EMS BUSINESS ASSOCIATE AGREEMENT

AGRACE HOSPICARE, INC.

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered into as of the____day of_____,_____("Effective Date"), by and between Agrace HospiceCare, Incorporated ("Covered Entity"), and_____("Business Associate").

RECITALS

A. Covered Entity and Business Associate entered into an agreement (the "Underlying Agreement") pursuant to which Business Associate agrees to perform certain services on behalf of Covered Entity.

B. In performing services on behalf of the Covered Entity, Business Associate may create, access, receive, maintain or transmit Covered Entity's Protected Health Information (defined below).

C. The parties wish to enter into this Agreement to set forth their understanding with regard to Business Associate's Use and Disclosure of Protected Health Information (defined below) in accordance with the business associate agreement requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"), and all applicable implementing regulations, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), Notification in the Case of Breach of Unsecured Protected Health Information ("Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule") found at Title 45, Parts 160 and 164 of the Code of Federal Regulations, dealing with the security, confidentiality, integrity and availability of protected health or health-related information, as well as breach notifications (all such laws and regulations shall be collectively referred to herein as "HIPAA").

AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, Covered Entity and Business Associate agree as follows:

1. Definitions. Capitalized terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule or the Security Rule.

   (a) Breach means the acquisition, access, Use, or Disclosure of protected health information (PHI) in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI. PHI is presumed to be compromised unless Covered Entity or Business Associate, as applicable, documents that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

      (i) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

      (ii) The unauthorized person who used the PHI or to the Disclosure was made;

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(iii) Whether the PHI was actually acquired or viewed; and

(iv) The extent to which the risk to the PHI has been mitigated.

Breach excludes:

(i) Any unintentional acquisition, access or Use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate if such acquisition, access, or Use was made in good faith and within the scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule.

(ii) Any inadvertent Disclosure by a person who is authorized to access PHI at a Covered Entity or Business Associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such Disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.

(iii) A Disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

(b) Protected Health Information or "PHI" means that individually identifiable health information (including ePHI as defined below) of the Covered Entity that is created, used, disclosed, maintained, or received by the Business Associate, including demographic information, that identifies an individual, or provides a reasonable basis to believe the information can be used to identify an individual, and relates to:

(i) Past, present or future physical or mental health or condition of an individual

(ii) The provision of health care to an individual

(iii) The past, present, or future payment for the provision of health care to an individual excluding:

[a] Regarding a person who has been deceased for more than 50 years;

[b] Employment records held by Covered Entity in its role as employer;

[c] Education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g and student records described at 20 U.S.C. 1232g(a)(4)(B)(iv).

(c) Electronic Protected Health Information or "ePHI" means that PHI of Covered Entity which is transmitted by Electronic Media (as defined in the HIPAA Privacy and Security Rule) or maintained in Electronic Media.

(d) Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Privacy Rule as a personal representative of the Individual.

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(e) Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5 on the HHS website.

2. Responsibilities of Business Associate.

(a) Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of Covered Entity except as permitted or required by the Agreement or this Agreement, as Required by Law, or as otherwise authorized in writing by Covered Entity.

(b) Minimum Necessary. Business Associate shall not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the Use, Disclosure, or request.

(c) Use and Disclosure of PHI. Except as described in Section 4, Business Associate may access, transmit, maintain, retain, modify, record, store, destroy or otherwise hold, use or disclose PHI only for the following purposes(s):

(i) *List Business Associate's permitted uses and disclosures here:*

_____

(d) Use of PHI for Business Associate's Operations. Business Associate may use and/or disclose PHI it creates for, or receives from, Covered Entity to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities, only if:

(i) The Disclosure is required by Law; or

(ii) Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:

[a] hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as Required by Law; and

[b] notify Business Associate, who shall in turn promptly notify Covered Entity, of any occurrence which the person or organization becomes aware of in which there was a privacy or security incident and/or the confidentiality of such PHI was breached.

(e) De-identification of PHI.

(i) Creation and Use of De-identified Data. In the event Business Associate wishes to de-identify PHI, it must first submit its proposed plan for accomplishing the conversion to Covered Entity for Covered Entity's approval, which shall not be unreasonably withheld provided such conversion meets the requirements of 45 CFR § 164.514. Business Associate may use de-identified PHI only as directed or otherwise agreed to by Covered Entity.

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(ii) Re-identification Prohibited. Unless otherwise agreed upon by the parties, in the event that Covered Entity provides Business Associate with de-identified PHI, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify the data.

