

**CLEARVIEW
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into on _____, 201__ (“Effective Date”) by and between **DODGE COUNTY, WISCONSIN d/b/a CLEARVIEW** (“Clearview”) and _____ (“Resident”).

RECITALS

Clearview and Resident acknowledge the following:

A. Clearview is owned by Dodge County, Wisconsin owns and operates a skilled nursing Clearview located at 198 County DF in Juneau, Wisconsin 53039, that provides individuals with nursing care.

B. Resident has provided Clearview with the information and documentation required for admission to Clearview.

C. Clearview desires to admit Resident to Clearview and Resident desires to be admitted to Clearview pursuant to the terms, conditions and legal obligations of this Agreement.

AGREEMENTS

In consideration of the Recitals and the agreements below, Clearview and Resident agree as follows:

1. Admission.

(a) Admission Date. As of _____, 201__ (the “Admission Date”), Clearview agrees to admit Resident and to provide general nursing care, room and board, and other health care services according to the terms of this Agreement.

(b) Admission Information. Prior to admission, Resident shall participate in Clearview’s admission process, which includes, but is not limited to, the requirements set forth below. Resident warrants that all statements made and information provided during the admission process, including the Confidential Financial Statement, which forms part of this Agreement and is attached as **Exhibit A**, are true and correct. Resident understands that Clearview is entitled to rely on the information provided during the admission process, including financial information, and may terminate this Agreement if Resident provides incomplete, false or misleading information. Clearview reserves the right to reject applications for admission.

(i) Examinations. Resident shall provide Clearview with appropriate physician orders, information regarding Resident’s current medical condition and diagnosis, and an initial plan of care from Resident’s physician. Resident shall provide

Clearview with medical records concerning a physical examination performed within 15 days before admission.

(ii) Communicable Diseases. Resident shall provide or consent to appropriate screenings to confirm that Resident is free of communicable diseases.

(iii) Assessment. Resident shall participate in the completion of a resident assessment conducted by Clearview and authorize the release of any information required by Clearview to conduct the assessment.

(iv) Financial Information. Resident shall submit a financial statement and supporting data on the forms furnished by Clearview.

(v) Other Information. Resident shall provide any other information necessary for Clearview to assess Resident for admission upon request by Clearview.

(c) Selection of Providers. Although Clearview employs a medical director and staff physician, Resident may choose an alternate physician, dentist or podiatrist at any time by giving Clearview adequate advance notice. Such providers shall comply with applicable Clearview policies, procedures and all rules of local, state and federal governments. If providers do not comply with such requirements, Clearview will notify Resident and Resident shall be required to select an alternate provider.

2. Services.

(a) Basic Services. The basic daily rate includes room and board, general nursing services, physician, psychiatrist, social services, an activity program, housekeeping services, snacks as needed and permitted by diet, dietary services, standard equipment, personal hygiene items and religious services on the premises. If Resident's care is reimbursed by the Medicare Program ("Medicare") or the Wisconsin Medical Assistance Program ("Medicaid"), the daily rate may also cover other services as determined by those programs.

(b) Additional Items and Services. Attached to this Agreement as **Exhibit B** is a listing of the additional items and services that are not included in the basic daily rate, but are regularly available for purchase. Resident shall promptly pay all charges for additional items and services requested by Resident or ordered by Resident's physician.

(c) Outside Medications. Clearview will arrange for and provide Resident with any necessary pharmaceutical products, including over-the-counter medications. Resident is not permitted to bring any pharmaceutical products into Clearview. Clearview uses a "unit dose" system to dispense medications, all of which are ordered by a physician. Resident may use a pharmacy of his or her choice as long as such pharmacy complies with Clearview's policies and procedures and all state and federal statutes and regulations.

(d) Resident Acknowledgment Regarding Independent Contractors and Educational Programs.

(i) Independent Contractors. Resident acknowledges that Clearview has independent contracts or other independent arrangements with a number of individuals or entities who provide services and/or supplies to residents. Information from Resident's medical record will be shared with these providers only when and if Resident needs these services and only to the extent needed for Resident's care. Independent providers are themselves responsible for the performance of their activities or any related problems and Clearview shall not be responsible for their acts or omissions.

(ii) Educational Programs. Clearview may participate in various educational programs. Resident is advised that students involved in such educational programs may be involved in a variety of activities, which could include attending examinations of residents, performing assessments and reviewing resident medical records. If Resident does not want to participate in an educational program, Resident may refuse at any time.

(e) Consent to Treatment. Resident consents to the general nursing care provided by Clearview. Clearview recognizes the right of Resident to be fully informed of his or her medical condition. Resident has the right to refuse treatment to the extent permitted by law and to be informed of the medical consequences of such refusals. In the event of an emergency, Clearview shall notify Resident's physician, but if such physician is unavailable, Clearview shall make arrangements for other physicians to furnish emergency medical care.

(f) Representative Payee. If Resident fails to pay amounts due Clearview, and continues to be behind on such payments for thirty (30) days after written notice by Clearview, Resident hereby authorizes Clearview to be the: (i) representative payee of any social security benefit that Resident has a right to receive, or (ii) alternate payee of any pension plan benefit that Resident has a right to receive, without further action by either party and without notice from Clearview. Clearview may apply amounts received pursuant to this section to Resident's outstanding balance, and, if any benefit amounts remain, to current charges owed by Resident.

3. Rates.

(a) Private Pay.

(i) Basic Daily Rate. If Resident is "Private Pay," meaning Resident's care is not reimbursed by Medicare or Medicaid, Resident shall pay the initial basic daily rate set forth on the signature page of this Agreement beginning on the Admission Date. This basic daily rate is determined by the level of services Resident requires, and is subject to change if Resident requires a different level of care or Clearview changes its rates. If Resident has private insurance, Clearview will, upon Resident's request, complete and submit insurance claims for services up to two times per month. However, Clearview does not accept responsibility for collecting claims or interpreting

policies or coverage. Resident is responsible for payment of any denied or uncovered claims. Attached to this Agreement as **Exhibit B** is a listing of the private pay rates and levels of services.

(ii) Charges for Additional Items and Services. Resident shall be responsible for paying any charges for items and services not included in the basic daily rate that are requested by Resident or ordered by Resident's physician.

(b) Medicare Reimbursement.

(i) Medicare Payment. If Resident's stay qualifies for Medicare Part "A" reimbursement, Clearview will be reimbursed by Medicare for Resident's care that qualifies as "skilled care"; provided, however, that Resident is responsible for paying all applicable co-payments and supplemental insurance premiums.

(ii) Charges for Noncovered Services. Resident shall be responsible for paying any charges for items and services not covered by Medicare, as required or as allowed by Medicare.

(iii) Denial or Exhaustion of Medicare Coverage. Resident is required to ensure that full payment is made in a manner consistent with Clearview requirements if Medicare eligibility coverage is denied or exhausted.

(c) Medicaid Reimbursement.

(i) Advance Notification Regarding Depletion of Funds. For purposes of properly coordinating Medicaid benefits, Resident shall inform Clearview's Social Services Department before his or her funds are down to approximately two months' worth of private pay expenses. At this time, Resident is required to promptly apply for Medicaid benefits. Failing to provide Clearview with the notice required in this section and/or failing to promptly file and cooperate in obtaining Medicaid benefits may result in the termination of this Agreement.

(ii) Medicaid Payment. If Resident is a Medicaid beneficiary, Clearview will bill and be reimbursed by Medicaid for Resident's care that is subject to Medicaid coverage. Resident must apply Resident's sources of monthly income including, but not limited to, social security and pension benefits, minus the allowances permitted by law, toward all Medicaid-covered services and supplies. The applied income shall be paid to Clearview by the 20th day of each month.

(iii) Charges for Noncovered Services. Resident shall be responsible for paying any charges for items and services not covered by Medicaid, as required or allowed by Medicaid. Such noncovered services may include, but are not limited to, some pharmaceuticals, transportation, cosmetics, beautician and barber services, optical services, podiatry services, massage therapy, physical therapy, occupational therapy, speech therapy and central supply items furnished through Clearview.

(iv) Denial of Medicaid Coverage. If the State of Wisconsin determines that Resident is ineligible or has otherwise illegally obtained Medicaid, Resident will be responsible for the payment of care and services rendered by Clearview that are not subsequently covered by Medicaid.

4. Payment.

(a) Initial Payment. Any applicable initial payment shall be made prior to Resident's admission to Clearview.

(b) Statement of Charges. Clearview will mail or hand-deliver to Resident a monthly statement of charges at the beginning of each month. The statement will reflect any charges for additional items or services that were requested or ordered for the prior month, room and board for the current month and any unpaid prior balances. If Resident's stay is covered by Medicaid, the invoice will indicate the Resident's monthly contribution amount. Full payment of the statement balance is due on or before the 20th day of each month. Balances remaining after the 20th day of the month are considered delinquent.

(c) Delinquent Accounts. If the statement balance remains unpaid for 45 days following the initial billing statement, Clearview may send Resident a past due notice instructing Resident to make payment immediately or to contact Clearview's Financial Services Office to arrange a payment plan that is satisfactory to Clearview. If no payment or payment arrangements have been made within thirty (30) days of the past due letter, a certified letter will be sent requiring payment or the arrangement of a payment plan that is satisfactory to Clearview. If no payment or payment plan has been arranged within 30 days of the certified past due letter, then a thirty (30)-day discharge letter may be issued.

