

**FAIRVIEW EXTENDED CARE SERVICES, INC.
d/b/a
EAST LONGMEADOW SKILLED NURSING CENTER**

**APPLICATION FOR DETERMINATION OF NEED
FOR THE REPLACEMENT OF A 119 BED NURSING FACILITY**

SUBMITTED

January 26, 2017

BY

**FAIRVIEW EXTENDED CARE SERVICES, INC.
305 MAPLE STREET
EAST LONGMEADOW, MA 01028**

A. DON APPLICATION

**MASSACHUSETTS
DETERMINATION OF NEED PROGRAM
APPLICATION KIT**

March 19, 2015 Revision

**Determination of Need Program
250 Washington Street
Boston, MA 02108**

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1. INTRODUCTION

INTRODUCTION

The purpose of the Massachusetts Determination of Need Application Kit is twofold. First, it is to provide applicants with a clear indication of the nature, scope and depth of preparations expected of them. Second, it is to provide DoN Program staff, as well as the Public Health Council, with the information necessary for fair and thorough evaluations. The kit should contribute to the speed, consistency, and predictability of reviews while increasing public involvement.

It should be noted that many of the questions presented in this kit are organized according to the factors found in 105 CMR 100.533. The questions listed under individual factors in the kit are intended to assist applicants and reviewers by gathering relevant information in a structured and convenient manner. Although questions are grouped by factors, the completed application will be viewed and evaluated in its entirety. Questions have been categorized in order to avoid unnecessary repetition of data requests rather than to limit the use of specific information to the evaluation of any particular factor or factors.

Since no general kit can be exhaustive in its data requests, it will remain the responsibility of applicants to provide all necessary information. Currently, it is often necessary for reviewers to request information not supplied in an applicant's original submission. Use of this kit is expected to substantially reduce, although not eliminate, the need for additional data requests. Statutory and regulatory changes may take place from time to time and may not be reflected in this kit. It is the duty of the applicant to be cognizant of such changes and to file an application consonant with such changes.

2. GENERAL INSTRUCTIONS

GENERAL INSTRUCTIONS

Enclosed is an application form for Determination of Need. In order to complete this form, it is necessary to read and comply with the Massachusetts Determination of Need Regulation 105 CMR 100.000. An unofficial version of the regulation may be found online at the DoN website (www.mass.gov/dph/don) or the official version may be obtained from the State House Bookstore, Boston, MA 02133, Telephone: (617) 727-2834 (<http://www.sec.state.ma.us/spr/sprcat/catidx.htm>).

Assistance in preparing applications is available from the Determination of Need Staff (617-624-5690).

CONTENTS OF APPLICATION

Please refer to 105 CMR 100.300-100.303 and 105 CMR 100.320-100.326 regarding the required contents of the application.

Please note that 105 CMR 100.350-100.354 substantially limits the right of applicants to alter applications or to provide additional information after an application has been submitted. Therefore, applicants should not file an application unless and until all important information is included.

Please note that if a filing fee is required (See 105 CMR 100.323) it must be submitted with the application, by check, payable to the "**Commonwealth of Massachusetts.**"

Please see 105 CMR 100.306 which requires documentation as to ownership and zoning. Such documentation need only be submitted with the original copy and referenced in succeeding copies.

Newspaper Notice: Every applicant for Determination of Need is required to publish a notice of application, as prescribed in 105 CMR 100.330-100.332, in the legal notice section of the appropriate newspaper and an identical notice at least once in some other section as well. Refer to the regulation for details of publication. Please note that the final day to request a public hearing or to register as a ten taxpayer group (following the publication) must be on a business day. Please attach a true copy of the notices of publication with date of publication, as required under the above-referenced section, immediately after page 3 of general instructions.

No application will be accepted if the requirements of 105 CMR 100.306 and 100.320-100.326 are not met, and no application will be accepted if all relevant parts of the application kit are not complete.

PLEASE NOTE: The Determination of Need application kit asks applicants, in some cases, to supply answers on additional sheets. Where additional sheets are used, they should be clearly labeled with the factor name, question number (and page number) to which they pertain.