(f) Safeguarding of PHI.

(i) Business Associate shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164, Security Standards for the protection of Electronic Protected Health Information, with respect to ePHI, to prevent access, use, or disclosure of ePHI other than as provided for by this Agreement.

(ii) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). This includes using appropriate safeguards to prevent inappropriate and/or unauthorized access, use, or disclosure of PHI.

(iii) Business Associate shall review and modify its privacy and security safeguarding measures as needed to continue providing reasonable and appropriate protection of PHI.

(iv) Business Associate shall maintain documentation of privacy and security safeguarding measures as required by HIPAA.

(v) Business Associate shall cooperate in good faith in response to any reasonable requests from Covered Entity to discuss, review, inspect, or audit Business Associate's safeguards.

(g) Subcontractors. If at any time PHI received from, or created or received by Business Associate on behalf of Covered Entity, is provided or made available by Business Associate to any of its Subcontractors, then Business Associate shall require each such Subcontractor to agree in writing to the same restrictions and conditions on the Use or Disclosure of PHI as are imposed on Business Associate by this Agreement and applicable law, including the HIPAA Privacy and Security Rules. Business Associate shall ensure that all such Subcontractors that create, receive, maintain, or transmit PHI will implement reasonable and appropriate safeguards to protect such PHI.

(h) No Off-Shore Activities. Absent prior written approval of Covered Entity, Business Associate shall neither provide nor transmit Covered Entity's PHI, for any purpose, to any person or entity located outside the geographic boundaries of the United States, including employees, agents or other representatives of that person or entity. Absent prior written approval of Covered Entity, Business Associate shall neither provide nor facilitate access to Covered Entity's PHI for any person or entity located outside the geographic boundaries of the United States including employees, agents or other representatives of that person or entity.

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(i) Compliance with Electronic Transactions and Code Set Standards. If Business Associate conducts any Standard Transaction for, or on behalf, of Covered Entity, Business Associate shall comply, and shall require any Subcontractor conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. Business Associate shall not enter into, or permit its Subcontractors to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

(ii) Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;

(iii) Adds any Health Information elements or segments to the maximum defined Health Information Set;

(iv) Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or

(v) Changes the meaning or intent of the Standard's Implementations Specification(s).

(i) Access to PHI. At the direction of Covered Entity or an Individual, Business Associate agrees to provide access to any PHI held by Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by Covered Entity. Further, Business Associate shall grant Individuals access to an electronic copy of PHI maintained electronically in that Individual's Designated Record Set in accordance with 45 CFR § 164.524(c). Business Associate also shall provide or transmit the copy of PHI to a third party if directed in writing to do so by the Individual or Covered Entity. This access will be provided to the Individual, Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under the Privacy Rule.

(j) Amendment or Correction to PHI. At the direction of Covered Entity, Business Associate agrees to amend or correct PHI held by Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by Covered Entity.

(k) Reports of Nonpermitted Uses or Disclosures, Security Incidents or Breaches.

(i) Reports of Nonpermitted Use or Disclosure. Business Associate agrees to promptly report to Covered Entity any Use or Disclosure of the PHI not provided for by this Agreement and cooperate with Covered Entity in its investigation of such event.

(ii) Reports of Security Incidents. For purposes of this Section, "Security Incident" shall have the same meaning as "Security Incident" in 45 CFR § 164.304. Business Associate agrees to promptly notify Covered Entity of any Security Incident involving PHI of which it becomes aware and cooperate

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with Covered Entity in the investigation. Business Associate will report attempted but unsuccessful Security Incidents that do not result in any unauthorized access, Use, Disclosure, modification or destruction of PHI, or interference with an information system at Covered Entity's request, at least annually even in the absence of the Covered Entity's request.

(iii) Reports Related to Potential Breach of Unsecured PHI.

[a] Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than ten (10) calendar days after its discovery.

[b] Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information requested by Covered Entity related to the Breach. Business Associate shall promptly supplement such notice with additional information as it becomes available, even if such information becomes available after Individuals have been notified of the Breach.

[c] Business Associate agrees to cooperate with Covered Entity in the investigation of a Breach of Unsecured PHI and to cooperate with and participate in, to the extent requested by Covered Entity, the notification of Individuals, the media, and the Secretary of any Breach of Unsecured PHI.