(d) Duration of Charges. Charges will be maintained through the date of discharge, except in the case of hospitalization or death, when the bed hold policy may apply, as set forth in this Agreement.

5. Adjustments to Fees and Services.

(a) Changes in Charges. Clearview shall inform Resident in writing at least sixty (60) prior to an increase in the basic daily rate or the charges for additional items and services. Resident's failure to terminate this Agreement within thirty (30) days after receipt of a rate increase notice constitutes consent to continue this Agreement under the new rates.

(b) Change in Condition. If Resident has a change in condition or engages in behavior that Clearview deems detrimental to Resident's health and/or safety or the health and/or safety of any other resident or staff member at Clearview, Clearview may modify the services provided to Resident and the corresponding fees without advance notice to Resident. Resident shall agree to change his or her care plan to reflect such changes.

6. Transfers Within Clearview.

(a) Requests for Transfer to Another Room. Residents may request a transfer to another room within Clearview if another room becomes available. Clearview shall, in its sole discretion, grant or deny such requests for transfer.

(b) Transfers for Medical or Welfare Reasons. Prior to any transfer between rooms or beds within Clearview, Resident shall be given reasonable notice and an explanation of the reason for the transfer. Transfer of Resident between rooms or beds within Clearview will be made only for medical reasons, Resident's welfare or the welfare of other residents, or as otherwise permitted by law.

7. Discharge Outside of Clearview.

(a) Discharge by Resident. If Resident decides to transfer to another Clearview household or otherwise leave Clearview, Resident shall provide Clearview with advance written notice, assurance that an adequate plan for Resident's care has been made, and pay Clearview all accrued charges.

(b) Discharge by Clearview.

(i) Discharge with Advance Notice. Clearview may terminate this Agreement at any time for any of the following reasons by giving Resident at least 30 days' advance written notice.

[a] Request. Upon the request or with the informed consent of Resident.

[b] Nonpayment. For nonpayment of charges, following reasonable opportunity to pay any deficiency. Nonpayment applies if the resident does not submit the necessary paperwork for third party payment or after the third party, including Medicare or Medicaid, denies the claim and Resident refuses to pay for his or her stay.

[c] Health and Welfare. If Resident's transfer or discharge is necessary for Resident's welfare and Facility cannot meet Resident's needs.

[d] Medical Reasons. For medical reasons as ordered by a physician.

[e] Medical Emergency. In case of medical emergency or disaster.

[f] No Need for Nursing Home Care. If Resident does not need nursing home care.

[g] Short-Term Care Period Expired. If the short-term care period for which Resident was admitted has expired.

[h] Other Reasons. As otherwise permitted by law.

(ii) Discharge without Advance Notice. Clearview may terminate this Agreement at any time, without thirty (30) days' advance written notice, if the safety of individuals in the Facility is endangered due to the clinical or behavioral status of Resident or if the health of individuals in Facility would otherwise be endangered.

(c) Alternate Placement. Except for discharges for nonpayment of charges or medical emergencies or disasters, Resident will not be involuntarily transferred or discharged unless an alternative placement has been arranged for Resident.

(d) Vacating.

(i) Meaning of Vacate. Upon Resident's transfer or discharge from Clearview, Resident shall vacate his or her room within twenty-four (24) hours, which shall include, but is not limited to: vacating his or her room and removing all of his or her personal property from Clearview.

(ii) Failure to Vacate. If Resident fails to remove his or her personal property, Clearview may remove and store the personal property. If Clearview stores such personal property for more than 30 days, Clearview may charge Resident a reasonable fee for such storage. If Clearview stores the personal property for more than thirty (30) days, Clearview will have the right to sell the personal property and retain the proceeds from the sale.

8. Refunds. Clearview will refund any prepaid fees within thirty (30) days of discharge. Clearview has the right to reduce any refunds by (a) the amount of any unpaid fees or other charges that Resident may owe Clearview under this Agreement not paid at the time of discharge by another payer; (b) the cost of any repairs to Resident's room not caused by normal wear and tear; (c) the cost of any repairs to Clearview property damaged by Resident or Resident's visitors; and (d) any expense Clearview incurs to remove and/or store any of Resident's personal property that was not removed when Resident vacated his or her room. All refunds are payable without interest.

9. Resident's Property Rights and Obligations.

(a) No Management or Property Interest. This Agreement shall give Resident no property rights in Clearview, or any of Clearview's assets, and no management interest in Clearview. In addition, Resident shall have no right to any of Clearview's personal property, including furnishings and fixtures provided by Clearview in Resident's room or in the common areas.

(b) Liability for Damage.

(i) Resident Liability. Resident shall indemnify and hold Clearview harmless from all claims, damages, liabilities and expenses, including attorneys' fees, resulting from injury to any person(s) and damage to any property caused by or in any way connected with a negligent or intentional act or omission of Resident or any of Resident's family or other guests.

(c) Resident's Insurance. Clearview strongly recommends that Resident obtain, at Resident's own expense, insurance for the replacement value of Resident's personal property. If Resident chooses not to obtain such insurance, Resident is at personal risk.

10. Personal Storage.

(a) Storage Availability. Resident has the right to retain and use personal property, as space permits, in a reasonably secure manner. Limited storage space will be provided in Resident's room to store personal property. However, Clearview is not responsible for the loss or damage of Resident's property including, but not limited to, eyeglasses, dentures and hearing aids, due to theft, fire or any other causes. Resident is responsible for obtaining any desired insurance coverage to protect against such losses. Notwithstanding the foregoing, Clearview acknowledges that certain state and federal regulatory requirements impose certain obligations with respect to investigations into the theft of resident property.

(b) Removal of Personal Property. Clearview reserves the right to require Resident to remove from Clearview any personal property which violates local, state or federal laws, rules or regulations or infringe on the rights of other residents. Resident is responsible for removing all personal property when vacating his or her room, in accordance with this Agreement.

11. Clearview Policies.

(a) Resident Policies. Resident has the responsibilities set forth in **Exhibit C** of this Agreement and shall abide by the policies and procedures of Clearview as they now exist and as they may later be amended (attached as **Exhibit D**). Resident acknowledges and agrees that Clearview may amend any policies and procedures from time to time in its sole discretion.

(b) Obtain Outside Assistance. At any time Resident's resources are not adequate to meet his or her financial obligations under this Agreement, Resident shall make every reasonable effort to obtain such outside assistance as may be available.

(c) Treatment of Personnel. Resident shall respect the cultural diversity of Clearview personnel and treat all Clearview personnel with respect, dignity and courtesy.

(d) Resident's Rights. Resident shall have the specific rights enumerated in the attached **Exhibit E**.

(e) Smoking. Smoking is not permitted in Resident's room or anywhere on the Clearview grounds, except in personal vehicles.

(f) Visitors. All Resident visitors shall comply with Clearview's policies.

(g) Advance Directives and CPR Policy.

(i) Advance Directives. Clearview strongly suggests that Resident have advance directives in place in the event Resident becomes incapacitated. Advance directives include, but are not limited to, living wills, powers of attorney for health care and do not resuscitate orders. Resident shall notify Clearview and promptly provide copies of such advance directives to Clearview.

(ii) CPR Policy. It is the policy of Clearview to initiate CPR for any resident who suffers cardiopulmonary arrest, unless: [a] Resident has previously provided to Clearview a valid do not resuscitate order; [b] Resident shows obvious signs of clinical death; or [c] initiation of CPR could cause injury or peril to the responding Clearview staff member.

(h) No Agreement for Lifetime Care. Clearview does not undertake or agree to maintain Resident for life, nor does Resident undertake any obligation to remain in Clearview for life.

(i) Minimum Data Set. Resident acknowledges that, as required by the Centers for Medicare and Medicaid Services, Resident's clinical data will be electronically transmitted to the Division of Quality Assurance.

12. Miscellaneous.

(a) Nature of Agreement. This Agreement is not a lease, as Resident's occupancy of Resident's room is incidental to Clearview's provision of medical and geriatric services. Resident's rights are limited to the rights and privileges granted under this Agreement. This Agreement does not involve the purchase of insurance.

(b) Release from Obligations. Any termination of this Agreement shall terminate Clearview's obligation to furnish services to Resident, and, upon payment of any refund provided for above, Clearview shall be discharged from any further obligations under this Agreement.

(c) Notices. All notices given under this Agreement must be in writing and addressed to Clearview at the administrative office of Clearview or to Resident at Clearview. Such notices will be effective when personally delivered or when deposited in the U.S. Mail, first-class postage prepaid.

(d) Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended only by an agreement in writing signed by an authorized representative of Clearview and Resident.

(e) Assignment. Clearview reserves the right to assign this Agreement without Resident's consent.

(f) Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

(g) Headings and References. All article and section headings used in this Agreement are provided only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

(h) Entire Agreement. This Agreement, including all attachments, is the entire agreement between Clearview and Resident and supersedes any and all other agreements, either oral or written, between Clearview and Resident with respect to the subject matter of this Agreement.

