VERMONT

AGENCY OF HUMAN SERVICES

DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING

Division of Licensing and Protection
HC 2 South, 280 State Drive
Waterbury, VT 05671-2060
http://www.dail.vermont.gov
Survey and Certification Voice/TTY (802) 241-0480
Survey and Certification Fax (802) 241-0343
Survey and Certification Reporting Line: (888) 700-5330
To Report Adult Abuse: (800) 564-1612

June 18, 2018

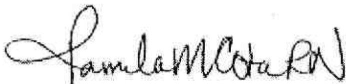
Ms. Melissa Belanger, Administrator
St Johnsbury Health & Rehab
1248 Hospital Drive
Saint Johnsbury, VT 05819-9248

Dear Ms. Belanger:

Enclosed is a copy of your acceptable plans of correction for the survey conducted on **May 16, 2018.** Please post this document in a prominent place in your facility.

We may follow-up to verify that substantial compliance has been achieved and maintained. If we find that your facility has failed to achieve or maintain substantial compliance, remedies may be imposed.

Sincerely,



Pamela M. Cota, RN
Licensing Chief

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	475019	A. BUILDING ______ B. WING ______	05/16/2018

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
ST JOHNSBURY HEALTH & REHAB	1248 HOSPITAL DRIVE SAINT JOHNSBURY, VT 05819

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F 000	INITIAL COMMENTS An unannounced onsite recertification survey and entity-reported incident investigation were conducted by the Division of Licensing and Protection from 5/14 to 5/16/18. The following deficiencies were identified.	F 000	The filing of this plan of correction does not constitute an admission of the allegations set forth in the statement of deficiencies. The plan of correction is prepared and executed as evidence of the facility's continued compliance with applicable law. St. Johnsbury Health & Rehab is requesting to IDR the following tags: F 689, F 840, and F 867.	
F 689 SS=G	Free of Accident Hazards/Supervision/Devices CFR(s): 483.25(d)(1)(2) §483.25(d) Accidents. The facility must ensure that - §483.25(d)(1) The resident environment remains as free of accident hazards as is possible; and §483.25(d)(2)Each resident receives adequate supervision and assistance devices to prevent accidents. This REQUIREMENT is not met as evidenced by: Based on medical record review, staff interviews, review of the facility internal investigation of an accident and review of transportation policies, the facility failed to assure that 1 of 18 residents received adequate supervision and assistance to prevent accidents. The specifics are detailed below: Per medical record review, Resident #236 fell on 3/26/2018 at the facility, resulting in a sore shoulder. On 3/27/2018 Resident # 236 was scheduled to be transported to dialysis via the local bus service (RCT). Because of the pain in his/her shoulder, Resident # 236 declined to have the transport driver apply the shoulder seat belt. During the transport that day, an event occured in which the van stopped suddenly, causing the resident to lunge foward, hitting the dashboard, when s/he fell. The resident was evaluated at the	F 689	Resident #236 discharged from the center 04/07/18. Residents utilizing transportation services have the potential to be effected. A contract with RCT was executed on 6/4/18. The training provided by RCT was reviewed by CED. Additional trainings such as patient refusal to wear proper harness to be added to RCT training A copy of the revised training from RCT will be kept at the center and reviewed at QAPI. CED or designee will review adverse events at QAPI meeting. 2. Corrective action date will be June 16, 2018. F689 POC accepted 6/18/18 KCampos RN/PMe	

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE: [signature] TITLE: CED (X6) DATE: 6/8/18

Any deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

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F 689	Continued From page 1 hospital, diagnosed with a fractured cervical spine, and hospitalized. The facility has a policy for use of their van but not for the use of the contracted services. There is no evidence to support how or who takes the resident from their room to the van, nor who is responsible to determine if the resident is secured safely for transport. Further, there is no evidence to support that the driver notified any facility staff that the resident refused the seatbelt prior to the transport. Per review of facility documents, the facility has a 1-sheet form that staff report deals with transportation needs of residents on an individual basis, when the facility van is not available. It deals with time frames for setting up appointments, but does not address protocols, in writing, for assuring safety requirements for residents. The drivers have lengthy training before they are allowed to transport folks, which the facility requested to be sent to them during the survey of 5/16/2018. The facility transportation policy is specific to the use of their own van, not the contracted service and indicates that the expectation is that a staff member accompanies the resident to the van and assists with getting him/ her safely into the facility van. It is not clear how this is handled with the contracted service. The DNS confirms, during interview on 5/16/2018 that there is no written policy that delineates how residents get to the van from their room or how they are secured in place when the contracted service is used for transport, nor if the driver is expected to notify the facility of any deviation from legal safety requirements.	F 689		
F 757	Drug Regimen is Free from Unnecessary Drugs	F 757		

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	475019	A. BUILDING ___ B. WING ___	05/16/2018

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
ST JOHNSBURY HEALTH & REHAB	1248 HOSPITAL DRIVE SAINT JOHNSBURY, VT 05819

