, etc. This budget will be reviewed on a monthly basis by the administrator and revised as necessary. The administrator and QAA committee will work together to review budgetary needs and share decision making regarding performance improvement projects.

Plan for mandatory QAPI staff training and orientation:

QAPI principles and staff responsibilities related to QAPI and ongoing quality improvement will be included in orientation for all new employees. QAPI will be included in the organizational orientation that all new employees are required to attend. All staff will participate in ongoing annual QAPI training which will include quality improvement principles and practices, how to identify areas for improvement, updates on current performance improvement projects, and how staff can be involved in performance improvement projects.

Framework for QAPI:

All department managers, the administrator, the director of nursing, infection control and prevention officer, medical director, consulting pharmacist, and a nursing assistant will provide QAPI leadership by being on the QAA committee. The QAA committee will meet monthly. QAPI activities and outcomes will be on the agenda of every staff meeting and shared with residents and family members through their respective councils. The QAA committee will report all activities to corporate leadership during their regularly scheduled meetings. The QAA committee will have responsibility for reviewing data, suggestions, and input from residents, staff, family members, and other stakeholders. The QAA committee will prioritize opportunities for improvement and determine which performance improvement projects will be initiated. When an issue or problem is identified that is not systemic and does not require a performance improvement project, the QAA committee will decide how to correct the issue or problem. These corrections may include an easy decision, corrective action plan, or rapid improvement cycle. The committee will solicit individuals from the organization to participate in performance improvement projects. The committee will monitor progress, provide input, and ensure the individuals involved in the project have the resources they need. The QAA committee will use a charter for all QAPI projects

How the QAPI activities will be reported to the governing body:

The administrator will facilitate discussion on QAPI activities at the corporate leadership meetings. QAPI will be a standing agenda item for these meetings. Input will be solicited from company ownership on QAPI activities. All current projects and outcomes will be reviewed by the VP of Clinical Services.

How a fair and just culture for staff will be implemented:

Our organization is a learning environment. We believe in the practices and principles of a fair and just culture. All managers will promote staff involvement in improving quality. Staff will be encouraged to bring concerns, issues, and opportunities for improvement to any supervisor/manager. The managers will respond in a consistent manner to encourage, and not discourage, staff to bring forward opportunities for improvement. Staff will be encouraged to report errors and near misses to allow the organization to learn from those occurrences and make systemic changes to prevent recurrences. Staff will be held accountable for their behavioral choices and reckless behavior will not be tolerated. Our goal is to improve the systems that drive our actions.

Data Sources to Analyze Performance, Identify Risk and Collect Feedback/Input:

- Advanced care planning audits
- CMS Quality Measures (long-stay; short-stay)
- CASPER report
- Consistent assignment
- Drug regimen review summary
- Falls
- Family Satisfaction
- Fire safety deficiencies
- Infection Prevention and Control Program
- Info from providers, physicians, contractors, vendors
- Medication administration audits
- Medication errors
- Medication room audits
- Near Misses (incidents w/out serious harm)
- Performance Indicators
- Rehospitalization rates
- Resident council minutes
- Resident satisfaction surveys
- Staff retention
- Staff satisfaction
- State survey results
- Staff turnover

The data collection frequency, the responsible QAA team members, the data analysis communication, and frequency of communication will all be determined on an as needed basis by the QAA committee which will take into consideration the level of risk and opportunity determined by the data; for example items such as abuse, neglect, and maltreatment would trigger immediate interventions by the QAA committee.

How our organization will conduct Performance Improvement Projects (PIPs):

Our organization will conduct Performance Improvement Projects that are designed to take a systematic approach to revise and improve care or services in areas that we identify as needing

attention. We will conduct PIPS that will lead to changes and guide corrective actions in our systems, which cross multiple departments, and have impact on the quality of life and quality of care for residents living in our community. We will conduct PIPs that will improve care and service delivery, increase efficiencies, lead to improved staff and resident outcomes, and lead to greater staff, resident, and family satisfaction. An important aspect of our PIPs is a plan to determine the effectiveness of our performance improvement activities and whether the improvement is sustained.

How potential topics for PIPs will be identified:

The QAA committee will review data and input on a monthly basis to look for potential topics for PIPs. We will monitor and analyze data, and review feedback and input from residents, staff, families, volunteers, providers, and stakeholders. We will look at issues, concerns, and areas that need improvement as well as areas that will improve the quality of life and quality of care and services for the residents living and staying in our community. Factors we will consider: high-risk, high-volume, or problem-prone areas that affect health outcomes, quality of care and services, and areas that affect staff.

In addition, we will consider:

- Existing standards or guidelines that are available to provide direction for the PIP
- Measures that can be used to monitor progress
- Quality Measures publicly reported on Nursing Home Compare
- Evidence based practices
- Projects that require systemic changes
- Projects that require environmental changes
- Projects affecting staff

Criteria for prioritizing and selecting PIPs:

Our QAA committee will prioritize topics for PIPS based on the current needs of the residents and our organization. Priority will be given to areas we define as high-risk to residents and staff, high-prevalence, or high-volume areas, and areas that are problem prone. Consideration will be given to include staff most affected by the PIP. Anticipated training needs will be discussed as well as other resources to complete the PIP. The QAA committee will provide guidance on how to address issues that arise and need immediate corrective action.

How and when PIP charters will be developed:

A project charter will be developed for each Performance Improvement Project at the beginning of the project that clearly establishes the goals, scope, timing, milestones, team roles, and responsibilities. The PIP charter will be developed by the QAA committee and then will be given to the team that will carry out the PIP.

How to designate PIP teams:

When designating a PIP team, the QAA committee will consider and give opportunity to all staff in the organization. The QAA committee will ensure that the team is interdisciplinary, there is representation from each job role that is affected by the project, and resident and/or family

member representation is included, if appropriate. When chosen to participate on a PIP team, staff with direct care responsibilities will be replaced so that the needs of residents continue to be met. A team leader will be selected that has the ability to coordinate, organize, and direct the work. The team will be accountable to the QAA committee.

How the designated team will conduct the PIP:

The PIP teams will consider each PIP a learning process. The team will follow steps and processes that are needed for any quality improvement project. The responsibilities for the PIP teams will be to determine what information is needed for the PIP and how to obtain the information. They will determine a timeline based on the PIP Charter. Requests for needed supplies, staff availability, and equipment will be made to the QAA committee. The QAA committee will respond in a timely manner to assure momentum is maintained. The team will develop an action plan using the organization's usual format. Interventions that will make change will be implemented by the team. The team will use root cause analysis to ensure that the root cause and contributing factors are identified. When determining and implementing interventions, PDSA cycles will be used. The team will select and/or create measurement tools to ensure that the changes they are implementing are having the desired effect.

Process for documenting and communicating performance improvement projects and trends in performance measures:

For ongoing monitoring of the PIP, we will use the CMS PIP Inventory to include milestones, PDSAs, outcomes, and other lessons learned from the PIP. Information about PIPs will be shared via memos, newsletters, emails, and discussed during the QAPI agenda items during staff and resident monthly meetings.

Systematic approach to quality improvement:

Our facility uses a systematic approach to determine when in-depth analysis is needed to fully understand identified problems, causes of the problems, and implications of a change. To get at the underlying cause(s) of issue, we bring teams together to identify the root cause and contributing factors using the Five Whys, Flowcharting, and the Fishbone Diagram

Preventing future events and promoting sustained improvement:

To prevent future events and promote sustained improvement our organization develops actions to address the identified root cause and/or contributing factors of an issue/event that will affect change at the systems level. We use Plan-Do-Study-Act cycles to test actions and recognize and address "unintended" consequences of planned changes.

Approach to ensure planned changes/interventions are implemented and Effective:

To ensure the planned changes/interventions are implemented and effective in making and sustaining improvements, our organization chooses indicators/measures that tie directly to the new action and conducts ongoing periodic measurement and review to ensure that the new action has been adopted and is performed consistently.

Exhibit 37

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") is made and entered into by and between Adventist HealthCare, Inc., doing business as Adventist HealthCare White Oak Medical Center ("Hospital") and Sterling Care Hillhaven ("Facility") and are sometimes individually referred to herein as "facility" and collectively as "facilities."

R E C I T A L S:

A. The parties hereto desire to enter into this Agreement governing the transfer of patients between the two facilities located in Maryland ("State").

B. The parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities.

NOW, THEREFORE, to facilitate the continuity of care and the timely transfer of patients and records between the facilities, the parties hereto agree as follows:

1. **TRANSFER OF PATIENTS.** In the event any patient of either facility is deemed by that facility ("Transferring Facility") as requiring the services of the other facility ("Receiving Facility") and the transfer is deemed medically appropriate, a member of the nursing staff of the Transferring Facility or the patient's attending physician will contact the admitting office or Emergency Department of the Receiving Facility to arrange for appropriate treatment as contemplated herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of the Joint Commission ("Joint Commission") and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious, or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility. The Receiving Facility's responsibility for the patient's care shall begin when the patient is admitted to the Receiving Facility.

2. **RESPONSIBILITIES OF THE TRANSFERRING FACILITY.** The Transferring Facility shall be responsible for performing or ensuring performance of the following:

1. Provide, within its capabilities, for the medical screening and stabilizing treatment of the patient prior to transfer.

2. Arrange for appropriate and safe transportation and care of the patient during transfer, in accordance with applicable federal and state laws and regulations.

3. Designate a person who has authority to represent the Transferring Facility and coordinate the transfer of the patient from the facility.

4. Notify the Receiving Facility's designated representative prior to transfer to receive confirmation as to availability of appropriate facilities, services, and staff necessary to provide care to the patient.

5. Prior to patient transfer, the transferring physician shall contact and secure a receiving physician at the Receiving Facility who shall attend to the medical needs of the patient and who will accept responsibility for the patient's medical treatment and hospital care.

6. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the transferring physician with the coordination and transfer of the patient.

7. Provide, within its capabilities, personnel, equipment, and life support measures determined appropriate for the transfer of the patient by the transferring physician.

8. Forward to the receiving physician and the Receiving Facility a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including records related to the patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests, and, with respect to a patient with an emergency medical condition that has not been stabilized, a copy of the patient's informed consent to the transfer or physician certification that the medical benefits of the transfer outweigh the risk of transfer. If all necessary and relevant medical records are not available at the time the patient is transferred, then the records will be forwarded by the Transferring Facility as soon as possible.

9. Transfer the patient's personal effects, including, but not limited to, money and valuables, and information related to those items.

10. Provide the Receiving Facility any information that is available concerning the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a health care assistance program established by a county, public hospital, or hospital district.

11. Notify the Receiving Facility of the estimated time of arrival of the patient.

12. Provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency condition that has not been stabilized, by the transferring physician or other qualified personnel if the physician is not physically present at the facility at the time of transfer.

13. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.

14. Recognize the right of a patient to request to transfer into the care of a physician and hospital of the patient's choosing.

15. Recognize the right of a patient to refuse consent to treatment or transfer.

16. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law and (ii) for the inventory and safekeeping of any patient valuables sent with the patient to the Receiving Facility.

3. **RESPONSIBILITIES OF THE RECEIVING FACILITY.** The Receiving Facility shall be responsible for performing or ensuring performance of the following:

1. Provide, as promptly as possible, confirmation to the Transferring Facility regarding the availability of bed(s), appropriate facilities, services, and staff necessary to treat the patient and confirmation that the Receiving Facility has agreed to accept transfer of the patient. The Receiving Facility shall respond to the Transferring Facility within thirty minutes after receipt of the request to transfer a patient with an emergency medical condition or in active labor.

2. Provide, within its capabilities, appropriate personnel, equipment, and services to assist the receiving physician with the receipt and treatment of the patient transferred, maintain a call roster of physicians at the Receiving Facility and provide, on request, the names of on-call physicians to the Transferring Facility.

3. Reserve beds, facilities, and services as appropriate for patients being transferred from the Transferring Facility who have been accepted by the Receiving Facility and a receiving physician, if deemed necessary by a transferring physician unless such are needed by the Receiving Facility for an emergency.

4. Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility.

5. When appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the transferring or receiving physician.

6. Pursuant to the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, Section 261, *et seq.*, and the final rules promulgated thereunder from time to time by the United States Department of Health and Human Services (collectively, the "HIPAA Standards"), each party must obtain the satisfactory assurances contained herein from its business associates before it discloses to its business associates, or permits its business associates to create or receive on behalf of the party, individually identifiable health information relating to the party's patients. Accordingly, each party shall maintain the confidentiality of the patient's medical records in accordance with applicable state and federal laws.

7. Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law, (ii) for the receipt of the patient into the facility, and (iii) for the acknowledgment and inventory of any patient valuables transported with the patient.

8. Upon request, provide current information concerning its eligibility standards and payment practices to the Transferring Facility and patient.

9. Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.

4. **BILLING.** All charges incurred with respect to any services performed by either facility for patients received from the other facility pursuant to this Agreement shall be billed and collected by the facility providing such services directly from the patient, third party coverage, Medicare or Medicaid, or other sources normally billed by that facility. In addition, it is understood that professional fees will be billed by the physicians or other professional providers that may participate in the care and treatment of the patient at usual and customary charges. Each facility agrees to provide information in its possession to the other facility and such physicians/providers sufficient to enable them to bill the patient, responsible

party, or appropriate third party payor.

5. **RETRANSFER; DISCHARGE.** At such time as the patient is ready for transfer back to the Transferring Facility or another health care facility or discharge from the Receiving Facility, in accordance with the direction from the Transferring Facility and with the proper notification of the patient's family or guardian, the patient will be transferred to the agreed upon location. If the patient is to be transferred back to the Transferring Facility, the Receiving Facility will be responsible for the care of the patient up until the time the patient is re-admitted to the Transferring Facility.

6. **COMPLIANCE WITH LAW.** Both facilities shall comply with all applicable federal and state laws, rules and regulations, including, without limitation, those laws and regulations governing the maintenance of medical records and confidentiality of patient information as well as with all standards promulgated by any relevant accrediting agency.

7. **RESPONSIBILITY; INSURANCE.** The facilities shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance coverage in amounts reasonably acceptable to the other party, and shall provide evidence of such coverage upon request.

8. **TERM; TERMINATION.**

1. The initial term of this Agreement ("Initial Term") shall be for a period of three (3) year, commencing on August 1, 2023 unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term of one (1) year ("Renewal Term"), but only upon mutual written agreement of the parties.

2. In the event the parties continue to abide by the terms of this Agreement after the expiration of the Initial Term or any Renewal Term, this Agreement shall continue on a month-to-month basis thereafter.

3. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for five (5) days after receipt by the breaching party of written notice of such breach from the non-breaching party. This Agreement may be terminated immediately upon the occurrence of any of the following events:

1. Either facility closes or discontinues operation to such an extent that patient care cannot be carried out adequately.

2. Either facility loses its license, is convicted of a criminal offense related to health care, or is listed by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

9. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

10. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

11. **PARTIAL INVALIDITY.** If any provision of this Agreement is prohibited by law or court decree of any jurisdiction, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.

12. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Adventist HealthCare White Oak Medical Center
11890 Healing Way
Silver Spring, Maryland 20904
Attn: President

If to Facility: Sterling Care Hillhaven
3210 Powder Mill Road
Adelphi, Maryland 20783
Attn: Administrator

or to such other persons or places as either party may from time to time designate by written notice to the other.

13. **WAIVER.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

14. **ASSIGNMENT; BINDING EFFECT.** Facilities shall not assign or transfer, in whole or in part, this Agreement or any of Facilities' rights, duties or obligations under this Agreement without the prior written consent of the other Facility, and any assignment or transfer by either Facility without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

15. **CHANGES IN LAW.**

1. **Legal Event; Consequences.** Notwithstanding any other provision of this Agreement, if, subsequent to the effective date hereof, the governmental agencies that administer the Medicare, Medicaid, or other federal programs (or their representatives or agents), or any other federal, state or local governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment, including but not limited to those relating to any Safe Harbor regulations pursuant to 42 U.S.C. 1320-7b (anti-kickback statute) or any self-referral regulations pursuant to 42 U.S.C. 1395nn ("Stark II") (collectively or individually, "Legal Event"), which, in the good faith judgment of one party (the "Noticing Party"), materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty, or which, in the good faith judgment of the Noticing Party, indicates a Safe Harbor

rule or regulation with which the Noticing Party desires further compliance, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement in accordance with the next Subparagraph.

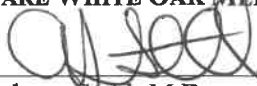
2. **Notice Requirements.** The Noticing Party shall give notice to the other party together with an opinion of counsel setting forth the following information:

1. The Legal Event(s) giving rise to the notice;
2. The consequences of the Legal Event(s) as to the Noticing Party;
3. The Noticing Party's intention to either:
 1. Terminate this Agreement due to unacceptable risk of prosecution or civil monetary penalty; or
 2. Amend this Agreement, together with a statement that the purpose thereof is one or more of the following:
 - (1) to further comply with any Safe Harbor rules or regulations created or affected by the Legal Event(s); and/or
 - (2) to satisfy any licensure, accreditation or certification requirements created or affected by the Legal Event(s); and/or
 - (3) to preserve the Noticing Party's ability to refer, accept referrals, or present bills or claims to or from the other party or any other person or entity; and/or
 - (4) to eliminate or minimize the risk of prosecution or civil monetary penalty;
4. The Noticing Party's proposed amendment(s); and
5. The Noticing Party's request for commencement of the Renegotiation Period (as defined below).

3. **Renegotiation Period; Termination.** In the event of notice under either Subparagraph 2.(3)(1) or 2.(3)(2) above, the parties shall have ten (10) days from the giving of such notice ("Renegotiation Period") within which to attempt to amend this Agreement in accordance with the Noticing Party's proposal (if any) or otherwise as the parties may agree. If this Agreement is not so amended within the Renegotiation Period, this Agreement shall terminate as of midnight on the 10th day after said notice was given. Except as otherwise required by applicable law, any amounts owing to either party hereunder shall be paid, on a pro rata basis, up to the date of such termination, and any obligation hereunder that is to continue beyond expiration or termination shall so continue pursuant to its terms. All opinions of counsel presented by the Noticing Party hereunder, and any corresponding opinions given by the other party in response, shall be deemed confidential and given solely for purposes of renegotiation and settlement of a potential dispute, and shall not be deemed disclosed so as to waive any privileges otherwise applicable to said opinions.

THE PARTIES HERETO have executed this Agreement on June 6, 2023

**ADVENTIST HEALTHCARE, INC., D/B/A ADVENTIST
HEALTHCARE WHITE OAK MEDICAL CENTER**

By: 

Anthony Stahl, M.D.
President

FACILITY

By: 

Name: Jeff Kagan
Title: President

Exhibit 38

Some of the discharge options that are presented to residents upon discharge are as follows:

1. Home care services- Before discharge residents/resp. party are informed about the agencies that provide home care services in the area. If the patient has used one prior that agency is used again for there home care. Most of the time the resident/families are okay with the agency that is recommended to them by the staff. Some of the agencies that we use includes:
 - A. Adventist home care
 - B. Amedisys home care
 - C. Revival home care
 - D. Center Well home care
 - E. Human Touch home care
 - F. Holy Cross home care
 - G. Home Call home care

2. Assisted Livings- residents/resp. party are given the retirement guidebook which list assisted livings/independent livings. They are also given placement agencies that assist with finding small/large, assisted livings in the surrounding area. Some of the placement agencies are:
 - A. A Place for mom
 - B. Care Patrol
 - C. Oasis
 - D. Carefinder, LLC
 - E. EPIC
 - F. Caring.com

3. Adult day care centers- Residents/resp. party are given the retirement guidebook that has a list of the updated adult day care centers in the area.

Adult evaluation Review Services- PASSAR pre-admission screenings and resident review are completed upon admission and updated as needed. If an individual meets the criteria for intellectual disability (ID) and serious mental illness(MI) then a referral is made to Prince Georges County AERS office for a clearance or level II. Thank you

Hope Daley, MSW, MA
Dir. of Social Services

Exhibit 39

D NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made as of the date set out on the signature page of this Agreement (the "Effective Date") between Palmer Non-Medical Transportation LLC ("Contractor") of 3410 Gateshead Manor Way, Silver Spring, Maryland, 20904 and Hillhaven Assisted Living Nursing & Rehabilitation 3210 Powder Mill Rd, Adelphi, MD 20783 ("Facility") (collectively, the "Parties"; individually "Party").

WHEREAS the FACILITY desires to have CONTRACTOR render Exclusively to its patients/resident's certain non-emergency medical transportation ("NEMT") including wheelchair, stretcher and other related services and CONTRACTOR has the experience and resources available to provide such services;

WHEREAS the FACILITY and CONTRACTOR desire to provide the best possible care and comfort to the FACILITY's patients/residents;

NOW THEREFORE in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Provision of Services.** CONTRACTOR will provide ALL non-emergency medical transportation services described in Schedule A hereto (the "Services") to patients/residents of the FACILITY ("Patients/Residents") on the conditions, if any, described in Schedule "A", as requested by the FACILITY and/or its agents.
2. **Compliance.** CONTRACTOR will abide in all material respects by all applicable federal and state laws and regulations in connections with its provision of Services hereunder. CONTRACTOR's vehicles will conform to applicable State regulations for non-emergency medical vehicles and be duly licensed for the transportation of patients/residents. All personnel staffing vehicles that provide the Services will be fully licensed and/or certified, with training and experience that meets or exceeds industry standards as required by applicable law.
3. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to non-emergency medical transportation services.
4. **Compensation and Billing.** FACILITY agrees to remit payment to CONTRACTOR for services rendered in accordance with Schedule A attached hereto and incorporated by reference, within thirty (30) days from the date of the invoice.
5. **Indemnification.** FACILITY shall indemnify and hold Facility harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the FACILITY related to the performance of this Agreement.
6. **Term.** The initial term of this Agreement shall be one (5) year, commencing on the Effective Date (the "Initial Term"), and this Agreement shall automatically renew for subsequent Five-year periods thereafter (the "Renewal Term"), subject to the termination rights herein. The Initial Term and all renewal periods shall be cumulatively referred to as the "Term."
7. **Termination.** Each Party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon thirty (60) calendar days' written notice to the other Party; or (b) upon the material breach of this Agreement by the other Party if such breach is not cured within thirty (30) calendar days' of notice thereof to the other Party; or (c) immediately upon the occurrence of any of the following events:
 - i. Dissolution of CONTRACTOR or Facility; or
 - ii. Termination of CONTRACTOR's transportation license; or

iii. Termination of the Facility's or the CONTRACTOR's ability to bill the FACILITY or to participate in the Medicare or Medicaid programs.

8. **Notices.** All notices, approvals, consents or other communications hereunder shall be in writing and signed by the Party giving the same, and shall be deemed to be delivered when delivered by certified or registered mail, return receipt requested, to the other party at the address listed below:

Facility: Hillhaven Assisted Living, Nursing & Rehabilitation
3210 Powder Mill Rd,
Adelphi, MD 20783

Attn: Executive Director

Contractor: Palmer Non-Medical Transportation LLC
3410 Gateshead Manor Way, Suite 201
Silver Spring, Maryland, 20904

9. **Confidentiality.** All information with respect to the operations and business of the Parties (including the rates charged hereunder) and any other information considered to be treated as confidential by that Party gained during the negotiation or Term of this Agreement will be held in confidence by the other Party and will not be divulged to any unauthorized person without prior written consent of the other Party, except for access required by law, regulation and third party reimbursement agreements.

10. **HIPAA Compliance.** Facility and CONTRACTOR acknowledge that both are Covered Entities as that term is defined under the Privacy and Security Rules of the Health Portability and Accountability Act of 1996 (HIPAA) and the final regulations promulgated hereunder, as amended from time to time. As Covered Entities, both parties shall comply fully with their respective obligations under HIPAA and the HITECH Act. Specifically, the Parties agree that they will not disclose protected health information ("PHI") concerning patients of Facility in a manner that would constitute a violation of HIPAA and that they will use reasonable and appropriate safeguards as set forth in the HIPAA Security Rule to prevent impermissible disclosure of PHI to third parties. The Parties further agree to make all books, records and information relating to PHI available to the Department of Health and Human Services for the purpose of determining HIPAA compliance.

11. **Referrals and Regulatory Compliance.** It is the intent of either party that no remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Party of patients/residents to the other Party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the Parties reasonably believe to be a fair market value for the service provided. It is the intention of the parties for the provisions of this Agreement to meet the personal services and management contract safe harbor to the federal anti-kickback statute (42 C.F.R. 1001.952(d)), and the personal services and management contract exception to the Stark II prohibition of physician referrals (42 U.S.C. 1395nn(e)(3)). Each party further represents to the other party that neither that party nor any of the party's employees or independent contractors have been convicted of a criminal offense related to healthcare or listed by a federal agency as debarred, excluded, or otherwise ineligible for participation in a federally funded healthcare program. It shall be a continuing obligation of each party under this Agreement to notify the other party of any change related to the representations contained in this Article.

- 12. Insurance.** Each Party shall obtain and maintain comprehensive general liability insurance and professional liability insurance in amounts that meet or exceed industry standards, but in no circumstances shall such be less than \$1 million per occurrence and \$3 million aggregate. In addition, each shall maintain appropriate worker's compensation insurance in amounts required by statutory law, and CONTRACTOR shall maintain comprehensive automobile insurance as required by applicable law. Each shall provide certificates of liability evidencing such insurance upon request.
- 13. Record Retention.** CONTRACTOR will retain books and records respecting Services rendered to Patients for the time period required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, and others to the extent required by law.
- 14. Relationship.** In performance of this Agreement, each Party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either Party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. CONTRACTOR and FACILITY administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the Parties' respective rights and obligations hereunder.
- 15. Force Majeure.** CONTRACTOR shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
- 16. Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter thereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both Parties; (c) may not be assigned by either Party without the written consent of the other Party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

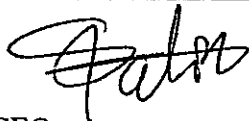
[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 13 day of November, 2019

Palmer Non-Medical Transportation LLC

By: SOLOMON PALMER

Signature

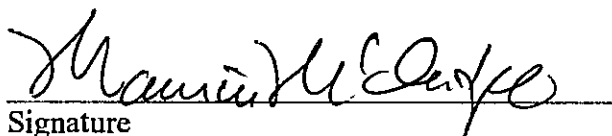


PRESIDENT / CEO

Print Name/Title

By:

Signature



Maurice McFutye ED

Print Name/Title

SCHEDULE "A"

RATES FOR FACILITY RESPONSIBLE PATIENTS/RESIDENTS

SERVICE	RATE
General Non-Emergency Medical Transport Service	
Ambulatory Transport Service	\$50.00 Per Leg (Plus \$2 A Mile)
Extra Attendant Service (Escort)	\$20.00 Per Leg (5HRS Minimum Block)
Wheelchair Provision	\$80.00 Per Leg (Plus \$2 a Mile)
Non-emergency Stretcher Service	\$250.00 Per Leg \$5 per any additional miles
Non-Emergency Bariatric Stretcher Service	\$350.00 Per Leg (0 To 5 MILES) \$5 per any additional miles
Wait Time After First 30 Minutes	\$20.00 for every 30min
Wheelchair Rental	\$20 Flat Rates
After hours Rates (before 6am and After 6pm)	Plus \$50 more original rates (N/A IN Contract)
Weekend Rates	Plus \$80 more original rates (N/A in Contract)
All Negotiable With Large Contracts	

Notes:

1. Call minimum 24 hours to schedule your ride. We can still accommodate same day call within four hours notice subject to vehicle availability.
2. Pickup time is scheduled for a minimum of 1 hour before your appointment time
3. We encourage client to reserve for wait time. Where this is not possible, client will have to wait for maximum of one hour for return pickup.
4. Payment for service is collected either before pickup or during final drop-off. We accept , cash or credit card with(5%) processing fees
5. 50% charge is applicable once drive arrived at pickup location. Therefore, we require minimum of 1 hour cancellation notice
6. We provide 10% discount to all veterans. Proof of identification is required
7. There are Charges to take clients up and down stairs at there resident or Destination

Exhibit 40

TRANSPORTATION CONTRACT

This Transportation Contract for Services is made effective as of March 27, 2024, by and between Kelly s/c Sterling Care Hilhaven ("Sterling Care Rehabilitation") of 3210 Powder Mill rd, Adelphi, Maryland 20783, and KKARRE llc of 49 Shadowridge ct, Olney, Maryland 20832.

DESCRIPTION OF SERVICES. Beginning on March 27, 2024, KKARRE llc will provide to Sterling Care Rehabilitation the following transportation services (collectively, the "Services"):

Patient Transport for Discharge and for Doctor appointment

PAYMENT. Payment shall be made to KKARRE llc, Olney, Maryland 20832.

Sterling Care Rehabilitation agrees to pay KKARRE llc as follows:

Private pay, Facility will be billed at the end of the month

In addition to any other right or remedy provided by law, if Sterling Care Rehabilitation fails to pay for the Services when due, KKARRE llc has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

FILE A MEDICAID CLAIM AS NEEDED

TERM. This Contract may be terminated by either party upon 30 days' prior written notice to the other party.

