

REV: 2/2/16

**RIDGEWOOD CARE CENTER
THERAPY SERVICES AMENDED AGREEMENT - 2016**

THIS AMENDED AGREEMENT entered into this 1st day of January, 2016, by and between MJ CARE, INC. ("MJ Care") and RACINE COUNTY, a quasi-municipal corporation, on behalf of RIDGEWOOD CARE CENTER ("Ridgewood") hereby amends and is incorporated into the existing agreement between the parties (hereinafter referred to as the "Original Agreement") which is titled Ridgewood Care Center Therapy Services Agreement and dated February 14, 2014.

Article I – Recitals

1.1 Facility is a long-term care facility located in Racine, Wisconsin.

1.2 A number of Facility residents require physical therapy (PT), occupational therapy (OT) and speech therapy services (SP) (collectively, "Therapy Services").

1.3 MJ Care employs or otherwise retains therapy personnel, including, without limitation, physical therapists, occupational therapists and speech therapists.

1.4 Facility desires to engage MJ Care and MJ Care desires to be engaged to provide Therapy Services to Facility residents in order to facilitate each resident's return to as high a level of independence in lifestyle as possible.

Therefore, it is mutually agreed as follows:

Article II – Term

2.1 The contract shall be for a term of one (1) year beginning January 1, 2016 and ending at midnight, December 31, 2016. Facility shall have the right to renew this contract for one (1) additional one (1) year period at the percentage increases set forth in Schedule A.

2.2 This Agreement may be terminated at any time by either party, with or without cause, upon sixty (60) days prior written notice to the other party.

2.3 This Agreement may also be terminated as provided in Article VI below.

Article III – Obligations of MJ Care

3.1 MJ Care will provide Therapy Services to Facility residents during the term of this Agreement. Such Therapy Services shall be provided as appropriate, by the following therapy personnel: physical therapist(s), physical therapy assistant(s), occupational therapist(s), certified occupational therapy assistant(s) and speech therapists, (collectively, the "Therapy Personnel").

3.2.1 MJ Care shall provide Therapy Services to each Facility resident requiring such services in accordance with the plan of care established by the physician responsible for such resident's care. Therapy Personnel shall be available seven (7) days per week when that is necessary to provide Therapy Services in accordance with the applicable plans of care and the timeframes established by federal and/or state laws and regulations; subject to this obligation, MJ Care shall be responsible for assigning individual Therapy Personnel to provide services at the Facility and for scheduling the times at which Therapy Services will be provided. Therapy Personnel shall commence providing Therapy Services to a Facility resident upon MJ Care's receipt of the written order of the physician responsible for such resident's care.

3.2.2 MJ Care shall comply with all applicable state and federal regulations, which apply to nursing homes, including O.S.H.A. standards, Title VI of the Civil Right Act (1964) and the Rehabilitation Act of 1973. MJ Care will be responsible for costs relations to such compliance.

3.2.3

- A. MJ Care shall have adequate professional staff for PT,OT,SP and shall provide job descriptions for all positions utilized at Ridgewood Care Center to do the following:
- (1) Complete accurate and timely MDS assessments as assigned by MDS coordinator.
 - (2) Complete RAP reviews as assigned by MDS coordinator.
 - (3) Provide PT,OT and SP services to residents upon written order of physician, including weekends when necessary.
 - (4) Carry out on-going therapy services as ordered by physicians.
 - (5) Document all clinical activities and keep appropriate records.
 - (6) Assist with the preparation of interdisciplinary cares plans and specialized services plans.
 - (7) Act as department manager/liaison to facility.
 - (8) Transport residents to therapy areas or provide therapies in resident rooms or on units.
 - (9) Attend interdisciplinary care plan meeting and provide interdisciplinary screenings quarterly.
 - (10) Maintain facility records according to policy, including filing of overflow records.