[d] In the event that: (i) a Breach of Unsecured PHI occurs because of the action or inaction of Business Associate, its employees, agents, representatives, or Subcontractors; or (ii) a Breach occurs involving Unsecured PHI in Business Associate's possession, or PHI created, maintained, transmitted, or received by Business Associate or its employees, agents, representatives, or Subcontractors, Business Associate agrees that Covered Entity may, in its sole discretion, require Business Associate to provide such notification as may be required of Covered Entity by 45 CFR §§ 164.404, 164.406, and 164.408. Covered Entity shall have the right to review, direct, and approve or reject the contents or manner of such notification.

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(l) 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 PHI by Business Associate in violation of the requirements of this Agreement.

(m) Tracking and Accounting of Disclosures. So that Covered Entity may meet its accounting obligations under the Privacy Rule, Business Associate agrees to document such disclosures of PHI 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 PHI in accordance with 45 CFR § 164.528. For each Disclosure of PHI that Business Associate makes to Covered Entity or to a third party that is subject to Disclosure under 45 CFR § 164.528, Business Associate will record (i) the Disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the Disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the Disclosure. For repetitive disclosures which Business Associate makes to the same person or entity, including the Covered Entity, for a single purpose, Business Associate may provide (i) the Disclosure information for the first of these repetitive disclosures, (ii) the frequency, duration or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. Business Associate will make this log of Disclosure information available to the Covered Entity within five (5) business days of the Covered Entity's request. Business Associate must retain the Disclosure information for the six-year period preceding Covered Entity's request for the Disclosure information.

(n) Audit. For purposes of determining Business Associate's or Covered Entity's compliance with HIPAA, upon request of Covered Entity or the Secretary of Health and Human Services, Business Associate shall: (i) make its HIPAA policies and procedures, related documentation, records maintained, and any other relevant internal practices and books relating to the Use and Disclosure of PHI, available to the Secretary of Health and Human Services or to Covered Entity and (ii) provide reasonable access to Business Associate's facilities, equipment, hardware and software used for the maintenance or processing of PHI. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI and shall provide Covered Entity with copies of any information Business Associate has made available to the Secretary under this Section 2 of the Agreement.

(o) Response to Subpoena. In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI as Covered Entity determines appropriate according to its state and federal obligations.

3. Covered Entity's Obligations.

(a) Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation in its Notice of Privacy Practices, to the extent such limitation affects Business Associate's permitted Uses or Disclosures.

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(b) Individual Permission. Covered Entity shall notify Business Associate of changes in, or revocation of, permission by an Individual to Use or disclose PHI, to the extent such changes affect Business Associate's permitted Uses or Disclosures.

(c) Restrictions. Covered Entity shall notify Business Associate of any restriction in the Use or Disclosure of PHI to which Covered Entity has agreed, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.

(d) Requests. Covered Entity shall not request Business Associate to Use or disclose PHI in any manner that would not be permissible under the Privacy Rule if used or disclosed by the Covered Entity.

4. Term and Termination; Effect of Termination.

(a) Term. This Agreement shall take effect upon the Effective Date and shall remain in effect until all PHI is returned to Covered Entity or destroyed in accordance with the terms of this Agreement.

(b) Termination. If either party reasonably determines in good faith that the other party has materially breached any of its obligations under this Agreement, the nonbreaching party shall have the right to:

(i) Exercise any of its rights to reports, access and inspection under this Agreement;

(ii) Require the breaching party to submit to a plan of monitoring and reporting, as the nonbreaching party may determine necessary to maintain compliance with this Agreement;

(iii) Provide the breaching party with a 10 day period to cure the breach; and/or

(iv) Terminate this Agreement immediately.

(c) Before exercising any of these options, nonbreaching party Entity shall provide written notice to breaching party describing the violation and the action it intends to take.

(d) Effect of Termination; Return or Destruction of PHI. Upon termination, cancellation, expiration, or other conclusion of the Agreement, Business Associate shall, and shall ensure its Subcontractors that possess PHI or data derived from PHI ("Related Data") chose and fulfill one of the following options with respect to such PHI and Related Data:

(i) Return PHI, and any Related Data, to Covered Entity in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. In such case, no copies of such PHI and Related Data shall be retained. PHI and Related Data shall be returned as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement or the underlying Agreement. Within such thirty (30) day

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period, Business Associate shall certify on oath in writing to Covered Entity that such return has been completed.

(ii) Destroy the PHI, and any Related Data, using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance at http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html. Acceptable methods for destroying PHI or Related Data include: (A) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (B) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded.