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F 757 Continued From page 2
SS=E CFR(s): 483.45(d)(1)-(6)

§483.45(d) Unnecessary Drugs-General.
Each resident's drug regimen must be free from unnecessary drugs. An unnecessary drug is any drug when used-

§483.45(d)(1) In excessive dose (including duplicate drug therapy); or

§483.45(d)(2) For excessive duration; or

§483.45(d)(3) Without adequate monitoring; or

§483.45(d)(4) Without adequate indications for its use; or

§483.45(d)(5) In the presence of adverse consequences which indicate the dose should be reduced or discontinued; or

§483.45(d)(6) Any combinations of the reasons stated in paragraphs (d)(1) through (5) of this section.
This REQUIREMENT is not met as evidenced by:
Based on observation, staff interview and record review the facility failed to ensure that 1 of 7 applicable residents, (Resident #4) has a drug regimen that is free from unnecessary drugs and the resident had appropriate monitoring for the use of oxygen. The findings include the following:

Per record review on 5/14/18, there was a physician order for Resident #4 that was dated 12/31/17 for oxygen at 4 liters per minute (l/m) via tracheostomy mask as needed to keep oxygen saturation levels (O2 Sats) above 88%. During observation of the resident multiple times on

F 757 Resident #4 has been reviewed with the physician and orders were clarified. Residents receiving oxygen have the potential to be effected.
1. Education will be provided to staff on the use of PRN oxygen.
2. CNE or designee will audit orders related to oxygen.
3. The results of the audits will be reported to the QA committee x3 months at which time the committee will determine further frequency of the audits.
4. Corrective action date will be June 16, 2018.

F757 POC accepted 6/18/18 KCamposRN/PMe

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F 757	Continued From page 3 5/14/18 and 5/15/18, the resident always had oxygen on while s/he was in bed. However, in reviewing the oxygen saturation (O2 Sat) flow sheet in the Electronic Health Record (EMR) there were no O2 Sats recorded for 5/14 or 5/15/18. The last recorded O2 Sat was 1/4/18. During an interview on 05/15/18 at 04:12 PM, the B wing Unit Manager (UM) confirmed that there was no evidence the resident's O2 levels are being monitored, before being placed on oxygen. On 5/16/18 during additional record review the order for oxygen had been discontinued on 5/15/18. The resident was observed on 5/16/18 at approximately 10:00 AM sitting in a wheelchair without oxygen on. On 5/16/18 at approximately 11:30 AM the resident was returned to bed and per observation the oxygen was again placed on the resident even though the order for oxygen had been discontinued. During an interview on 5/16/18 at 11:51 AM, the B wing UM and the Director of Nursing (DNS) confirmed that the order had been discontinued the previous day and that the resident should not have been placed on oxygen, when returned to bed.	F 757		
F 840 SS=G	Use of Outside Resources CFR(s): 483.70(g)(1)(2) §483.70(g) Use of outside resources. §483.70(g)(1) If the facility does not employ a qualified professional person to furnish a specific service to be provided by the facility, the facility must have that service furnished to residents by a person or agency outside the facility under an arrangement described in section 1861(w) of the Act or an agreement described in paragraph (g)(2) of this section. §483.70(g)(2) Arrangements as described in	F 840	Resident #236 was discharged 04/07/18. The facility executed a contract for transportation from RCT on 6/4/18. Residents using outside transportation services have the potential to be affected. Residents will not be transported by RCT if they refuse proper harnessing. CED or designee will audit transportation services contracts. The results of the audits will be reported to the QA committee x 3 months at which time the committee will determine further frequency of the audits. Corrective action date will be June 16, 2018.	

F840 POC accepted 6/18/18 KCamposRN/PMe

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F 840 Continued From page 4 F 840

section 1861(w) of the Act or agreements pertaining to services furnished by outside resources must specify in writing that the facility assumes responsibility for-
(i) Obtaining services that meet professional standards and principles that apply to professionals providing services in such a facility; and
(ii) The timeliness of the services.
This REQUIREMENT is not met as evidenced by:
Based on staff interviews, review of medical records, transportation policies and procedures and facility contracts between 5/14-16/2018, the facility failed to assure that contracted transportation services specify, in writing, the responsibilities of the transportation service versus the facility responsibility in maintaining resident safety. The specifics are detailed below:

Per medical record review, Resident #236 fell on 3/26/2018 at the facility, resulting in a sore shoulder. On 3/27/2018 Resident # 236 was scheduled to be transported to dialysis via the local bus service (RCT). Because of the pain in his/her shoulder, Resident # 236 declined to have the transport driver apply the shoulder seat belt. During the transport that day, an event occurred in which the van stopped suddenly, causing the resident to lunge forward, hitting the dashboard, when s/he fell. The resident was evaluated at the hospital, diagnosed with a fractured cervical spine, and hospitalized.