GENERAL INSTRUCTIONS

DISTRIBUTION OF COPIES

(105 CMR 100.300) Applicants must submit one complete original hard copy and one electronic copy in PDF format (or one original and two additional hard copies) to:

Department of Public Health
Determination of Need Program
250 Washington Street
Boston, MA 02108
Dph.don@massmail.state.ma.us

Applicants must also submit one hard copy (or electronic copy in PDF format) to the offices listed below. An updated list of contact persons with phone numbers and email addresses is available at the DoN website (www.mass.gov/dph/don) in the "Applications" section.

Department of Public Health
Regional Health Office
(See 100.300 for appropriate office)

If relevant under Section 100.152:

Executive Office of Elder Affairs
One Ashburton Place, 5th Floor
Boston, MA 02108

Center for Health Information and
Analysis
501 Boylston Street
Boston, MA 02116

If relevant under Section 100.153:

Division of Medical Assistance
Office of Acute and Ambulatory Care
100 Hancock Street
Quincy, MA 02171

Department of Mental Health
Division of Clinical & Professional Services/
Office of Policy Development
25 Staniford Street
Boston, MA 02114

Health Policy Commission
50 Milk Street, 8th Floor
Boston, MA 02109

MassHealth
1 Ashburton Place
Boston, MA 02108

FILING FEE AND COMPUTATION SHEET

Every applicant, other than a government agency, filing under M.G.L. c. 111, §25C is required to accompany the application with a filing fee as indicated below:

MAXIMUM CAPITAL EXPENDITURE: \$26,373,882 x .0020

= \$52,747.76 Filing Fee Minimum Filing

Fee is \$250.00, regardless of maximum capital expenditure.

Applicant must attach a check or money order made payable to the "Commonwealth of Massachusetts" in the amount indicated above. If applicant claims an exemption from the filing fee, state here why the applicant is exempt, citing the applicable section of the regulation.

NEWSPAPER NOTICE

PUBLIC ANNOUNCEMENT CONCERNING

East Longmeadow Management Systems, Inc.
D/b/a East Longmeadow Skilled Nursing Center

East Longmeadow Management Systems, Inc. d/b/a East Longmeadow Skilled Nursing Center located at 305 Maple Street, East Longmeadow, Massachusetts, intends to file an application with the Department of Public Health for a Determination of Need (“DoN”) to construct a replacement nursing facility on the same property as it currently resides. The new facility will have 131 beds, (which include 12 DoN exempt beds), at a Maximum Capital Expenditure of \$26,373,882 (January 2017 dollars). Any ten taxpayers of the Commonwealth of Massachusetts may register in connection with the application by February 27, 2017 or within 30 days after the filing date for the application, whichever is later. If requested, a public hearing shall be ordered on the application at the request of any such ten taxpayers made in writing no later than February 15, 2017 or within 20 days after the filing date for the application, whichever is later. Such registrations or requests for hearing shall be sent to the Department of Public Health, Determination of Need Program, Attention: Program Director, 250 Washington Street, Boston, MA 02108. The application may be inspected at such address and also at the Massachusetts Department of Public Health Western Regional Health Office, 23 Service Center, Northampton, MA 01060.

The above announcement has to be no less than 2 inches by 3 columns or 3 inches by 2 columns. One notice has to be in the Legal Section and one notice anywhere else in the paper.

Please note that one announcement has to be in the nearest daily newspaper where the Project is/will be located.

Assumes a 01/26/2017 publication date & 01/26/2017 filing date

(Springfield Republican – Nearest daily newspaper)

**PUBLIC ANNOUNCEMENT
CONCERNING**

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D/b/a East Longmeadow Skilled Nursing Center**

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(January 26)

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FACE SHEET

FACE SHEET

- 1a. FILING DATE: January 26, 2017 1b. FILING FEE: \$ 52,747.76
2. HSA: I 3. REGULAR or UNIQUE APPLICATION (Check one)
4. APPLICANT NAME: Fairview Extended Care Services, Inc.
5. ADDRESS: 305 Maple Street, East Longmeadow, MA 01028
6. CONTACT PERSON: (Name) Mark Cummings (Title) Principal
(Mailing Address): 300 Crown Colony Dr., Ste 300 Quincy, MA 02169
(Telephone) 617-984-8100
Email: mark.cummings@claconnect.com
- 7a. FACILITY NAME: East Longmeadow Skilled Nursing Center
- 7b. LOCATION: 305 Maple Street, East Longmeadow, MA 01028
8. FACILITY TYPE (circle one):
1) Acute Care Hospital 2) Nursing Facility 3) Ambulatory Surgery Center
4) Chronic Disease/Rehabilitation Hospital 5) Other _____
9. TYPE OF OWNERSHIP (circle as appropriate):
1) Private non-profit 3) Public
2) Private for-profit 4) Other _____
10. BRIEF PROJECT DESCRIPTION (consistent with newspaper notice):