(iii) If Business Associate believes that the return or destruction of PHI or Related Data is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. If the Covered Entity agrees that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to PHI and Related Data received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI and Related Data, for so long as Business Associate maintains the PHI. If the Covered Entity does not agree that destruction is infeasible, the Business Associate must either return or destroy the PHI.

5. Miscellaneous.

(a) Automatic Amendment. Upon the effective date of any amendment to HIPAA, the Privacy Rule or the Security Rule promulgated by HHS with regard to PHI, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.

(b) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA.

(c) Independent Contractor Status. The parties agree that in performing the Services and satisfying the obligations of this Agreement, Business Associate shall at all times be an independent contractor for Covered Entity and nothing in this Agreement shall be construed as creating an agency, employment, joint venture, partnership or other relationship. Covered Entity shall neither have nor exercise any control or direction over Business Associate. Business Associate shall avoid taking any action or making any representation or warranty whatsoever with respect to its relationship with Covered Entity which is inconsistent with its independent contractor status.

(d) Conflicts. Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement only to the extent of the contradiction, as necessary for the parties' compliance with HIPAA and to the extent that it is reasonably

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impossible to comply with both the Contradictory Term and the terms of this Agreement.

(e) Integration. This Agreement contains the entire understanding between the parties hereto relating to the subject matter herein and shall supersede any other oral or written agreements, discussions and understandings of every kind and nature, including any provision in any services agreement.

(f) Waiver. No delay or failure of either party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

COVERED ENTITY	BUSINESS ASSOCIATE
By: _____	By: City of Stoughton - EMS
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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EMS AMBULACE SERVICES AGREEMENT

AGRACE HOSPICARE, INC.

THIS AMBULANCE SERVICES AGREEMENT (the "Agreement") is made and entered into this __th day of _____, 20__ (the "Effective Date") by and between **Agrace HospiceCare, Incorporated** ("Hospice") and **NAME**_____ ("Provider").

RECITALS

A. WHEREAS, Hospice operates a licensed hospice program.

B. WHEREAS, Provider is a duly licensed transport provider that is certified to participate in the Medicare and Medicaid programs.

C. WHEREAS, Hospice desires to engage Provider, and Provider desires to be engaged, to provide Services (as the term is defined below) to Hospice patients, in accordance with the terms and conditions of this Agreement.

AGREEMENTS

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

1. Responsibilities of Provider.

(a) Provision of Services.

(i) Services. At the request of an authorized Hospice staff member, Provider shall provide ambulance and non-emergency transport services to Hospice patients referred to Provider by Hospice ("Services"). Services shall be delivered in accordance with the patient's plan of care.

(ii) Supplies and Equipment. Provider shall provide, properly maintain, and service all supplies, equipment, and vehicles required for the provision of Services.

(iii) Availability. Provider shall be available to provide Services during regular business hours and, if necessary, on a 24-hour basis; and shall maintain sufficient personnel who have the requisite training, skills, and experience to meet this obligation.

(iv) Pick-Up. Provider shall provide Services on a timely basis. Provider and Hospice shall establish a mutually agreeable schedule for Provider to pick up Hospice patients in need of transport.

(b) Professional Standards and Credentials.

(iv) Professional Standards. Provider shall ensure that all Services are provided in a safe and effective manner by qualified personnel. Services shall meet or exceed the current standards for providers of such Services and shall be in compliance with all applicable laws, rules, regulations, professional standards, and licensure requirements, including those relating to patient health and safety.

(v) Credentials.

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

[b] Background Checks. Provider shall obtain criminal background checks on all employees who have direct contact with Hospice patients or access to Hospice patients' records. Unless state law specifies otherwise, Provider shall obtain the background check within three months of the date of employment for all states that the individual has lived or worked in the past three years. If an employee must obtain a background check as a condition of the employee's licensure, Provider is not obligated to obtain an additional background check as long as the employee's license is current.

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

[d] Disciplinary Action. Provider 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 Provider or its personnel and is not under any formal or informal investigation or preliminary inquiry by such department or agency for possible disciplinary action.

[e] Exclusion from Medicare or Medicaid. Provider represents and warrants that neither Provider 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) Authorization of Services. Provider shall provide Services to Hospice patients only with the authorization of designated personnel of Hospice. Provider shall confirm coverage of Services by contacting Hospice prior to supplying Services.

