

## **PROVIDER AGREEMENT**

**THIS PROVIDER AGREEMENT** is made and entered into this \_\_\_\_\_ (“*Effective Date*”), by and between LONG TERM CARE GROUP, INC., (LTCG) a Delaware corporation with its principal office at 11000 Prairie Lakes Drive Suite 600 Eden Prairie, MN 55344, for and on behalf itself, and \_\_\_\_\_ (hereinafter referred to as “*Provider*”).

LTCG operates a preferred provider network (the “*Network*”) for the benefit of its insurance company customers and their respective policy holders and members. Provider operates one or more [adult day care][assisted living facilities][skilled nursing facilities][home health care or home care agencies][hospice agency or facility] or operates as a caregiver privately hired by an individual seeking long term care insurance benefits from one of LTCG’s insurance company customers. The parties, on the terms and conditions set forth in this Agreement, desire that Provider participate in the Network.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Interpretation.**

a. **Definitions.** The following terms, unless otherwise specifically provided by this Agreement, will have the meanings set forth below:

“*Beneficiary*” means a person eligible to receive Covered Services under a Benefit Program.

“*Benefit Program*” means a long term care benefit plan underwritten or administered by a Customer and listed in Schedule A, as LTCG may amend the same from time to time by written notice to Provider.

“*CMS*” means the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services.

“*Co-payment*” means the deductible or other amount of money the applicable Benefit Program requires the Beneficiary to pay Provider directly for a given Covered Service.

“*Covered Service*” means a Service that a Beneficiary is entitled to receive pursuant to the terms and conditions of his or her Benefit Program and that LTCG or its insurance company customer has approved as eligible for reimbursement.

“*Customer*” means an insurance company or other entity contracting with LTCG for access to the Network for the purpose of administering benefits under the customer’s long term care insurance programs.

“Directory” means the online directory of long term care providers participating in the Network that LTCG maintains at [www.LTCG.com/](http://www.LTCG.com/) (or such other URL as LTCG may determine from time to time) for the benefit of Customers and Beneficiaries.

“Provider” means a Provider listed in Schedule A as the parties may amend the same from time to time by mutual agreement.

“Provider Information” means the information regarding a Provider that the Provider supplies to LTCG for inclusion in the Directory.

“Payer,” with respect to given a Benefit Program, means a Customer or third party payer.

“Service” means a Provider service listed on Schedule A to his Agreement as the parties may amend the same from time to time by written agreement.

“State” means the state where Services are being delivered by Provider under this Agreement.

“Term” has the meaning ascribed to it by Section 14.

b. Interpretation. In this Agreement: (i) any terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural; (ii) the words "includes" or "including" shall be construed as being followed by the words “without limitation”; and (iii) references to section numbers or Schedules shall be to those in this Agreement unless the context otherwise requires and are for reference purposes only and shall not affect the interpretation of this Agreement.

## 2. LTCG’s Obligations

a. Directory. LTCG, within [ten (10) business days] after the Effective Date, will make commercially reasonable efforts to include in the Directory the Provider information set forth in Schedule A as Provider may update the same from time to time with [ten (10) business days] prior written notice to LTCG.

b. Telephone Support. LTCG will operate a toll-free call center to respond to inquiries from Provider and other providers regarding the parties’ respective obligations under this Agreement.

## 3. Provider Services; Related Terms

a. Services.

i. Covered Services. Provider, subject to the terms of this Agreement during the Term, will provide Covered Services to Beneficiaries at the request of LTCG or a Beneficiary, in each case in accordance with (i) the standards promulgated from time to time by the applicable Customer for the applicable Benefit Program, (ii) the Scope of Services (including the price and/or discount schedule) set forth in Schedule A, (iii) the Service Standards set forth in Schedule B, and (iv) the other terms and conditions of this Agreement. Without limiting the foregoing,

provider will comply with any preauthorization protocols established by LTCG and/or the applicable Payer (as LTCG may amend the same from time to time by written notice to Provider during the Term).