INSURANCE. KKARRE llc, at KKARRE llc's expense, shall maintain during the term of this Contract, commercial general liability and automobile liability insurance with minimum limits per occurrence and for personal injury and property damage, with minimum limits. KKARRE llc shall provide Sterling Care Rehabilitation certificate of insurance naming Sterling Care Rehabilitation as Certificate Holder, evidencing the foregoing coverage prior to providing any services to Sterling Care Rehabilitation under this Contract. KKARRE llc shall provide that said insurance shall not be canceled or materially altered until at least thirty (30) days after written notice is received by Sterling Care Rehabilitation. KKARRE llc shall also maintain any insurance coverage required by any government body including workers compensation (if applicable) for the types of transportation and related services specified.

PERFORMANCE OF SERVICES. KKARRE llc agrees to meet Sterling Care Rehabilitation's distinct transit and pricing requirements agreed to by the parties from time to time after the effective date as confirmed by Sterling Care Rehabilitation. KKARRE llc further agrees to comply with all of Sterling Care Rehabilitation's reasonable transportation instructions communicated to KKARRE llc by Sterling Care Rehabilitation, and to comply with all applicable provisions of any Provincial, Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder. KKARRE llc agrees to perform its services under this Contract in accordance with the highest standards of industry.

EXCLUSIVE CONTROL. KKARRE llc shall have sole and exclusive control over the manner in which KKARRE llc and its agents perform the transportation service provided for hereunder, and KKARRE llc shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by

KKARRE llc. KKARRE llc represents that it is entirely independent and that it is not substantially economically dependent upon Sterling Care Rehabilitation, and there is no functional integration of Sterling Care Rehabilitation's and KKARRE llc's respective operations.

HEALTH & SAFETY. KKARRE llc is responsible to ensure that each of KKARRE llc's employees/drivers/workers receives orientation to his/her job duties, including specific safety requirements, prior to beginning the assignment. No employee/driver/worker of KKARRE llc will be assigned to operate a vehicle or instructed to perform duties for which they do not have the skill or training to perform safely.

PROMPT SERVICE. KKARRE llc shall promptly and efficiently receive and transport passengers safely, within Sterling Care Rehabilitation's established schedules.

RETURN OF PROPERTY. Upon termination of this Contract, KKARRE llc will return to Sterling Care Rehabilitation all records, notes, documentation and other items that were used, created, or controlled by KKARRE llc during the term of this Contract.

INDEMNIFICATION. KKARRE llc agrees to indemnify and hold Sterling Care Rehabilitation harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Sterling Care Rehabilitation that result from the acts or omissions of KKARRE llc and/or KKARRE llc's employees, agents, or representatives.

WARRANTY. KKARRE llc shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in KKARRE llc's community and region, and will provide a standard of care equal to, or superior to, care used by transporters similar to KKARRE llc on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor

disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Maryland


NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.


SIGNATURES. This Contract shall be signed by Mrs Kelly, Secretary-Treasurer on behalf of Kelly s/c Sterling Care Hilhaven and by Rev Raoul Kouevi, President on behalf of KKARRE llc.

Client:
Kelly s/c Sterling Care Hilhaven

By: 
Mrs Kelly
Secretary-Treasurer

Date: 03/27/24

Transporter:
KKARRE llc

By: 
Rev Raoul Kouevi
President

Date: 03/27/2024

Exhibit 41

MARYLAND DEPARTMENT OF HEALTH
 PREADMISSION SCREENING AND RESIDENT REVIEW (PASRR)
 LEVEL I ID SCREEN FOR
 MENTAL ILLNESS AND INTELLECTUAL DISABILITY OR RELATED CONDITIONS

Note: This form must be completed for all applicants to nursing facilities (NF) which participate in the Maryland Medical Assistance Program regardless of applicant's payment source.

Last Name _____ First Name _____ MI _____ Date of Birth _____
 SSN _____ Sex M ___ F ___ Actual/Requested Nursing Facility Adm Date _____
 Current Location of Individual _____
 Address _____
 City/State _____ ZIP _____
 Contact Person _____ Title/Relationship _____ Tel# _____

A. EXEMPTED HOSPITAL DISCHARGE

1. Is the individual admitted to a NF directly from a hospital after receiving acute inpatient care? Yes [] No []
2. Does the individual require NF services for the condition for which he received care in the hospital? Yes [] No []
3. Has the attending physician certified before admission to the NF that The resident is likely to require less than 30 days NF services? Yes [] No []

IF ALL THREE QUESTIONS ARE ANSWERED YES, FURTHER SCREENING IS NOT REQUIRED (PLEASE SIGN AND DATE BELOW). IF ANY QUESTION IS ANSWERED NO, THE REMAINDER OF THE FORM MUST BE COMPLETED AS DIRECTED.

IF THE STAY EXTENDS FOR 30 DAYS OR MORE, A NEW SCREEN AND RESIDENT REVIEW MUST BE PERFORMED WITHIN 40 DAYS OF ADMISSION.

Signature _____ Title _____ Date _____

B. INTELLECTUAL DISABILITY (ID) AND RELATED CONDITIONS (see definitions)

1. Does the individual have a diagnosis of ID or related condition? If yes, specify diagnosis _____ Yes [] No []
2. Is there any history of ID or related condition in the individual's past, prior to age 22? Yes [] No []
3. Is there any presenting evidence (cognitive or behavior functions) that may indicate that the individual has ID or related conditions? Yes [] No []
4. Is the individual being referred by, and deemed eligible for, services by an agency which serves persons with ID or related conditions? Yes [] No []

 Is the individual considered to have ID or a Related Condition? If the answer is Yes to one or more of the above, check "Yes." If the answers are No to all of the above, check "No." Yes [] No []

Name _____

C. SERIOUS MENTAL ILLNESS (MI) (see definitions)

- 1. Diagnosis. Does the individual have a major mental disorder?
If yes, list diagnosis and DSM Code _____ Yes [] No []
- 2. Level of Impairment. Has the disorder resulted in serious functional limitations in major life activities within the past 3 – 6 months (e.g., interpersonal functioning, concentration, persistence and pace; or adaptation to change? Yes [] No []
- 3. Recent treatment. In the past 2 years, has the individual had psychiatric treatment more intensive than outpatient care more than once (e.g., partial hospitalization) or inpatient hospitalization; or experienced an episode of significant disruption to the normal living situation for which supportive services were required to maintain functioning at home or in a residential treatment environment or which resulted in intervention by housing or law enforcement officials? Yes [] No []

 Is the individual considered to have a SERIOUS MENTAL ILLNESS? If the answer is Yes to all 3 of the above, check "Yes." If the response is No to one or more of the above, check "No." Yes [] No []

 If the individual is considered to have MI or ID or a related condition, complete Part D of this form. Otherwise, skip Part D and sign below.

D. CATEGORICAL ADVANCE GROUP DETERMINATIONS

- 1. Is the individual being admitted for convalescent care not to exceed 120 days due to an acute physical illness which required hospitalization and does not meet all criteria for an exempt hospital discharge (described in Part A)? Yes [] No []
- 2. Does the individual have a terminal illness (life expectancy of less than six months) as certified by a physician? Yes [] No []
- 3. Does the individual have a severe physical illness, such as coma, ventilator dependence, functioning at a brain stem level or other diagnoses which result in a level of impairment so severe that the individual could not be expected to benefit from Specialized Services? Yes [] No []
- 4. Is this individual being provisionally admitted pending further assessment due to an emergency situation requiring protective services? The stay will not exceed 7 days. Yes [] No []
- 5. Is the individual being admitted for a stay not to exceed 14 days to provide respite? Yes [] No []

If any answer to Part D is Yes, complete the Categorical Advance Group Determination Evaluation Report and attach. Additionally, if questions 1, 2, or 3 are checked "Yes," or if all answers in Part D are "No," the individual must be referred to AERS for a Level II evaluation.

 I certify that the above information is correct to the best of my knowledge. If the initial ID screen is positive and a Level II evaluation is required, a copy of the ID screen has been provided to the applicant/resident and legal representative.

Name _____ Title _____ Date _____

FOR POSITIVE ID SCREENS, NOT COVERED UNDER CATEGORICAL DETERMINATIONS, Check below.

___ This applicant has been cleared by the Department for nursing facility admission.

___ This resident has been assessed for a resident review.

Local AERS Office _____ Contact _____ Date _____

Exhibit 42

NURSING FACILITY SERVICES AGREEMENT

THIS NURSING FACILITY SERVICES AGREEMENT ("Agreement") is made and entered into this 6th day of March, 2024 (the "Effective Date") by and between AMEDISYS MARYLAND, L.L.C. ("Hospice") and HILLHAVEN SNF OPERATOR LLC DBA STERLING CARE HILLHAVEN ("Facility").

RECITALS

WHEREAS, Hospice operates a licensed hospice program.

WHEREAS, Facility is a duly licensed nursing facility that is certified to participate in the Medicare and/or Medicaid programs.

WHEREAS, the parties contemplate that from time to time individuals residing in Facility will need hospice care and individuals previously accepted into Hospice will need care in a nursing facility.

AGREEMENTS

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

1. Definitions.

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

from time to time.

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

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

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

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

(f) "Medicaid Eligible Hospice Patient" means a Hospice Patient who either: is eligible for Medicaid benefits and who has elected to receive the Medicaid hospice benefit; or is eligible for both Medicaid and Medicare Part A benefits and who has elected the Medicare hospice benefit. This shall also include Hospice Patients who Hospice designates to receive Inpatient Services at Hospice's expense.

(g) "Medicare Eligible Hospice Patient" means a Hospice Patient who is eligible for Medicare Part A benefits, but who is not eligible for Medicaid benefits and who has elected to receive the Medicare Part A hospice benefit. This shall also include Hospice Patients who Hospice designates to receive Inpatient Services at Hospice's expense.

(h) "Other Facility Services" means all items and services provided by

Facility which are not related to treatment of a Hospice Patient's terminal illness but specified in the Plan of Care.

(i) "Plan of Care" means a written care plan established, maintained, reviewed and modified, if necessary, at intervals identified by the IDG. The Plan of Care must reflect Hospice Patient and family goals and interventions based on the problems identified in the Hospice Patient assessments. The Plan of Care will reflect the participation of the Hospice, Facility and the Hospice Patient and family to the extent possible. Specifically, the Plan of Care includes: (i) an identification of the Hospice Services, including interventions for pain management and symptom relief, needed to meet such Hospice Patient's needs and the related needs of Hospice Patient's family; (ii) a detailed statement of the scope and frequency of such Hospice Services; (iii) measurable outcomes anticipated from implementing and coordinating the Plan of Care; (iv) drugs and treatment necessary to meet the needs of the Hospice Patient; (v) medical supplies and appliances necessary to meet the needs of the Hospice Patient; and (vi) the IDG's documentation of the Hospice Patient's or representative's level of understanding, involvement and agreement with the Plan of Care. Hospice and Facility will jointly develop and agree upon a coordinated Plan of Care which is consistent with the hospice philosophy and is responsive to the unique needs of Hospice Patient and his or her expressed desire for hospice care. The Plan of Care will identify which provider is responsible for performing the respective functions that have been agreed upon and included in the Plan of Care.

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

(k) "Medicaid Pass Through State" is a state in which the Medicaid program reimburses the Hospice directly for Facility Services provided to Medicaid Eligible Hospice Patients. The Hospice and Facility enter into an agreement pursuant to which the Hospice passes through such reimbursement to the Facility for the Facility Services rendered to Hospice Medicaid Eligible Hospice Patients. The Facility is prohibited from billing Medicaid directly for Facility Services once the Medicaid Eligible Hospice Patient has elected to receive the hospice benefit. Non Medicaid Pass Through States include the following: a) Maine; b) New Hampshire; c) Pennsylvania; d) Arizona; e) Delaware; and f) Oklahoma.

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

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

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

2. Responsibilities of Facility:

(a) Provision of Services.

(i) Facility Services. At the request of an authorized Hospice staff member, Facility shall admit Hospice Patients to Facility, subject to Facility's admission policies and procedures and the availability of beds. Facility shall immediately notify Hospice if Facility is unable to admit a Hospice Patient. Facility shall comply with Hospice Patient's Plan of Care and shall ensure Hospice Patients are kept comfortable, clean, wellgroomed and protected from negligent and intentional harm including, but not limited to, accident, injury and infection. Facility's primary responsibility is to provide Facility Services. It is Facility's responsibility to provide Facility Services that meet the personal care and nursing needs that would have been provided by a Hospice Patient's primary caregiver at home, and Facility shall perform Facility Services at the same level of care provided to each Hospice Patient before hospice care was elected. While Facility's nursing personnel may, as specified by Facility, assist in administering prescribed therapies to Hospice Patients under the Plan of Care, such assistance may only be provided to the extent the activity is permitted by law and only to the extent that Hospice would routinely utilize the services of a Hospice Patient's family in implementing the Plan of Care. Hospice and Facility shall address potential crisis situations for individual Hospice Patients in the Hospice Plan of Care. Notwithstanding the foregoing, in times of Hospice Patient crisis, including natural disasters and emergencies, Hospice may authorize and direct Facility staff to perform more sophisticated functions in order to ensure Hospice Patients' comfort and safety. This authorization and directive extends to Facility's applicable implementation of its Emergency Preparedness Plan pursuant to 42 C.F.R. Sec. 483.73 and Hospice's implementation of its Emergency Preparedness Plan pursuant to 42 C.F.R. Sec. 418.113.

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

(iii) Purchased Hospice Services. At the request of an authorized Hospice staff member, Facility shall provide Hospice Patients with the Purchased Hospice Services identified in Exhibit A:

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

(b) Professional Standards and Credentials.

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

(ii) Credentials.

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

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

[c] Disciplinary Action. Facility represents and warrants that neither it nor any of its personnel is under suspension or subject to any disciplinary proceedings by any agency having jurisdiction over professional activities of Facility or its

personnel and is not under any formal or informal investigation or preliminary inquiry by such department or agency for possible disciplinary action.

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

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

(d) Coordination of Care.

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

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

(iii) Modifications to Plan of Care. Facility will assist with periodic review and modification of the Plan of Care. Facility will not make any modifications to the Plan of Care without first consulting with Hospice. Hospice retains the sole authority

for determining the appropriate level of hospice care provided to each Hospice Patient.

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

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

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

(g) Visiting and Access by Hospice.