(i) Waiver. The failure of either Resident or Clearview to demand, in any one or more instances, the performance of any of the terms and conditions of this Agreement will not be construed as a waiver or a relinquishment of any right granted under this Agreement or of the future performance of any provision of this Agreement.

(j) Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability (i) will not affect any other provision of this Agreement, (ii) the remaining provisions of this Agreement will remain in full force and effect, and (iii) any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable.

(k) Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, all of which together shall be deemed to be one and the same instrument.

(l) Resident Representative. If applicable, this Agreement shall be signed by the person legally responsible for making health care decisions on behalf of Resident (*e.g.*, health care power of attorney or guardian of the person) and any person who has legal access to the income and/or financial resources of Resident (*e.g.*, financial power of attorney or guardian of the estate) (collectively "Resident Representative"). The term "Resident" as used in this Agreement shall be construed to mean "Resident and Resident Representative" unless the context does not so permit.

(m) Additional Documents. Resident acknowledges that he or she has received the following additional documents, which are attached to and incorporated into this Agreement.

<p>DODGE COUNTY, WISCONSIN d/b/a CLEARVIEW</p> <p>BY: _____ Name: _____ Title: _____ Date: _____</p> <p><u>Receipt of:</u> Service Agreement Exhibits A through G</p> <p>Resident Basic Daily Rates (Exhibit B)</p>	<p>RESIDENT</p> <p>_____ Signature</p> <p>Name: _____</p> <p>Date: _____</p> <p>RESIDENT REPRESENTATIVE (Health Care)</p> <p>_____ Signature</p> <p>Name: _____</p> <p>Authority (<i>e.g.</i>, power of attorney for health care, guardian of the person): _____</p> <p>Date: _____</p> <p>RESIDENT REPRESENTATIVE (Financial) In addition to understanding the terms of this Agreement, I acknowledge that I have legal access to the income and/or financial resources of Resident. I understand Resident is obligated to make monthly payments to Clearview for his or her care. As a Resident Representative of Resident, I understand that I am required by law to use Resident's funds to make these payments. I further understand that I may be liable to Clearview if I fail to make these payments. However, I understand that the Agreement does not require me to use my personal funds to pay for Resident's care.</p>
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	<p>_____ Signature</p> <p>Name: _____</p> <p>Authority (<i>e.g.</i>, power of attorney for finances, guardian of the estate): _____</p> <p>Date: _____</p>
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EXHIBIT A

CONFIDENTIAL FINANCIAL STATEMENT

PLEASE NOTE: Copies of Medicare, Medicaid, insurance cards, and social security cards must be submitted prior to admission.

When paying for my stay at Clearview, I have the following sources of income (provide copies):

_____ Medical Assistance #: _____ Private Pay Status
_____ Medicare #: _____ Other: _____

Do you have a Power of Attorney for Finances: Yes ___ No ___. If yes, please provide name of agent: _____

Are you enrolled in Medicare Part A?¹ Yes ___ No ___. If you are not eligible, do you have an equivalent insurance policy? Yes ___ No ___.

Do you have a supplemental Medicare policy ("Medigap")? Yes ___ No ___.

BED HOLD

If Resident is temporarily absent from Clearview for hospital treatment, therapeutic treatment or to participate in a therapeutic rehabilitative program, Clearview will hold Resident's bed in accordance with the following provisions:

Medicaid Residents. If a Medicaid resident expresses to Clearview an intention to return, Clearview will hold Resident's bed for up to 15 days, beginning the first day Resident is considered absent from Clearview. Clearview will continue to hold Resident's bed after the 15th day if Resident so requests and agrees to pay [SNF: 60%; CBIC: 100%; CBH: 100% of base rate; IID: 60%] of Resident's usual daily rate for each additional day Resident's bed is held. If Resident chooses not to have the bed held beyond the 15th day but later desires to be readmitted to Clearview, Resident may be readmitted upon the next available room.

Private Pay and Medicare Residents. Clearview will hold a Private Pay or Medicare Resident's bed for the period of Resident's absence if Resident provides Clearview with a properly documented written request for a bed hold and agrees to pay [SNF: 60%; CBIC: 100%; CBH: 100% of base rate; IID: 60%] of Resident's usual daily rate during the period of absence. If Resident chooses not to have the bed held but later desires to be readmitted to Clearview, Resident may be readmitted upon the next available room.

Discontinuance of a Bed Hold. Bed hold charges will be assessed until Clearview is notified in writing that Resident no longer wishes to hold the bed, or that Resident will not be returning to

¹ Note: You do NOT have Medicare Part A if you have a Medicare Advantage plan.

Clearview. In addition, the bed hold will be discontinued if Resident is involuntarily discharged or transferred from Clearview.

Do you have long-term care insurance? Yes ___ No ___

Name of Insurance Company: _____

Primary Insurance: _____ Secondary Insurance: _____

MAIL

Resident requests that business mail be forwarded to the person Resident hereby designates responsible for Resident's mail.

Person Responsible

Address

____ I will handle my own business mail.

PERSONAL FUNDS

Authorize Personal Account. Resident may open a personal, interest-bearing account at Clearview. By opening such an account, Resident will be authorizing Clearview to hold such funds. Resident is not required to open a personal account. Please indicate whether Resident would like to open a personal account: ___Yes ___No

Authorize Dispensing. If Resident elects to open a personal account, he or she may authorize Clearview to dispense funds from the account as requested. Please indicate whether Resident wishes that funds be dispensed from the account: ___Yes ___No

Withdrawal Limit: If Resident elects, he or she may specify a maximum amount that may be withdrawn per [DAY, WEEK, MONTH?]. If Resident does not wish to set a maximum withdrawal amount, please enter "0." \$_____.

Monthly Statement. If Resident elects to open a personal account, Clearview will provide a monthly account statement. Please indicate to whom the monthly account statement should be sent: _____

Name and address

____ Clearview is delegated the responsibility of managing my financial affairs (including personal allowances under Federal and State programs) and may open an account at Clearview as Representative Payee.

ACKNOWLEDGEMENT

By signing this form, I represent and warrant that the above information is true and correct and accurately reflects my financial condition and the resources that are available to pay for my care. I understand that

Clearview will be relying on the information provided and may terminate any and all agreements with me, if I provide false or misleading information. I further give Clearview permission to verify the information provided. I also understand that I may be required to provide supporting documentation regarding the financial data I have provided and provide updated and supplemental financial information and agree to do so upon request. I believe I have adequate resources to meet my financial responsibilities, including those that I will incur if I am accepted into Clearview.

Signature of Prospective Resident

Date

ASSET QUESTIONNAIRE

**Does resident have Medicaid? ___ Yes ___ No
(If resident has Medicaid, disregard Asset Questionnaire)**

Monthly Income (include spouse)	Amount (per month)
Social Security	\$
Veterans Benefits	\$
SSI (Supplemental Security Income)	\$
Alimony	\$
Unemployment Compensation	\$
Pension	\$
Retirement Plans	\$
Disability Plans	\$
Total Monthly Income	\$

Assets (include spouse)	Amount
Checking Accounts	\$
Savings Accounts	\$
Cash on Hand	\$
Stocks	\$
Bonds	\$

Liabilities (include spouse)	Amount
Credit Cards	\$
Taxes	\$
Medical Bills	\$
Loans	\$
Health Insurance Costs	\$
Other:	\$

TRANSFER OF ASSETS. Identify any assets worth more than \$5,000 that you (or your spouse) have given away or sold for less than fair market value within the last five (5) years.

Description of Asset or Item: _____

Recipient: _____

Date of Gift or Sale: _____

Total Market Value: _____

Amount Received: _____

LIFE INSURANCE

Do you have life insurance? Yes_____ No_____. If yes, provide the following:

Cash Value: _____

Face Value: _____

Insurance Company Name: _____

Date Issued: _____

Please return to Business Office within 14 days.

Signature

Date

EXHIBIT B

**BASIC DAILY RATES AND LISTING OF
ADDITIONAL ITEMS AND SERVICES AVAILABLE FOR PURCHASE**

The following outlines the daily rate for services and the items and services that are not included in the basic daily rate and are subject to additional charges. The charges for any additional items or services you request will be included in your monthly statement of charges and you will be responsible for payment in full. Note Clearview will not provide any of these items or services unless you specifically request that they be provided. Please note that this listing may change from time to time.

Daily Private Pay Rates - effective January 1, 2018

Individuals with Intellectual Disabilities	\$299.00
Skilled Nursing Care	\$299.00
Clearview Behavioral Health	Rates may be obtained by calling the Director of Finance at (920) 386-3428
Clearview Brain Injury Center	Rates may be obtained by calling the Director of Finance at (920) 386-3428

Beauty and Barber Services

<u>Service</u>	<u>Cost</u>	<u>Service</u>	<u>Cost</u>
Beard Trim	\$3.00	Scalp Treatment Only	\$5.00
Haircut	\$8.00	Scalp Treatment with Set	\$12.75
Hair Color Only	\$12.00	Set Only (no comb out)	\$3.50
Hair Color with Set (residents supply their own hair color)	\$19.50	Shampoo Only	\$2.50
Permanent	\$32.00	Shampoo, Set and Style	\$8.50
Permanent Plus	\$38.00		

Massage Therapy

<u>Service</u>	<u>Cost</u>
20 minutes	\$30.00
30 minutes	\$40.00
45 minutes	\$50.00
60 minutes	\$60.00

Medical Transportation: \$10.00 per trip charge plus \$1.00/mile

Fee for Returned Check: \$30.00

EXHIBIT C

CLEARVIEW POLICIES

1. Financial Information.

(a) Release of Information/Assignment of Benefits.