Per review of facility documents, the facility has a 1-sheet form that staff report deals with transportation needs of residents on an individual basis, when the facility van is not available. The form deals with time frames for setting up

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FORM APPROVED
OMB NO. 0938-0391

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F 840	Continued From page 5 appointments, but does not address protocols, in writing, for assuring safety requirements for residents. The DNS (Director of Nursing Services) confirms, during interview on 5/16/2018 that the RCT drivers have lengthy training from the transportation company before they are allowed to transport folks. The facility did not have copies of the training until the surveyor requested that the facility provide evidence that they could assure safety issues were addressed. A copy of the power point presentation on safety issues was faxed by RCT to the facility that day. It covers use of shoulder and lap belts when transporting residents who are wheelchair bound. The facility transportation policy is specific to the use of their own van, not the contracted service and indicates that the expectation is that a staff member accompanies the resident to the van and assists with getting in. It is not clear how this is handled with the contracted service. The DNS confirms, during interview on 5/16/2018 that there is no written policy that delineates how residents get to the van from their room nor how they are secured in place when the contracted service is used for transport.	F 840		
F 867 SS=E	QAPI/QAA Improvement Activities CFR(s): 483.75(g)(2)(ii) §483.75(g) Quality assessment and assurance. §483.75(g)(2) The quality assessment and assurance committee must: (ii) Develop and implement appropriate plans of action to correct identified quality deficiencies; This REQUIREMENT is not met as evidenced by: Based on record review and staff interview, the facility failed to develop and implement an	F 867	Residents of the facility have the potential to be effected. Adverse events will be reviewed and an action plan to correct deficiencies will be discussed at QAPI meeting. 1. Audits for adverse events will be reviewed and reflected in the minutes, by CED or designee. 2. The results of the audits will be reported to the QA committee x3 months at which time the committee will determine further frequency of the audits. 3. Corrective action date will be June 16, 2018.	

F867 POC accepted 6/18/18 KCamposRN/PMC

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F 867	Continued From page 6	F 867		

appropriate corrective action plan in response to an adverse event, to prevent further injury to residents. Findings include:

Per record review, Resident #236 was being transported to an appointment by a contracted transportation company on 3/27/18. Per the incident report and staff interview, the resident had complained of a sore shoulder, and did not want to utilize the shoulder restraint part of the seat belt system. The driver did not secure the shoulder belt, and the resident fell forward out of the wheelchair during transport and sustained a fracture requiring hospitalization as a result. Per interview with the Administrator, the transportation company stated that the drivers are properly trained to secure the lap and shoulder belts before transporting residents. During the interview on 5/16/18 at 11:00 AM regarding Quality Assurance and Improvement, the Administrator and Director of Nursing confirmed that they had not completed an investigation that included a review of the training materials provided to the drivers of the transportation agency, or reviewed their own polices and procedures to assess the protocol for facility staff to assist with getting the residents to and from the van, and what was expected of them to assure that the resident was properly secured in the vehicle before transport. The training protocols from the transportation company were not aquired by the facility until the last day of the survey, and the facility had not reviewed them previously.

MEDICAL TRANSPORTATION SERVICES AGREEMENT

THIS MEDICAL TRANSPORTATION SERVICES AGREEMENT (this "Agreement") is entered into effective **5/18/18** (the "Effective Date") by and between **St. Johnsbury Health & Rehab** ("Center") and **Rural Community Transportation** ("Provider").

Section 1. <u>**Term and Termination**</u>. The term of this Agreement shall be for one (1) year commencing on the Effective Date. The parties may renew this Agreement for additional terms of one (1) year each by written agreement. This Agreement may be terminated, with or without cause, at any time by either party effective upon delivery to the other of no less than thirty (30) days prior written notice of termination.

Section 2. <u>**Provision of Services.**</u>

2.1 <u>**Engagement.**</u> Center engages Provider, which is licensed by the state in which Center is located and is certified to participate in the Medicare program, to provide or arrange for the provision of medical transportation services described in this Agreement for Center's residents ("Patients").

2.2 <u>**Services.**</u> Provider shall furnish the medical transportation services (the "Services") specified on **Addendum A**, which is attached hereto and made a part hereof, to Patients upon the request of an authorized person ("Authorized Person") as designated on **Addendum B**, attached hereto and made a part hereof. Services shall be made available twenty-four (24) hours per day, three hundred sixty-five (365) days a year.

2.3 <u>**Licenses and Certification.**</u> Provider shall render Services under this Agreement in compliance with all applicable local, state, and federal laws, regulations and requirements. Provider and Provider's personnel shall maintain all licenses, certifications, or other authorizations required by local, state, and federal law and regulation to provide Services, and shall produce copies to Center of all such licenses, certifications, or other authorizations upon Center's request. Provider shall notify Center in writing within three (3) days after any of the following events occurs:

(a) Provider or any Provider's personnel's professional license or certification in the state in which Center is located or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction; or

(b) An event occurs that substantially interrupts a portion of Provider's or any Provider's personnel's ability to perform Provider's or Provider's personnel's obligations hereunder, including but not limited to the following:

  (i) Provider or any Provider's personnel performing Services under this Agreement become the subject of an investigatory, disciplinary, or other proceeding before any governmental or professional licensing board, medical staff, or peer review body; or

  (ii) Provider's or (when applicable) any of Provider's personnel's Drug Enforcement Agency number is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way.