- (11) Complete initial therapy evaluations within 24 hours of admission or on the day of admittance if applicable.
- (12) Provide supportive services including but not limited to preparing the appeal letter, assembling necessary documentation, attendance at fair hearings, attendance at Administrative Law Judge hearings for all Medicare, Medicaid, and third party insurance provider denials of payment.
- (13) Attend infection control and quality assurance committee meetings quarterly, attend monthly management meetings, attend Medicare meetings five times weekly, and other occasional meetings as requested.
- (14) Provide in-service training to Ridgewood Care Center's staff.
- (15) Provide resident specific in-service to staff when needed.
- (16) MJ Care may, with prior written authorization, alter any decorating in the rooms such as paint, wall paper, cabinets and counter-tops at their own expense.

B. Staff for PT, OT, SP services shall be available Monday through Friday and if necessary on weekends and holidays. It is expected that the therapy department is open from 8:00 a.m. – 4:30 p.m. and after 4:30 p.m. when necessary to provide treatment for residents.

3.3 In addition to providing Therapy Services, the Therapy Personnel shall participate in conferences and care plan meetings, as mutually agreed by the Facility and MJ Care, to coordinate the care of individual residents.

3.4 MJ Care will be responsible for the payment of (a) wages, employee benefits, worker's compensation insurance, liability insurance, and other compensation for its employees, and (b) all fees of independent contractors, to the extent each is engaged by MJ Care to provide services at the Facility pursuant to this Article III. Therapy Personnel provided by MJ Care will not be deemed employees of the Facility. All Therapy Personnel providing Therapy Services at the Facility shall maintain all federal, state and local licenses, certifications, and permits which are required to provide Therapy Services according to the laws and regulations of the jurisdiction in which such Therapy Services are provided. If requested by Facility, MJ Care will provide a summary of experience to Facility for all Therapy Personnel providing services at Facility, together with a copy of any applicable licenses. MJ Care will offer all Therapy Personnel the Hepatitis B Vaccine and provide periodic health screening and training regarding occupational health matters, to the extent required by applicable laws and regulations.

All of MJ Care's employees assigned to Facility shall receive the necessary training for compliance with OSHA's blood borne pathogen and potentially infectious body fluids handling standards and regulations. Training shall be provided by MJ Care and at

MJ Care's expense and shall be provided before performing any job duties at the Facility. MJ Care shall supply Facility with documentation of compliance with training, for each individual.

MJ Care's employees assigned to Facility shall provide a negative Mantoux TB test or if a previously positive Mantoux, a negative chest x-ray for tuberculosis prior to the first day of work. Results from up to thirty days prior to employment will be accepted. Annual Mantoux re-testing is required of all previously negative employees. MJ Care to provide Facility with documentation of the TB test results for each employee. MJ Care to assure employee testing is procured at MJ Care's expense. If requested by MJ Care, Facility may provide the Mantoux TB test at no charge

MJ Care's employees are required to receive an annual flu vaccination as recommended by the CDC. If the contract employees desire, the vaccination will be provided by Ridgewood at no expense to the employee. If the employee is precluded from receiving the influenza vaccine for medical reasons, documentation from the medical doctor must be provided to the facility.

3.5 MJ Care shall conduct criminal background checks on all Therapy Personnel in compliance with the Wisconsin caregiver background check law. Therapy Personnel shall be excluded from employment according to the law. MJ Care shall repeat criminal background checks on current Therapy Personnel every four (4) years, or as current law requires. MJ Care shall provide Facility copies of the background check results. MJ Care shall conduct all said criminal background checks at their own expense.

3.6 MJ Care shall provide all fee schedules on a timely basis as updated by Medicare.

3.7 MJ Care shall, and shall cause Therapy Personnel to, keep and to furnish to Facility accurate and detailed records of the Therapy Services provided by Therapy Personnel. Such records shall include documentation of each resident's treatment, progress, and evaluations in accordance with the requirements of applicable laws and regulations. The original records will at all times be and remain the property of Facility; provided, however, MJ Care may retain a copy for its own records. MJ Care and the Therapy Personnel will maintain the confidentiality of information contained in resident records and will only release such information and/or records in accordance with applicable state and federal laws and regulations.

3.8 MJ Care shall comply with all requirements of HIPAA to the extent that HIPAA applies to the Facility. The parties agree that they are also executing a Business Associate Agreement which is attached as Exhibit "C" and incorporated herein by reference.