The applicant intends to construct a replacement nursing facility on the same property it currently resides.

The new facility will have 131 beds (which include 12 DoN exempt beds).

11. PROJECT TYPE (check one or more as appropriate):
- Substantial Change in Service** – The addition or expansion of or conversion to a new technology, innovative service, or ambulatory surgery by acute care or non-acute care facilities regardless of whether the expenditure minimum is exceeded; non-acute care services provided by acute care hospitals; and any increase in bed capacity by a non-acute care facility totaling more than 12 beds to the licensed bed capacity of the entire facility.
 - Substantial Capital Expenditure** – Any capital expenditure that is at or exceeds the DoN expenditure minimums for acute care, non-acute care (including nursing homes) facilities and clinics.
 - Original Licensure** Original licensure of hospitals or clinics providing ambulatory surgery. This includes an original license to be issued following a transfer of ownership.

FACE SHEET

12. BEDS INVOLVED IN THE PROJECT (select all that apply):

	Existing Number of Licensed Beds	Number of Additional Beds Requested	Number of Beds Replaced/Renovated
Acute			
Medical/Surgical			
Obstetrics (Maternity)			
Pediatrics			
Neonatal Intensive Care			
ICU/CCU/SICU			
Acute Rehabilitation			
Acute Psychiatric			
adult			
adolescent			
pediatric			
Chronic Disease			
Substance Abuse			
detoxification			
short-term intensive rehabilitation			
Skilled Nursing Facility			
Level II	73	12	85
Level III	46		46
Level IV			
Other (specify)			

13. MAXIMUM CAPITAL EXPENDITURE: \$ 26,373,882

14. ANNUAL INCREMENTAL OPERATING COST: \$ 1,940,281

15. COMMUNITY HEALTH SERVICES INITIATIVES EXPENDITURE (see Factor 9)

\$ N/A

AFFIDAVIT OF TRUTHFULNESS

AFFIDAVIT OF TRUTHFULNESS AND PROPER SUBMISSION

Fairview Extended Care Services, Inc.

(Name of Applicant)*

305 Maple Street, East Longmeadow, MA 01028

(Address of Applicant, Street, City/Town and Zip Code)

hereby makes an application for a Determination of Need under M.G.L. c. 111, §§25C or 51 and 105 CMR 100.000 for

: original licensure
 substantial capital expenditure
 substantial change in service

With respect to a: hospital
 long term care facility
 ambulatory surgery center
 other (specify) _____

for the development of: East Longmeadow Skilled Nursing Center
(Name of facility and/or program)

at the following address: 305 Maple Street, East Longmeadow, MA 01028
(Street, City/Town and Zip Code)

Type of Ownership:

_____ City _____ State
_____ County Private Nonprofit Organization

Proprietary:

_____ Individual _____ Partnership
_____ Corporation

with the following estimated capital expenditure (105 CMR 100.020)

\$26,373,882.

*All persons participating in joint venture DoN applications (e.g., applications with two or more corporations) should be aware that each person who comprises the "applicant" will have to be named on the license. In addition, any subsequent changes in ownership of any person comprising the licensee will require compliance with the relevant change of ownership procedures.

All joint venture applicants should carefully evaluate the effect these requirements will have on their future activities.