(c) <u>Program Representations</u>. Each party hereby represents, warrants and covenants to the other that as of the date of this Agreement, and for the entire term and any renewal hereof, with respect to any federal health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) or any State health care program as defined in section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(h)) (collectively, the "Programs"): neither (a) the representing party; (b) any individual with a direct or indirect ownership or control interest of five percent (5%) or more of the representing party; nor (c) any director, officer, agent or employee of the representing party; has ever been debarred, suspended or excluded from any Program. Each party covenants to immediately notify the other in writing if this representation is no longer true.

2.4 Response Times. Response times for emergent or urgent ambulance requests shall generally be no more than twenty (20) minutes and for non-emergency calls no longer than forty-five (45) minutes, although Center may request shorter response time for individual situations and residents. It is the Provider's responsibility to notify Center of any delays in response.

2.5 Records. Provider shall document the Services provided to a Patient on Provider's standard patient care form. Provider shall transmit such form or a copy thereof to Center within forty-eight (48) hours of the provision of Services. Provider shall use two (2) patient identifiers to track the Patient, which shall consist of the Patient's name and birth date, unless Provider informs Center that it is using a different set of identifiers.

Section 3. Documentation of Medical Necessity. Center shall be responsible for determining and documenting the medical necessity of all Services ordered by Authorized Persons to comply with the requirements of Medicare or other third party payors. Center shall maintain such documentation for the time-period required by law and upon request shall provide copies thereof to Medicare, other applicable payors or Provider. Center shall routinely furnish Provider with all medical and financial information reasonably requested by Provider to assist Provider in performing the Services. Provider shall maintain standard patient care forms or a copy thereof for no less than a ten (10) year time period or for any longer period of time specified by state or federal law. Provider shall further provide Center with any additional information as Center reasonably requests, and shall take all reasonable steps to assure that information provided to Center is complete and accurate.

Section 4. Standards of Care.

4.1 Prevailing Standards. Provider shall provide Services in accordance with the prevailing standards of quality and care. Provider shall maintain a continuous quality improvement program, and, upon request, shall participate in Center's quality improvement program as it pertains to Services.

4.2 Regulatory Standards. Provider acknowledges that the performance of all Services under this Agreement is subject to:

(a) The standards, rules, regulations, policies and procedures, as in effect and amended from time-to-time, of the Center and medical staff, and

(b) All applicable federal, state, and local laws and regulations, including but not limited to the standards, rules, and regulations, as in effect and amended from time-to-time and as applicable, of the United States Department of Health and Human Services, the Vermont State Department of Health Services and the Vermont Department of Social Services, the Joint Commission on the Accreditation of Healthcare Organizations, the Commission of the Accreditation of Rehabilitation Facilities, Medicare, Medicaid, and any other governmental agency or third-party payor exercising authority with respect to the accreditation of, or provision of reimbursement to, the Center.

4.3 Center's Discretion. Center shall have ultimate discretion over the provision of Services as Center retains professional and administrative responsibility for Services.

Section 5. Billing and Compensation.

5.1 Billing and Payor Information. Center shall provide billing and payor information to Provider, when applicable, to allow Provider to bill for Services provided. Center shall provide such other pertinent information required by Provider in order for Provider to seek payment from the appropriate third party payor as applicable.

5.2 Payor Compensation to Provider. Except as provided in Section 5.3, required by applicable law, regulation, or third party payor, or specifically directed by Center in writing, Provider shall seek reimbursement for Services directly from governmental sources, fiscal intermediaries, or other third-party payors as follows:

(a) From the appropriate third-party payor for Services covered by Medicare Part B, Medicaid, private insurance, health-care plans or other third party payors which reimburse Provider directly, or

(b) From the patient if arrangements have been made in advance between patient and Provider.

5.3 **Center Compensation to Provider.**

(a) Provider recognizes that all Services for which Center shall pay are provided under arrangements so that Provider under no circumstances shall look to any person or entity other than Center for payment for such Services. Provider shall invoice Center for Services rendered to "Center-Responsible Patients" in accordance with the terms of this Agreement. "Center-Responsible Patients" shall include:

(i) Patients covered under Medicare Part A ("Medicare Part A Patients"). A Medicare Part A Patient is a Center Patient who is admitted to the Center under Medicare Part A coverage, including but not limited to Medicare Part A Patients sent by Center to another healthcare facility for treatment who return to Center within three (3) consecutive days. Such a Patient shall remain a Medicare Part A Patient during the Medicare Part A Patient's stay, until the Patient's Medicare Part A benefits have been exhausted.