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

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

(iii) Hospice Access to Facility. Facility shall permit employees, contractors, agents and volunteers of Hospice free and complete access to Facility 24 hours

per day, as necessary, to permit Hospice to counsel, treat, attend and provide services to each Hospice Patient.

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

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

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

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

3. Responsibilities of Hospice.

(a) Admission to and Discharge from Hospice Program.

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

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

(b) Professional Management Responsibility.

(i) Compliance with Law. Hospice shall assume professional management responsibility for Hospice Services provided to Hospice Patients residing at

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

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

(iii) Coordination and Evaluation. Hospice shall retain responsibility for coordinating, evaluating and administering the hospice program, as well as ensuring the continuity of care of Hospice Patients, which shall include coordination of Facility Services. Hospice's IDG shall communicate with Facility's medical director, Hospice Patient's attending physician and other physicians participating in the care of a Hospice Patient as needed to coordinate Hospice Services with the medical care provided by other physicians. Methods used to evaluate the care may include: [a] periodic supervisory visits; [b] review of the qualifications of personnel providing Facility Services; [c] review of documentation; [d] evaluation of the response of a Hospice Patient to the Plan of Care; [e] discussion with patient and patient's caregivers; [f] patient evaluation surveys; and [g] quality improvement data.

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

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

(d) Designation of Hospice Representative. For each Hospice Patient, Hospice shall designate a registered nurse who will be responsible for coordinating and supervising services provided to a Hospice Patient and be available 24 hours per day, 7 days per week for consultation with Facility concerning a Hospice Patient's Plan of Care. In addition, for each Hospice Patient residing at Facility, Hospice shall designate a member of the Hospice Patient's IDG to provide overall coordination of care for such Hospice Patient. Such hospice representative shall monitor Facility and be available to provide information to Facility regarding the provision of Facility Services and to coordinate the periodic evaluation of patient progress and outcomes of care upon request. Further, the hospice representative shall be responsible for communicating with Facility representatives and other health care providers who participate in the care of a Hospice Patient's terminal illness and related conditions to ensure quality of care for Hospice Patients and their families.

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

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

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

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

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

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

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

policies and procedures, as necessary.

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

(h) Purchased Hospice Services. Hospice may purchase from Facility Purchased Hospice Services. The terms of such sale are delineated in Exhibit A.

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

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

4. Billing and Payment.

(a) Billing and Payment for Facility Services Provided to Medicaid Eligible Hospice Patients.

(i) Room and Board Services for Medicaid Eligible Residential Hospice Patients in Non Medicaid Pass Through States. For Facility Room and Board Services furnished to a Medicaid Eligible Residential Hospice Patient in a Non Medicaid Pass Through State, Facility shall bill the Medicaid agency for such services. Hospice will not be responsible for reimbursing Facility for any portion of the cost of Facility Room and Board Services provided to a Medicare Eligible Residential Hospice Patient.

(ii) Room and Board Services for Medicaid Eligible Residential

Hospice Patients in Medicaid Pass Through States Rates. Hospice shall pay Facility a fixed payment rate for each Residential Hospice Care Day that Facility Services are provided to a Medicaid Eligible Hospice Patient, except the day on which such patient is discharged from Facility, unless such patient dies while residing at Facility, as permitted by applicable law or regulation,. The fixed payment rate shall be 100% of Facility's then current Medicaid per diem rate that would have been paid by the Medicaid program to Facility if the Medicaid Eligible Hospice Patient had not elected to receive hospice care, less the Medicaid Eligible Hospice Patient's required personal contribution amount, if any. Any subsequent rate adjustments made by the Medicaid program to Facility's then current Medicaid per diem rate shall be passed through to Facility, via set-off against future payments, repayment by Facility to Hospice, or otherwise. Facility shall accept this rate as payment in full for Facility Services provided to such Medicaid Eligible Hospice Patient, including any subsequent rate adjustments, and shall not bill the Medicaid Eligible Hospice Patient or his/her family, representatives, or any third-party payor. Facility shall collect and retain the Medicaid Eligible Hospice Patient's required personal contribution amount, if any.

(iii) Billing and Payment. Within ten (10) calendar days of the end of the month and within at least thirty (30) days of providing Facility Services, Facility shall submit to Hospice an accurate and complete invoice of all Facility Services provided to Medicaid Eligible Hospice Patients. The invoice shall be on a 1500 or UB40 form and include information usually provided to third-party payors to verify the services and charges reflected in the invoice. Alternatively, Hospice may generate and provide to Facility a proposed invoice of all Facility Services provided to Medicaid Eligible Hospice Patients that meets the same requirements listed above. Facility shall review, execute, and submit the Hospice-generated invoice to Hospice within 30 days of providing Facility Services. If the Hospice-generated invoice does not meet Facility approval, Facility shall, within the same thirty (30) day period, request adjustments to the invoice in writing. Hospice shall pay Facility within sixty (60) days after receipt of a completed, signed – or otherwise formally authorized – final invoice from Facility. Payment by Hospice in respect to such invoices shall be considered final, unless adjustments are requested in writing by Facility within thirty (30) days of receipt of payment from Hospice. Hospice shall have no obligation to pay Facility for any service if Hospice does not receive a completed, final invoice from Facility for such service within 120 days following the date on which the service was rendered. If Facility fails to satisfy any requirements necessary for billing and receiving funds from a Medicaid program for Facility Services and Hospice is thus ineligible for receipt of payment for those services, Hospice shall be relieved from its payment obligations hereunder for services rendered during such time of noncompliance until the requirements are satisfied. Invoices for Facility Services shall be submitted to roomandboard@amedisys.com; and invoices for Purchased Hospice Services shall be submitted to hospiceaccountspayable@amedisys.com.

5. Insurance and Hold Harmless.

(a) Insurance. Each party shall obtain and maintain appropriate professional liability, commercial general liability, worker's compensation and employer's liability insurance coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations. Each party shall provide evidence of such insurance to the other party prior to the effective date of this agreement. Each party shall ensure that the other party receives at least 30 days' notice prior to the termination of any insurance policy required by this Agreement.

(b) Mutual Hold Harmless. Each party hereby agrees to indemnify and hold harmless and defend the other party from and against any and all claims, suits, damages, fines, penalties, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees and court costs) resulting from or arising out of, any claimed willful negligent act or omission, fault, or misconduct by the indemnifying party or any of its directors, officers, employees, agents, or volunteers pertaining to the services hereunder.

6. Records.

(a) Creation and Maintenance of Records. Each party shall prepare and maintain complete and detailed records concerning each Hospice Patient receiving Facility Services under this Agreement in accordance with prudent record-keeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Each party shall retain such records for a minimum of six years from the date of discharge of each Hospice Patient or such other time period as required by applicable federal and state law. Each clinical record shall completely, promptly and accurately document all services provided to, and events concerning, each Hospice Patient, including evaluations, treatments, progress notes, authorizations to admission to Hospice and/or Facility, physician orders entered pursuant to this Agreement and discharge summaries. Each record shall document that the specified services are furnished in accordance with this Agreement and shall be readily accessible and systemically organized to facilitate retrieval by either party. Each party shall cause each entry made for its respective services provided to be signed and dated by the person providing such services.

(b) Financial Recordkeeping. Facility shall keep accurate books of accounts and records covering all transactions relating to this Agreement (the "Financial Records") at its principal place of business. Hospice and its duly authorized

representatives, including any independent public accountant or other auditor, shall have the right during regular business hours and on reasonable written notice to Facility to examine Facility's Financial Records and to make copies thereof.

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

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

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

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

This section shall survive termination of this Agreement.

8. Term and Termination.

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

(b) Termination.

(i) Without Cause. This Agreement may be terminated by either party for any reason by providing at least 90 days' prior written notice to the other party. In the event of termination of this Agreement during the first year of the term, the parties shall not enter a new agreement, with each other, for the same or substantially the same arrangement for the duration of the year. This provision shall survive termination of this Agreement.

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

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

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

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

[a] Failure to Have Qualifications. A party or its personnel are excluded from any federal health program or no longer have the necessary

qualifications, certifications and/or licenses required by federal, state and/or local laws to provide Facility Services.

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

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

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

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

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

9. Notification of Material Events. Either party shall, within 24 hours, immediately notify the other party of:

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

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

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

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

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

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

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

- (i) mistreatment or neglect;
- (ii) verbal, mental, sexual or physical abuse;
- (iii) injuries of an unknown source; or
- (iv) misappropriation of patient property.

10. Nondiscrimination. The parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, national origin, or any other protected class in any manner prohibited by federal or state laws.

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

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

13. Miscellaneous Provisions.

(a) Amendment. No amendment, modification or discharge of this

Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

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

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

(d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Maryland.

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

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

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

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

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

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

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

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

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

TO: HOSPICE
AMEDISYS MARYLAND, L.L.C. CC# 5050
3854 American Way, Suite A
Baton Rouge, LA 70816
Attn: Contracting Dept.

TO: FACILITY
HILLHAVEN SNF OPERATOR LLC
3210 POWDER MILL RD

ADELPHI, MD 207831029
Attn:

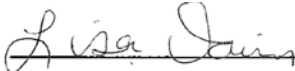
(n) Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement may not be

modified or amended except by mutual consent of the parties, and any such modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to, and become a part of, this Agreement.

(o) Responsible Facility Representative. Facility has identified the following individual as the Responsible Facility Representative: _____

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

AMEDISYS MARYLAND, L.L.C.

Signature: 
Print Name: ~~Shawna C. Thomas~~ Lisa Davis
Title: Hospice Contracts Specialist
Date: 03/12/2024

HILLHAVEN SNF OPERATOR LLC DBA STERLING CARE HILLHAVEN

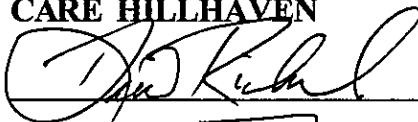
Signature: 
Print Name: DREW RICHARD
Title: NHA
Date: 3/12/2024

EXHIBIT A
PURCHASED HOSPICE SERVICES

1. Purchased Hospice Services. The following services and items will be purchased, as needed, by Hospice from Facility on the terms set forth in this Exhibit A and elsewhere in the Agreement. The rates identified reflect fair market value, without regard to the volume and value of referrals.

N/A

2. Authorized Personnel. The following hospice representatives are authorized to purchase or order items and services from Facility for Hospice Patients: Case Manager, Clinical Manager, or Director of Operations.
3. Billing and Payment. Billing and payment for Purchased Hospice Services shall be governed by this Agreement.
4. Professional Management Responsibility. Hospice retains administrative and financial management, and oversight of staff and services related to all Purchased Hospice Services to ensure the provision of quality care. All Purchased Hospice Services must be authorized by Hospice, furnished in a safe and effective manner by qualified personnel, and delivered in accordance with the Plan of Care.

GENERAL INPATIENT SERVICES ADDENDUM

THIS GENERAL INPATIENT SERVICES ADDENDUM is made and entered into this 6th day of March, 2024 (the "Effective Date") and amends and is made part of the NURSING FACILITY SERVICES AGREEMENT by and between AMEDISYS MARYLAND, L.L.C. ("Hospice") and HILLHAVEN SNF OPERATOR LLC DBA STERLING CARE HILLHAVEN ("Facility").

Hospice and Facility agree to modify the Agreement to address the provision of Inpatient Services to Hospice Patients. In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. Definitions. Capitalized terms not otherwise defined in this Addendum shall have the meanings given to them in the Agreement.

(a) "Inpatient Services" means inpatient beds and related services that are available at, and provided by, Facility pursuant to its customary policies, including services necessary for pain control or for symptom management. Such services include, without limitation, nursing, dietary, housekeeping, therapies, emergency, laboratory, radiology, respiratory, pharmacy, oxygen services and related ancillary services.

(b) "General Inpatient Care Day" means a day on which a Hospice Patient receives Inpatient Services from Facility for pain control or symptom management that cannot be managed in other settings. Any portion of a 24-hour period, if less than 24 hours, shall constitute a General Inpatient Care Day and shall be compensated pursuant to this Agreement, except the day on which the Hospice Patient is discharged unless such patient dies as an inpatient.

2. Responsibilities of Facility.

(a) Provision of Inpatient Services. At the request of an authorized Hospice staff member, Facility shall provide Hospice Patients with beds in Facility and provide Inpatient Services to Hospice Patients. While Facility does not guarantee the availability of any specific number of beds, it will make beds available to Hospice Patients on the same priority as its other patients. Facility shall immediately notify Hospice if Facility is unable to provide Inpatient Services to a Hospice Patient.

(b) Medicare Certification. Facility represents and warrants that it is currently, and will at all times during the term of this Addendum remain, certified to participate in the Medicare program.

(c) Availability. Facility shall be available to provide Inpatient Services

24 hours per day, 7 days per week and shall maintain sufficient personnel who have the requisite training, skills and experience to meet this obligation including, but not limited to, a registered nurse on each shift who provides direct patient care.

(d) Twenty-Four Hour Nursing Services. Facility shall provide 24-hour nursing services that meet the nursing needs of all patients and are furnished in accordance with each patient's Plan of Care. Each patient must receive all nursing services as prescribed.

(e) Home-Like Atmosphere. Facility shall provide a home-like atmosphere and ensure that patient areas are designed to preserve the dignity, comfort, and privacy of patients.

(f) Hospice Policies and Procedures. In providing Inpatient Services, Facility shall abide by Hospice's policies and procedures, palliative care protocols and Plans of Care.

(g) Discharge Summary. Facility shall provide Hospice with a copy of the discharge summary at the time of discharge.

(h) Inpatient Clinical Record. Facility shall maintain an inpatient clinical record for each Hospice Patient that includes a record of all Inpatient Services furnished and events regarding care that occurred at Facility. A copy of the inpatient clinical record shall be available to Hospice at the time of discharge.

(i) Hospice Patient Visitors.

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

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

(j) Implementation of Agreement. Facility shall designate an individual within the facility who shall be responsible for the implementation of the provisions of this Addendum and the Agreement ("Responsible Facility Representative"). The current Responsible Facility Representative is identified at the end of this Addendum. Facility shall notify Hospice if a new individual is designated as the Responsible Facility Representative.

3. Hospice Responsibilities.

(a) Provision of Plan of Care to Facility. Upon a Hospice Patient's admission to Facility for Inpatient Services, Hospice shall furnish a copy of the current Plan Care. Hospice shall specify the Inpatient Services to be furnished by Facility to such Hospice Patient.

(b) Verification of Regulatory Requirements. Hospice shall verify compliance the following requirements established by the Medicare Conditions of Participation for Hospice Care.

(i) Copy of Plan of Care. Hospice shall document in the patient's record that the Plan of Care has been provided to Facility and specify the Inpatient Services that Facility will furnish. Hospice shall periodically review Hospice Patients' records to verify that these requirements are met.