3.9 MJ Care shall submit to Facility, by the fifth calendar day of each month for all services rendered through the last day of the previous month, such information as is necessary for Facility to properly bill payors for Therapy Services provided by Therapy Personnel to Facility residents. MJ Care agrees not to bill directly any payor or resident for Therapy Services, absent the express prior written consent of Facility.

3.10 To the extent MJ Care provides any computer hardware/software at Facility to facilitate the provision of Therapy Services hereunder, MJ Care shall clearly label such property as belonging to MJ Care. Upon termination of this Agreement for any reason, MJ Care shall remove its property from the Facility.

3.11 MJ Care will provide "claims made" professional and general liability insurance coverage with respect to its employees with limits of not less than One Million Dollars (\$1,000,000) per occurrence, Four Million Dollars (\$4,000,000) annual aggregate.

3.12 MJ Care certifies that, as of the Effective Date of this Agreement, it is not debarred, excluded or otherwise ineligible for participation in any government health care program(s), and neither MJ Care nor its executive officers has been convicted of a felony offense related to the delivery of health care services in the immediately preceding three (3) years.

3.13 MJ Care will perform its obligations under this Agreement in compliance in all material respects with applicable federal and state laws and regulations.

3.14 MJ Care Shall:

- A. Supply hardware for telephones, fax, computers, etc. Monthly charges associated with such hardware are the responsibility of the service provider. Racine County may provide internet connection and computer hardware to assist in billing.
- B. Provide all equipment, materials and supplies for the PT, OT and SP services described in these specifications.
- C. Complete required documentation for third-party authorizations and billing, including Medical Assistance prior authorization.
- D. Carry insurance as follows:
 - 1) Worker's compensation, employer's liability and occupational diseased insurance covering MJ Care's liability under all applicable laws and statutes.
 - 2) Comprehensive general bodily injury liability insurance including complete operator's coverage for all of MJ Care's activities in connection with this project. This insurance shall afford limits of not less than \$1,000,000 for each person and each occurrence for bodily injury liability and \$3,000,000 aggregate. Minimum limits of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate for property damage.
 - 3) Comprehensive automobile bodily injury liability and property damage liability insurance covering MJ Care's legal liability for

the ownership, operation, maintenance, or use of any automobile in connection with this project. This insurance shall afford limits of \$1,000,000 for injury or death to any one person and up to \$3,000,000 per aggregate.

- 4) Malpractice insurance as required by law.
 - 5) To the fullest extent permitted by law, MJ Care, shall indemnify and hold Facility harmless from any claims, damages, causes of action, lawsuits or liability arising out of the acts or omissions of MJ Care or its employees or agents in performing this contract. MJ Care shall also protect and defend any pay all attorney's fees of Facility arising out of any lawsuits, claims, causes of action arising out of the actions or omissions of MJ Care or its employees or agents in performing this contract.
 - 6) The obligations of MJ Care under the Hold Harmless Clause shall be specifically incorporated by Contractual Liability Insurance incorporated in MJ Care's Comprehensive General Liability and Property Damage Insurance policy and shall be so stated in the insurance certificate provided by MJ Care. The limits required for this coverage shall be the same as for the General Liability and Property Damage coverage specified above. The liability of MJ Care under this section shall not be limited by the amount of Contractual Liability insurance coverage carried by MJ Care.
 - 7) A Certificate of Insurance for each coverage required under this contract showing the name of MJ Care, the name of the insurance company, the type of insurance, the policy number, the effective date, the expiration date, the limits of liability and a description of the operation to which the coverage applied shall be furnished to Facility before the work is started. This Certificate of Insurance shall contain a provision requiring a minimum of ten (10) days notice of cancellation or material change. If any change or cancellation is made, Facility shall be notified in writing. A copy of Certificate of Insurance and the referenced policies shall be mailed to Facility within 60 days of the last date of execution of the Agreement.
- E. At no charge to Facility, provide in-service training to Facility staff upon request of the Facility Administrator, Director of Nurses, or the In-service Coordinator a maximum of eight (8) hours annually.
- F. MJ Care shall retain all records and make them available to County for a period of ten (10) years after service is provided.