ii. Other Services. Nothing in this Agreement will be construed to preclude Provider from providing any Beneficiary with goods or services other than Covered Services, provided that Provider has obtained the Beneficiary's advance written acknowledgment that the Benefit Program does not cover the same, and no Payer will pay Provider or reimburse Beneficiary for the fees associated with the same.

b. Changes. LTCG, from time to time, may propose modifications to this Agreement by sending written notice of the proposed modifications to Provider. If Provider does not object to the proposed modifications within sixty (60) days of the date of the notice, the modifications shall be deemed approved by Provider and shall become part of this Agreement. If the Provider objects to the proposed modifications within such sixty (60) day period, the modifications shall not become part of this Agreement and this Agreement may thereafter be terminated by LTCG upon thirty (30) days prior written notice to Provider. Except as specified in this Section, this Agreement may be modified only by a writing signed by both parties.

c. Provider Information. Provider on or before the Effective Date will have provided LTCG with such Provider Information as LTCG may reasonably require, which Provider represents and warrants to be accurate and complete as of the Effective Date. If, during the Term, such Provider Information is no longer accurate and complete, Provider will provide LTCG with prompt notice of the deficiency, along with updated Provider Information correcting the same.

d. Provider shall provide to LTCG such information and reports as are required by LTCG to comply with LTCG's agreements with Benefit Programs, with Payers, and with federal, state and local laws and regulations.

#### 4. Quality

##### a. Quality of Care Standards.

i. Provider shall render the Covered Services with the same standard of care, skill and diligence customarily used by similar providers in the community in which such services are rendered to all patients regardless of insurance coverage, and shall comply with all of the standards, terms and conditions set forth in Schedule B ("Service Standards"), which schedule the parties may amend from time to time by written agreement.

ii. Without limiting the foregoing, Providers who are approved to participate in the Medicare and/or Medicaid Programs (i.e. CMS certified) will achieve and maintain

- (1) To the extent applicable, minimum aggregate quality ratings of three stars based on the Quality Measures assessed by CMS and published on the Nursing Home Compare site at the following url: <http://www.medicare.gov/NHCompare>; and

- (2) To the extent such information is available, ratings in the top third of all scores involving the percentage of residents with pressure sores, lose too much weight, acquire infection during their stay, and have inadequately controlled pain.

b. **Quality Assurance.**

i. Provider will fully cooperate with LTCG and the Payers in all of their respective quality assurance, utilization review, outcomes monitoring, client satisfaction, complaint/grievance, coordination and continuity of care, credentialing and re-credentialing programs.

ii. Provider will abide by and participate in case management procedures quality management protocols and other policies and procedures adopted by LTCG from time to time. LTCG shall have the right to modify procedures, protocols and policies at any time in its sole discretion, and such modifications shall be binding on Provider.

iii. Provider shall monitor and report the quality of services provided under this Agreement and shall initiate a plan of correction where necessary to improve quality of care in accordance of that level of care recognized as acceptable professional practice in the community and standards established by the State or the State's designee.

c. **Language Assistance.** Provider will take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford such persons meaningful and equal access to the benefits and services under this Agreement to the extent required by law.

5. **Compensation**

a. **Covered Services.** Provider will bill each Beneficiary or, to the extent the Beneficiary has executed an assignment of claim in favor of Provider, will bill the Payer only for Covered Services approved by LTCG actually performed, and only at rates not to exceed the rates determined in accordance with Schedule A (the "Contract Rate"). To the extent the Beneficiary has executed an assignment of claim in favor of Provider; Provider will charge the Beneficiary only for Co-Payments, co-insurance, deductibles, Elimination Periods, Waiting Periods and non-Covered Services in accordance with the applicable Benefit Programs. Such out-of-pocket amounts owed by the Beneficiary will be calculated at the Contract Rate. For the avoidance of doubt, Provider will not balance bill or attempt to obtain compensation from Beneficiaries other than as expressly set forth herein.

b. **Claim Form.** If and to the extent Provider is entitled to payment under this Agreement from a Payer, Provider shall submit to the applicable Payer claims on a CMS Form 1500, UB04 or in a format agreeable to LTCG, in accordance with the billing submission requirements described in the Agreement. Failure to submit claims within 180 days shall result in claims being denied by LTCG and Provider shall not be entitled to any compensation therefore and shall not be entitled to seek compensation from the Beneficiary.

