

ATTACHMENT A

1. As a material obligation of the Settlement Agreement, the Genesis Centers agree to engage Affiliated Monitors, Inc. (“Affiliated”) to serve as Quality of Care Reviewer (“Quality Reviewer”), for a minimum term of two years and a maximum term of three years (“Review Period”).

2. The purpose of the Quality Reviewer is to provide the State of Vermont with objective assessments of the performance of the Genesis Centers related to the delivery of patient care during the Review Period. To fulfill this purpose, Affiliated shall conduct a series of Performance Evaluations, assessing the quality of resident care at the Genesis Centers according to various measures, and issuing a written report for each evaluation to the State and the Genesis Centers.

3. Affiliated shall conduct an initial Performance Evaluation within 120 days of its engagement by the Genesis Centers. It shall complete three subsequent Performance Evaluations and issue written reports 12-, 24- and 36-months after the Effective Date of this Settlement Agreement, unless the State directs otherwise.

4. The Genesis Centers agree to engage Affiliated for a three-year term. However, the State, in its sole discretion, may shorten this term by up to 12 months, based on the Genesis Centers’ performance as reflected in the initial, 12-month and 24-month Performance Evaluations.

5. The Genesis Centers further agree to enter an agreement with Affiliated to perform the duties of Quality Reviewer (“Engagement Agreement”) within 30 days of the Effective Date of this Settlement Agreement. The State may review the Engagement Agreement before it is executed. The Genesis Centers shall be solely responsible for the payment of Affiliated’s reasonable fees and expenses pursuant to the Engagement Agreement.

6. The Engagement Agreement shall provide for Affiliated's production of the Performance Evaluations and reports described in paragraphs 2 and 3 above, each of which shall include, but not be limited to, the following components with respect to each of the Genesis Centers:

- A. A request for and the production of information and documents;
- B. An on-site visit;
- C. Review of clinical care policies and procedures;
- D. Review of human resource, hiring and training program;
- E. Review of the delivery of services to residents and a sample of resident-care treatment records.

7. The assessment tools used for each component of a Performance Evaluation will be based on the "Licensing and Operating Rules for Nursing Homes," published by the Vermont Agency of Human Services (Revision of June 1, 2018), as well as Medicare and Medicaid Services (CMS) regulatory requirements. The contents of Affiliated's assessment tools will not be subject to the prior approval of either the Genesis Centers or the Vermont Attorney General's Office.

8. The Genesis Centers understand and agree that Affiliated shall request the production of documents and information in connection with each Performance Evaluation. The Genesis Centers shall provide the documents or information as Affiliated reasonably requests, and as permitted by law, in a prompt and timely manner. The Genesis Centers further agree to provide Affiliated, without an affirmative request, and in a timely manner, all surveys, inspection reports, notices of violation, or any other document addressing the quality of care delivered to, or concerning the health or safety of, any of the Genesis Centers' residents.

9. The Genesis Centers understand and agree that Affiliated shall conduct on-site visits to each of the Genesis Centers as reasonably necessary to carryout its duties as Quality Reviewer, but at least one time in connection with each Performance Evaluation. On-site visits shall be unannounced, but within an announced two-week timeframe, and may include meetings with the Genesis Centers' management, employees and third-party vendors, as well as with consenting residents, their families, or others who may have relevant information. On-site visits shall also include assessment of facility sanitation and cleanliness; building, equipment and environmental safety; availability and accessibility of medical and other safety equipment; policies and procedures related to resident services, including but not limited to transportation services, meal delivery services and laundry services; and the integration of third-party contractors providing direct or indirect services to the Genesis Centers' residents.

10. The Genesis Centers agree to provide Affiliated with access to management personnel, employees (permanent, part-time and temporary), and to facilitate access to third-party vendors and, where appropriate, residents and family members, in response to Affiliated's reasonable requests for interviews. The Genesis Centers also agree to provide Affiliated access to the physical plants, and all medical and safety equipment, at each facility, as well as to all documents and information reasonably necessary to complete all components of an on-site visit. With the cooperation of the Genesis Centers, Affiliated shall conduct all on-site visits in a manner designed to cause the least disruption to the operations of each facility.

11. The Genesis Centers understand and agree that Affiliated shall conduct a review of clinical policies and procedures in connection with each Performance Evaluations that shall include, but not be limited to:

- Facility staffing levels;
- Standards and timelines for documentation of clinical services;
- Initial evaluation and assessment of patients;
- Determination of appropriateness of patient admission/placement;
- Scheduling of patient care team planning meetings;
- Development, content and updating of patient treatment plans, including establishment of therapeutic goals, progress benchmarks, and expectations about patient behavior;
- Physician involvement in patient evaluation and treatment planning;
- Application of restraints and monitoring of patients during use of restraints;
- Documentation of, and solutions to address, patient allergies, physical injuries, fall risks and other patient health or safety issues;
- Review of any incident reporting documents, risk assessment tools, or abuse policies used by the Genesis Centers to determine the cause and origin of injuries and whether the injuries are reportable;
- Provision of physical assistance to patients who require such assistance;
- Discharge planning and after-care plan development, including for patients who are planning to leave a facility Against Medical Advice (AMA);
- Compliance with the Vermont Nursing Home Resident's Bill of Rights (33 V.S.A. 7301) and incorporation of patient rights into admissions and clinical processes;
- Receipt of timely information about, and investigation of, resident (any family members') complaints, medication errors, falls, physical injuries, and other incidents which potentially affect patient welfare, and documentation of response to same;
- Internal auditing of clinical treatment records to evaluate completeness and sufficiency of documentation; and
- Appropriateness and sufficiency of the forms used in documenting clinical services and events.

