

## Wound Care Physicians Scope of Work

### Vendor Responsibilities

Vendor agrees to provide physicians in the specialty area of Wound Care to the Facilities' residents in accordance with all applicable requirements of federal, state and local laws and regulations. The vendor and Facility recognize that the physician services provided by vendor physician ("Provider") are episodic consultative services and do not represent the outsourcing of the Facility's responsibilities to provide care. Vendor's services will include but are not necessarily limited to:

- a. Perform patient consultations and follow-up visits.
- b. Take part in Quality Assurance programs and other staff programs, as reasonably requested.

### Facility Responsibilities

Facility agrees to support Vendor's delivery of wound care services and commits to:

- a. Provide a dedicated nurse to round and communicate with the Provider and
- b. Make good faith efforts to accommodate regularly scheduled wound care rounds with Provider.
- c. Inform the resident's primary care provider of Provider's recommendations within 24 hours.
- d. Discuss recommendations / wound care plan with the Provider on the day of rounds
- e. For each resident requiring services, obtain a consultation order from the resident's primary care provider or attending provider.
- f. Grant the Provider rendering services with access privileges to the Facility's internet service and electronic health record.
- g. Respect the physician-patient relationship and allow the Provider, once consulted, to provide services and procedures to such resident as Provider determines to be medically necessary.

### Centers of Excellence

At the Facility's discretion, Facility and vendor will collaborate to establish the Facility as a Center of Excellence in Wound Care as defined by an ongoing relationship between Facility and vendor, the completion by the Facility's Wound Care Nurse of a wound education curriculum, and the continuous attainment of wound hospitalization rate below 1%.

### Insurance and Indemnification

Vendor agrees to maintain professional liability insurance in amounts required by the laws of the state.

Each party agrees to defend and indemnify the other party and its officers, directors, employees and agents against, and hold the same harmless from, any and all liability, losses, damages, obligations, judgments, claims, causes of action and expenses (including court costs and attorneys' fees) resulting from or arising out of, directly or indirectly, the negligent or intentional act or omission of the indemnifying party or any of its officers, directors, employees and agents. Each party shall bear its own expenses, costs, and any settlements related to any claim that may arise regardless of which party is found to be at fault. This provision shall survive the termination of this Agreement.

### Records

Vendor shall prepare and maintain medical records in its electronic medical record concerning Facility's residents receiving services under this Agreement as required by applicable federal and state laws, rules, and regulations and make a copy of these records available to the Facility. Patient medical records shall be retained by Facility and Provider for a minimum of six (6) years.

### Notice

Notice shall be deemed properly given: 1) on the date of hand-delivery; or 2) one day after sending via certified mail, return receipt requested, to the address provided above for the Facility, or to 3601 Southwest 160th Ave, Suite 250, Miramar, FL, 33027, Attn: Legal, for notices sent to Vohra.

### Confidentiality Laws/HIPAA Compliance

Facility and Provider shall comply with all applicable federal and state laws, rules, and regulations governing the privacy of personal health information. The parties acknowledge and agree that each is a covered entity under HIPAA and that they are in an Organized Health Care Arrangement ("OHCA") as such term is defined in HIPAA. The parties further agree that as covered entities that participate in an OHCA, Facility's notice of privacy practice to its residents shall serve as the joint notice of privacy practice required under 45 CFR § 164.520.

### Billing

The contractor will bill and accept third party payments, when available, as full payment for resident services performed. Where no third-party billing is possible, the Contractor will bill the Indiana Veterans' Home per the Medicare Physician Fee Schedule and invoice the state for approval, audit, and payment on a monthly invoice. Proof of filing and rejection of any third-party insurance for services must accompany invoice for payment where no third-party billing is possible. IVH will provide information regarding each IVH resident sufficient to allow the Contractor to process third-party claims. Information to include but not limited to Medicare and Medicaid numbers, date of birth, etc.