

DATE OF REVIEW: 8/30/2019

ANNUAL REVIEW AND RENEWAL

I certify that the Hospice Ambulance between the parties listed below has been reviewed and assessed for the quality of services provided and pertinent to current practice and will continue unchanged for an additional 12 months.

Effective Date: 10/01/19 – 09/31/20

"Hospice"

VitalCare, Inc.,
dba/McLaren Home Care & Hospice

Address: 761 Lafayette Avenue
Cheboygan, MI 49721

Phone: (231) 627-2031

"Facility"

Emmet County EMS

Address: Emmet County EMS
1201 Eppler Rd
Petoskey MI 49770

Phone: 231.776.1001

By: _____
(Signature)

Laura Daniel
(Printed Name)

President / CEO
(Title)

By: _____
(Signature)

(Printed Name)

Hospice Representative

By: _____
(Signature)

(Printed Name)

(Title)

Received
JAN 07 2019

HOSPICE INDEPENDENT CONTRACTOR AGREEMENT Ambulance Services

This HOSPICE INDEPENDENT CONTRACTOR AGREEMENT ("the Agreement") is made between Vital Care, Inc., a Michigan nonprofit corporation, dba/McLaren Home Care & Hospice ("Hospice") and the independent contractor identified on Attachment A ("Contractor").

TERMS

1. **Purpose.** The purpose of this Agreement is to make available to Hospice patients the goods and services of Contractor more fully described on Attachment A ("Contractor Services").
2. **Term.** The term of this Agreement shall be for one (1) year, beginning on the date set forth on Attachment A. This Agreement shall be reviewed annually by Hospice and the Contractor, and revised as necessary to address the parties' needs and to maintain compliance with state, federal and local laws, rules and regulations, including Medicare, Medicaid, and commercial insurance program requirements.
3. **Termination Prior to Expiration of Term.** Either Hospice or Contractor may terminate this Agreement with or without cause upon at least thirty (30) days prior written notice to the other party. Either party may terminate this Agreement upon fifteen (15) days prior written notice in the event the other party materially breaches any term of this Agreement and such breach has not been cured within the fifteen (15) day notice period. Hospice may terminate this Agreement immediately upon written notice to Contractor if Hospice reasonably believes that Contractor or its staff is threatening the health, safety or welfare of Hospice's patients.
4. **Arranging for Independent Contractor's Services.** When Hospice desires Contractor Services for a Hospice patient(s), Hospice shall contact Contractor at the phone number listed on Attachment A. Promptly upon request, Contractor will inform Hospice whether or not Contractor can accommodate Hospice's request. If available, Contractor will begin providing Contractor Services to the Hospice patient(s) within twenty-four (24) hours of Hospice's request, or as identified by physician's order. Contractor acknowledges that Hospice has not guaranteed that it will request any minimum volume of Contractor Services under this Agreement.
5. **Hospice Plan of Care.** Hospice establishes and maintains for each of its patients a written hospice plan of care ("Hospice Plan of Care"). Hospice shall make available to Contractor a copy of the Hospice Plan of Care for each patient for whom Contractor provides Contractor Services. All care provided to a Hospice patient by Contractor shall be in accordance with this Hospice Plan of

Care. Any changes to the Hospice Plan of Care must be discussed with the Hospice patient or patient representative and must be approved by Hospice before implementation.

6. **Contractor's Rights and Responsibilities.** During the term of this Agreement, Contractor shall have the following rights and responsibilities:

- a. **Medicare/Medicaid Certification.** Contractor shall remain a Medicare and Medicaid certified provider or supplier.
- b. **Contractor Services.** Contractor shall provide the Contractor Services described on Attachment A at the levels of availability also described on Attachment A, in accordance with all applicable federal, state and local laws, rules and regulations, and all Medicare, Medicaid and third party payor program requirements.
- c. **Documentation of Contractor Services.** Contractor shall make and submit to Hospice clinical and progress notes or other appropriate documentation for all Contractor Services provided to Hospice patients ("Contractor Documentation") in a format acceptable to Hospice, which may include entry into Hospice's computerized patient record system. Contractor Documentation shall meet all applicable state and federal laws, rules and regulations, and accreditation standards, and all Medicare, Medicaid and third party payor program requirements. Contractor shall submit all Contractor Documentation to Hospice within three (3) working days after providing Contractor Services to a patient. Hospice shall have no obligation to provide work space, clerical assistance, supplies or assistance in the preparation of Contractor Documentation.
- d. **Responsible Contractor Staff Member.** Promptly upon initiating Contractor Services for a Hospice patient, Contractor shall assign and identify to Hospice a primary care giver/contact for each Hospice patient. Contractor shall not thereafter substitute such primary care giver/contact without good cause or without two (2) weeks prior written notice to Hospice. The Hospice nurse assigned to the Hospice patient and the designated Contractor staff member shall communicate verbally and through the patient's medical record to ensure that the needs of the Hospice patient are addressed and met 24 hours per day. All such verbal communications shall also be documented to the Hospice patient's medical record.
- e. **Notice of Change in Patient.** Contractor shall immediately notify the Hospice nurse if Contractor observes any significant change in a Hospice patient's physical, mental, social or emotional status, or clinical complications that suggest a need to alter the Hospice Plan of Care.

- f. **Staff Licensure and Credentialing.** Contractor shall assure that every individual who provides Contractor Services under this Agreement is appropriately licensed and credentialed, as required by law, and adheres to all applicable state, federal and local laws and regulations. Contractor shall retain sole responsibility for the day-to-day supervision and control of individuals fulfilling Contractor's obligations under this Agreement.
7. **Hospice's Rights and Responsibilities.** During the term of this agreement, Hospice shall have the following rights and responsibilities:
- a. **Provision of Hospice Services.** Hospice shall be responsible for providing all hospice services that are necessary for pain relief and symptom control relating to each Hospice patient's terminal illness and related conditions.
- b. **Retaining Overall Responsibility for Program and Services.** Hospice shall be responsible for professional management, coordination, and administration of its hospice program and the quality, availability, documentation, and overall coordination of the hospice services, in accordance with the patient's Hospice Plan of Care and in compliance with applicable federal, state, and local laws, rules and regulations, including all Medicare, Medicaid or commercial payor program requirements. The Hospice Administrator shall maintain responsibility for coordinating and administering the Hospice's hospice program.
- c. **Communication with Contractor Staff.** The Hospice nurse assigned to a Hospice patient shall communicate verbally and through the Hospice patient's medical record with the Contractor staff member designated under Section 5.4 to ensure that the needs of the Hospice patient are addressed and met 24 hours per day. All such verbal communications shall also be documented in the Hospice patient's medical record.
- d. **Evaluation of Contractor Performance.** The Hospice Director, in conjunction with the Hospice's Quality Assurance Director, shall perform regular audits of Contractor Documentation to verify that Contractor is fulfilling its responsibilities under this Agreement. Additionally, Hospice may accompany Contractor on up to four (4) patient visits per year and may interview patients, family or Hospice employees from time to time to assess whether Contractor Services are being provided in accordance with this Agreement.
- e. **Refusing Staff.** Hospice may refuse to accept care or services provided by any individual supplied by the Contractor, if the Hospice finds in its sole and unreviewable opinion that the care or services provided by that individual do not meet the standards required of the Contractor by this Agreement, or represents a threat to the health or safety of a Hospice patient, family member or Hospice employee. Hospice bears no authority or responsibility

with respect to the hiring, training or supervision of any individual performing Contractor's obligations under this Agreement.

- f. **Billing.** Hospice shall have exclusive right to bill patient and third party payors for Contractor Services provided under this Agreement. Neither Contractor nor its employees may bill or accept reimbursement from patients, third party payors. No reimbursement shall be sought by either party for goods or services which are appropriately considered donated free of charge. Any and all sharing of fees between any referring agency or individual and Hospice is strictly prohibited.