- G. MJ Care shall provide appropriate training for their staff to remain current on industry standards (i.e., Medicare, PPS).

3.15 Inasmuch as MJ Care's employees are entrusted with the health and welfare of residents of Facility, any negligent act or omission on the part of MJ Care or its employees which meets the criteria of resident abuse, neglect or misappropriation of property as outlined in 43 CFR 483.13(b)(c), HFS 132.43 and HFS 139.11 (or as amended) shall be grounds for immediate termination of the contract. MJ Care's work staff based at Facility shall work within the guidelines set forth by appropriate state and federal statutes.

3.16 All workers employed pursuant to this contract are independent contractors and will not be considered employees of Ridgewood Care Center of Racine County.

3.17.1 Facility, its employees and agents, who have probable cause to believe that an employee of MJ Care has taken, carried away, or concealed property belonging to Facility, residents or Facility employees with the intent of permanently dispossessing Facility of such property, may detain the person in a reasonable manner for a reasonable length of time to deliver the person to a peace officer.

3.17.2 If at any time during the term of this contract, Facility is reasonably satisfied that employees of MJ Care have taken away or carried away or concealed property belonging to Facility with the intent to permanently dispossess Facility of such property, Facility reserves the right to immediately terminate the contract with the understanding that MJ Care will be compensated on a prorated basis for the number of work days completed for that month up to and including the day of termination of the contract.

3.17.3 MJ Care agrees to indemnify Facility for the value of any property for which it is established that such property was stolen by an employee of MJ Care.

3.18 Facility is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. Facility requests your vigorous support of our Affirmative Action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran.

Article IV – Obligations of Facility

4.1 Facility hereby engages MJ Care to provide Therapy Services to residents of the Facility.

4.2 Facility will be responsible for assessing each resident covered by the Medicare Prospective Payment System and ensuring that the acuity level for each resident has been properly documented to permit the resident to be assigned to the appropriate Resource Utilization Group.

4.3 Facility will provide professional and administrative control and supervision over the Therapy Services. Specifically, without limitation, Facility will be responsible for obtaining all required written orders for the provision of Therapy Services to residents from each resident's attending physician in accordance with accepted professional practice. Facility will also be responsible, in consultation with the physician who certifies a resident's plan of care and the Therapy Personnel, for deciding when to initiate, alter, and/or terminate the provision of Therapy Services to a Facility resident.

4.4 A. Facility will provide adequate space to evaluate and provide Therapy Service to Facility residents and to store any computer hardware/software maintained by MJ Care at the Facility to facilitate MJ Care's provision of services under this Agreement.

B. Facility will make available the following physical space for use by MJ Care for PT, OT and SP services at Ridgewood Care Center:

a) One large area, including a kitchen and appropriate office space for staff.

4.5 Facility will supply linen, laundry, maintenance, housekeeping, and other general services with respect to Facility residents in accordance with Facility's general standards for such activities.

4.6 Facility would provide all nursing personnel required to provide Facility residents with appropriate nursing services.

4.7 Facility shall hold harmless, indemnify and defend MJ Care, MJ Care's agents and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, caused by any act or omission on the part of the Facility, its agents, employees related in any manner to the Agreement, except to the extent the same is caused by the negligent acts of MJ Care, its agents or employees. This indemnity shall include all costs and disbursements, including without limitation court costs and reasonable attorney's fees, and shall survive the expiration or earlier termination of the Agreement. Notwithstanding the foregoing, MJ Care shall not be liable for any claims arising out of unauthorized use of the therapy department or equipment by Facility's agents, employees, residents or visitors when MJ Care's personnel are not on the premises.

4.8 Social Services. The Facility acknowledges that it has exclusive responsibility for providing social or vocational adjustment services for all patients receiving therapy from MJ Care. The Facility further acknowledges that MJ Care has no responsibility for the provision of such services to any such patient.