6. **Grievances.**

a. **Complaints.** Provider shall notify LTCG and Payer of any complaints from Beneficiaries regarding any Benefit Program. Provider may advocate on behalf of the Beneficiary in any Grievance System, Utilization Management Process or individual authorization process to obtain necessary services.

b. **Grievance Procedures.** Provider will participate in and cooperate with Payer's grievance procedures, including all appeal and expedited appeal processes. Provider shall comply with all final determinations rendered in accordance with those procedures. Provider will cooperate with Customers in resolving any grievance(s) related to the provision of Services, including by gathering and forwarding information to Customers on a basis that will permit Customers to meet all applicable time frames for disposition of grievances and appeals,

7. **Adverse Action; Notification Requirements.** Provider will notify LTCG in writing within ten (10) days of the occurrence of any of the following:

a. Any notice of deficiency issued by any licensing authority or corrective action steps taken in response to same, or issuance of formal notice by any governmental, professional, regulatory or legal body that it may take any action as to Provider or any of its employees or agents due to deficiencies, poor performance or failure to comply with applicable standards, rules or regulations;

b. Any order, finding or determination that restricts, suspends, or revokes Provider's or employees' or its agents' applicable licenses to provide the Covered Services under this Agreement;

c. Institution of any legal proceedings alleging professional liability or malpractice on the part of Provider;

d. Institution of criminal proceedings naming Provider or any of its principals, officers or directors;

e. Cancellation or material modification of Provider's professional liability insurance.

f. Any material change or addition to the information and disclosures submitted by Provider as part of the application for a contract with LTCG to provide Covered Services to Beneficiaries; or

g. Any other act, event, occurrence or the like that might materially affect Provider's ability to carry out its duties and obligations to Beneficiaries.

8. **Insurance.** Provider; adult day care, assisted living facilities, skilled nursing facilities, home health care or home care agencies or hospice agency or facility at its expense, to procure and maintain all of the insurance stipulated in this Section 8 at all times during the term of this Agreement and for at least three (3) years after the expiration or termination of this Agreement with insurance companies rated A-VII or better by A.M. Best Company:

a. Workers Compensation. Worker's Compensation insurance in the amount and to the extent required by applicable law.

b. CGL. Commercial General Liability insurance, including cover bodily injury or property damage to third parties arising out of Provider's operations, with at least the following limits:

General Aggregate – \$3,000,000

Each Occurrence – \$1,000,000

Provider's Commercial General Liability policy must each name LTCG as an additional insured and must be primary and non-contributory and the Commercial General Liability policy must contain a waiver of the insurer's right to subrogate against LTCG. Within five (5) business days of LTCG's request, Provider will provide LTCG with certificates of insurance evidencing insurance coverage in full compliance with the requirements of this Section 8. Provider will give LTCG or will cause its insurers to give LTCG at least thirty (30) days prior written notice of cancellation or non-renewal of any insurance policy that provides any of the coverage stipulated in this Section 8.

9. **Records; Audits.**

a. Recordkeeping. Provider will retain all contracts, books, documents, papers and other records related to the provision of services to Beneficiaries and/or as related to Provider's obligations under the Agreement for a period of not less than ten (10) years from: (i) the end of an applicable LTCG agreement with a Benefit Program, including a Medicaid Contract or Medicare Contract; or (ii) from the date of completion of any audit, whichever is later. Without limiting the foregoing, Provider shall maintain records of services, service providers, charges, dates of services and all other commonly required information elements for services provided to Beneficiaries, including without limitation, such records as are necessary for the evaluation of the quality, appropriateness and timeliness of services.