You and/or your Resident Representative are responsible for any charges not covered by Medicare, Medicaid or private insurance, which includes any deductibles applied to services provided by Clearview. With your consent, our Financial Services department will accept payments of covered Medicare, Medicaid or private insurance benefits on your behalf.

By signing this Agreement, you certify that the information given by you and/or your Resident Representative in applying for payment under Title XVIII (T-18/Medicare) or Title XIX (T-19/Medicaid) of the Social Security Act or private insurance is correct.

You authorize any holder of medical or other information about yourself to release to Clearview, the Social Security Administration or its intermediaries or carriers any information needed for professional or claims purposes. You also authorize the release of any information by Clearview for professional or claims purposes as well as other care providers such as home health care services.

(b) Medicaid.

The Medicaid program provides payment under strict guidelines for many of the services and supplies required in caring for you. Application for Medicaid (T-19) does not guarantee eligibility. If the County Economic Support Specialist determines that you do not meet the specific financial or level of care criteria you will be held responsible for payment for all care and services rendered by Clearview. A list of basic services and supplies provided to you under Medicaid is provided upon request. **Exhibit B** lists the additional items and services which are available to you for purchase and the associated fees.

(c) Private Pay. Clearview agrees to provide certain basic services and supplies to you in exchange for the payment of a daily rate. Your daily rate is determined by the level of services Clearview provides to you. This rate is subject to change if you require a different level of care or if the rates change.

(d) Medicare. The Medicare program provides medical benefits under strict guidelines and on a very limited basis. Medicare coverage is not guaranteed and Medicare claims are regularly being monitored to make sure Medicare guidelines are being met. If all requirements are met, you may have 20 days of coverage under Medicare with Medicare paying for covered services. After the first twenty (20) days, you may be eligible for more coverage—up to eighty (80) additional days—if requirements are met, but you must pay a substantial coinsurance amount for each day. When Medicare coinsurance is applicable, you are responsible to pay the coinsurance amount when it is billed. You have the right to “demand bill” if you do not agree with the determinations made by Medicare. Contact Financial Services for information concerning which services are covered by Medicare and which are not.

(e) Payment of Services. You have an obligation to ensure that Clearview is paid upon receipt of the statement of charges for services rendered. Payment should be made by check payable to Clearview, delivered to Clearview's Financial Services department. If financial questions arise regarding insurance benefits, long-term ability to cover financial needs, etc., you should contact Clearview's Financial Services department for financial counseling. It is in your best interest to seek financial counseling whenever questions arise.

Clearview will not require a third-party guarantee of payment to Clearview as a condition of admission to or retention at Clearview.

(f) Terms of Admission. Clearview will not ask you to delay or in any other way waive your rights to Medicare or Medicaid benefits as a condition of this Agreement.

2. Care Information. If you are a new resident, your physician is required to visit you once per month for the first three months of your stay. After three months, your physician will generally visit you every other month. You may arrange for an alternate visitation schedule in which you will be seen only when medical attention is necessary, but the schedule must include at least one annual exam.

Your physician may also employ the services of a nurse practitioner who can visit Resident on alternate physician visits, issue orders and keep your physician informed of your health status.

If you receive Medicare or Medicaid benefits, Clearview will follow the Medicare/Medicaid guidelines for physician visits.

(a) Influenza Vaccination. Influenza is a serious disease, especially for the elderly. Such respiratory diseases are also highly contagious, which becomes a difficult situation in a health care center. Our staff physicians recommend that residents receive the influenza vaccine, unless medically contra-indicated, in which case the physician will order that the vaccine not be given. As part of the admission process into Clearview, you will be asked if you would like to receive an annual influenza vaccine.

(b) Exposure to Blood, Tissues or Bodily Fluids. It is Clearview's intent to provide a safe living and working environment. In the interest of our residents and employees, and in accordance with the standards adopted by the Occupational Safety and Health Administration ("OSHA"), if a Clearview staff member is exposed to your blood, tissues or bodily fluids, you will be asked to consent to the drawing of a blood sample. The purpose of the blood draw is to test for HIV/HBV/HCV. The results of these tests will be kept confidential; however, these test results may be released without your consent to the staff member who has been significantly exposed.

(c) Emergency Health Care Services. Care planning in relation to sudden illness should begin as part of the admission process. You acknowledge receipt of Clearview's written policy related to the use of life-sustaining procedures, CPR and comfort measures.

You authorize Clearview to obtain emergency health care services when services are required and your health care provider or alternate is unavailable.

(d) Injury to Resident. In case of injury to you, Clearview is to have the right (but not the obligation) of subrogation for all its expenses incurred by the reason of such injuries and shall have the right, in your name or otherwise, to take all steps necessary to enforce the payment of such expenses by those responsible for such injuries.

(e) Cardiopulmonary Resuscitation (“CPR”). Clearview will initiate CPR for any resident who suffers cardiopulmonary arrest, unless: (i) the Resident has previously provided to Clearview a valid do not resuscitate order; (ii) the Resident shows obvious signs of clinical death; or (iii) initiation of CPR could cause injury or peril to the responding Clearview staff member.

(f) Dietary Services. A dietitian will meet with you to review your dietary needs and preferences soon after you arrive. The dietitian will also monitor your nutritional status throughout your stay and make recommendations as necessary.

3. Miscellaneous Policies.

(a) Electrical Appliances. To ensure the safety of all residents in Clearview, you agree to obtain prior approval from Clearview before bringing on the premises any electrical appliances or other items that Clearview determines in its sole discretion pose a risk of causing burns (e.g., electrical appliances, electric cords, heating pads or electrical blankets).

(b) Identification Photographs. Clearview may take your photograph upon admission. Clearview will use the photograph to assist staff or others in identifying you. In the case of an unauthorized absence from Clearview, Clearview will give this photograph to the proper authorities for purposes of identification.

(c) Educational Programs. Clearview cooperates in various educational programs. Please be advised that students involved in educational or training programs affiliated with Clearview may attend your examinations and review your medical records. If you do not want to participate in an educational program, you may refuse at any time.

(d) Food and Alcohol. You and your family may bring in food if first checked in at the nurse’s station. This requirement is to assure proper storage and consideration of your dietary restrictions. You may be permitted to consume alcoholic beverages with a physician’s order. All alcohol must be stored and labeled at the nurse’s station.

Consumption of alcoholic beverages is allowed with a physician’s order. All alcohol must be stored and labeled at the nurse’s station.

(e) Laundry Services. As part of your basic daily rate, your clothing will be washed, dried, and labeled. Our industrial strength washers and dryers can cause damage to fine materials such as 100% silk, wool, acrylic and cotton, so please make appropriate arrangements for the laundering of such items. We will use our best judgment when determining whether worn or tattered clothing articles should be discarded.

Although you may not wish certain clothing items to be sent to our laundry department, some items may be inadvertently sent through our laundry system.

(f) Examination of State Inspection Survey Results. Government agencies routinely survey all Wisconsin nursing facilities for compliance with applicable state and federal regulations. Clearview posts, and each resident has the right to examine, Clearview's most recent survey and any plan of correction that may be in effect to correct alleged noncompliance with those regulations. You will find a copy of the most recent survey at Clearview's reception desk.

(g) Transportation Services: There are times when you or your loved one must be seen by medical specialists outside of Clearview. Staff will facilitate the scheduling of these appointments. Staff members may contact families to set up transportation and/or accompany your family member. Depending upon the urgency of the medical needs, the least expensive available transportation will be used. Costs for transportation are not included in the daily rate. Staff will provide available resources to obtain outside transportation for any reasons other than medical transport. Medical transports are \$10.00 per trip, regardless if a round trip or single drop off or pick up, plus \$1.00 per mile.

EXHIBIT D

RESIDENT RESPONSIBILITIES

Resident is responsible for the following:

1. Providing, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications and other matters related to Resident's health.
2. Reporting unexpected changes in his or her condition to appropriate staff members.
3. Notifying staff if he or she does not clearly comprehend a contemplated course of action and what is expected of him or her.
4. Following instructions provided by staff members or any health care provider. This includes following the instructions of nurses and other health care personnel as they carry out Resident's care plan and physician orders, and as they enforce the applicable Clearview rules and regulations regarding care and conduct.
5. Assuring responsibility for his or her actions and resulting consequences if he or she refuses care or to follow the instructions of his or her physician or other health care providers.
6. Respecting the rights of other residents and their visitors and all staff members.
7. Being responsible for his or her personal behavior. For example, each resident should monitor the noise level of his or her television or radio.
8. Respecting the property of other residents and that of Clearview.
9. Assuring that the financial obligations of his or her care are fulfilled as soon as possible.
10. Notifying staff when leaving and returning to Clearview by filling out the Clearview Authorized Leave form. Such notification is necessary to ensure that staff members can locate all residents in the event of an emergency. In addition, there are circumstances under which a resident may be disqualified from insurance coverage benefits if he or she leaves Clearview for any extended period of time.