(ii) Patient Care Policies. Hospice shall verify that Facility has established patient care policies that are consistent with Hospice's policies and agrees to abide by the palliative care protocols and Plans of Care established by Hospice for its patients. Hospice shall review Facility's policies to determine their consistency with Hospice policies.

(iii) Inpatient Clinical Records. Hospice shall periodically review Hospice Patients' inpatient clinical records to determine that they include a record of all Inpatient Services furnished and events regarding care that occurred at Facility. Facility shall make inpatient clinical records available to Hospice at the time of discharge.

(iv) Copy of Discharge Summary. Hospice shall document in the patient's record that Facility provided a copy of the discharge summary at the time of discharge. Hospice shall periodically review Hospice Patients' records to verify that this requirement is met.

(v) Responsible Facility Representative. The Responsible Facility Representative is identified at the end of this Addendum. Facility shall immediately notify Hospice if a new Responsible Facility Representative is appointed, and shall inform Hospice of the name and contact information of the new Responsible Facility Representative. Hospice shall maintain a record of Responsible Facility Representatives.

(vi) Hospice Training. Facility shall provide Hospice with a list of Facility personnel who will be providing care to Hospice Patients, indicating whether each person has already been provided with hospice training. For personnel who have already received training, Facility shall provide hospice with the names of the individuals who gave the training and a description of the training. For personnel who have not received

hospice training, Hospice shall provide training, and shall document the names of the individuals who gave the training and a description of the training. Upon hiring new personnel who will be providing care to Hospice Patients, Facility shall notify Hospice and indicate whether the personnel have received hospice training and, if so, the names of the individuals who gave the training and a description of the training.

(c) Professional Management Responsibility. Hospice retains administrative and financial management, and oversight of staff and services related to all Inpatient Services to ensure the provision of quality care. All Inpatient Services must be authorized by Hospice, furnished in a safe and effective manner by qualified personnel, and delivered in accordance with the Plan of Care.

4. Billing and Payment.

(a) Medicare and/or Medicaid Eligible Hospice Patients. For each General Inpatient Care Day provided to a Medicare and/or Medicaid Eligible Hospice Patient, Hospice shall pay Facility a fixed payment equal to 75% Hospice receives from Medicare or Medicaid, except the day on which such patient is discharged from Facility or unless such patient dies while residing at Facility. Facility shall accept this rate as payment in full for each General Inpatient Care Day provided to Medicare and/or Medicaid Eligible Hospice Patients and shall not bill such patients, their families, representatives or any third party payor. The rate represents fair market value and does not take into account the volume or value of referrals.

(b) Private Pay Hospice Patients. Facility shall bill each Private Pay Hospice Patient or the third party payor, if applicable, for each General Inpatient Care Day at a rate agreed upon by Facility and Private Pay Hospice Patient or his or her third party payor. Facility shall accept such payment as payment in full for the Inpatient Services. Hospice will not be responsible for reimbursing Facility for any portion of the cost of Inpatient Services provided to a Private Pay Hospice Patient.

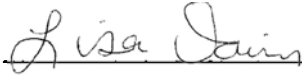
(c) Billing. The terms for billing for Inpatient Services shall be governed by the Agreement.

5. Responsible Facility Representative. Facility will ensure it has identified a specific individual as the Responsible Facility Representative and will notify Hospice if that representative changes.


6. Conflicts. To the extent that there is any conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.

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

AMEDISYS MARYLAND, L.L.C.

Signature: 
Print Name: ~~Shawna C. Thomas~~ Lisa Davis
Title: Hospice Contracts Specialist
Date: 03/12/2024

HILLHAVEN SNF OPERATOR LLC DBA STERLING CARE HILLHAVEN

Signature: 
Print Name: DREW RICHARD
Title: NHA
Date: 3/2/2024

RESPITE CARE ADDENDUM

THIS RESPITE CARE ADDENDUM is made and entered into this 6th day of March, 2024 (the "Effective Date") and amends and is made part of the NURSING FACILITY SERVICES AGREEMENT by and between AMEDISYS MARYLAND, L.L.C. ("Hospice") and HILLHAVEN SNF OPERATOR LLC DBA STERLING CARE HILLHAVEN ("Facility").

Hospice and Facility agree to modify the Agreement to address the provision of Respite Care to Hospice Patients. In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. Definitions. Capitalized terms not otherwise defined in this Addendum shall have the meanings given to them in the Agreement.

(a) "Respite Care" means short-term inpatient care provided to a Hospice Patient when necessary to relieve a Hospice Patient's family members or other persons caring for the patient. Such services include, without limitation, nursing, dietary, housekeeping, therapies, emergency, laboratory, radiology, respiratory, pharmacy, oxygen services and related ancillary services.

(b) "Respite Care Day" means a day on which a Hospice Patient receives Respite Care from Facility, including the day of admission but excluding the day of discharge, unless the patient dies in Facility.

2. Responsibilities of Facility.

(a) Provision of Respite Care. At the request of an authorized Hospice staff member, Facility shall provide Hospice Patients with beds in Facility and provide Respite Care to Hospice Patients. While Facility does not guarantee the availability of any specific number of beds, it will make beds available to Hospice Patients on the same priority as its other patients. Facility shall immediately notify Hospice if Facility is unable to provide Respite Care to a Hospice Patient.

(b) Medicare or Medicaid Certification. Facility represents and warrants that it is currently, and will at all times during the term of this Addendum remain, certified to participate in the Medicare and/or Medicaid programs.

(c) Twenty-Four Hour Nursing Services. Facility shall provide 24-hour nursing services that meet the nursing needs of all patients and are furnished in accordance with each patient's Plan of Care. Each patient must receive all nursing services as prescribed. For each shift, Facility will ensure nursing staff availability who will respond

to Hospice's requests for information concerning Hospice Patients.

(d) Home-Like Atmosphere. Facility shall provide a home-like atmosphere and ensure that patient areas are designed to preserve the dignity, comfort, and privacy of patients.

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

(f) Discharge Summary. Facility shall provide Hospice with a copy of the discharge summary at the time of discharge.

(g) Inpatient Clinical Record. Facility shall maintain an inpatient clinical record for each Hospice Patient that includes a record of all Respite Care furnished and events regarding care that occurred at Facility. A copy of the inpatient clinical record shall be available to Hospice at the time of discharge.

(h) Hospice Patient Visitors.

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

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

(i) Implementation of Agreement. Facility shall designate an individual within the facility who shall be responsible for the implementation of the provisions of this Addendum and the Agreement ("Responsible Facility Representative"). The current Responsible Facility Representative is identified at the end of this Addendum. Facility shall notify Hospice if a new individual is designated as the Responsible Facility Representative.

3. Hospice Responsibilities.

(a) Provision of Plan of Care to Facility. Upon a Hospice Patient's admission to Facility for Respite Care, Hospice shall furnish a copy of the current Plan of Care. Hospice shall specify the Respite Care to be furnished by Facility to such Hospice Patient.

(b) Verification of Regulatory Requirements. Hospice shall verify compliance the following requirements established by the Medicare Conditions of Participation for Hospice Care.

(i) Copy of Plan of Care. Hospice shall document in the patient's record that the Plan of Care has been provided to Facility and specify the Respite Care that Facility will furnish. Hospice shall periodically review Hospice Patients' records to verify that these requirements are met.

(ii) Patient Care Policies. Hospice shall verify that Facility has established patient care policies that are consistent with Hospice's policies and agrees to abide by the palliative care protocols and Plans of Care established by Hospice for its patients. Hospice shall review Facility's policies to determine their consistency with Hospice policies.

(iii) Inpatient Clinical Records. Hospice shall periodically review Hospice Patients' inpatient clinical records to determine that they include a record of all Respite Care furnished and events regarding care that occurred at Facility. Facility shall make inpatient clinical records available to Hospice at the time of discharge.

(iv) Copy of Discharge Summary. Hospice shall document in the patient's record that Facility provided a copy of the discharge summary at the time of discharge. Hospice shall periodically review Hospice Patients' records to verify that this requirement is met.

(v) Responsible Facility Representative. The Responsible Facility Representative is identified at the end of this Addendum. Facility shall immediately notify Hospice if a new Responsible Facility Representative is appointed, and shall inform Hospice of the name and contact information of the new Responsible Facility Representative. Hospice shall maintain a record of Responsible Facility Representatives.

(vi) Hospice Training. Facility shall provide Hospice with a list of Facility personnel who will be providing care to Hospice Patients, indicating whether each person has already been provided with hospice training. For personnel who have already received training, Facility shall provide hospice with the names of the individuals who gave the training and a description of the training. For personnel who have not received hospice training, Hospice shall provide training, and shall document the names of the individuals who gave the training and a description of the training. Upon hiring new personnel who will be providing care to Hospice Patients, Facility shall notify Hospice and indicate whether the personnel have received hospice training and, if so, the names of the individuals who gave the training and a description of the training.

(vii) Professional Management Responsibility. Hospice retains

administrative and financial management, and oversight of staff and services related to all Respite Care to ensure the provision of quality care. All Respite Care must be authorized by Hospice, furnished in a safe and effective manner by qualified personnel, and delivered in accordance with the Plan of Care.

4. Billing and Payment.

(a) Medicare and/or Medicaid Eligible Hospice Patients. For each Respite Care Day provided to a Medicare and/or Medicaid Eligible Hospice Patient, Hospice shall pay Facility a fixed payment equal to **80%** of the rate Hospice receives from Medicare or Medicaid, except the day on which such patient is discharged from Facility or unless such patient dies while residing at Facility. Payment for any Respite length of stay greater than five (5) days at a time is not the responsibility of Hospice and must be arranged by Facility with Hospice Patient or Hospice Patient's family or other responsible party.

(b) Private Pay Hospice Patients. Facility shall bill each Private Pay Hospice Patient or the third party payor, if applicable, for each Respite Care Day at a rate agreed upon by Facility and Private Pay Hospice Patient or his or her third party payor. Facility shall accept such payment as payment in full for the Respite Care Day. Hospice will not be responsible for reimbursing Facility for any portion of the cost of Respite Care provided to a Private Pay Hospice Patient.

(c) Billing. The terms for billing for Respite Care shall be governed by the Agreement.

5. Responsible Facility Representative. Facility has identified the following individual as the Responsible Facility Representative: _____

6. Conflicts. To the extent that there is any conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.

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

AMEDISYS MARYLAND, L.L.C.

Signature: Lisa Davis

Print Name: ~~Shawna C. Thomas~~ Lisa Davis

Title Hospice Contracts Specialist

Date: 03/12/2024

HILLHAVEN SNF OPERATOR LLC DBA STERLING CARE HILLHAVEN

Signature: Drew Richard

Print Name: DREW RICHARD

Title NHA

Date: 3/12/2024

Exhibit 43

HOSPICE-NURSING FACILITY SERVICES AGREEMENT

THIS HOSPICE-NURSING FACILITY SERVICES AGREEMENT (the "Agreement") is effective on the 20th day of November, 2023 (the "Effective Date") by and between Montgomery Hospice Inc. ("Hospice") and Sterling Care Hillhaven ("Facility").

RECITALS

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

AGREEMENTS

In consideration of the above Recitals, which are incorporated into this Agreement, and the mutual agreements that follow, the parties agree to the following terms and conditions:

1. Definitions.

(a) "Facility Services" means those 24-hour personal care services and room and board services, along with the items and supplies that Facility would provide to a Hospice Patient under the rate Facility would have received for such items and services if the Hospice Patient had not elected hospice, as specified in the Hospice Plan of Care for a Hospice Patient. Facility Services may include, but are not limited to: (i) providing food, including individualized requests; (ii) assisting with activities of daily living such as mobility and ambulation, dressing, grooming, bathing, transferring, eating, and toileting; (iii) arranging and assisting in socializing activities; (iv) assisting in the administration of medicine; (v) providing and maintaining the cleanliness of Hospice Patients' rooms; (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; and (viii) providing the usual and customary room furnishings provided to Facility residents including, but not limited to, beds, linens, lamps, and dressers.

(b) "Hospice Interdisciplinary Group" ("Hospice IDG") means a group of qualified individuals employed or contracted by Hospice including, but not limited to: a doctor of medicine or osteopathy; a registered nurse; a social worker; and a pastoral or other counselor.

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

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

(e) “Hospice Plan of Care” means a written care plan established, maintained, reviewed, and modified, if necessary, at intervals identified by the Hospice IDG in coordination with Facility and each Hospice Patient’s attending physician, if any. The Hospice Plan of Care must reflect goals of each Hospice Patient and his or her family and interventions based on the problems identified in each Hospice Patient’s assessments. The Hospice Plan of Care will reflect the participation of the Hospice, Facility, a Hospice Patient, and his or her family to the extent possible. Specifically, the Hospice Plan of Care includes: (i) identification of the Hospice Services, including interventions for pain management and symptom relief, and Facility Services needed to meet a Hospice Patient’s needs and the related needs of his or her family; (ii) a statement of the scope and frequency of such Hospice Services and Facility Services; (iii) measurable outcomes anticipated from implementing and coordinating the Hospice Plan of Care; (iv) drugs and treatment necessary to meet the needs of the Hospice Patient; (v) medical supplies and appliances necessary to meet the needs of the Hospice Patient; and (vi) documentation of the Hospice Patient’s or representative’s level of understanding, involvement, and agreement with the Hospice Plan of Care.

(f) “Hospice Services” means those services that Hospice would provide to a Hospice Patient if such Hospice Patient were residing in his or her personal residence that are related to and medically necessary for the palliation and management of such Hospice Patient’s terminal illness as specified in a Hospice Patient’s Hospice Plan of Care. Hospice Services include: (i) nursing care and services by or under the supervision of a registered nurse; (ii) medical social services provided by a qualified social worker under the direction of a physician; (iii) physician services to the extent that these services are related to and medically necessary for the palliation and management of a Hospice Patient’s terminal illness and are not provided by the attending physician; (iv) counseling services, including bereavement, dietary, and spiritual counseling; (v) physical, respiratory, occupational, and speech therapy services; (vi) home health aide/homemaker services; (vii) medical supplies; (viii) drugs and biologicals; (ix) use of medical appliances; and (x) medical direction and management of Hospice Patients.

(g) “Medicaid Patient” means a Hospice Patient whose Facility Services are required by law to be billed to Medicaid by Hospice.

(h) “Other Facility Services” means all items and services provided or arranged by Facility that are not covered by Facility’s rate for Facility Services and are determined by Hospice not to be related to or medically necessary for the palliation and management of a Hospice Patient’s terminal illness.