(ii) Patients for whom Services are billed to Center pursuant to Center's written request.

For all other Services provided by Provider, Provider shall bill and seek payment from the Patient or third party payor as set forth in Section 5.2.

(b) **Under Arrangement.** Center shall be solely responsible for all activities necessary or required for the operation of a licensed certified nursing Center. In providing products and/or services to Center and Center's residents, Provider shall comply with generally accepted medical practices with respect to professional standards and principles and with respect to quality and timeliness of services rendered. If the products or services provided by Provider to a Center resident are covered by Medicare through the Medicare Part A payment received by Center and are identified on the Medicare Fee schedule for skilled nursing facilities ("Part A Services"), **PROVIDER SHALL INVOICE CENTER AND CENTER SHALL PAY PROVIDER FOR SUCH PART A SERVICES AT EIGHTY PERCENT (80%) OF THE THEN-CURRENT MEDICARE FEE SCHEDULE AMOUNT.** Any Services billable to Center pursuant to Center's request shall be reimbursed to Provider in accordance with applicable third-party payor requirements and rates or, if no such requirements or rates exist, at eighty percent (80%) of the then-current Medicare fee schedule amount. Provider shall accept payment of amounts invoiced to Center as payment in full for Services rendered under this Agreement. Center shall not be responsible for payment to Provider except as provided herein or in accordance with applicable law or regulation.

(c) Center shall compensate Provider for non-emergency medical transportation services requested by Center or other third-party payor at the rate for the provided Service identified on **Addendum A.**

(d) Center shall compensate Provider within sixty (60) days of Center's receipt of a Clean Claim (as defined below). For purposes of this Agreement, a "Clean Claim" shall be defined as a claim on a billing form mutually agreeable to the parties that includes the Patient's name, date of birth, social security number, date

of service, pick-up location, destination location, Patient's condition, and itemized charges.

(i) Notwithstanding the foregoing, Provider shall not be required to include in any claim information Provider is unable to obtain, despite reasonably diligent efforts, and any claim lacking such information and accompanied by an explanation shall be deemed a Clean Claim.

(ii) In the event Center disputes any Clean Claim or part thereof, it shall notify Provider within sixty (60) days, which notification shall be accompanied by a specific explanation for the denial. In the event that only part of a claim is disputed, Center shall pay all undisputed amounts owing. Notwithstanding Section 12.3, any disputed claims in an amount of less than one thousand dollars ($1,000) shall be adjudicated by the majority vote of a claims adjudication appeal committee consisting of three (3) persons, with Center and Provider each appointing one (1) member of that committee, and with a third member of the committee to be a third party familiar with medical transportation utilization issues who is appointed by mutual agreement of the other two committee members. The parties shall split any cost of such third member equally.

5.4 **Prior Authorization.** In the event prior authorization is required by the state's Medicaid program or any other third-party payor, Provider shall first confirm that prior authorization has been received for the transportation of a covered Patient.

5.5 **Timely Submission of Clean Claim.** Provider shall submit all invoices and billing on a timely basis but in no case later then ninety (90) days after services are provided. If the Provider does not provide a Clean Claim or invoice within ninety (90) days after services are provided then Center shall be under no obligation to make payment on that invoice. If the Provider requests, in writing, additional documentation from the Center necessary for submission of a Clean Claim, the Center shall respond with the necessary information within fifteen (15) days (if it has the requested information) and the ninety (90) day period will be tolled for that fifteen (15) day period. It is the Provider's sole responsibility to submit the clean claim within the ninety (90) days.

Section 6. Insurance and Indemnification.

6.1 **Center's Insurance.** Center shall maintain, at Center's sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) in the aggregate. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of this Agreement. Center shall maintain workers' compensation insurance for all of Center's staff in amounts required by the laws of the state in which Center is located, although Center may elect to self-insure for workers compensation insurance, pursuant to applicable law. Center shall endeavor to cause its insurer to deliver to Provider thirty (30) days prior written notice of any expiration or cancellation of such policies and, upon request, Center shall provide written proof of coverage to Provider.

6.2 **Provider's Insurance.** Provider shall maintain, at Provider's sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) in the aggregate. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of this Agreement. Provider shall maintain workers' compensation insurance for all of Provider's staff in amounts required by the laws of the state in which Center is located, although Provider may elect to self-insure for workers compensation insurance, pursuant to applicable law and shall maintain comprehensive automobile coverage for all Provider's vehicles in amounts required by the laws of the state in which Center is located, but not less than one million dollars ($1,000,000.00) per occurrence. Provider shall endeavor to cause its insurer to deliver to

Center thirty (30) days prior written notice of any expiration or cancellation of such policies, and, upon request, Provider shall provide written proof of coverage to Center, naming Center as an additional insured.