EXHIBIT E

RESIDENT RIGHTS

1. Dignified Existence; Communications and Access. The resident has a right to a dignified existence, self-determination, person-centered care, communication with and access to persons and services inside and outside Clearview. A resident of Clearview has the right to private and unrestricted communications with the resident's family, physician, attorney and any other person, unless medically contraindicated as documented by the resident's physician in the resident's medical record, except that communications with public officials or with the resident's attorney shall not be restricted in any event. The right to private and unrestricted communications shall include, but is not limited to, the right to:

(a) Receive, send and mail sealed, unopened correspondence. No resident's incoming or outgoing correspondence shall be opened, delayed, held or censored, except on the specific written authorization of the resident or guardian. The resident has the right to have access to stationery, postage, and writing implements at the resident's own expense.

(b) Use a telephone for private communications, including the right to have reasonable access to the use of a telephone where calls can be made without being overheard. This right includes the use of TTY and TDD services and the use of a cell phone at the resident's expense.

(c) Have private visits, pursuant to a reasonable written visitation policy; provided, however, that the resident has the right and Clearview must provide immediate access to any resident by the following:

(i) Any representative of the Secretary.

(ii) Any representative of the state.

(iii) The resident's individual physician.

(iv) The state long term care ombudsman.

(v) The agency responsible for the protection and advocacy system for developmentally disabled individuals.

(vi) The agency responsible for the protection and advocacy system for mentally ill individuals.

(vii) Subject to the resident's right to deny or withdraw consent at any time, immediate family or other relatives of the resident.

(viii) Subject to reasonable restrictions and the resident's right to deny or withdraw consent at any time, others who are visiting with the consent of the resident.

(d) Clearview must provide reasonable access to any resident by any entity or individual that provides health, social, legal, or other services to the resident, subject to the resident's right to deny or withdraw consent at any time.

(e) Clearview must allow representatives of the state ombudsman to examine a resident's clinical records with the permission of the resident or the 'Resident Representative, and consistent with state law.

2. Grievances. A resident has the right to present grievances on the resident's own behalf or through Clearview social worker, to public officials or to any other person without justifiable fear of discrimination or reprisal, and join with other residents or individuals within or outside of Clearview to work for improvements in resident care. A resident has the right to prompt efforts by Clearview to resolve grievances the resident may have, including those with respect to the behavior of other residents. Resident has the right to file a complaint with the state survey agency concerning any suspected violation of state or federal nursing facility regulations, including, but not limited to, resident abuse, neglect, exploitation, misappropriation of resident property in the facility, non-compliance with advanced directive requirements, and requests for information regarding returning to the community.

3. Finances. A resident has the right to manage the resident's own personal financial affairs, including any personal allowances under federal or state programs. Clearview may not require residents to deposit their personal funds with Clearview. No resident funds shall be held or spent except in accordance with the following requirements:

(a) Clearview may not hold or spend the resident's funds unless the resident or another person legally responsible for the resident's funds authorizes this action in writing. Clearview shall obtain separate authorizations for holding a resident's funds and for spending a resident's funds. The authorization for spending a resident's funds may include a spending limit. Expenditures that exceed the designated spending limit require a separate authorization for each individual occurrence.

(b) Clearview must deposit any resident's personal funds in excess of \$50 in an interest-bearing account (or accounts) that is separate from any of Clearview's operating accounts, and that credits all interest earned on resident's funds to that account. (In pooled accounts, there must be a separate accounting for each resident's share.) Any resident funds held or controlled by Clearview, and any earnings from them, shall be credited to the resident and may not be commingled with other funds or property except of other residents.

(c) Clearview shall furnish the resident, the resident's guardian, or a representative designated by the resident with at least a quarterly statement of all funds and property held by Clearview for the resident and all expenditures made from the resident's account, and a similar statement on request and at the time of the resident's permanent discharge. If the resident has authorized discretionary expenditures by Clearview and Clearview has accepted responsibility for these expenditures, upon written request of the resident, the resident's guardian or a designated representative of the resident, Clearview shall issue this statement monthly.

(d) Upon the death of a resident with a personal fund deposited with Clearview, Clearview must convey within 30 days the resident's funds, and a final accounting of those funds, to the individual or probate jurisdiction administering the resident's estate.

(e) Clearview must establish and maintain a system that assures a full and complete and separate accounting, according to generally accepted accounting principles, of each resident's personal funds entrusted to Clearview on the resident's behalf. Clearview shall maintain a record of all expenditures, disbursements and deposits made on behalf of the resident.

4. Limitation on Charges to Personal Funds. Clearview may not impose a charge against the personal funds of a resident for any item or service for which payment is made under Medicaid or Medicare (except for applicable deductible and coinsurance amounts). Clearview may charge the resident for requested services that are more expensive than or in excess of covered services as permitted by law.

5. Self-Determination and Participation. A resident has the right to:

(a) Choose activities, schedules (including sleeping and wake times) and health care consistent with his or her interest, assessments and plans of care;

(b) Interact with members of the community both inside and outside Clearview;
and

(c) Make choices about aspects of his or her life in Clearview that are significant to the resident.

(d) The Resident Representative will be entitled to immediate access to the resident, without condition, relating to "others who are visiting with the resident's consent," by requiring any imposed limitations relate to clinical and safety restrictions. Clearview will ensure full and equal rights of all visitors of his/her choice, at the time of his/her choice. The resident can also deny visitation when applicable and in a manner that does not impose on the rights of another resident.

6. Services Included in Medicare Payment. During the course of a covered Medicare stay, facilities may not charge a resident for the following categories of items and services:

(a) Nursing services as required by law.

(b) Dietary services as required by law.

(c) An activities program as required by law.

(d) Room/bed maintenance services.

(e) Routine personal hygiene items and services as required to meet the needs of residents, including, but not limited to, hair hygiene supplies, comb, brush, bath soap, disinfecting soaps or specialized cleansing agents when indicated to treat special skin problems or to fight infection, razor, shaving cream, toothbrush, toothpaste, denture adhesive, denture cleaner,

dental floss, moisturizing lotion, tissues, cotton balls, cotton swabs, deodorant, incontinence care and supplies, sanitary napkins and related supplies, towels, washcloths, hospital gowns, over-the-counter drugs, hair and nail hygiene services, bathing, and basic personal laundry.

- (f) Medically-related social services as required by law.

7. Items and Services That May be Charged to Resident's Funds. Listed below are general categories and examples of items and services that Clearview may charge to a resident's funds if they are requested by a resident, if Clearview informs the resident that there will be a charge, and if payment is not made by Medicare or Medicaid:

- (a) Telephone.
- (b) Television/radio for personal use.
- (c) Personal comfort items, including smoking materials, notions and novelties, and confections.
- (d) Cosmetic and grooming items and services in excess of those for which payment is made under Medicaid or Medicare.
- (e) Personal clothing.
- (f) Personal reading matter.
- (g) Gifts purchased on behalf of a resident.
- (h) Flowers and plants.
- (i) Social events and entertainment offered outside the scope of the activities program.
- (j) Non-covered special care services such as privately hired nurses or aides.
- (k) Private room, except when therapeutically required (for example, isolation for infection control).
- (l) Specially prepared or alternative food requested instead of the food generally prepared by Clearview, as required by law.

8. Requests for Items and Services. Clearview must not charge a resident (or his or her representative) for any item or service not requested by the resident. Clearview must not require a resident (or his or her representative) to request any item or service as a condition of admission or continued stay. Clearview must inform the resident (or his or her representative) requesting an item or service for which a charge will be made that there will be a charge for the item or service and what the charge will be.

9. Admissions Information. A resident has the right to be fully informed in writing, prior to or at the time of admission, of all services and the charges for these services, and will be

informed, in writing, during the resident's stay, of any changes in services available or in charges for service. No resident shall be admitted to Clearview without a signed acknowledgment of having received a statement of information before or on the day of admission which includes at least the following:

- (a) An accurate description of the basic services provided by Clearview, the rate charged for these services and the method of payment.
- (b) Information about all additional services regularly offered but not included in the basic services. Clearview shall provide information on where a statement of the fees charged for each of these services can be obtained. These additional services may include pharmacy, x-ray, beautician or any other additional services regularly offered to residents or arranged for residents by Clearview.
- (c) The method for notification of changes in rates or fees.
- (d) The terms of refund of advance payments in case of transfer, death or voluntary or involuntary discharge.
- (e) The terms of holding and charging for a bed during the resident's temporary absence.
- (f) The conditions for involuntary discharge or transfer, including transfers within Clearview.
- (g) The availability of storage space for personal effects.
- (h) The notification of resident's rights as listed here and all policies and regulations governing resident conduct and responsibilities.

10. Treatment. A resident has the right to be treated with courtesy, respect, and full recognition of dignity and individuality by all employees of Clearview and by all licensed, certified, or registered providers of health care and pharmacists making contact with the resident.

11. Privacy. A resident has the right to physical and emotional privacy in treatment, living arrangements and in caring for personal needs, including, but not limited to:

- (a) Privacy for visits by spouse or domestic partner.
- (b) Privacy concerning health care. Case discussion, consultation, examination and treatment are confidential and shall be conducted discreetly. Persons not directly involved in the resident's care shall require the resident's permission to authorize their presence.
- (c) Confidentiality of health and personal records, and the right to approve or refuse their release to any individual outside Clearview, except in the case of the resident's transfer to another Clearview or as required by law or third-party payment contracts.