(d) Quality Assessment and Performance Improvement Activities. Provider 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. Upon request, Hospice shall provide Provider with a description of its quality assessment and performance improvement program and information on relevant performance improvement projects. Third party payors may also impose their own utilization management or quality assurance requirements which Provider 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.

(e) Coordination of Care. Provider shall participate in any meetings, when requested, for the coordination, supervision, and evaluation by Hospice of the provision of Services. Hospice and Provider shall communicate with one another regularly and as needed for each particular Hospice patient.

(f) Policies and Procedures. In providing Services, Provider shall abide by patient care protocols, patients' plans of care, and applicable Hospice policies and procedures. Provider shall incorporate into its orientation of staff information related to infection control and the hospice philosophy, upon request. Provider shall maintain documentation of staff attendance at orientation and the content of the training, and shall provide Hospice with such documentation upon request.

(g) Cooperation with Complaints. In the event of any complaint filed by or with respect to a Hospice patient receiving Services, or any investigation initiated by any governmental agency, or any litigation commenced against Hospice, Provider shall fully cooperate with Hospice in an effort to respond to and resolve the same in a timely and effective manner. Provider shall also cooperate fully with any insurance company providing protection to Hospice in connection with investigations. In this connection, Provider shall notify Hospice promptly of any inquiries, claims and investigations, and cooperate fully with the directions of Hospice with respect thereto.

2. Responsibilities of Hospice.

(a) Professional Management Responsibility.

(i) Compliance with Law. Hospice shall retain responsibility as the care provider to all Hospice patients and 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 Hospice plan of care, authorization of all services, and management of the care through interdisciplinary team meetings.

(ii) 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 Services. Methods used to evaluate the care may include: [a] periodic supervisory visits; [b] review of the qualifications of personnel providing 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.

(b) Hospice Care Training. Hospice shall ensure that Provider's staff who have contact with Hospice patients and families receive orientation about the hospice philosophy as well as education regarding infection control. Provider's staff shall receive in-service training and education programs as necessary to facilitate the provision of safe and effective care to Hospice patients.

(c) 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 available 24 hours per day, 7 days per week, for consultation with Provider concerning a Hospice patient's plan of care. The Hospice representative shall monitor Provider and be available to provide information to Provider regarding the provision of Services and to coordinate the periodic evaluation of patient progress and outcomes of care upon request.

(d) Provision of Information. Hospice shall provide for the ongoing sharing of information with Provider and shall provide Provider with the information necessary to render Services in accordance with this Agreement, the Hospice patient's plan of care, assessments, treatment planning, and care coordination. Hospice shall notify Provider of patient's coverage status for Services.

(e) Policies and Procedures. Hospice shall provide Provider with copies of Hospice's policies and procedures applicable to the provision of Services and shall meet with Provider to review such policies and procedures, as necessary.

(f) Cooperation with Complaints. In the event of any complaint filed by or with respect to a Hospice patient receiving Services or any investigation initiated by any governmental agency or any litigation commenced against Provider, Hospice shall fully cooperate with Provider 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 Provider in connection with investigations. In this connection, Hospice shall notify Provider promptly of any inquiries, claims, and investigations.

3. Billing and Payment.

(a) Covered Hospice Patients. Within 30 days of providing Services, Provider shall submit to Hospice an accurate and complete statement of Services provided to Hospice patients who are eligible for and elect to receive the hospice benefit under Medicare and/or Medicaid, and any other patients Hospice designates to receive Services at Hospice's expense (collectively, "Covered Hospice Patients"). The statement shall include information usually provided to third-party payors to verify services and charges including, but not limited to: The name of the Covered Hospice Patient; a description of the Services provided; the date Services were provided; the total charges to Hospice for each Covered Hospice Patient; and any other information requested by Hospice. Hospice shall pay Provider within 30 days after receipt of a final and complete statement. Payment by Hospice with respect to such bills shall be considered final, unless adjustments are requested in writing by Provider within 90 days of receipt of payment. Hospice shall have no obligation to pay Provider for any Services if Hospice does not receive a bill for such Services within 120 days following the date on which the Services were rendered. All charges shall be made in accordance with the rate payment schedule set forth in Exhibit A. Unless otherwise requested by Hospice, Provider shall not seek direct payment for Services from any Hospice patient identified to Provider as a Covered Hospice Patient.