6.3 **Mutual Indemnification.** Each of Center and Provider (the "Indemnifying Party") shall indemnify the other, its affiliates, directors, officers, and employees (the "Indemnified Party"), and hold the Indemnified Party harmless from and against any and all claims, demands, liabilities, cause or causes of action, and reasonable attorney's costs, fees, and expenses whatsoever, pertaining to all aspects of the Indemnifying Party's services, business, contracts and dealings whatsoever, except as occasioned by the act, failure to act, negligence, or breach of this Agreement by the Indemnified Party.

Section 7. Confidentiality.

7.1 **Medical Records.** Provider and Center shall cooperate in making copies of records available where mandated by court order, valid subpoena, administrative process, or applicable law. Provider and Provider's personnel shall not, directly or indirectly, disseminate or disclose any patient health information of Patients to any third party, except pursuant to its duties hereunder. Provider acknowledges that in receiving or otherwise dealing with any records or information form Center or Center's residents concerning a Patient's treatment for alcohol or drug abuse, the provisions of the federal regulations governing confidentiality of alcohol and drug abuse Patient records, including but not limited to 42CFR Part II, bind Provider and Provider's personnel.

7.2 **Information.** Each party to this Agreement, by virtue of entering into this Agreement, may have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. Each party shall not, at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other party's express prior written consent, except pursuant to its duties hereunder, any confidential or proprietary information of the other party.

7.3 **Terms of this Agreement.** Except for disclosure to their legal counsel, accountants, or financial advisors, neither party shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement.

Section 8. Legislative Changes. In the event Medicare, Medicaid or any third party payor, or any other local, state, or federal law, rule, regulation, or interpretation at any time change the method of reimbursement or payment of Services under this Agreement, then the parties shall negotiate in good faith to amend this Agreement. If this Agreement is not amended prior to the effective date of such rule, regulation, or interpretation, this Agreement shall terminate as of such effective date.

Section 9. Independent Contractor. Provider is and at all times shall be acting as an independent contractor. Except to the extent that Center is required to exercise professional control over Provider by applicable Medicare requirements, Center shall neither have nor exercise any control or direction over the methods by which Provider and its employees or subcontractors shall perform their duties arising hereunder.

Section 10. Applicable Law. The parties recognize that this Agreement at all times is to be subject to applicable local, state, and federal laws, rules and regulations. The parties further recognize that this Agreement shall be subject to amendments in such laws, rules and regulations and to new legislation. Any provisions of the foregoing laws, rules and regulations that invalidate, or otherwise cause one or both of the parties to be in violation of same, shall be deemed to have superseded the terms of this Agreement and this Agreement shall be deemed to be amended accordingly.

Section 11. No Influence On Referrals. It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral of Patients, any requirement that Provider make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Center or its affiliates, or the purchasing, leasing, or ordering of any services other than specific services described in this Agreement to the other party. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for Services provided.

Section 12. Miscellaneous.

12.1 __Notices.__ Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered or sent via email or facsimile transmittal, nationally recognized overnight mail service or Registered or Certified United States Mail, return receipt requested, postage prepaid, to the following address:

Center:
St. Johnsbury Health & Rehab
1248 Hospital Drive
St. Johnsbury VT 05819
Attn: Center Executive Director
Telephone: 802-748-8757
Facsimile: 802-748-6503

Provider:
Rural Community Transportation, Inc
1677 Industrial Parkway
Lyndonville VT 05851
Attn: Mary Grant, Executive Director
Telephone: 802-748-8170 X401
Facsimile:

With copy to:
Genesis HealthCare
101 East State Street
Kennett Square, Pennsylvania 19348
Attn: Law Department
Email: lawdepartment@genesishcc.com
Facsimile: 484-813-6665

Notices mailed will be deemed communicated as of the earlier of the date the notice is received by the party or three (3) days after the date of mailing.

12.2 __Non-exclusivity.__ Nothing contained in this Agreement shall be deemed to limit or interfere with patient freedom of choice or shall prevent any party hereto from contracting with, participating in, referring any service to, or otherwise generating any business with any other facility, health care organization, or any insurance program.

12.3 __Arbitration.__ Except as provided in Section 5.3(d)(ii), all disputes in an amount of less than fifty thousand dollars ($50,000) relating to this Agreement shall be resolved exclusively by binding arbitration in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association. There shall be one (1) arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, a single arbitrator shall be selected in accordance with the Commercial Arbitration Rules.

12.4 __Assignment.__ Provider may not assign this Agreement. Center may assign this Agreement to a parent corporation, affiliate or successor in interest.

12.5 __Governing Law.__ This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the state in which Center is located.

12.6 __Civil Rights.__ Each party shall comply and ensure that its employees, officers, contractors, and other representatives comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Section 1557 of the Patient Protection and Affordable Care Act of 2010, other applicable Federal civil rights statutes, and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Parts 80, 84 and 91) issued pursuant to that Title, to the end that, no person in the United States shall, on the basis of race, color, national origin, disability, sex or age, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity, whether carried out by such party directly or through a contractor or any other entity acting on behalf of such party, for which Federal funds are used in support of such party's activities. Center has made available to Provider training in accordance with this Section 12.6 at Center's website located at: http://www.genesishcc.com/504.