(d) Personal privacy includes accommodations, medical treatment, written and telephone communications, personal care, visits, and meeting of family and resident groups, but this does not require Clearview to provide a private room for each resident.

(e) Except as provided in paragraph 11(f) below, the resident may approve or refuse the release of personal and clinical records to any individual outside Clearview.

(f) The resident's right to refuse release of personal and clinical records does not apply when (i) the resident is transferred to another health care institution or (ii) record release is required by law.

12. Work. A resident has the right not to be required to perform services for Clearview, but may work for Clearview if: (a) the work is included for therapeutic purposes in the resident's plan of care; (b) the work is ordered by the resident's physician and does not threaten the health, safety or welfare of the resident or others; (c) the plan specifies the nature of the services performed and whether the services are voluntary or paid; (d) compensation for paid services is at or above prevailing rates; and (e) the resident agrees to the work arrangement described in the plan of care.

13. Outside Activities. A resident has the right to meet with and to participate in activities of social, religious and community groups as desired, unless medically contraindicated as documented by the resident's physician in the resident's medical record.

14. Participation in Resident and Family Groups. A resident has the right to organize and participate in resident groups in Clearview. A resident's family has the right to meet in Clearview with the families of other residents in Clearview.

15. Accommodation of Needs. A resident has the right to:

(a) Reside and receive services in Clearview with reasonable accommodation of individual needs and preferences, except when the health or safety of the individual or other residents would be endangered; and

(b) Receive notice before the resident's room or roommate in Clearview is changed.

16. Personal Possessions. A resident has the right to retain and use personal clothing and effects, including some furnishings, and retain, as space permits, other personal possessions in a reasonably secure manner.

17. Transfer or Discharge. A resident has the right to be transferred or discharged, and the right to receive reasonable advance notice of any planned transfer or discharge and an explanation of the need for and alternatives to such transfer or discharge except in a medical emergency. Clearview, agency, program or person to which the resident is transferred shall have accepted the resident for transfer in advance of the transfer, except in a medical emergency.

18. Abuse and Restraint. A resident has the right to be free from verbal, sexual, physical and mental abuse, corporal punishment, mistreatment, exploitation, and involuntary seclusion. A resident has the right to be free from chemical and physical restraints except as

authorized in writing by a physician for a specified and limited period of time and documented in the resident's medical record. Physical restraints may be used in an emergency when necessary to protect the resident or others from injury or to prevent physical harm to the resident or others resulting from the destruction of property, provided that written authorization for continued use of the physical restraints is obtained from the physician as required by law. Any use of physical restraints shall be noted in the medical record. "Physical restraint" means any article, device, or garment used primarily to modify resident behavior by interfering with the free movement of the resident and which the resident is unable to remove easily, or confinement in a locked room.

19. Care. A resident has the right to be fully informed in advance about care and treatment and of any changes in that care or treatment that may affect the resident's well-being and to receive adequate and appropriate care within the capacity of Clearview. Equal access to quality care will be provided regardless of diagnosis, severity, condition, or payment source.

20. Choice of Provider. The resident has the right to choose the licensed, certified or registered provider of health care and pharmacist of the resident's choice. In addition, a resident has the right to select a Medicare Part D plan of his or her choosing.

21. Care Planning. A resident has the right to be fully informed of the resident's treatment and care and to participate in the planning of treatment and care and changes in treatment and care.

22. Self-Administration of Drugs. An individual resident may self-administer medications if the interdisciplinary team has determined that this (clinically appropriate) practice is safe.

23. Religious Activity. A resident has the right to participate in religious activities and services, and to meet privately with clergy.

24. Refusal of Certain Transfers. An individual has the right to refuse a transfer to another room within the Clearview, if the purpose of the transfer is to relocate (a) a resident of a skilled nursing Clearview from the distinct part of the building that is a skilled nursing Clearview to a part of the building that is not a skilled nursing Clearview, or (b) a resident of a nursing Clearview from the distinct part of the building that is a nursing Clearview to a distinct part of the building that is a skilled nursing Clearview. A resident's exercise of the right to refuse transfer under the foregoing sentence does not affect the individual's eligibility or entitlement to Medicare or Medicaid benefits.

25. Nondiscriminatory Treatment.

(a) A resident has the right to be free from discrimination based on the source from which Clearview's charges for the resident's care are paid. No resident shall be assigned to a particular wing or other distinct area of Clearview, whether for sleeping, dining, or other purpose, on the basis of the source or amount of payment.

(b) Clearview offers and provides an identical package of basic services meeting the state nursing home requirements to all individuals regardless of the sources of a resident's payment or amount of payment.

(c) Any additional services provided by Clearview which are not covered by the medical assistance program shall be provided to any resident willing and able to pay for them, regardless of the source from which the resident pays the charges.

(d) Clearview does not require, offer or provide an identification tag for any resident or any other item which discloses the source from which Clearview's charges for that resident are paid.

26. Examination of Survey Results. A resident has the right to:

(a) Examine the results of the most recent survey of Clearview conducted by federal or state surveyors and any plan of correction in effect with respect to Clearview; the reports for the previous three (3) years are available upon request. Clearview must make the results available for examination in a place readily accessible to residents, and must post a notice of their availability.

(b) Receive information from agencies acting as client advocates, and be afforded the opportunity to contact these agencies.

(c) Clearview shall not make available identifying information about complainants or residents.

27. Exercise of Rights.

(a) The resident has the right to exercise his or her rights as a resident of Clearview and as a citizen or resident of the United States, and the facility will protect and promote the rights of the resident.

(b) The resident has the right to be free of interference, coercion, discrimination, and reprisal from Clearview in exercising his or her rights.

(c) In the case of a resident adjudged incompetent under the laws of a state by a court of competent jurisdiction, the rights of the resident are exercised by the person appointed under state law to act on the resident's behalf.

(d) In the case of a resident who has not been adjudged incompetent by the state court, any legal-surrogate designated in accordance with state law may exercise the resident's rights to the extent provided by state law.

(e) Resident not adjudicated incompetent may designate a representative. The representative may exercise the resident's right and the facility must treat the representative's decision as those of the resident.

(f) A Clearview must protect and promote the rights of each resident.

28. Notice of Rights and Services.

(a) Clearview must inform the resident both orally and in writing in a language that the resident understands of his or her rights and all rules and regulations governing resident conduct and responsibilities during the stay in Clearview. Clearview must also provide the resident with the notice (if any) developed by Wisconsin under its Medicaid Program. Such notification must be made prior to or upon admission and during the resident's stay. Receipt of such information, and any amendments to it, must be acknowledged in writing.

(b) The resident or his or her Resident Representative has the right:

(i) Upon an oral or written request, to access all records pertaining to himself or herself including current clinical/personal records within twenty-four (24) hours (excluding weekends and holidays). The facility will provide these records in the format requested by the resident.

(ii) After receipt of his or her records for inspection, to purchase at a cost not to exceed the community standard photocopies of the records or any portions of them upon request and two working days advance notice to Clearview.

(c) The resident has the right to be fully informed in language that he or she can understand of his or her total health status, including but not limited to, his or her medical condition.

(d) The resident has the right to refuse treatment, to refuse to participate in experimental research, and to formulate an advance directive. The resident has the right to request treatment and to discontinue treatment.

(e) Clearview must:

(i) Inform each resident who is entitled to Medicaid benefits, in writing, at the time of admission to the nursing Clearview or, when the resident becomes eligible for Medicaid of:

[a] The items and services that are included in nursing Clearview services under the state plan and for which the resident may not be charged.

[b] Those other items and services that Clearview offers and for which the resident may be charged, and the amount of charges for those services.

(ii) Inform each resident when changes are made to the items and services specified in paragraphs 29(e)(i)[a] and [b] above.

(f) Clearview must inform each resident before, or at the time of admission, and periodically during the resident's stay, of services available in Clearview and of charges for those services, including any charges for services not covered under Medicare or by Clearview's per diem rate.

(g) Clearview must furnish a written description of legal rights which includes:

(i) A description of the manner of protecting personal funds.

(ii) A description of the requirements and procedures for establishing eligibility for Medicaid, including the right to request an assessment which determines the extent of a couple's nonexempt resources at the time of institutionalization and attributes to the community spouse an equitable share of resources which cannot be considered available for payment toward the cost of the institutionalized spouse's medical care in his or her process of spending down to Medicaid eligibility levels.

(iii) A posting of names, addresses, and telephone numbers of all pertinent state client advocacy groups such as the state survey and certification agency, the state licensure office, the state ombudsmen program, the protection and advocacy network, and the Medicaid fraud control unit.

(iv) A statement that the resident may file a complaint with the state survey and certification agency concerning resident abuse, neglect, exploitation, misappropriation of resident property in Clearview, and noncompliance with the advance directives requirements.