Article V – Compensation

5.1 Facility shall pay MJ Care a service fee each month for the Therapy Services provided by MJ Care, as set forth on Schedules A and B.

5.2 The fees payable under Section 5.1 and the Schedules hereto will be adjusted annually as set forth in the Schedules.

5.3 Facility shall compensate MJ Care for each service rendered to a Facility patient. However, if a refusal by a governmental or other third-party reimbursement source to pay Facility for a service rendered by MJ Care is due a finding (1) that the Service was not medically necessary, (2) did not meet the applicable conditions of coverage, or (3) documentation by MJ Care was not sufficient or did not reflect the need for skilled services, MJ Care shall repay the Facility an amount equal to the total amount on the (UB92) and repayment shall be in the form as a credit on the next billing. Refusal by a governmental or other third-party reimbursement source to pay Facility for a service rendered by MJ Care as a result of Facility error, such as a technical denial, shall not result in a debit against accounts payable.

5.4 Notification. In the event a governmental or other third-party reimbursement source notifies Facility of a request for information or that a claim for Therapy Service rendered by MJ Care will not be paid (the "Denial Notice"), Facility shall notify MJ Care no later than five (5) business days after receipt of the notice. In the event Facility does not notify MJ Care as required by this paragraph, Facility shall be responsible for compensating MJ Care for any Therapy Services rendered to a Facility patient, which are the subject of such notice.

5.5 Appeal Rights. In the event that Facility receives a Denial Notice for Therapy Services provided by MJ Care, MJ Care agrees to actively pursue all appeal rights, see Section 3.2.2(A)(12) of this Agreement. Facility will be appointed representative in the appeal. Facility will notify MJ Care within five (5) business days of receipt of all appeals correspondence. At all times during this Agreement (and after this Agreement expires), the Facility will provide to MJ Care full access to medical and other records applicable to the denial in order to allow an effective appeal.

Article VI – Termination

6.1 Either party may, without prejudice to any other rights it may have, terminate this Agreement for convenience and without cause by giving sixty (60) days written notice. MJ Care shall be paid for services rendered up to the time of termination.

Article VII Miscellaneous Provisions

7.1 Notice. Notices provided under the terms of this Agreement will be in writing and will be deemed to have been properly given to a party (i) if hand-delivered, or if sent by facsimile, upon receipt, or (ii) if delivered by overnight courier service, effective on the day following delivery to such courier service, or (iii) if mailed by United States registered or certified mail (or registered or certified airmail), postage prepaid, return receipt requested, effective two (2) days after deposit in the United States mail, addressed to the address or telecopied to the telecopy number of such party in each case as follows or as

otherwise communicated by one party to the other pursuant to the notice procedure of this Section.

As to Facility:

Ridgewood Care Center
3205 Wood Road
Racine, Wisconsin
Attn: Liam Doherty, Administrator

As to MJ Care:

MJ Care, Inc.
2448 S. 102nd Street, Suite 340
Milwaukee, Wisconsin 53227
Attn: Jerome C. Styberg, President / COO

7.2 Force Majeure. If any party hereto is delayed or prevented from fulfilling its obligations under this Agreement by Force Majeure, said party will not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

7.3 Governing Law. The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof will be governed in accordance with the laws of the State of Wisconsin.

7.4 Federal Government Access. Until the expiration of four (4) years after services are rendered under this Agreement, MJ Care will make available, upon the request of the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives, any books, documents (including a copy of the Agreement), or records of MJ Care necessary to certify the nature and extent of costs claimed for purposes of Medicare reimbursement for services provided under this Agreement. MJ Care will provide such books, documents and records subject to applicable federal law and in accordance with regulations governing such access.

If MJ Care performs any of its obligations under this Agreement through subcontract with a related organization, and the value or cost of such subcontract services is in excess of \$10,000, then until four (4) years after the termination of services provided under this Agreement, MJ Care will provide in its contract with such related organization that such related organization will make available, upon request of the Secretary of Health and Human Services, the Comptroller General or their duly authorized representative, the subcontract, books, documents and records of such related organization as are necessary to verify the nature and amount of costs claimed for Medicare reimbursement with respect to services rendered under this Agreement. MJ Care will provide such subcontract, books, documents and records subject to applicable law and in accordance with regulations governing such access.