8. **Contractor Compensation.** As sole compensation for providing Contractor Services under this Agreement, Hospice shall pay Contractor the amount specified on Attachment A ("Contractor Compensation"). Hospice shall have no obligation whatsoever to pay Contractor Compensation unless:

- 8.1 Hospice has accepted the patient receiving Contractor Services, and the patient has been assigned to Contractor under this Agreement;
- 8.2 Contractor has submitted Contractor Documentation in accordance with Section 5.3;
- 8.3 Contractor Services were provided in accordance with all requirements of this Agreement such that Hospice is eligible to receive third party reimbursement for Contractor Services.

9. **Insurance.** Contractor shall maintain general liability and malpractice insurance, or shall be self-insured for same, with coverage limits no less than set forth on Attachment A. The Contractor shall provide proof of such insurance coverage upon Hospice's reasonable request. Hospice provides no insurance of any kind for injuries or losses to, or caused by the Contractor, its servants, employees, agents, or subcontractor. The Contractor shall provide such workers' compensation insurance as may be required by law for any person who performs any portion of the duties of the Contractor under this Agreement. Hospice shall maintain general liability and malpractice insurance, or be self-insured for same, at commercially reasonable liability limits, and shall provide Contractor with written evidence of same upon reasonable request. Contractor provides no insurance of any kind for injuries or losses to, or caused by Hospice, its servants, employees, agents, or other subcontractors. Hospice shall provide such workers' disability compensation insurance as may be required by law for any person who performs any portion of the duties of Hospice under this Agreement.

10. **Indemnification.** In the event any individual or organization asserts a claim against either party to this Agreement ("the Indemnified Party") based wholly or partly upon the actions or inactions of the other party ("the Indemnifying Party") under this Agreement, the Indemnifying Party shall indemnify the Indemnified

Party for all of the Indemnified Party's costs and expenses incurred as a result thereof, including payment of any settlement, judgment, award or other payment, as well as actual and reasonable fees, costs and attorney fees incurred in the defense of the claim, but only to the extent that such costs and expenses are not covered by the Indemnified Party's insurance coverage, and are not the result of the Indemnified Party's own willful negligence, fraud or misconduct.

11. **Relationship of the Parties.** This Agreement creates a relationship of independent contracting parties, and neither party shall be considered the employee, agent, or employer of the other. Each party shall select its own employees, shall perform all of its obligations by its own methods, without supervision of the other party, except as set forth in this Agreement and shall exercise independent judgment in the performance of its assigned tasks under this Agreement. Neither party nor its employees shall represent themselves to Hospice patients or to any other individual or agency, as the employee of the other party.
12. **Nonexclusively.** This Agreement shall not be considered exclusive, and either party may market its services to the general public.
13. **Nondiscrimination.** Neither party shall discriminate against any Hospice patient, family member or the other party's employees on the basis of race, color, national origin, religion, age, sex, height, weight, marital status, handicap, or any other basis prohibited by federal, state or local law.
14. **Records.** Until the expiration of four (4) years after the last date on which services are finished pursuant to this Agreement, Contractor shall make available upon written request to the Secretary or Comptroller General of HHS or of any of their duly authorized representatives, this Agreement, and any books, documents, or records that are necessary to certify the nature and extent of the services provided by Contractor under this Agreement, in compliance with Part 420, Subpart D of Chapter 42 of the Code of Federal Regulations.
15. **Confidentiality.** The parties shall perform their obligations under this Agreement in accordance with all state and federal laws pertaining to the confidentiality and disclosure of patient health information, including, but not limited the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
16. **Third Parties and Assignment.** This Agreement is for the benefit of Hospice and Contractor, and no other person shall be construed to be a beneficiary thereof. This Agreement may not be assigned by either party without the prior written consent of the other party, except that Hospice may assign this Agreement to a related entity without Contractor's prior written consent.
16. **Complete Agreement.** This written Agreement (including all attachments) reflects the complete agreement between the parties. Any previous written, oral

or implied contractual relationship between the parties is superseded by this Agreement. The terms of this Agreement may be amended only by written agreement of the parties.