(i) “Private Pay Patient” means a Hospice Patient whose Facility Services are not required by law to be billed by Hospice to Medicaid, which may include, but is not limited to, Hospice Patients who are eligible for Medicare but not Medicaid, Hospice Patients who are not eligible for Medicare or Medicaid, and Hospice Patients with private insurance.

(j) “Purchased Hospice Services” means those Hospice Services specified in Exhibit A that: (i) Hospice determines to be related to and medically necessary for the palliation and management of a Hospice Patient’s terminal illness; (ii) are not covered by Facility’s rate for Facility Services; (iii) are not core services under the Medicare Conditions of Participation for Hospice Care; and (iv) Hospice has elected to contract with Facility to provide.

(k) “Residential Hospice Care Day” means a day on which a Hospice Patient receives Facility Services, including the day of admission but excluding any days on which a Hospice Patient receives inpatient care and any other days on which Facility would not have received payment from Medicaid if the Hospice Patient had not been enrolled in hospice (e.g., date of discharge, date of death). Residential Hospice Care Day shall also include any day that Medicaid would pay a bed reservation amount to Hospice for a Hospice Patient on a qualifying temporary leave from Facility.

2. Responsibilities of Facility.

(a) Provision of Services.

(i) Facility Services. At the request of an authorized Hospice staff member, Facility shall admit Hospice Patients to Facility, subject to Facility’s admission policies and procedures and the availability of beds. Facility shall immediately notify Hospice if Facility is unable to admit a Hospice Patient. Facility shall comply with each Hospice Patient’s Hospice Plan of Care and shall ensure Hospice Patients are kept comfortable, clean, well groomed, and protected from negligent and intentional harm including, but not limited to, accident, injury, and infection. Facility’s primary responsibility is to provide Facility Services based on each Hospice Patient’s Hospice Plan of Care and ensure that the level of care provided is appropriately based on the individual Hospice Patient’s needs. It is Facility’s responsibility to provide Facility Services that meet the personal care and nursing needs that would have been provided by a Hospice Patient’s primary caregiver at home in coordination with Hospice, and Facility shall perform Facility Services at the same level of care provided to each Hospice Patient before hospice care was elected. While Facility’s nursing personnel may, as specified by Facility, assist in administering prescribed therapies to Hospice Patients under the Hospice Plan of Care, such assistance may only be provided to the extent the activity is permitted by law and only to the extent that Hospice would routinely utilize the services of a Hospice Patient’s family in implementing the Hospice Plan of Care. Notwithstanding the foregoing, in times of Hospice Patient crisis, Hospice may authorize and direct Facility staff to perform more sophisticated functions in order to ensure a Hospice Patient’s comfort, and Hospice and Facility shall address potential crisis situations for individual Hospice Patients in the Hospice Plan of Care.

(ii) Purchased Hospice Services. At the request of an authorized Hospice staff member, Facility shall provide Hospice Patients with the Purchased Hospice Services identified in Exhibit A.

(iii) Other Facility Services. Facility shall provide Other Facility Services as agreed upon by Facility and each Hospice Patient. Hospice shall not be responsible

for Other Facility Services, including, but not limited to, providing, arranging, or managing such services.

(iv) Notification of Services. In accordance with this Agreement, Facility shall fully inform Hospice Patients of Facility Services and Other Facility Services to be provided by Facility.

(v) Confirmation of Unrelated Items and Services. To ensure Hospice Patients and their third-party payors are not billed for items or services that are related to the terminal illness, Facility shall confirm with Hospice that an item or service is not related to the patient's terminal illness prior to providing, arranging, or billing a Hospice Patient or third-party payor for such item or service. Facility may be held liable if it does not obtain such confirmation and an item or service is incorrectly billed to a Hospice Patient or his or her third-party payor.

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

(c) Professional Standards and Credentials.

(i) Professional Standards. Facility shall ensure that all services Facility provides to Hospice Patients under this Agreement are provided competently and efficiently in accordance with the Hospice Plan of Care and this Agreement. The services Facility provides to Hospice Patients under this Agreement shall meet or exceed the standards of care for providers of such services and shall be in compliance with all applicable laws, rules, regulations, professional standards, and licensure requirements.

(ii) Credentials.

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

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

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

[d] Exclusion from Medicare or Medicaid. Facility represents and warrants that neither Facility nor its personnel or contractors have been, at any time, excluded from participation in any federally funded health care program including, without limitation, Medicare or Medicaid, nor have been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law. Facility shall screen its personnel, contractors, and subcontractors against the Office of Inspector General's List of Excluded Individuals and Entities ("LEIE") and the Government Services Administration's exclusion records in the System for Award Management ("SAM") on a monthly basis. Upon Hospice's request, Facility shall provide Hospice with evidence of such screenings.

(d) Quality Assessment and Performance Improvement Activities. Facility shall cooperate with Hospice in its hospice-wide quality assessment and performance improvement activities. Components of the quality assessment and performance improvement program include: (i) data collection; (ii) reporting adverse patient events, analyzing their causes, and implementing preventive actions and mechanisms; and (iii) taking actions to improve performance. Hospice shall provide Facility with a description of its quality assessment and performance improvement program and information on performance improvement projects upon request. Third-party payors may also impose their own utilization management or quality assurance requirements that Facility must meet. To the extent permitted by applicable law, participating in these activities shall not constitute a waiver of any legal privileges or rights that may apply to the information that is shared, it being the intent of the parties to preserve any applicable privileges. Hospice shall maintain the confidentiality of such information in whatever form it is provided.

(e) Coordination of Care.

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

(ii) Design of Hospice Plan of Care. In accordance with applicable federal and state laws and regulations, Facility shall coordinate with Hospice in developing a Hospice Plan of Care for each Hospice Patient that is consistent with the hospice philosophy and is responsive to the unique needs of each Hospice Patient and his or her expressed desire for hospice care. Hospice retains primary responsibility for determining each Hospice Patient's appropriate Hospice Plan of Care in accordance with its applicable regulations. 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. Facility shall ensure that

Facility's care plan for each Hospice Patient reflects both the most recent Hospice Plan of Care and a description of the Facility Services furnished by Facility in accordance with its applicable regulations.

(iii) Modifications to Hospice Plan of Care. Facility will assist with periodic review and modification of the Hospice Plan of Care. Facility will not make any modifications to the Hospice Plan of Care without first consulting with Hospice. Hospice retains the sole authority for determining the appropriate course of hospice care provided to each Hospice Patient, including the determination to change the level of Hospice Services provided.

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

(v) Designated Facility Member. Facility shall designate a member of Facility's interdisciplinary team who is responsible for working with Hospice representatives to coordinate care to each Hospice Patient provided by Facility and Hospice. The designated team member shall have a clinical background, function within their state scope of practice act, and have the ability to assess a Hospice Patient or have access to someone that has the skills and capabilities to assess a Hospice Patient. Facility's designated interdisciplinary team member shall be responsible for: (i) collaborating with Hospice representatives and coordinating Facility's participation in Hospice's care planning process for Hospice Patients; (ii) communicating with Hospice representatives and other health care providers participating in the provision of care for the terminal illness, related conditions, and other conditions to ensure quality of care for Hospice Patients; (iii) communicating with Hospice Physicians, Hospice Patients' attending physicians (if any), and other practitioners participating in the provision of care to Hospice Patients as needed to coordinate Hospice Services with the medical care provided by other physicians; (iv) obtaining patient-specific information from Hospice as required by applicable laws and regulations; and (v) confirming that Facility provides orientation in the policies and procedures of Facility, including patient rights, appropriate forms, and recordkeeping requirements, to Hospice personnel furnishing care to Hospice Patients at Facility.

(f) Policies and Procedures. In providing services to Hospice Patients, Facility shall abide by Hospice's applicable policies and procedures, palliative care protocols, and Hospice Plans of Care. Facility shall establish policies and procedures to ensure that any services provided to Hospice Patients are billed appropriately to the proper payor. Upon Hospice's request, Facility shall provide copies of such policies and procedures.

(g) Assist with Inquiries and Investigations. Facility shall fully cooperate with Hospice in its effort to respond to and resolve any inquiry, audit, investigation, review, or other request for information by any third party related to a relationship between the parties. Facility shall also fully cooperate with any insurance company providing protection to Hospice in connection with such inquiries. Facility shall notify Hospice promptly of any inquiries, audits,

investigations, reviews, or other requests for information related to a relationship between the parties.

(h) Visiting and Access by Hospice.

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

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

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

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

(i) Patient Transfer. Facility shall not transfer any Hospice Patient to another care setting without the prior approval of Hospice.

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

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

3. Responsibilities of Hospice.

(a) Admission to and Discharge from Hospice Program.

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

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

(b) Professional Management Responsibility.

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

(ii) Management of Hospice Services. Hospice shall retain professional management responsibility to ensure that Hospice Services are furnished in a safe and effective manner by qualified personnel in accordance with Hospice Patient's Hospice Plan of Care. Hospice Services shall be provided in a timely manner and shall meet applicable professional standards.

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

(d) Designation of Hospice Representative. For each Hospice Patient, Hospice shall designate a registered nurse who will be responsible for coordinating and supervising Hospice Services provided to a Hospice Patient and be available 24 hours per day, 7 days per week for consultation with Facility concerning a Hospice Patient's Hospice Plan of Care. In addition, for each Hospice Patient residing at Facility, Hospice shall designate a member of the Hospice Patient's Hospice IDG to provide overall coordination of care for such Hospice Patient. Such hospice representative shall be available to provide information to Facility regarding the provision of Facility Services and to coordinate the periodic evaluation of patient progress and outcomes of care upon request.

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

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

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

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

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

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

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

(g) Purchased Hospice Services. Hospice may purchase from Facility Purchased Hospice Services as set forth in Exhibit A.

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

(i) Assist with Inquiries and Investigations. Hospice shall fully cooperate with Facility in its effort to respond to and resolve any inquiry, audit, investigation, review, or other request for information by any third party related to a relationship between the parties. Hospice shall also fully cooperate with any insurance company providing protection to Facility in connection with such inquiries. Hospice shall notify Facility promptly of any inquiries, audits, investigations, reviews, or other requests for information related to a relationship between the parties.

(j) Confirmation of Unrelated Items and Services. Hospice shall be solely responsible for determining those items and services that are related to and medically necessary for the palliation and management of a Hospice Patient's terminal illness. Hospice shall communicate such determinations to Facility and promptly respond to Facility's request for confirmation that an item or service is not related to a Hospice Patient's terminal illness.

4. Billing and Payment.

(a) Billing and Payment for Facility Services Provided to Medicaid Patients.

(i) Rates. As required by applicable law, Hospice shall pay Facility a fixed payment rate for each Residential Hospice Care Day provided to a Medicaid Patient excluding any days on which a Hospice Patient receives inpatient care at Facility and any other days on which Facility would not have received payment from Medicaid if the Hospice Patient had not been enrolled in hospice. The fixed payment rate shall be 100% of Facility's applicable then current Medicaid per diem rate that would have been paid by the Medicaid program to Facility if the Medicaid Patient had not elected to receive hospice care, less the Medicaid Patient's required personal contribution amount, if any. Facility shall accept this rate as payment in full for Facility Services provided to such Medicaid Patient and shall not bill the Medicaid Patient or his or her family, representatives, or any third-party payor. If it is later determined that the rate Hospice paid is not correct, Hospice shall adjust future payments for Facility Services for overpayments or underpayments, as applicable. Facility shall collect and retain the Medicaid Patient's required personal contribution amount, if any.

(ii) Billing and Payment. Within 10 calendar days of the end of the month and within at least 30 days of providing Facility Services, Facility shall submit to Hospice an accurate and complete statement of all Facility Services provided to Medicaid Patients. The statement shall be in a form acceptable to Hospice and include information usually provided to third-party payors to verify the services and charges reflected in the statement, including, but not limited to: (i) the name of the Hospice Patient receiving services; (ii) the dates for Facility Services provided to Medicaid Patients; and (iii) Facility's applicable then current Medicaid rate for Facility Services provided to each Medicaid Patient. Hospice shall pay Facility within 30 days after receipt of payment from Medicaid for Facility Services. Payment by Hospice with respect to such bills shall be considered final, unless adjustments are requested in writing by Facility within 30 days of receipt of payment.

(b) Billing and Payment for Facility Services Provided to Private Pay Patients. Facility shall bill each Private Pay Patient (or such patient's third-party payor, if applicable) for Facility Services at a rate agreed upon by Facility and such patient or his or her third-party payor. Facility shall accept such payment as payment in full for Facility Services. Hospice shall not be responsible for reimbursing Facility for any portion of the cost of Facility Services provided to a Private Pay Patient. Facility shall not seek payment from Hospice in the event of default of financial obligations on the part of a Private Pay Patient or such patient's third-party payor. Hospice will, to the extent permitted by law, provide Facility with any information it may reasonably require to obtain payment from any payor or other permissible payment source.

(c) Billing and Payment for Purchased Hospice Services Provided to All Hospice Patients. Facility shall bill Hospice for Purchased Hospice Services provided to Hospice Patients at the rates agreed to by Facility and Hospice as reflected in Exhibit A. Facility shall accept these rates as payment in full for Purchased Hospice Services provided to Hospice Patients and shall not bill such patients, their family, representatives, or any third-party payor. Facility represents and warrants that all Purchased Hospice Services for Medicaid Patients are not included

in the applicable, then current Medicaid per diem rate that Facility would have received if the Medicaid Patient had not elected to receive Hospice Services. The billing and payment procedures set forth in section 4(a)(ii) of this Agreement shall apply.

(d) Billing and Payment for Other Facility Services. Facility or its contractors shall bill each Hospice Patient or such patient's third-party payor, if applicable, for Other Facility Services. Hospice shall bear no responsibility, obligation, or other liability to reimburse Facility for the cost of Other Facility Services.

(e) Limitation on Hospice's Financial Responsibility. Except as specifically identified in this Agreement, Hospice shall bear no responsibility, obligation, or other liability to reimburse Facility for any charges, costs, expenses, or other fees for services provided under this Agreement. Hospice shall have no obligation to pay Facility for any service if Hospice does not receive a bill for such service within 120 days following the date on which the service was rendered. If the billing for services Facility provides, arranges, or bills under this Agreement is determined to be in error, Facility shall cooperate with Hospice to make any necessary repayment and coordinate with Hospice to rebill such services as permitted.