7.5 Severability. If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

7.6 Complete Agreement. This Agreement, together with the Schedules hereto, constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein will be valid or binding. No amendment to this Agreement or any of its Schedules or Exhibits will be effective unless in writing and signed by both parties.

7.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which together will constitute one (1) Agreement.

7.8 Binding Effect. This Agreement will be binding on the successors and assigns of the respective parties.

7.9 Confidentiality/Public Relations. MJ Care and Facility each acknowledge a duty to maintain the confidentiality of the terms of this Agreement, except where disclosure is required by law or mutually agreed by the parties. Neither party will issue a press release or other statement for broad public dissemination (whether through written, oral, electronic, or other medium) or respond to media inquiries regarding the relationship between the parties, except where such disclosure is required by law or mutually agreed by the parties; provided, however, that neither party shall be restricted in any way from acknowledging the existence of (as contrasted with the terms of) its contractual relationship with the other party or from including the other party's name on client/vendor lists or other reference lists.

7.10 Authority. Facility and MJ Care each represents to the other that it has taken all necessary corporate action to authorize the execution and delivery of this Agreement.

7.11 Non-Solicitation.

- A. Covenant by Facility. During the term of this Agreement, and for a period of one (1) year thereafter, the Facility will not, directly or indirectly, 1) employ or contract with any current or former employee of MJ Care who, within the year prior to such employment or contract, has provided services to the Facility or any facility on behalf of MJ Care, nor 2) attempt to induce any employees of MJ Care to terminate his or her relationship with MJ Care. This covenant shall not apply to Recreation employees.
- B. Enforcement. Facility acknowledges that irreparable injury will result to MJ Care in the event of a breach by the Facility of the restrictions set forth. Accordingly, in the event the Facility violates such restriction, MJ Care shall be entitled, in addition to any other remedies

and damages, to an injunction prohibiting the Facility from engaging in such violation of the restriction. In the event of a breach of this Agreement, the Facility agrees to reimburse MJ Care for all attorneys' fees, expenses and costs incurred by MJ Care to enforce the provisions of the restrictive covenant.

C. Survival. The provisions of this Section 7.11 will survive the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

MJ CARE GROUP, INC.

By: Jane Beisser
Name: ~~Jerome G. Styberg~~ Jane Beisser
Title: ~~President/COO~~ Vice President

RACINE COUNTY
RIDGEWOOD CARE CENTER

By: _____
By: Jonathan Delagrave
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

REVIEWED BY FINANCE DIRECTOR

Alexandra Tillman 3/2/16
Sign Date

Date 3/4/16
Certified to be correct as to form
By: [Signature]
Racine County Corporation Counsel

3-8-14
Russell A. Clark
Racine County Board Chairman

[Signature]

SCHEDULE A
Description of Services and Fee Schedule

MEDICARE A:

MJC will receive as payment for the services described above a per minute rate for each Part A resident. This is to include all hands-on therapy and evaluations. The per minute rates are as follows:

2016	\$0.98
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MEDICARE B:

Revenue sharing in accordance with the regional Medicare B fee schedule; 30% fee to Facility, 70% fee to MJC.

PRIVATE PAY (including insurance services, Medicaid, managed care and other payers):

Physical Therapy: \$30.00 per unit of treatment and \$55.00 per evaluation
Occupational Therapy: \$30.00 per unit of treatment and \$55.00 per evaluation
Speech/Language Pathology: \$60.00 per unit of treatment and \$100.00 per evaluation

MEDICAID:

Facility will directly bill for Medicaid services using the Facility's usual and customary Medicaid fee schedule rates; 30% fee to Facility, 70% fee to MJC.

ADDITIONAL PROFESSIONAL SERVICES: These additional professional services are charged on an hourly basis of \$49/hour with prior authorization of facility's administrator.