17. **Pronouns and Headings.** Masculine, feminine and neuter pronouns in this Agreement shall be deemed to include each other, as the context and application of this Agreement may require. All headings and captions used in this Agreement are for convenience only, and shall not affect the meaning or interpretation of this Agreement.
18. **Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and all applicable sections of federal Medicare and Medicaid laws, and shall be interpreted as if mutually drafted by Hospice and Contractor.
19. **Notice.** Any notice required to be given to a party under this Agreement shall be given at the addresses listed on Attachment A, unless notice of a change of address is given in accordance with this Agreement. A notice required to be in writing shall be effective when delivered to the address listed on Attachment A, or, if mailed, at 5:00 p.m. on the second business day after it is deposited in the U.S. Mail, certified mail/return receipt requested, postage attached.
20. **Equal Employment Opportunity.** McLaren Home Care & Hospice is an affiliate of McLaren Health Care thus is considered a federal contractor and as a vendor or subcontractor you may be required to comply with the requirements of Executive Order 11246, Executive Order 13496, etc. which includes that "[t]his contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."

Signatures on next page.

The parties have caused their duly authorized representatives to sign below:

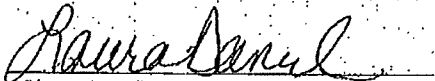
To Hospice:

McLaren Home Care & Hospice
Address: 761 Lafayette Avenue
Cheboygan, MI 49721
Phone: 231.627.2031
Attention: Laura Daniel

To Contractor:

Emmet County EMS
Address: 1201 Eppler Rd.
Petoskey, MI 49770
Phone: 231.776.1000
Attention: Laura Emery

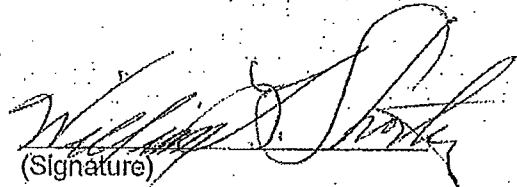
By:


(Signature)

Laura Daniel
(Printed Name)

President / CEO
(Title)

By:


(Signature)

William L. Shorter
(Printed Name)

Chairman
(Title)

ATTACHMENT A

INDEPENDENT CONTRACTOR Ambulance Transport Services

1. Contractor Name. The name of the Contractor is: Emmet County EMS
2. Contractor's EIN: 38-6004848
3. Term Start Date: The initial term of this Agreement begins on November 1, 2018.
4. Contractor Services. Contractor shall provide the following services to Hospice patients ("Contractor's Services"):

Emergent and non-emergent ambulance transport services as defined by Public Act 368 of 1978 as amended by the request of the Contractor 24 hours per day seven (7) days per week. The level of care needed for the transport will be determined by the contractor in conjunction with Medical Control, (either Basic Life Support (BLS) or Advanced Life Support (ALS) as determined by the criteria recognized by the State of Michigan in P.A. 368 of 1978 as amended.

5. Compensation. As compensation for providing Contractor Services under this Agreement, Hospice shall pay Contractor base rate of one hundred ninety five dollars (\$195.00) plus four dollars fifty cents (\$4.50) per mile for arranged transportation of patients. If the patient or patient family calls 911, ambulance charges will be the usual charge for a 911 call and billed to the patient. Arrangements for the patient's transportation will be made in advance whenever possible between McLaren Home Care & Hospice and Contractor.

6. Hospice:
McLaren Home Care & Hospice
Address: 761 Lafayette Avenue
Cheboygan, MI 49721
Phone: 231.627.2031
Attention: Laura Daniel

Contractor:
Emmet County EMS
Address: 1201 Eppler Rd.
Petoskey, MI 49770
Phone: 231.776.1000
Attention: Laura Emery

7. Insurance Coverage. All individuals performing services to Hospice patients under this Agreement shall maintain State certification, as applicable, licensure as an EMT. The Contractor shall maintain general liability and malpractice insurance covering each individual performing service under this Agreement having the following limits:

Malpractice:

Per occurrence \$100,000; aggregate \$300,000

General Liability:

Per occurrence \$100,000; aggregate \$300,000