5. Insurance and Hold Harmless.

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

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

6. Records.

(a) Creation and Maintenance of Records. Each party shall prepare and maintain complete and detailed records concerning each Hospice Patient receiving services under this Agreement in accordance with prudent recordkeeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Each party shall retain such records for a minimum of six years from the date of discharge of each Hospice Patient or such other time period as required by applicable federal and state law. Each clinical record shall completely, promptly, and accurately document all services provided to, and events concerning, each Hospice Patient, including evaluations, treatments, progress notes,

authorizations to admission to Hospice and/or Facility; physician orders entered pursuant to this Agreement, and discharge summaries. Each record shall document that the specified services are furnished in accordance with this Agreement and shall be readily accessible and systemically organized to facilitate retrieval by either party. Facility shall cause each entry made for services provided under this Agreement to be signed and dated by the person providing such services.

(b) Financial Recordkeeping. Facility shall keep accurate books of accounts and records covering all transactions relating to this Agreement (the "Financial Records") at its principal place of business.

(c) Access by Hospice. Facility shall promptly permit Hospice or its authorized representative, including any independent public accountant or other auditor, during regular business hours to review and make photocopies of records maintained by Facility relating to the provision of services provided under this Agreement including, but not limited to, Financial Records, clinical records, and billing and payment records. If requested by Hospice, Facility shall promptly provide photocopies of such records to Hospice. This section shall survive termination of this Agreement.

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

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

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

8. Term and Termination.

(a) Term. This Agreement shall have an initial term of one year beginning on the Effective Date (the "Initial Term") and shall automatically renew for successive one-year terms, unless sooner terminated as provided below. If this Agreement is terminated during the Initial Term, the parties shall not enter into an agreement for the same or similar services for the duration of the Initial Term. This provision shall survive termination of this Agreement.

(b) Termination.

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

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

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

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

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

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

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

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

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

(c) Effect of Termination on Continuity of Services. Notwithstanding any other provision of this Agreement, upon termination of this Agreement for any reason, including, without limitation, expiration of its term, Facility shall, unless otherwise directed by Hospice, continue to provide services (the "Continuation Services") to Hospice Patients who were receiving services at the time of termination until no such Hospice Patients remain at Facility. The terms and conditions of this Agreement shall remain in effect with respect to any Continuation Services unless the parties agree otherwise in writing. On or after the date of termination, Hospice shall not request admission of any new Hospice Patients to Facility for purposes of receiving services under this Agreement. This section shall survive termination of this Agreement.

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

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

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

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

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

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

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

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

(i) mistreatment or neglect;

- (ii) verbal, mental, sexual, or physical abuse;
- (iii) injuries of an unknown source; or
- (iv) misappropriation of patient property.

10. Nondiscrimination. The parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, national origin, or any other protected class in any manner prohibited by federal or state laws.

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

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

13. Miscellaneous Provisions.

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

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

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

(d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of Maryland.

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

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

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

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

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

(j) No Requirement to Refer and Compliance with Law. Nothing in this Agreement or in any other written agreement or oral understanding between the parties shall be construed to require either party to refer patients to the other party or otherwise to generate business for the other party. The parties further acknowledge that they are not restricted from referring any patient to, utilizing the services of, or otherwise generating business for any other facility or entity of such party's choosing. This Agreement is not intended to influence the judgment of any physician or provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of residents. Neither Facility nor Hospice shall receive any compensation or remuneration for referrals. Notwithstanding the unanticipated effect of any of the provisions herein or in any other written agreements or oral understandings between the parties, the parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the federal Anti-Kickback Statute) and any other federal or state law provision governing fraud and abuse or self-referrals under Medicare, Medicaid, any federal health care program as defined in 42 U.S.C. § 1320a-7b(f), or any state health care program, as such provisions may be amended from time to time. This Agreement and any other written agreements or oral understandings between the parties shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto shall take such actions necessary to construe and administer this Agreement and any other written agreements or oral understandings therewith. The parties further intend that the compensation set forth in this Agreement shall be fair market value for services, based on arm's length bargaining and the value of similar services in the community, determined without regard to the volume or value of any referral of patients. The services contracted for do not exceed those that are reasonably necessary to accomplish the commercially reasonable business purposes of the parties and do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law. In the event any court or administrative agency of competent jurisdiction determines this Agreement or any other written agreement or oral understanding between the parties violates any such statutes or that the fees in this Agreement are not fair market

value, then the parties hereto shall take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations.

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

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

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

TO: HOSPICE

1355 Piccard Drive

Suite 100

Rockville, MD 20850

Attn: President & CEO

TO: FACILITY

3210 Powder Mill Rd

Adelphi, MD 20783

Attn: Administrator

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

The parties have executed this Agreement as of the Effective Date set forth above.

HOSPICE:

By: _____

Name: _____

Title: _____

FACILITY:

By:  _____

Name: Drew Richard

Title: Administrator

EXHIBIT A
PURCHASED HOSPICE SERVICES

1. **Purchased Hospice Services.** The following services and items will be purchased, as needed, by Hospice from Facility on the terms set forth in this Exhibit A and elsewhere in the Agreement. The rates identified reflect fair market value, without regard to the volume and value of referrals.
 - a. Montgomery Hospice Inc. will contract with the facility's provider for rates that are similar to its other vendors' rates for DME and oxygen that is ordered by the Hospice Plan of care, but not provided in the monthly resident fee.
 - b. Montgomery Hospice will contract with the facility's provider for rates that are similar to its other vendors' rates for drugs that are ordered by the Hospice Plan of Care.

2. **Authorized Personnel.** The following hospice representatives are authorized to purchase or order items and services from Facility for Hospice Patients:
 - a. Hospice Case Managers
 - b. Hospice Social Workers
 - c. Hospice Team Managers
 - d. Hospice Triage Nurse and on-call nurses
 - e. Hospice Physicians and nurse practitioners
 - f. Hospice Liaisons
 - g. Admission Nurses

3. **Billing and Payment.** Billing and payment for Purchased Hospice Services shall be governed by this Agreement.

4. **Professional Management Responsibility.** Hospice retains administrative and financial management and oversight of staff and services related to all Purchased Hospice Services to ensure the provision of quality care. All Purchased Hospice Services must be authorized by Hospice, furnished in a safe and effective manner by qualified personnel, and delivered in accordance with the Hospice Plan of Care.

HOSPICE RESPITE CARE ADDENDUM

THIS HOSPICE RESPITE CARE ADDENDUM (the "Addendum") is effective on the Effective Date and amends and is made part of the Hospice-Nursing Facility Services Agreement by and between Montgomery Hospice Inc. ("Hospice") and Sterling Care Hillhaven ("Facility") dated November 20, 2023 (the "Agreement").

Hospice and Facility agree to modify the Agreement to address the provision of Respite Care to Hospice Patients.

1. Definitions. Capitalized terms not otherwise defined in this Addendum shall have the meanings given to them in the Agreement.

(a) "Respite Care" means short-term inpatient care provided to a Hospice Patient when necessary to relieve family members or other persons caring for the patient. Such services include, without limitation, nursing, dietary, housekeeping, therapies, respiratory, pharmacy, oxygen services, and related ancillary services.

(b) "Respite Care Day" means a day on which a Hospice Patient receives Respite Care from Facility. Any portion of a 24-hour period, if less than 24 hours, shall constitute a Respite Care Day and shall be compensated pursuant to this Addendum, except the day on which the Hospice Patient is discharged, unless such patient dies as an inpatient.

(c) "Medicare and/or Medicaid Hospice Patient" means a Hospice Patient who is eligible for Medicare or Medicaid benefits and who has elected the Medicare and/or Medicaid hospice benefit. This shall also include Hospice Patients whom Hospice designates to receive Respite Care at Hospice's expense.

(d) "Private Pay Hospice Patient" means a Hospice Patient who is not a Medicare and/or Medicaid Hospice Patient as defined in this Addendum including, but not limited to, a Hospice Patient with private insurance who is not designated to receive Respite Care at Hospice's expense.

2. Responsibilities of Facility.

(a) Provision of Respite Care. At the request of an authorized Hospice staff member, Facility shall admit Hospice Patients as Facility inpatients and make beds available to Hospice Patients on the same priority as its other patients. Facility shall immediately notify Hospice if Facility is unable to provide Respite Care to a Hospice Patient. Facility shall comply with such Hospice Patients' Hospice Plans of Care and shall ensure Hospice Patients are kept comfortable, clean, well groomed, and protected from negligent and intentional harm including, but not limited to, accident, injury, and infection.

(b) Medicare or Medicaid Certification. Facility represents and warrants that it is currently, and will at all times during the term of this Addendum remain, certified to participate in the Medicare or Medicaid program.

(c) Twenty-Four Hour Nursing Services. Facility shall provide 24-hour nursing services that meet the nursing needs of each Hospice Patient in accordance with his or her Hospice Plan of Care. For each shift, Facility will identify to Hospice in advance a charge nurse or other member of Facility's nursing staff who will respond to Hospice's requests for information concerning Hospice Patients.

(d) Home-Like Atmosphere. Facility shall provide a home-like atmosphere and ensure that patient areas are designed to preserve the dignity, comfort, and privacy of patients.

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

(f) Discharge Summary and Clinical Record. At the time of discharge, Facility shall provide Hospice with a copy of the discharge summary and, if requested by Hospice, a copy of its clinical records, which must include a record of all Respite Care provided and events that occurred at Facility.

(g) Hospice Patient Visitors.

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

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

(h) Implementation of Agreement. Facility shall designate an individual within Facility who shall be responsible for the implementation of the provisions of this Addendum and the Agreement (the "Responsible Facility Representative"). The current Responsible Facility Representative is identified at the end of this Addendum. Facility shall notify Hospice if a new individual is designated as the Responsible Facility Representative.

3. Responsibilities of Hospice.

(a) Provision of Hospice Plan of Care to Facility. Upon a Hospice Patient's admission to Facility for Respite Care, Hospice shall furnish a copy of the current Hospice Plan of Care. Hospice shall specify the Respite Care to be furnished by Facility to such Hospice Patient.

(b) Training of Personnel. Hospice retains responsibility for ensuring training is provided to personnel who will be providing Respite Care to Hospice Patients and that a description of the training and the names of those giving the training are documented.

(c) Verification of Regulatory Requirements. In accordance with the requirements established by the Medicare Conditions of Participation for Hospice Care, Hospice shall periodically meet with the Responsible Facility Representative to verify: (i) that Hospice supplied Facility with a copy of each Hospice Patient's Hospice Plan of Care; (ii) that Facility established patient care policies consistent with those of Hospice and agreed to abide by the palliative care protocols and Hospice Plans of Care established by Hospice for Hospice Patients; (iii) that each Hospice Patient's inpatient clinical records include records of all Respite Care furnished and events regarding care that occurred at Facility; (iv) that a copy of the discharge summary is provided to Hospice at the time of discharge and that a copy of the inpatient clinical record is available to Hospice at all times, including after discharge; (v) that Facility has identified the Responsible Facility Representative; and (vi) that Hospice retains responsibility for ensuring that the training of personnel who will be providing Hospice Patients' care has been provided and that a description of the training and the names of those giving the training are documented.

(d) Professional Management Responsibility. Hospice retains administrative and financial management and oversight of staff and services related to all Respite Care to ensure the provision of quality care. All Respite Care must be authorized by Hospice, furnished in a safe and effective manner by qualified personnel, and delivered in accordance with the Hospice Plan of Care.

4. Billing and Payment.

(a) Billing and Payment for Respite Care Provided to Medicare and/or Medicaid Hospice Patients.

(i) Rates. Hospice shall pay Facility a fixed rate for each Respite Care Day provided to a Medicare and/or Medicaid Hospice Patient, except the day on which such patient is discharged from Facility, unless such patient dies while residing at Facility. The fixed payment rate shall be 60% of the applicable, then current rate Hospice receives from the Hospice Patient's applicable third-party payor for each Respite Care Day. Facility shall accept this rate as payment in full for each Respite Care Day provided to Medicare and/or Medicaid Hospice Patients and shall not bill such patients, their family, representatives, or any third-party payor. The rate represents fair market value and does not take into account the volume or value of referrals.

(ii) Billing and Payment. The terms for billing for Respite Care shall be governed by section 4(a)(ii) of the Agreement.

(b) Billing and Payment for Respite Care Provided to Private Pay Hospice Patients. Facility may bill Respite Care provided under this Addendum directly to Hospice Patients who are Private Pay Hospice Patients or their applicable third-party payor at a rate agreed upon by Facility and such patient or third-party payor. Facility shall accept such payment as payment in full for Respite Care. Hospice will not be responsible for reimbursing Facility for any portion of the cost of Respite Care provided to a Private Pay Hospice Patient. Facility shall not seek payment from Hospice in the event of default of financial obligations on the part of a Private Pay Hospice Patient or third-party payors. Hospice will, to the extent permitted by law, provide

Facility with any information it may reasonably require to obtain payment from any payor or other permissible payment source.

(c) Limitation on Hospice's Financial Responsibility. Hospice shall retain financial management responsibility for care furnished by Hospice, directly or under arrangement with other providers, that is related to and medically necessary for the palliation and management of a Hospice Patient's terminal illness, provided that such care is specified in the Hospice Plan of Care for the patient. Hospice shall have no obligation to pay Facility for any service if Hospice does not receive a bill for such service within 120 days following the date on which the service was rendered. Hospice shall have no obligation to reimburse Facility for any charges, costs, expenses, or other fees for services: (i) provided to Hospice Patients who are not Medicare and/or Medicaid Hospice Patients; (ii) that are not in compliance with the Hospice Plan of Care for a given Medicare and/or Medicaid Hospice Patient; or (iii) that are provided without the prior authorization of Hospice.

5. Responsible Facility Representative. Facility has identified the following individual as the Responsible Facility Representative: **Administrator**

6. Conflicts. To the extent that there is any conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.

[Signature page to follow]

The parties have executed this Addendum as of the Effective Date.

HOSPICE:

By: _____

Name: _____

Title: _____

FACILITY:

By:  _____

Name: Drew Richard

Title: Administrator

Exhibit 44

Geetha Chilakamarri, MD, CMD

Voice: 240-393-6880 Email: geethachilakamarri@gmail.com

PROFESSIONAL EXPERIENCE

09/2022- Current

PRIVATE PRACTICE, OWNER, SRIG MED LLC

Geriatric medicine and Palliative Care Consultant

01/2020- 09/2022

MEDICAL DIRECTOR, SUPPORTIVE & GERIATRIC CARE AND CARE CLINIC

Frederick Regional Health System, Frederick, MD

Established the Geriatric service line for the County Hospital System and the Community.

Redesigned Palliative care to an Integrated Supportive care model.