1. Pre-employment screening of potential facility employees.
2. In-depth regulatory survey preparation and follow-up planning.
3. Customized programs including extensive in-service training, restorative aide training, wellness and fitness program development.
4. Major community awareness events.
5. Facility requested meetings that are not included in the routine expectations mentioned above.

EVERCARE

MEDICARE A:

Services provided under Medicare Part A will be billed at the contracted Medicare Part A rate of \$0.98 per minute.

MEDICARE B:

Services will be billed at 70% of the Evercare contract rate of \$90.00 per therapy evaluation, and therapy treatments at \$75.00 per day, per therapy discipline.

ADDITIONAL SERVICES:

MJ Care will provide up to two screenings per calendar year per covered resident and bill the facility at 70% of the Evercare approved amount of \$20.00.

Should Evercare modify their Part B payment schedule, MJ Care's billable rates will be subject to renegotiation.

Accelerated Care Plus (ACP) Lease Sharing Agreement:

Facility acknowledges that MJC has entered into an equipment lease program with ACP and agrees to pay 50% of the monthly lease expense totaling \$1014.70

Facility agrees to pay 50% of the monthly lease expense for an additional OMNISTIM 500 until totaling \$155.10

Facility agrees to pay 50% of the monthly expense for an additional Omni Stim FX2 PRO unit totaling \$155.10.

Facility agrees to pay applicable shipping and handling fees.

Equipment leased is detailed in the attached Schedule C.

MJC will invoice Facility monthly its share of \$662.45

ACP Equipment/Supplies

Equipment/Supplies furnished by MJC/Facility for all three-therapy disciplines:

Provided by MJC	Quantity	Equipment/Supplies	Lease Start Date
X	1	500 PRO	07/01/2007
X	1	FX2 PRO	07/01/2007
X	1	3000 PRO	07/01/2007
X	1	Diathermy	07/01/2007
X	1	500 PRO	01/01/2008
X	1	FX2 PRO	08/01/2008

Vital Stim Electrodes for Speech Therapy:

MJ Care will purchase Vital Stim Electrodes and bill Facility for every other box.

Facility agrees to pay applicable shipping and handling fees for every other box.

MJ Care will invoice Facility monthly.

SCHEDULE B

MJ Care, Inc. (MJC) shall furnish therapy services to outpatients at Ridgewood Care Center (Facility). MJC will take responsibility for verifying individual patient payor source, eligibility and intent to reimburse facility for therapy services. MJC will revenue share with Facility; 30% fee to Facility 70% fee to MJC. MJC will utilize the Medicare B regional fee schedule for all outpatient payor sources including: Medicare B, Medicaid, Managed Care, Private Pay, Worker's Comp., and all other payors.

Article numbers 3.2.2 A. 12) and 5.3 through 5.5 shall apply to out-patient therapy services.

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "ORIGINAL AGREEMENT") which is titled Therapy Services Agreement - 2014 with Ridgewood Care Center Nursing Facility and dated February 14, 2014 and entered into by and between Racine County, on behalf of Ridgewood Care Center, (hereinafter referred to as "PURCHASER") and MJ Care, Inc., (hereinafter referred to as "PROVIDER").

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. This Business Associate Agreement is for the purpose of complying with the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as "HIPAA"). The parties mutually agree to modify this Business Associate Agreement during the term of the contract to incorporate into the terms of this Business Associate Agreement any terms necessary to comply with any of the requirements of HIPAA or HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Privacy Rule"), and Title 45, Part 142 of the Code of Federal Regulations ("Security Rule"), and Title 45, Part 162 of the Code of Federal Regulations ("Transaction Rule").

2. Definitions. Terms used but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in HIPAA and in 45 CFR 145, 160, 162 and 164.