(h) Clearview must comply with the requirements relating to maintaining written policies and procedures regarding advance directives. These requirements include provisions to inform and provide written information to all adult residents concerning the right to accept or refuse medical or surgical treatment, and at the individual's option, formulate an advance directive. This includes a written description of Clearview's policies to implement advance directives and applicable state law. Facilities are permitted to contract with other entities to furnish this information but are still legally responsible for ensuring that the requirements of this section are met. If an adult individual is incapacitated at the time of admission and is unable to receive information (due to the incapacitating condition or a mental disorder) or articulate whether or not he or she has executed an advance directive, Clearview may give advance directive information to the individual's family or surrogate in the same manner that it issues other materials about policies and procedures to the family of the incapacitated individual or to a surrogate or other concerned persons in accordance with state law. Clearview is not relieved of its obligation to the individual once he or she is no longer incapacitated or unable to receive such information. Follow-up procedures must be in place to provide the information to the individual directly at the appropriate time.

(i) Clearview must inform each resident of the name, specialty, and way of contacting the physician responsible for his or her care.

(j) Clearview must prominently display in Clearview written information, and provide to residents and applicants for admission oral and written information about how to apply for and use Medicare and Medicaid benefits, and how to receive refunds for previous payments covered by such benefits.

29. Notification of Changes.

(a) A Clearview must immediately inform the resident; consult with the resident's physician; and if known, notify the 'Resident Representative or an interested family member when there is:

(i) An accident involving the resident which results in injury and has the potential for requiring physician intervention.

(ii) A significant change in the resident's physical, mental, or psychosocial status (*i.e.*, a deterioration in health, mental, or psychosocial status in either life-threatening conditions or clinical complications).

(iii) A need to alter treatment significantly (*i.e.*, a need to discontinue an existing form of treatment due to adverse consequences, or to commence a new form of treatment).

(iv) A decision to transfer or discharge the resident from Clearview.

(b) Clearview must also promptly notify the resident and, if known, the 'Resident Representative or interested family member when there is:

(i) A change in room or roommate assignment.

(ii) A change in resident rights under federal or state law or regulations.

(c) Clearview must record and periodically update the mailing and email address, and phone number of the 'Resident Representative or interested family member.

EXHIBIT F

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Clearview is required by law to maintain the privacy of your health information, to provide to you (or your representative) this Notice of our duties and privacy practices, and to notify you (or your representative) following a breach of your unsecured health information. Clearview is required to abide by the terms of our Notice as may be amended from time to time. Clearview has the right to change the terms of our Notice. Any revisions to this Notice will be effective for all health information that Clearview has created or maintained in the past, and for any records that Clearview creates or maintains in the future. Clearview will post its current Notice in a prominent location in its facility, as well as on its website, www.co.dodge.wi.us/index.aspx?page=49.

USE AND DISCLOSURE OF HEALTH INFORMATION

THE FOLLOWING IS A SUMMARY OF THE CIRCUMSTANCES UNDER WHICH AND THE PURPOSES FOR WHICH CLEARVIEW MAY USE OR DISCLOSE YOUR HEALTH INFORMATION:

To Provide Treatment. Clearview may use or disclose your health information to treat you and coordinate your care within Clearview. For example, your attending physician or other health care professionals involved in your care may use information about your symptoms in order to prescribe appropriate medications. Clearview may also disclose your health care information to individuals outside of Clearview involved in your care, including family members, pharmacists, suppliers of medical equipment, or other health care professionals.

To Obtain Payment. Clearview may use or disclose your health information to bill or collect payment for services or items you receive from Clearview. For example, Clearview may be required by your health insurer to provide information regarding your health care status so that the insurer will reimburse you or Clearview. Clearview may also need to obtain prior approval from your insurer and may need to explain to the insurer your need for health care and the services that will be provided to you.

To Conduct Health Care Operations. Clearview may use or disclose your health information for our own operations in order to facilitate the functioning of Clearview and as necessary to provide quality care to all Clearview residents. For example, Clearview may use your health information to evaluate how we may more effectively serve all Clearview residents, disclose your health information to Clearview staff, and contracted personnel for training purposes, or use your health information to contact you or your family as part of general community information mailings. Clearview may also disclose your health information to a health oversight agency performing activities authorized by law, such as investigations or audits. These agencies include governmental agencies that oversee the health care system, government benefit programs, and organizations subject to government regulation and civil rights laws. In addition, Clearview may disclose your health information to another health care provider subject to Federal privacy protection laws, as long as the provider has or has had a relationship with you and the information is for that provider's health care operations.

For the Facility Directory. If you are receiving care at Clearview, unless you request otherwise, Clearview may disclose certain information about you (e.g., name, general health status, and room number) that is contained in the Clearview directory to anyone who asks for you by name. In addition, if you provide your religious affiliation, it may be disclosed, but only to members of the clergy. Clearview may also list your name outside your room. If you do not want Clearview to include any or some of your information in the Clearview directory or outside your room, you must notify the **Director of Support Services/HIPAA Privacy Officer at (920) 386-3415**.

For Fundraising Activities. In support of our charitable mission, Clearview may use certain information about you (e.g., demographic information, dates of health care provided, department of service information, treating physician, outcome information, and health insurance status) to contact you or your family to raise money for

Clearview. Clearview may also disclose this information to an organizationally-related foundation for the same purpose. You may choose to “opt out” of receiving these fundraising communications by notifying the **Director of Support Services/HIPAA Privacy Officer at (920) 386-3415** that you do not wish to be contacted.

To Inform You About Health Information that May Be of Interest to You. Clearview may use or disclose your health information to tell you about possible options or alternatives for your care, or to inform you of other information that may be of interest to you.

Release of Information to Family/Friends. Unless you specifically request in writing that Clearview not communicate with such person(s), Clearview may release your health information to a family member or friend who is involved in your treatment or who is helping pay for your care.

Business Associates. Clearview may disclose your health information to our business associates that perform functions on or behalf or provide us with services if the information is necessary for them to provide such functions or services. Clearview requires our business associates to agree in writing to protect the privacy of your health information and to use and disclose your health information only as specified in that written agreement.

Health Information Exchanges. Clearview may participate in an arrangement of health care organizations that have agreed to work with each other to facilitate access to health information that may be relevant to your care. For example, if you are admitted on an emergency basis to a hospital that participates in the exchange and you cannot provide important information about your condition, the arrangement will allow the hospital to access the health information Clearview maintains about you to treat you at the hospital.

THE FOLLOWING IS A SUMMARY OF THE OTHER CIRCUMSTANCES UNDER WHICH, AND THE OTHER PURPOSES FOR WHICH, CLEARVIEW MAY USE OR DISCLOSE YOUR HEALTH INFORMATION WITHOUT YOUR WRITTEN CONSENT OR AUTHORIZATION:

When Legally Required. Clearview will disclose your health information to the extent that it is required to do so by any Federal, State, or local law.

When There are Risks to Public Health. Clearview may disclose your health information for the following public activities and purposes:

- To prevent or control disease, injury, or disability, report disease, injury, vital events such as death, and the conduct of public health surveillance, investigations, and interventions.
- To report adverse events or product defects, to track products or enable product recalls, repairs, and replacements, and to conduct post-marketing surveillance and compliance with the requirements of the Food and Drug Administration.
- To notify a person who has been exposed to a communicable disease or who may be at risk of contracting or spreading a disease.
- To an employer about an individual who is a member of the workforce, as legally required.

To Report Abuse, Neglect, or Domestic Violence. Clearview is allowed to notify government authorities if Clearview reasonably believes a resident is the victim of abuse, neglect, or domestic violence. Clearview will make this disclosure only when specifically required or authorized by law or when you authorize the disclosure.

To Conduct Health Oversight Activities. As permitted or required by State law, Clearview may disclose your health information to a health oversight agency for activities such as audits, civil, administrative, or criminal investigations, inspections, and licensure or disciplinary actions. If, however, you are the subject of a health oversight agency investigation, Clearview may disclose your health information only if it is directly related to your receipt of health care or public benefits.

In Connection with Judicial and Administrative Proceedings. As permitted or required by State law, Clearview may disclose your health information in the course of any judicial or administrative proceeding in response to an order of a court or administrative tribunal, as expressly authorized by such order. In certain circumstances, Clearview may disclose your health information in response to a subpoena, discovery request, or other lawful process.

For Law Enforcement Purposes. As permitted or required by State law, Clearview may disclose your health information to a law enforcement official for certain law enforcement purposes, including, under certain limited circumstances, if you are a victim of a crime or in order to report a crime.

To Coroners and Medical Examiners. Clearview may disclose your health information to coroners and medical examiners for purposes of determining cause of death or for other duties, such as authorized by law.

To Funeral Directors. Clearview may disclose your health information to funeral directors consistent with applicable law and, if necessary, to carry out their duties with respect to your funeral arrangements. If necessary to carry out their duties, Clearview may disclose your health information prior to, and in reasonable anticipation of, your death.

For Organ, Eye, or Tissue Donation. Clearview may use or disclose your health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs, eyes, or tissue for the purpose of facilitating the donation and transplantation.

For Research Purposes. Clearview may, under very select circumstances, use your health information to research. Before Clearview discloses any of your health information for such research purposes, the project will be subject to an extensive approval process.