07/2017- 12/2020

PHYSICIAN CONSULTANT

Tele-medicine - Triple care LLC – Curavi Health

03/2018- 12/2019

MEDICAL DIRECTOR, NURSING HOME PROGRAM

MEDICAL ADVISOR, COMPLEX AND PALLIATIVE CARE PROGRAM

Meritus Medical Center, Hagerstown, MD

07/2019- 12/2019

CLINICAL FACULTY – FAMILY MEDICINE RESIDENCY PROGRAM

Meritus Medical Center, Hagerstown, MD

12/2013 – 01/2018

MEDICAL DIRECTOR

Manor Care Health Services- Chevy Chase, MD

10/2014- 01/2018

ATTENDING PHYSICIAN

Montgomery Medical Associates, MD

04/ 2010- 11/2014

ASSOCIATE MEDICAL DIRECTOR/ STAFF PHYSICIAN

Hebrew Home of Greater Washington, Charles E Smith life Communities, Rockville, MD.

10/ 2009- 03/ 2010

CLINICAL FACULTY/ PHYSICIAN

Medical Faculty Associates, George Washington University, DC

FELLOWSHIP

07/ 2008- 06/ 2009

GERIATRICS AND HOSPICE AND PALLIATIVE CARE

George Washington University, Washington, DC

INTERNSHIP/ RESIDENCY

07/ 2005- 06/ 2008

FAMILY MEDICINE

Sparrow/ Michigan State University Family Medicine Residency

MEDICAL EDUCATION

12/ 1996- 07/ 2002

Bachelor of Medicine Bachelor of Surgery (MBBS)

Gandhi Medical College, NTR University of Health Sciences, Hyderabad, India.

CERTIFICATIONS AND LICENSURES

- CERTIFIED MEDICAL DIRECTOR- The Society of Post-Acute and Long Term Care Medicine- 2012; Recertified 2018-2024
- American Board of Family Medicine Certificate of added Qualifications in HOSPICE AND PALLIATIVE CARE MEDICINE- Board Certified 2012-2022
- American Board of Family Medicine Certificate of added Qualifications in GERIATRIC MEDICINE – Board Certified 2009; Recertified 2019-2029
- American Board of FAMILY MEDICINE- Board Certified 2008; Recertified 2018-2028
- Board of Medicine, MARYLAND – Active, License # D0069568
- Board of Medicine, VIRGINIA - Active, License # 0101263553

RESEARCH EXPERIENCE

Uniformed Services University, Bethesda, Maryland (09/ 2003- 06/ 2005)

Research Associate, Nephrology Research Laboratory, Department of Medicine.

Presentations/Poster sessions/Publications

- *"Age- Dependent increase in TLR2 expression is associated with glomerular lipid accumulation and upregulation of pro-inflammatory cytokines in the kidney of normal mice"*
Geetha Chilakamarri, A. A Rezende, I. Zuhl, N. Nguyen, S. Q. Doi
Journal of the American Geriatrics Society. 56, S65, 2008
- *"Are there any medications with an adjunct role in the medical treatment of depression?"*
Geetha Chilakamarri, David Weismantel, Arlene Weismantel.
Clinical Inquiries- Journal of Family Practice
- *"Caregiver issues" (Geriatrics)*
Pepid primary care plus
- *"Renal expression of scavenger receptor and pro-inflammatory cytokines increases with age in normal mice"*
Geetha Chilakamarri, Sonia Q Doi
Lansing Community Research day, April 30th, 2007.
Michigan Family medicine Research day, May 24th, 2007.
J. Am. Soc. Nephrol. 18:182A, 2007
- *"Lipid Alterations in the kidney: Cause or Effect of Growth Hormone Induced Glomerulosclerosis?"*
Geetha Chilakamarri, Maria C Mendonca, Sonia Q Doi
National Kidney Foundation of the National Capital Area
J. Am. Soc. Nephrol. 16:608A, 2005..
- *"Glutamine increases LDL-r expression in mesangial cells"*
Maria C Mendonca, Geetha Chilakamarri, Donald F Sellitti, Sonia Q Doi American Society of Nephrology, 37th Annual meeting and Scientific Exposition.
J. Am. Soc. Nephrol. 15:673A, 2004.
- *"Growth hormone promotes glomerular lipid accumulation in the bGH mouse model"*
Geetha Chilakamarri, Maria Mendonca, Donald F Sellitti, Sonia Q Doi
National Kidney Foundation of the National Capital Area, June 2004.

Volunteer Experience

□ **Hepatitis B vaccination program** (11/ 2001 - 04/ 2002)

Participated in a Hepatitis B vaccination program to immunize children in Hyderabad. Duties consisted of administering 3 doses of Hepatitis B vaccination to children and increasing the awareness about Hepatitis in the community.

□ **Pulse Polio Immunization Program** (12/ 1996 - 01/ 2000)

Volunteered for the National Pulse Polio Immunization Program, under the guidance of the Department of Social & Preventive Medicine, Gandhi Medical College, in the months of December and January every year from 1996 to 2000. Was responsible for leading a group of other volunteers, including nurses and public health workers, in organizing the program, increasing awareness about polio in the community and immunizing children under the age of 5 years in the under-served areas of the city.

Awards

- Award - Oral presentation
National Kidney Foundation of the National Capital Area, **June 2005**.
“Lipid Alterations in the kidney: Cause or Effect of Growth Hormone Induced Glomerulosclerosis?”
- Award - Oral presentation – Second place Lansing Community research day, **April 2007**.
“Renal expression of scavenger receptor and pro-inflammatory cytokines increases with age in normal mice”.
- Abstract winner - Basic Science
16th Annual fellows’ research forum
National Kidney foundation of the National Capital area, **June 2007**.
“Renal expression of scavenger receptor and pro-inflammatory cytokines increases with age in normal mice”.

Language fluency (other than English)

Telugu, Hindi- read, write and speak.

Special skills:

- Fellowship trained Geriatrician and clinical-educator.
- Skilled communicator: able to establish rapport with members of diverse groups, practice with cultural sensitivity, and promote team cohesiveness.
- Additional training as Medical Director through The Society for Post-acute and longterm care medicine.
- Additional training in Hospice and Palliative Medicine.
- Effective teacher in small groups and large audiences.

MEMBERSHIPS

- American Academy of Family Physicians
- Maryland Academy of Family Physicians
- American Geriatric Society
- American Medical Directors Association-The society for post-acute and long-term care medicine
- Maryland Medical Directors Association
- American Academy of Hospice and Palliative Medicine
- American College of Healthcare Executives
- Maryland Association of Healthcare Executives

Exhibit 45



Respecting Cultural Diversity



RESPECTING CULTURAL DIVERSITY

Target Audience

Certified Nurse Assistant, Nurse

Learning Objectives

This learning activity should enable you to:

- Identify major areas of care that culture affects
- Identify at least three actions that can be taken to show respect for residents' diversity

The United States is a diverse country. People who come from many different countries and who practice a wide range of religions can be found in most communities and may move into the nursing home for care. To show respect to residents and provide them with individualized care, you need to understand the ways in which residents' values, beliefs, and practices differ from yours.

Culture is defined as the integrated pattern of thoughts, communications, actions, customs, beliefs, values, and institutions associated, wholly or partially, with racial, ethnic, or linguistic groups, as well as with religious, spiritual, biological, geographical, or sociological characteristics. People may identify with multiple cultures in their lifetime.

People are individuals, of course, and there are differences among people from the same cultural group. This underscores the importance of learning about the individual resident and treating his or her personal values, beliefs, and practices with respect.

How Does a Resident's Culture Affect Care?

People who belong to the same cultural group may share similar values, beliefs, and practices. Although all individuals are unique, one's cultural identity may influence how a person regards and receives care. Examples include:

- A Mexican American person who speaks Spanish as his main language
- A Chinese American person who uses herbs and acupuncture as part of her approach to illness
- A Black American person who trusts the advice of family members as much as, and sometimes more than, the advice of a professional
- A Native American or Indigenous person may request care of the spirit from a medicine person in addition to medical care from a physician
- A Jewish person who does not eat milk and meat together

These examples may seem different to you, but they can be common practice within the culture to which these individuals belong. An action that may seem impolite in one culture may mean something completely different in another country. For example, in the United States, slurping soup might seem rude, but in multiple East Asian cultures, this is a compliment to the cook. Similarly, in the United States, a thumbs up usually signals approval, while in many countries around the world, it is an offensive gesture.

How Does Culture Influence People?

Think about your own religious and ethnic background. How does that affect your family relationships, views on care of older family members, holiday celebrations, food preferences, and health practices? Chances are you could think of a few beliefs and practices that are influenced by your cultural background—as well as other examples where your preferences are different from those broadly accepted in your culture. Let's look at some of the differences that you may encounter among the residents you care for.

Diet

Food preferences among ethnic groups are very diverse. Residents may prefer or reject foods based on their cultural background. It is useful to ask residents about food preferences so that you can provide individualized care and ensure the meals offered to them are culturally appropriate and align with their personal preferences. It can also be a special treat for residents to have family members bring in ethnic foods that aren't available in the nursing home. (Be sure to ask the nurse if there are any dietary restrictions that would interfere with this gesture.) It is also important to consider that for many people, mealtime is a social event, not just a time to consume food. Many cultural groups see mealtime as a chance to share prayers and lively conversation. Residents familiar with this cultural norm may enjoy meals that offer opportunities for socializing. Encouraging family members to share mealtimes with residents can also help to meet this need. Some groups also have rules that restrict the eating of certain foods or require fasting and other practices. It is important to understand and respect these cultural differences so that care can be person-centered and honor residents' preferences, including the culture that may influence them.

RESPECTING CULTURAL DIVERSITY

Holidays

Holidays and days of religious observance can vary among cultural groups. For example:

- Jewish people observe their Sabbath from sundown Friday to sundown Saturday.
- Seventh-day Adventists observe Saturday as their holy day.
- Muslims observe Friday as the Sabbath and may pray five times each day while facing toward Mecca.
- Different Christian denominations vary in which festivals and feast days they observe as holy days.
- Some African Americans may honor their cultural roots by celebrating Kwanzaa from December 26 to New Year's Day, or Juneteenth on June 19.

In addition to honoring practices related to holidays, the nursing home staff may consider scheduling activities that highlight them.

Roles

Many cultures have traditional roles for various family members, such as women taking care of the home and men being the primary breadwinner. Older residents who were accustomed to these roles may have difficulty understanding different approaches that their relatives have adopted. For example, they may not understand why their daughter or granddaughter has a job and is not available to be a caregiver to them. In most cultures, older adults are held in high esteem, and nursing home placement is not a welcome experience. Residents and family members alike may express tension, depression, and other emotions as a result.

Views of Health and Illness

Views on health status can be influenced by one's culture. For example, some Native Americans believe that a person must be in balance with nature to have good health, while some people believe traditional Chinese medicine's teaching that illness is the result of an imbalance of the body's negative (yin) and positive (yang) forces. Similarly, cultural background can influence the way people participate in their care. Some cultures follow special practices related to their health. Some Asian people may use herbs and acupuncture. Latino people may prefer to use special healers, such as curanderos. Asian American residents, for instance, may be reluctant to express disagreement or discomfort. Black American residents may be distrustful of nursing home staff due to past experiences of prejudicial treatment.

Residents who follow multiple faiths—including Judaism, Islam, and different denominations of Christianity—may need adjustments to their care. For example, Jewish residents often express a preference for:

- Fasting on holy days
- Use of matzo rather than regular bread during Passover
- Refusal of procedures during Sabbath
- Opposition to shaving, and wearing a skullcap and socks at all times (Orthodox Jewish people)

Communication

A communication barrier between people of different cultures is common and can cause healthcare-related concerns when information being shared is not understood. Be sure to provide clear and concise instructions, in a manner that the resident can understand, and avoid using terms not readily known by residents. In this way, residents can understand the healthcare services they are receiving and be involved in their own care.

Showing Respect for Residents' Diversity

- Make an effort to learn about residents' ethnic and religious backgrounds.
- If there is a language barrier, ask about getting an interpreter and a picture or word board that can be used to help communicate with the resident.
- If you learn about residents' special dietary needs, report these to the dietary staff.
- Involve the family as much as possible and help them to feel welcomed.
- Know what residents' religious practices are, and respect these. Assist residents with these practices as necessary (e.g., arranging for them to have their religious objects available, affording privacy during prayer times, contacting clergy).



RESPECTING CULTURAL DIVERSITY

KNOWLEDGE CHECK QUESTIONS

1. **You are assigned to Mr. Kolli, who is a Hindu. You have never met a Hindu person before. What is your best action?**
 - a. Ask the nurse to reassign Mr. Kolli to someone who has experience with Hindu people.
 - b. Ask Mr. Kolli and his family to tell you about Hinduism.
 - c. Avoid any discussion about the Hindu faith when you care for Mr. Kolli.

2. **When would a Jewish resident's Sabbath begin?**
 - a. Sundown Friday
 - b. Sundown Saturday
 - c. Sunrise Sunday

3. **Mrs. O'Henry is Catholic and wishes to keep a figurine of the Virgin Mary on her bedside table. What should you do?**
 - a. Tell her that because there are residents of many faiths in the facility, this could offend other residents and cannot be done.
 - b. Honor her right to keep the figurine on her table and practice her religious beliefs.
 - c. Tell her she must discuss this request with her physician.

4. **Mr. Lopez is a new resident whose primary language is Spanish. You do not speak Spanish but want to make sure you can communicate clearly with him. What should you do?**
 - a. Wait for staff who can speak Spanish before you assist Mr. Lopez.
 - b. Call your friend who speaks Spanish and ask them to translate.
 - c. Use the communication board and translator to assist with communication.

5. **A resident tells you her illness is an imbalance of yin and yang. You are unfamiliar with what this means. What should you do?**
 - a. Respectfully ask the resident to help you understand the imbalance of yin and yang and what she would like to be done to restore balance.
 - b. Smile at the resident and change the subject.
 - c. Tell her you can't help her and encourage her to talk with someone else.

1. b 2. a 3. b 4. c 5. a
KNOWLEDGE CHECK ANSWERS

Exhibit 46

Competency Assessment

Trauma-Informed and Culturally Competent Care

H5MAPR0343

Employee ID: _____

	Competency Demonstrated		Observer	Date/Comments
	YES	NO	Initials	
A) Purpose				
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) Definitions				
“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	Date/Comments
	YES	NO	Initials	
C) Preparation				
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.				
D) General Guidelines				
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;				

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b. exposure to loud noises, or bright/flashing lights;				
c. certain sights, such as objects; and/or				
d. sounds, smells, and physical touch.				
E) Organizational Strategies				
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.				

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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.)				
F) Resident Screening				
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.				
G) Resident Assessment				
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.				

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H) Resident Care Planning				
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.				
I) Resident Care Strategies				
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.				

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(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.				

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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:						