3. Obligations and Activities of PROVIDER.

- a. PROVIDER agrees to not use or further disclose protected health information other than as is permitted or required by this Agreement, the ORIGINAL AGREEMENT between the parties, or as required by law.
- b. PROVIDER agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided by this Agreement.
- c. PROVIDER agrees to report to PURCHASER any use or disclosure of the protected health information not provided for by this Agreement.
- d. PROVIDER agrees to insure that any agent, including a subcontractor, to whom it provides protected health information received from or received by PROVIDER on behalf of PURCHASER agrees to the same restrictions and conditions that apply to this Agreement to PROVIDER with respect to such information.
- e. PROVIDER agrees to make internal practices, books and records relating to the use and disclosure of protected information received from or created or received by PROVIDER, on behalf of PURCHASER, available to the PURCHASER, or at the request of the

PURCHASER, to the Secretary, in a time and manner designated by the PURCHASER or the Secretary, for purposes of the Secretary determining PROVIDERS compliance with HIPAA Rules.

- f. PROVIDER agrees to document such disclosures of protected health information and information related to such disclosures as would be required for PURCHASER to respond to a request by an individual for an accounting of disclosures of protected information in accordance with the HIPAA regulations.
- g. PROVIDER agrees to provide PURCHASER or an individual, in a time and manner designated by PURCHASER, information collected in accordance with subsection f. of this section of this contract to permit PURCHASER to respond to a request by an individual for an accounting and disclosure of protected health information in accordance with HIPAA regulations.
- h. In the event that an individual requests an amendment to his records in accordance with the HIPAA Regulations, the PROVIDER shall amend the records upon notice from PURCHASER or participate as needed in the amendment process created by PURCHASER.

3. General Uses. Except as otherwise limited in this Agreement, PROVIDER may use or disclose protected health information to provide functions, activities or services for, or on behalf of, PURCHASER as specified in the original Agreement, provided that such user disclosure would not violate HIPAA or the HIPAA Regulations if done by PURCHASER.

4. Obligations of Purchaser.

- a. PURCHASER shall provide PROVIDER with the Notice of Privacy Practices that the PURCHASER produces in accordance with HIPAA regulations as well as any changes to such notice.
- b. PURCHASER shall provide PROVIDER with any changes in or revocation of, permission by an individual to use or disclose protected health information, if such changes affect PROVIDERS permitted or required uses and disclosures.
- c. PURCHASER shall notify PROVIDER of any restriction to the use or disclosure of protected health information that PURCHASER has agreed to in accordance with HIPAA Regulations.

5. Term and Termination.

- a. The term of this Agreement shall be effective as of the effective date of the ORIGINAL AGREEMENT and shall terminate upon the termination of the ORIGINAL AGREEMENT but all of the obligations

of the PROVIDER in regard to protected health information which has been provided by the PURCHASER to PROVIDER or created or received by PROVIDER on behalf of the PURCHASER shall remain in full force and affect until such protected health information is destroyed or returned to PURCHASER 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 PURCHASER's knowledge of a material breach by PROVIDER, PURCHASER shall provide an opportunity for PROVIDER to cure the breach and end the violation. PURCHASER retains the right to terminate this Agreement and the ORIGINAL AGREEMENT if PROVIDER does not cure the breach or end the violation within the time specified by PURCHASER.
- c. The parties also agree that either the PROVIDER or PURCHASER can terminate this agreement for any reason or no reason with sixty (60) days written notice.

6. Affect of Termination.

- a. Except as provided in subsection b. of this section, upon termination of this Agreement, for any reason, PROVIDER shall return or destroy all protected health information received from PURCHASER or created or received by PROVIDER on behalf of PURCHASER. This provision shall apply to protected health information that is in the possession of subcontractors or agents of PROVIDER. PROVIDER shall retain no copies of protected health information.
- b. In the event that PROVIDER determines that returning or destroying the protected health information is infeasible, PROVIDER shall provide to PURCHASER notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the protected health information is infeasible, PROVIDER shall extend the protections of this agreement to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible for so long as PROVIDER maintains such protected health information.

RACINE COUNTY

By: _____

Jonathan Delagrave

JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

By: _____

Jane Beusser

MJ CARE, INC.

By: _____

REVIEWED BY FINANCE DIRECTOR

Alexander Tillman 3/2/16
Sign Date

Date 3/4/16
Certified to be correct as to form
By *[Signature]*
Racine County Corporation Counsel

3-8-16
Russell A. Clark
Racine County Board Chairman

[Signature]