12. The Genesis Centers agree to provide Affiliated with all documents and information in any form reasonably necessary to complete the review of clinical policies and procedures described above in Paragraph 11.

13. The Genesis Centers understand and agree that Affiliated shall review the human resource policies and training programs at each facility in connection with each Performance Evaluations including, but not be limited to:

- Policies and procedures regarding, and documentation of, screening and credentialing of employees, including background checks, licensure status, occupational disciplinary history and references;
- Development, content and manner of presentation of initial training for newly-hired employees;
- Development, content, frequency and documentation of ongoing training for existing employees;
- Policies, procedures and practices regarding the use and screening of temporary or contracted employees provided by a third party; and
- Policies, procedures and practices regarding the training of temporary or contracted employees provided by a third party.

14. The Genesis Centers agree to provide Affiliated with all documents and information in any form, as well as access to employees with responsibilities for the development and delivery of training programs, reasonably necessary to complete the review of human resource policies and training programs at each facility as described above in Paragraph 13.

15. The Genesis Centers understand and agree that Affiliated shall review the delivery of resident-care services in connection with each Performance Evaluations, include a review of a sample of patient records, performed pursuant to HIPAA-compliant Business Associate Agreements. Affiliated shall select the patient records for review from a complete list of current residents of each of the Genesis Centers. The records review will focus on the quality and sufficiency of the documentation, and the delivery of patient care services, including but not limited to:

- Reason for patient admission;
- Patient presentation and clinical history;

- Findings from initial evaluation/assessment of patient;
- Participation by all members of patient evaluation and care planning team;
- Content and appropriateness of treatment plans;
- Use of restraints and/or seclusion and monitoring of patients during the use of the same;
- Delivery of treatment and/or services, including duration of therapies where appropriate;
- Documentation of patient progress/response to treatment and patient re-evaluations (where appropriate); and
- Discharge planning.

16. The Genesis Centers agree to provide Affiliated with resident lists and access to patient files as reasonably necessary, and permitted under the law, to complete the review of the delivery of resident-care services as described above in Paragraph 15.

17. Affiliated shall produce a written report of its findings and recommendations to the State and the Genesis Centers no later than six (6) weeks after the completion of each Performance Evaluation. Genesis shall have the opportunity to submit written comments in response to any Performance Evaluation to the Vermont Attorney General's Office and Affiliated, following the publication of a written report.

18. In addition to the Performance Evaluations, Affiliated may conduct a Special Evaluation of any of the Genesis Centers which receive an adverse administrative action – a finding for which a corrective action plan is required; action to limit patient admissions; action to sanction, limit, suspend or revoke a facility license; or deficiencies assessed at a H level or greater – by a state or federal agency related to quality of care or patient safety, during the Review Period. A Special Evaluation shall be focused on whether the facility in question has implemented appropriate corrective actions to the reasonable satisfaction of the Vermont Attorney General's Office, and may include a site-visit, interviews and requests for the production of documents and information.

19. The Genesis Centers understand and agree that Affiliated is performing its services as Quality Reviewer for the benefit of the State of Vermont, among others. Affiliated shall disclose to the Office of the Vermont Attorney General any and all information obtained, including all communications with the Genesis Centers or any affiliated entity, in connection with the performance of its duties as Quality Reviewer. The Genesis Centers further agree that Affiliated's work as Quality Reviewer shall not be subject to the Genesis Centers', or any affiliated entity's, assertion of confidentiality or privilege of any kind, unless required by law.

20. The Vermont Attorney General's Office may contact Affiliated at any time during the Review Period to discuss the Genesis Centers' compliance with the Settlement Agreement or other matters related to it. Subject to disclosure to the State, the Genesis Centers may also contact Affiliated to discuss any matter related to the conduct of the Performance Evaluations and the Engagement Agreement.

21. The Genesis Centers understand and agree that Affiliated is required to work with the Patient Care Coordinator, described in Section III, Paragraph 2 of the Settlement Agreement and further described in Attachment B, in the performance of its duties as Quality Reviewer. In that connection, Affiliated may contact and have communications, including confidential discussions, with the Patient Care Coordinator at any time during the review period. The Genesis Centers agree to permit these communications without limitation or notice. The Centers further agree that they will not request the Patient Care Coordinator to divulge the existence or content of any communication with Affiliated.

22. The Genesis Centers agree to use their best efforts to resolve in good faith any disputes that arise related to the performance of Affiliated's duties as Quality Reviewer. In

the event the Genesis Centers and Affiliated are not able to resolve a dispute, they will bring the matter to the Office of the Vermont Attorney General for resolution.