12.7 Affirmative Action. During the performance of the Agreement, each party agrees as follows: each party will, in all solicitations or advertisements for employees placed by or on behalf of each party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender identity, sexual orientation, sex, or national origin, in accordance with Executive Order 11246, 41 CFR 60-1.4(a)(2), along with the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.4(a) and all related federal regulations.

12.8 Attorney's Fees. In all actions, at law or in equity, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' costs, fees and expenses from the non-prevailing party, in addition to any other remedy available at law or in equity.

12.9 Waivers. A waiver by either party of one or more terms, conditions, rights, duties, or breaches shall not constitute a waiver of any other.

12.10 Security of Personal Information. Provider shall protect any personal information that it receives from Center, including, but not limited to, names, social security numbers, or credit information (i.e., credit card or bank account information), of employees, patients, customers or clients of Center, in a manner consistent with industry standards and state and federal regulations governing the protection of such personal information against inappropriate disclosure or theft of that information, including but not limited to identity theft. Provider certifies that it has: (i) systems in place to detect and report attempted theft of personal information, (ii) implemented systems to protect any personal information that it receives from Center from such disclosures in accordance with applicable law, and (iii) to that it has assessed its systems and taken steps to secure personal data to prevent theft of any information that could be used to steal any person's identity. Provider agrees that should it violate any regulation governing protection of such personal information, that it shall indemnify Center for any and all expenses associated with protecting the affected parties from misuse of the personal information. This provision shall survive termination of the Agreement for any reason.

12.11 Open Records Requirements. If compensation payable hereunder exceeds Ten Thousand Dollars ($10,000) per annum, Provider shall make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accounting Office ("GAO"), Center and Intermediary and their authorized representatives, all contracts, book, documents and records that are necessary to certify to the nature and extent of the costs hereunder for a period of ten (10) years after the furnishing of Services hereunder. In addition, if Services are to be provided by subcontract, Provider shall make available to the HHS, GAO, Center and Intermediary or their authorized representative, all contracts, book, documents, and records that are necessary to certify the nature and extent of the costs thereunder for a period of ten (10) years after the furnishing of Services thereunder within fourteen (14) days of request.

12.12 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, oral or written, between the parties related to the subject matter contained herein and may not be amended, modified or waived, in any respect whatsoever, except by written agreement signed by the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement.

12.13 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Center or Provider any rights, remedies, obligations, or liabilities whatsoever.

12.14 Partial Invalidity. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable law and shall not invalidate the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

12.15 HIPAA. The parties hereto acknowledge that they are both covered entities, and that they are aware of and will comply with all applicable laws and regulations with respect to confidentiality of protected health information and HIPAA/HITECH.

12.16 **Acknowledgement of Compliance Program.** Provider acknowledges that Center has established a Compliance Program which includes, but is not limited to, a Code of Conduct, which includes materials regarding Center's program for preventing Medicare and Medicaid fraud and abuse, and that Center has made available to Provider its Code of Conduct at the Center's web site, located at: http://www.genesishcc.com/about-us/compliance. Center will update the Compliance Program on the web site from time to time to reflect regulatory requirements.

CENTER AND PROVIDER hereby execute this Agreement effective the day and year first written above.

CENTER:		**PROVIDER:**	
By:	Melissa S. Belanger	By:	[signature]
Printed Name:	Melissa S. Belanger	Printed Name:	MACY Grant
Title:	Center Executive Director	Title:	6-4-18

ADDENDUM A:
SERVICES OF PROVIDER

I. **Scope of Services-** Provider shall provide the following checked Services (Please check each that applies):

- [ ] Ambulance Basic Life Support (BLS)
- [ ] Ambulance Advanced Life Support (ALS)
- [ ] Non-emergency Gurney Van Transportation - Alternative Level of Transport
- [x] Non-emergency Medical Wheelchair transportation

Non-emergency medical transportation not reimbursable under any third-party payor, including but not limited to Medicare Part A, and billable to the Center shall be billed at the lesser of the Medicare fee schedule or the rates below regardless of payor source:

Non-Emergency Transport	*One-Way*	*Round Trip*
Gurney Van Transportation		
Medical Wheelchair Transportation		

II. **Provision of Service.** Provider shall provide comprehensive services to Center under the terms and conditions of this agreement. Services provided, as indicated hereinabove, shall meet the following requirements:

1. Provider shall staff BLS Ambulances with two certified Emergency Medical Technicians in accordance with all local, state, and federal requirements. BLS ambulance services will be available twenty-four (24) hours a day, seven (7) days a week.
2. Provider shall staff the ALS Ambulance with two certified Emergency Medical Technicians and a Registered Nurse in accordance with all local, state, and federal requirements. ALS ambulances will be available twenty-four (24) hours a day, seven (7) days a week.
3. Gurney Van units shall be staffed with two (2) fully trained First Aid Certified Personnel. Gurney Van units will be available at a minimum ten (10) hours a day, Monday through Saturday.
4. Wheelchair units shall be staffed with at least one (1) person fully trained and qualified to provide non-emergency wheelchair services. Wheelchair units will be available twelve (12) hours a day, Monday through Saturday.
5. Response times for emergent or urgent ambulance requests shall generally be no more than twenty (20) minutes and for non-emergency calls no longer than forty-five (45) minutes, although Center may request a shorter response time for individual situations and patients. If Provider cannot respond within the time frame requested, Provider shall offer to find another provider who can respond as needed.
6. It is the Provider's responsibility to notify Center of any delays in response.

III. **Sub-Contractors.** Provider shall provide said Services through employees and/or contractors of Provider (collectively, "Provider Staff") who are qualified and appropriately licensed to perform all functions assigned to them by Provider in connection with the provisions of Services by Provider hereunder.

IV. **Applicable Standard.** Provider and its Provider Staff agree that all Services provided pursuant to this Agreement shall be performed in full compliance with all applicable standards and provisions set forth by law or ordinance or established by the rules and regulations of federal, state or local agency, having authority to set standards for ground ambulance, critical care transport, and non-emergency patient medical transport services.

V. **Records and Reports.** Provider's records of billings and receipts relating to Services performed hereunder shall be available to Center upon request. Provider shall also require the prompt submittal to Center medical records administration and/or the Patient's private physician of written reports of all

examinations, treatments and procedures performed pursuant to this Agreement. Provider shall use the medical records and report forms provided by Center.

VI. **Use of Premises.** Neither Provider nor Provider Staff shall use or knowingly permit any other person who is under their direction to use any part of Center premises for any purpose other than the performance of Services for Center, and their patients pursuant to this Agreement.

VII. **Additional Representations and Warranties.** Provider represents and warrants to Center as follows:

1. Neither Provider nor any of Provider Staff is bound by any Agreement or arrangement which would preclude Provider or any of Provider Staff from entering into, or from fully performing Services required under this Agreement;
2. Neither Provider nor any of Provider Staff license or certification in the State or in any other jurisdiction has ever been denied, suspended, revoked terminated, relinquished under threat of disciplinary action, or restricted in any way;
3. Neither Provider nor any of Provider Staff has in the past conducted and is not presently conducting their business in such a manner as to cause Provider to be suspended, excluded, barred or sanctioned under the Medicare or Medicaid Programs, or any government licensing agency, nor have they ever been convicted of a criminal offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation;
4. Provider and Provider Staff have, and shall maintain throughout this Agreement, all appropriate federal and state licenses and certifications which are required in order for them to perform the Services requested of Provider under this Agreement.
5. In providing Services on behalf of Provider under this Agreement, all Provider Staff shall comply with all applicable provisions of this Agreement.
6. All drivers employed by Provider to provide Services under this Agreement will at all times hold valid drivers licenses, with appropriate passenger endorsements, issued by the State Department of Motor Vehicles. All vehicles used by Provider will be properly maintained and will comply with all applicable regulations and inspection requirements of the State Highway Patrol and any other agencies related to the purpose for which such vehicles will be used.

ADDENDUM B:
AUTHORIZED PERSONS

1. All employed and contracted personnel of Center
2. All attending physicians or mid-level practitioners treating Patients
3. All nursing, discharge planning or medical staff personnel of the following Center and health plans:
4. Other:

RURACOM-01 JESSICAELIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Paula Bernier	
NFP Property & Casualty Services, Inc. PO Box 4509 723 Concord Avenue Saint Johnsbury, VT 05819	PHONE (A/C, No, Ext): (802) 751-7810	FAX (A/C, No): (802) 748-1208
	E-MAIL ADDRESS: paula.bernier@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nonprofits' Insurance Alliance of California Inc.	XXXXXX
INSURED	INSURER B : Acadia Insurance Company	31325
Rural Community Transportation Inc 1677 Industrial Parkway Lyndonville, VT 05851	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		2017-25391	07/01/2017	07/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		2017-25391	07/01/2017	07/01/2018	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB / X CLAIMS-MADE			2017-25391-UMB	07/01/2017	07/01/2018	AGGREGATE	$
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		VTARP301665	07/01/2017	07/01/2018	E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Section 3A State: VT
Members/Owners Excluded: Glen Harter, Melinda Gervais-Lamoreux, and Robert Wilkins

State of Vermont, Agency of Transportation is listed as Additional Insured under the general liability and business auto sections provided a written contract, agreement or permit to such exists prior to a loss. Additional Insureds are subject to all terms, conditions, limitations and exclusions of the General Liability Policy.

CERTIFICATE HOLDER	CANCELLATION
State of Vermont Agency of Transportation 1 National Life Drive Montpelier, VT 05633-5001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [signature]

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