b. Confidentiality. Provider will: (i) abide by all federal and state laws and Benefit Program requirements regarding confidentiality, privacy, security and disclosure of medical records, patient information, other health and enrollment information; (ii) ensure that PHI, as defined below, is released only in accordance with applicable state or federal law, including provisions of the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 (U.S.C. §§ 1320D – 1320d-8), Health Information Technology for Economic and Clinical Health Act (42, U.S.C. §§ 17901-17953) and any and all regulations promulgated there under including without limitation the federal privacy regulations and the federal security standards Parts 160 and 164), or pursuant to court orders or subpoenas; and (iii) maintain all Beneficiary records and information in an accurate and timely manner. Nothing herein shall prohibit LTCG from using aggregate data including PHI which has been properly de-identified. "PHI" refers to "protected health information" as defined in 45 CFR 160.103. The obligations under this section shall survive the termination of this Agreement.

c. Access.

i. Provider shall allow timely access by Beneficiaries and their representatives to the records and information that pertain to them.

ii. Upon request of Benefit Program or LTCG, all records of Provider pertaining to this Agreement, including medical records of Beneficiaries will be made available for fiscal audit, medical audit, medical review, utilization review, other periodic monitoring and for any other purpose determined by LTCG or Benefit Program. Provider will allow employees, agents, and/or independent contractors retained by LTCG, and/or Benefit Program to review, audit and make copies of all records of Provider, medical and otherwise, pertaining to this Agreement and/or Covered Services rendered by Provider to Beneficiaries under this Agreement. Copies of records are to be provided by Provider within a reasonable timeframe.

iii. Provider will comply with and be subject to all applicable CMS laws, rules and regulations, reporting requirements, State instructions as implemented and amended by the State and CMS instructions as implemented and amended by CMS. This includes, without limitation, the State Department of Health and Human Services' ("HHS"), the Comptroller General's or their designees right to evaluate, inspect and audit Provider's operations, books, records, and other documentation and pertinent information related to Provider's obligations under the Agreement, including without limitation, the quality, appropriateness and timeliness of services and the timeliness and accuracy of encounter data and claims. Provider will permit the State's, HHS's, the Comptroller General's, or their designees to inspect, evaluate and audit any pertinent information for any particular contract period will exist through ten (10) years from the final date of a Medicaid Contract or Medicare Contract, or from the date of completion of any audit, whichever is later, and will cooperate, assist and provide information as requested by such entities.

## 10. **Compliance**

a. **Regulatory Compliance.** This Agreement may, from time to time, require modification or amendment so as to comply with changes in applicable laws or regulations. In the event that modification is required or requested by LTCG for compliance with applicable laws and regulations, LTCG shall provide written notice of the requested change to Provider, and such change shall be effective sixty (60) days after the date of such notice. Provider may terminate this Agreement as of the conclusion of such sixty (60) day period if it objects to LTCG's requested change. The parties may also cooperate with each other to effect a mutually agreeable modification or amendment within sixty (60) days of LTCG's request. Provider must at all times comply with all applicable Medicaid laws, Medicare laws, regulations, and CMS instructions.

b. **Delegated Activities:**

i. *Compliance with Customer's Contractual Obligations.* Any services performed by Provider will be consistent and comply with the Customer's contractual obligations.

ii. *Selection of Providers.* In the event that LTCG authorizes Provider to sub-contract services provided for in this Agreement, written arrangements must be executed and state that the Customer retains the right to approve, suspend, or terminate such arrangement.

iii. *List of Delegated Activities and Reporting Responsibilities.* In the event LTCG delegates any responsibilities/activities to Provider, these activities and required reporting responsibilities will defined and clearly stated in Schedule C.

iv. *Revocation.* In the event LTCG delegates any responsibilities/activities to Provider, and LTCG later deems that Provider has not performed satisfactorily, LTCG, CMS or the Customer may place Provider on a Corrective Action Plan or at their sole discretion revoke such delegated activities.

c. *Monitoring.* In the event LTCG delegates any responsibilities/activities to Provider, Provider acknowledges that LTCG and the Customer will monitor the performance of Provider on an on-going basis with respect to the delegated activities.

d. *Credentialing.* In the event LTCG delegates the Credentialing Function to Provider, Provider acknowledges that the credentials of medical professionals affiliated with Provider will either be reviewed by the Customer or the credentialing process. Customer and LTCG will audit the credentialing process on an ongoing basis.