In the Event of a Serious Threat to Health or Safety. Clearview may, consistent with applicable law and ethical standards of conduct, disclose your health information if Clearview, in good faith, believes that such disclosure is necessary to prevent or lessen a serious and imminent threat to your health or safety or to the health and safety of the public.

For Specified Government Functions. In certain circumstances, the Federal regulations authorize Clearview to use or disclose your health information if Clearview, in good faith, believes that such disclosure is necessary to prevent or lessen a serious and imminent threat to your health or safety or to the health and safety of the public.

For Worker's Compensation. Clearview may release your health information for worker's compensation or similar programs.

AUTHORIZATION TO USE OR DISCLOSE YOUR HEALTH INFORMATION

Other than is stated above, Clearview will not use or disclose your health information other than with your written authorization. Your authorization (or the authorization of your representative) is specifically required before Clearview: (1) uses or discloses your psychotherapy notes; (2) uses your health information to make a marketing communication to you for which Clearview receives financial remuneration from a third party, unless such communication is face-to-face or in other limited circumstances; or (3) discloses your health information in any manner that constitutes the sale of such information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Also, some types of health information are particularly sensitive and the law, with limited exceptions, may require that Clearview obtain your authorization to use or disclose that information. Sensitive information may include information dealing with genetics, HIV/AIDS, mental health, developmental disabilities, and alcohol and substances abuse. If required by law, Clearview will ask that you (or your representative) sign an authorization before we use or disclose such information. If you (or your representative) authorize Clearview to use or disclose your health information, you (or your representative) may revoke that authorization in writing at any time, except to the extent that it has already been acted upon.

YOUR RIGHTS WITH RESPECT TO YOUR HEALTH INFORMATION

You have the following rights regarding your health information that Clearview maintains:

Right to Receive Confidential Communications. You (or your representative) have the right to request that Clearview communicate with you about your health or related issues in a particular manner or at a certain location. For instance, you (or your representative) may ask that Clearview only communicate with you about your health privately, with no other family members present. All requests for confidential communications must be made in writing using the appropriate Clearview form. This form can be requested by contacting the **Director of Support Services / HIPAA Privacy Officer at (920) 386-3415**. Such requests shall specify the requested method of contact and/or the location where you wish to be contacted. Clearview will accommodate reasonable requests. You (or your representative) do not need to give a reason for your request.

Right to Request Restrictions. You (or your representative) have the right to request restrictions on certain uses and disclosures of your health information. For example, you (or your representative) have the right to request a limit on Clearview's disclosure of your health information to someone who is involved in your care or the payment of your care. All requests for restrictions must be made in writing using the appropriate Clearview form. This form can be requested by contacting the **Director of Support Services / HIPAA Privacy Officer at (920) 386-3415**. Clearview is not required to agree to your request; however, if we do agree, we are bound by that agreement except when otherwise required by law or in emergencies. Except as otherwise required by law, Clearview must agree to restriction if: (1) the disclosure is to a health plan for purposes of carrying out payment or health care operations (and not for purposes of carrying out treatment); and (2) the health information pertains solely to a health care item or service for which Clearview has been paid out of pocket, in full, by you or someone else on your behalf (not the health plan). If you self-pay and request a restriction, it will apply only to those health records created on the date that you received the item or service for which you, or another person (other than the health plan) on your behalf, paid in full, and which document the item or service provided on such date.

Right to Inspect and Copy Your Health Information. You (or your representative) have the right to inspect and copy your health information, including billing records. All requests to inspect and copy records must be made in writing using the appropriate Clearview form. This form can be requested by contacting the **Director of Support Services / HIPAA Privacy Officer at (920) 386-3415**. If you (or your representative) request a copy of your health information, Clearview will provide you (or your representative) with a copy of your health information in the format you (or your representative) request, unless we cannot practicably do so. Clearview may charge a reasonable fee for any copying and assembling costs associated with your request. Clearview may deny your request to inspect and/or copy your health information in certain limited circumstances. If Clearview denies your request, you (or your representative) may request that we provide you with a review of our denial. Reviews will be conducted by a licensed health care professional who we have designated as a reviewing official, and who did not participate in the original decision to deny the request.

Right to Amend Your Health Information. If you (or your representative) believe your health information is incorrect or incomplete, you (or your representative) have the right to request that Clearview amend your records. That request may be made as long as Clearview still maintains the records, and must contain a reason for the amendment. All requests for amendments must be made in writing using the appropriate Clearview form. This form can be requested by contacting the **Director of Support Services / HIPAA Privacy Officer at (920) 386-3415**. Clearview may deny the request if it is not in writing or does not include a reason for the amendment. The request may also be denied if the requested amendment pertains to health information that was not created by Clearview, if the records you are requesting to amend are not part of Clearview's records, if the health information you wish to amend is not part of the health information you (or your representative) are permitted to inspect and copy, or if, in the opinion of Clearview, the records containing your health information are accurate and complete.

Right to an Accounting. You (or your representative) have the right to request an accounting of disclosures of your health information made by Clearview for certain purposes. All requests for an accounting must be made in writing using the appropriate Clearview form. This form can be requested by contacting the **Director of Support Services / HIPAA Privacy Officer at (920) 386-3415**. The request shall specify the time period for the accounting, which may not be in excess of six (6) years. Clearview will provide the first accounting you request during any twelve (12) – month period without charge. Subsequent accounting requests may be subject to a reasonable cost-based fee.

Right to a Paper Copy of this Notice. You (or your representative) have the right to receive a separate paper copy of this Notice at any time, even if you (or your representative) have received this Notice previously. To obtain

a separate paper copy, please contact the **Director of Support Services / HIPAA Privacy Officer at (920) 386-3415**. A copy of our current Notice may also be found on our website: www.co.dodge.wi.us/index.aspx?page=49.

Right to Breach Notification. You (or your representative) have a right to be notified of any breach of your unsecured health information. Notification of a breach may be delayed or not provided if so required by a law enforcement official. If you are deceased and there is a breach of your health information, the notice will be provided to your next of kin or personal representative if Clearview knows the identity and address of such individual.

CONTACT PERSON

Clearview has designated the Director of Support Services / HIPAA Privacy Officer as its contact person for all issues regarding privacy and your rights under the Federal privacy standards. If you have any questions regarding this Notice or your privacy rights, you may contact the **Director of Support Services / HIPAA Privacy Officer at (920) 386-3415**. You may also write this person at:

Clearview
Attn: Director of Support Services / HIPAA Privacy Officer
198 County DF
Juneau, WI 53039

COMPLAINTS

Clearview encourages you to express any concerns you may have regarding the privacy of your information. You will not be retaliated against in any way for expressing your concerns or filing a complaint. You (or your representative) have the right to express complaints to Clearview or to the Secretary of Health and Human Services if you (or your representative) believe that your privacy rights have been violated. Any complaints to Clearview may be made by calling the **Director of Support Services / HIPAA Privacy Officer at (920) 386-3415** or by writing to: 198 County DF, Juneau, Wisconsin 53039.

EFFECTIVE DATE

This policy is effective as of September 23, 2013.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT THE DIRECTOR OF SUPPORT SERVICES / HIPAA PRIVACY OFFICER AT (920) 386-3415.

EXHIBIT G

AUTHORIZATION FORM

Resident Name: _____

Birth Date: ____/____/____
MM / DD / YR

Resident Identification Number and/or Social Security Number: _____

I understand that I am under no obligation to sign this form and that the person(s) and/or organization(s) described below who I am authorizing to use and/or disclose my health information may not condition treatment, payment, enrollment in a health plan or eligibility for health care benefits on my decision to sign this authorization.

1. I authorize DODGE COUNTY, WISCONSIN d/b/a CLEARVIEW (“Clearview”) to take photographs of me attending/participating in Clearview-sponsored events and activities and use/disclose these photographs along with any previously-taken photographs of me at Clearview for purposes of Clearview displays and informational and marketing efforts. These photographs may also be disclosed to media sources, including local newspapers and television stations that wish to publish a story about long-term care facilities. I also authorize Clearview to post within Clearview basic identifying information, such as my name, date of birth and date of death, for purposes of Clearview notifications, which may include birthday and/or death announcements.

2. I understand that I have the right to revoke this authorization at any time, and that said authorization must be in writing. To obtain a copy of an authorization revocation form, I may contact the Privacy Officer of Clearview or his/her designee at **Clearview 198, County DF, Juneau WI 53039**. I am aware that my revocation will not be effective to the extent the person(s) and/or organization(s) identified above have already acted in reliance upon this authorization.

3. I understand that if the person(s) and/or organization(s) identified above are not health care providers, health plans or health care clearinghouses are subject to the federal privacy standards, such person(s) and/or organization(s) may redisclose my health information without obtaining my authorization.

4. This authorization will be effective until Clearview no longer operates as a skilled nursing Clearview.

_____/_____/_____
Resident Signature Date

If Resident is unable to sign, complete the following:

Resident is unable to sign because: _____

Name of Resident Representative: _____

Relationship to Resident: _____

Authority of Resident Representative (*e.g.*, health care power of attorney, guardian, other statutory authorization): _____

Address: _____

Home Telephone Number: _____ E-mail: _____

Work Telephone Number: _____

_____/_____/_____
Signature of Resident Representative Date

5. I do not give authorization for pictures to be taken.

_____/_____/_____
Resident Signature Date