(b) Non-Covered Hospice Patients. Provider may bill usual and customary charges for all Services provided under this Agreement directly to Hospice patients who are not Covered Hospice Patients or their applicable third-party payor. Provider shall not seek payment from Hospice in the event of default of financial obligations on the part of a Hospice patient or third-party payors. Hospice will, to the extent permitted by law, provide Provider 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 bear no financial responsibility, obligation, or other liability to reimburse Provider for any charges, costs, expenses, or other fees for services provided to Hospice patients who are not Covered Hospice Patients; that are not in conformity with the plan of care for a given Covered Hospice Patient; and/or that are provided without the prior authorization of Hospice.

(d) Rates. Except as otherwise set forth in this Agreement, Provider shall accept the rates set forth in Exhibit A as payment in full for Services provided to Covered Hospice Patients. The rates represent fair market value and do not take into account the volume or value of referrals.

4. Insurance and Hold Harmless.

(a) Insurance. Each party shall obtain and maintain appropriate professional liability, commercial general liability, workers' compensation and employer's liability, and comprehensive auto 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 Provider'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. Provider shall ensure that Hospice receives at least 30 days' notice prior to the termination of any insurance policy required by this Agreement.

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

5. Records.

(a) Creation and Maintenance of Records. Provider 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. Provider shall retain such records for 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 record shall completely, promptly, and accurately document all Services provided to, and events concerning, each Hospice patient. 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. Provider shall cause each entry made for Services provided to be signed and dated by the person providing such Services.

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

(c) Inspection by Government. In accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. § 420.300, et seq., Provider 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 Provider 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 Provider 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.

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

6. 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 also be required to disclose to the other party 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.

7. Term and Termination.

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

(b) Termination.

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

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

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

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

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

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

[b] Liquidation. Provider commences or has commenced against it proceedings to liquidate, windup, 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. Provider ceases to have any of the insurance required under this Agreement.

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

[e] Commission of Misconduct. Provider commits an act of misconduct, fraud, dishonesty, misrepresentation, or moral turpitude involving Hospice or its patients.

(c) Effect of Termination on Availability of Services. In the event this Agreement is terminated, Provider shall work with Hospice in coordinating the continuation of Services to existing Hospice patients and shall continue to provide Services to Hospice patients after this Agreement is terminated, if Hospice determines that removing Services would be detrimental to Hospice patients. In such case, Services

shall continue to be provided in accordance with the terms set forth in this Agreement. This section shall survive termination of this Agreement.

8. Notification of Material Events. Provider shall immediately notify Hospice 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. The commencement of any action on licenses, permits, or other legal authorizations including, but not limited to, any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, investigations or reports of action by federal or state officials against Provider 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 Provider is required to have under this Agreement.

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

(g) Violations Involving Mistreatment, Neglect or Abuse. All alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of patient property by anyone furnishing services on behalf of Hospice, to the extent that Provider or Provider's personnel has knowledge of such events.

(h) Patient Grievances. A Hospice patient's grievance regarding treatment or care that is (or fails to be) furnished and the lack of respect for property by anyone who is furnishing services on behalf of Hospice.

9. 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, or national origin in any manner prohibited by federal or state laws.

10. Independent Contractor. In performance of the services discussed herein, Hospice and Provider 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.

11. Use of Name or Marks. Neither Hospice nor Provider 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.

12. Miscellaneous Provisions.

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

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

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

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

(e) Nonassignability. Provider shall not assign or transfer, in whole or in part, this Agreement or any of Provider's rights, duties or obligations under this Agreement without the prior written consent of Hospice, and any assignment or transfer by Provider 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.

(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 Provider 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
Lynne S. Myers, FACHE, President/CEO
Agrace HospiceCare, Inc.
5395 E. Cheryl Parkway
Madison, WI 53711

TO: PROVIDER
NAME:
COMPANY
ADDRESS
CITY STATE ZIP

(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.

Acknowledgment of Auto-Renewal. This provision is required by Wis. Stat. § 134.49. As provided in Section 7, after the Initial Term, this Agreement shall automatically renew for subsequent one (1) year terms. Either party may terminate this Agreement as provided in Section 7 (b).

Initial here: _____ Hospice _____ Provider

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

HOSPICE

By: _____

Name/Title: _____

Date:_____

PROVIDER

By: _____

Name/Title: _____

Date: _____

TIN/EIN:_____

EXHIBIT A
LISTING OF SERVICES AND RATES

Hospice will reimburse Provider for covered patients at 100% of the Medicare fee schedule in effect at the time services are rendered.