11. **Representations and Warranties.** Provider represents and warrants as follows:

a. It has full authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and that this Agreement is not in conflict with any other Agreement to which Provider is a party or by which it may be bound.

b. All services Provider performs for any Beneficiary, including any Covered Services, will be of professional quality delivered in a professional manner by personnel having the proper skill, training and background to perform competently their assigned tasks.

c. It will comply, and all Services provided pursuant to this Agreement will comply, at all times with all applicable state and/or federal laws, regulations or administrative requirements and orders.

d. Provider and all Provider personnel performing services for any Beneficiary hold all licenses, permits and certifications required by all applicable federal and state laws and regulations for the provision of all services provided by Provider pursuant to this Agreement and all such licenses, permits and certifications are in good standing, not subject to any restriction.

e. Neither Provider nor Provider personnel performing Services under this Agreement have: (a) been listed as debarred, excluded or otherwise ineligible for participation in federal or state health care programs; (b) been convicted of a criminal felony; or (c) been listed on the United States Department of the Treasury Office of Foreign Assets Control Specifically Designated Nationals List and/or the Federal Bureau of Investigation's list of terrorists. If at any time Provider becomes aware of any violation of this warranty, Provider covenants to so notify LTCG immediately. In the event that Provider itself becomes debarred or ineligible, or if any offending Provider Personnel are not immediately removed from performing Services hereunder, then LTCG may, in its sole discretion, immediately terminate this Agreement without further liability to Provider. Upon request, Provider shall provide proof to LTCG of its compliance with

the foregoing, including evidence that appropriate state and federal databases (including but not limited to EPLS and LEIE) were appropriately queried.

f. In the event of any actual or threatened breach of the security of LTCG confidential information or PHI (“Data”), Provider will fully cooperate with LTCG to secure such Data. If any breach of security of Data is the result of any action or failure to act on the part of Provider, Provider agrees to notify LTCG immediately upon becoming aware of such breach, and if the Data is compromised or disclosed, to reimburse LTCG for the notification of all affected parties as well as reimbursement of any remedy to correct and mitigate the effect of any such security breach. Provider will not transfer data across a country border or to an offshore location.

12. **Indemnification.** Provider shall indemnify, defend and hold harmless LTCG, its affiliates and their respective officers, directors, employees and agents, against and hold the same harmless from any and all third party claims, demands, suits and proceedings (each a “Claim”), and all related losses, damages, liabilities, actions, judgments, costs and expenses (including settlements, judgments, court costs and attorneys’ fees) of any nature or kind whatsoever arising out of or resulting from, directly or indirectly Provider’s performance or failure to perform any services for any Beneficiary or other third party.

13. **Restrictive Covenants.**

a. **Non-Solicitation.** During the Initial Term, all Renewal Terms and for a period of six (6) months following the termination or expiration of this Agreement, neither Provider nor any of its shareholders, directors or officers, shall directly or indirectly, or as an independent contractor, agent, shareholder, member, partner, manager, or otherwise of any entity or organization: (i) enter into or attempt to enter into any relationship with any Benefit Programs for which, or Beneficiaries to whom, it provided services under this Agreement; (ii) dissuade or attempt to dissuade any Benefit Programs or Beneficiaries from continuing their relationship with LTCG or its affiliates, or (iii) hire or offer to hire any employee of LTCG or its affiliates.

b. **Reasonableness of Restrictive Covenants/Irreparable Injury.** Provider acknowledges that: (i) the restrictive covenants contained in this Section 13 are reasonable with respect to duration, scope, and their effects on Provider and the public health, safety, and welfare; (ii) LTCG Confidential Information is of a unique and special character and has special and proprietary value to LTCG; (iii) the restrictive covenants contained in this Section 13 are necessary to protect the legitimate business interests of LTCG, and (iv) a violation by Provider of these restrictive covenants would cause irreparable injury and loss to LTCG.

c. **Equitable Remedies.** If there is a breach or threatened breach by Provider of its obligations pursuant to this Section 13, Provider hereby acknowledges and agrees that LTCG shall not have an adequate remedy at law and shall suffer irreparable harm, and, therefore, it is agreed that, in addition to any other remedies at law or in equity which LTCG may have, LTCG shall be entitled: (i) to obtain in a court of competent jurisdiction, without any requirement to post any bond or other security, a temporary and/or permanent injunction restraining Provider from any further breach or threatened breach of such provisions; (ii) to reimbursement from Provider for any attorneys’ fees and costs incurred as a result thereof; and (iii) to withhold and apply payments due to Provider from LTCG, if any, toward such attorneys’ fees and costs.

d. Survival. This Section 13 shall survive the termination or expiration of this Agreement.

14. **Terms and Termination**.

a. Term. This Agreement shall be in effect for one (1) year from the Effective Date (“Initial Term”). Thereafter, this Agreement shall renew for additional one (1) year periods (“Renewal Terms”) on its anniversary date unless terminated by either party by written notice sent in accordance with Section 16 at least one hundred and twenty (120) days prior to such anniversary date. The Initial Term and any Renewal Terms are collectively referred to as the “Term”.

b. Termination Without Cause. This Agreement may be terminated by LTCG at any time without cause upon thirty (30) days prior written notice to Provider.

c. Termination for Breach. If either party commits a material breach of this Agreement, the other party may terminate this Agreement on at least thirty (30) days’ prior written notice, which notice will automatically take effect if, within the notice period, the breaching party fails to cure the breach to the reasonable satisfaction of the non-breaching party.

d. **Obligations Following Termination**. Following the effective date of any termination of this Agreement, Provider shall comply with the following obligations:

i. Upon Termination. Upon termination of this Agreement for any reason, Provider shall continue to provide Covered Services to any Beneficiary who is being treated by Provider as of the effective date of termination until LTCG or the Benefit Program has effectuated an orderly transition of such Beneficiary’s care to another provider. The provision of such Covered Services and the payment therefore shall continue to be governed by this Agreement.

ii. Obligation to Cooperate. Upon notice of termination of this Agreement, Provider shall reasonably cooperate with LTCG and/or Benefit Programs with respect to the orderly transfer of the Beneficiaries to other providers.

15. **Conflict with Medicaid Contracts and Medicare Contracts**. If any requirement in this Agreement is determined by the State or Federal Regulatory Agencies to conflict with a Medicare Contract or a Medicaid Contract, then such requirement shall be null and void and all other provisions in this Agreement shall remain in full force and effect.

16. **General**

a. **Third Party Beneficiaries**. There are no third party beneficiaries to this Agreement

b. **Assignment and Delegation**. Provider shall not assign any rights or delegate any duties or obligations under this Agreement, or transfer this any such attempted assignment, delegation Agreement in any manner without the prior written approval of a duly authorized representative of LTCG, and any transfer in violation of this provision shall be void. LTCG expressly reserves the right to assign any and all of its rights, and to delegate any and all of its

duties and obligations hereunder, and to in any manner transfer or assign this Agreement, provided that LTCG shall notify Provider of any such assignment, delegation or transfer in writing at least ten (10) days prior thereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns.

c. **Headings.** The headings and other captions in this Agreement are for convenience of reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

d. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof. No modification or revision of this Agreement shall have any force or effect unless the same is in writing and executed by the parties hereto. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

e. **Independent Relationship.** None of the provisions of this contract are intended to create any relationship between Provider and LTCG other than that of independent entities. Neither of the parties hereto nor any of their respective representatives shall be construed to be an agent, employer or representative of the other.

f. **Notices.** Any notice required or permitted to be given pursuant to the terms and provisions of this Agreement to LTCG or Provider shall be in writing, and shall be sent by certified mail, return receipt requested, or by Federal Express or other overnight delivery services for which evidence of delivery is obtained by the sender, to the following address or addresses listed below;

If to Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to LTCG:

Long Term Care Group, INC  
11000 Prairie Lakes Dr Suite 600  
Eden Prairie, MN 55344

or to such other address as the applicable party may specify by notice to the other in accordance with this section. Notices will be deemed to be effective on the date delivered if sent by overnight courier service or the date indicated on the return receipt if sent by certified mail.

g. **Applicable Law.**

i. This contract shall be governed by and construed in accordance with the laws of the State of Minnesota and applicable federal laws.

ii. Provider will comply with all state and federal laws, including, without limitation, to the extent applicable to Provider, laws governing the Medicare Program, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and all other laws applicable to recipients of federal funds.

h. **Attorneys' Fees.** If any party brings an action, arbitration or other proceeding arising out of or relating to this Agreement (whether founded in tort, contract or equity, or to declare rights hereunder), the Prevailing Party (as hereinafter defined) will be entitled to recover its reasonable attorneys' fees and other costs incurred in the arbitration, action or proceeding (including all appeals and re-trials), in addition to any other relief to which the Prevailing Party may be entitled. The term "Prevailing Party" will include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award will not be computed in accordance with any court fee schedule, but will be such as to fully reimburse all attorneys' fees reasonably incurred.

i. **Notification of Potential Abuse.** Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect or exploitation of a child, aged person or disabled adult to the relevant county number for Child or Adult Protective Services.

j. **Waiver of Conflicting Terms.** With respect to Medicaid Members, any conflicting terms in this Agreement shall be null and void and the Medicaid Contract shall be the controlling Agreement.

k. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement effective as of the day and year above written.

**LONG TERM CARE GROUP, INC.**

Provider

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SCHEDULE A  
ADDITIONAL TERMS

Note:

These rates include the cost of the nursing assessment and any follow-up visits and/or monitoring. The Agency will charge no rate differential for nights, weekends, or holidays.

## SCHEDULE B

### SERVICE STANDARDS

- CMS Certified providers shall maintain a quality aggregate rating of three stars assessed by CMS. In addition ratings in the top third of all scores involving the percentage of residents with pressure sores, lose too much weight, acquire infection during their stay and have in adequately controlled pain.
- All providers will adhere to the quality assurance and credentialing programs.
- All providers will abide by and participate in case management procedures, quality management protocols and other policies and procedures adopted by LTCG.
- All providers will monitor and report the quality of services provided under this agreement and shall initiate a plan of correction where necessary to improve quality of care.
- If the provider prefers to receive direct payment of a bill, an Assignment of Benefits Form (AOB) would be required with initial claim submission to LTCG.
- All providers will bill the payer for only covered services not to exceed the contract rates.
- Claim submission for all providers shall be provided as applicable on a CMS Form 1500, UB-04 or in a format agreeable to LTCG. A format agreeable to LTCG would consist of all of the following requirements: provider name, address and phone number, invoice date, itemized billing of services rendered, date(s) of service, billed amount and to whom services have been rendered to.
- All Agencies are required to include daily visit notes specific to dates of services on the accompanying bill with each claim submission. Daily visit notes should be unique to the date of service and signed by the patient receiving services.
- All provider documentation submitted through the claims process will be subject to random reviews to confirm all documentation is maintained according to the service standards outlined in this contract.

## SCHEDULE C

### Carriers

#### **Carriers Administered by LTCG**

- Aegon
- Aetna
- Allianz
- AIG
- AFA Group
- Amfid Group (American Fidelity)
- American General
- Bankers Life
- Best Meridian Inc. (BMI)
- Blue Cross/ Blue Shield of FL
- CalPERS
- Cincinnati Life (CinLife)
- CNA Group and Individual
- Colonial Life
- Genworth
- Gilico
- GSUAA(Gerber)
- Life Southwest
- MetLife
- Mutual of Omaha
- National Life
- Northwestern Mutual
- Pacific Life
- Prudential
- Senior Health Insurance of Pennsylvania (SHIP)
- Southern Farm Bureau (SFB)
- Sun Life
- Thrivent
- UNUM
- Virginia Retirement Systems (VRS)
- Wells Fargo