AFFIDAVIT OF TRUTHFULNESS AND PROPER SUBMISSION continued

I, the undersigned, certify that:

1. I have read 105 CMR 100.000, the Massachusetts Determination of Need Regulation.
2. I have read this application for Determination of Need including all exhibits and attachments, and the information contained therein is accurate and true.
3. I have submitted the required copies of this application to the Determination of Need Program and to all relevant agencies (see below¹) as required.
4. I have caused notices to be published as required by 105 CMR 100.330-100.332. The notices, true copies of which are enclosed, were published in the

Springfield Republic
(Name of Newspaper)

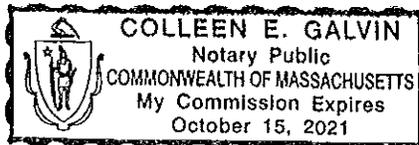
on 01/26/2017
(Date of Publication)

5. The applicant is, or will be, the eventual licensee of the facility.

Signed on the 24th day of January, 2017, under the pains and penalties of perjury.

For Corporation: 
William C. Jones, President

FORM MUST BE NOTARIZED IN THE SPACE PROVIDED BELOW:





Notary Signature

¹Copies of the application have been submitted as follows:

- | | |
|--|---|
| <input type="checkbox"/> Department of Public Health | <input type="checkbox"/> Center for Health Information and Analysis |
| <input type="checkbox"/> Regional Health Office | <input type="checkbox"/> Executive Office of Elder Affairs* |
| <input type="checkbox"/> Division of Medical Assistance (MassHealth) | <input type="checkbox"/> Department of Mental Health** |
| <input type="checkbox"/> Health Policy Commission | |

*Only if the project relates to long term care
**Only if project relates to mental health

3. APPLICANT INFORMATION

APPLICANT INFORMATION

1. List all officers, members of the board of directors, trustees, stockholders, partners, and any other individuals who have an equity or otherwise controlling interest in the application. With respect to each of these persons, please give his or her address, principal occupation, position with respect to the applicant, and amount, if any, of the percentage of stock, share of, partnership or other equity interest. (Answer on additional sheet).

See Attached Exhibit A

2. Have any of the individuals listed ever been convicted of any felony or ever been found in violation of any local, state or federal statute, regulation, ordinance, or other law which arises from or otherwise relates to that individual's relationship to a health care facility?

No

3. For all individuals listed, list all other health care facilities, within or without the Commonwealth in which they are officers, directors, trustees, stockholders, partners, or in which they hold an equity interest.

See Attached Exhibit A

4. State whether any of these individuals presently have, or intend to have, any business relationship, including but not limited to: supply company, mortgage company, etc., with the applicant.

None

5. If the applicant is a corporation, please attach a copy of your articles of incorporation to this section of your application.

See Attached Exhibit B

6. Indicate here the applicant's representative in regard to this application:

Mark Cummings

Name

617-984-8100

Telephone

Principal

Title

mark.cummings@claconnect.com

Email

CliftonLarsonAllen LLP

Facility/ Organization

300 Crown Colony Drive, Suite 310

Quincy, MA 02169

Address (Street, Town/City, and Zip Code)

All written and oral communications will be directed accordingly.

EXHIBIT A

**LIST OF OFFICERS,
DIRECTORS, TRUSTEES,
OWNERSHIP & RELATED
FACILITES**

The Commonwealth of Massachusetts

DEPARTMENT OF



PUBLIC HEALTH

LICENSE TO MAINTAIN A CONVALESCENT OR NURSING HOME

In accordance with the provisions of the General Laws, Chapter 111, Section 71, and regulations established thereunder, a license is hereby granted to

Fairview Extended Care Services, Inc.
Name of Licensee

for the maintenance of

East Longmeadow Skilled Nursing Center
Name of Home

at

305 Maple Street, East Longmeadow, MA 01028
Address

Quota not to exceed 119 Beds, as follows:

<i>First Floor</i>		<i>Second Floor</i>		<i>Third Floor</i>		<i>Fourth Floor</i>		<i>Total</i>	
Level I:	Beds	Level I:	Beds	Level I:	Beds	Level I:	Beds	Level I:	Beds
Level II:	73	Level II:	Beds	Level II:	Beds	Level II:	Beds	Level II:	73
Level III:	46	Level III:	Beds	Level III:	Beds	Level III:	Beds	Level III:	46
Level IV:	Beds	Level IV:	Beds	Level IV:	Beds	Level IV:	Beds	Level IV:	Beds

This license is valid until May 27, 2017, subject to revocation for cause.

Commissioner of Public Health

May 28, 2015

Date Issued

LICENSE NO. 0056

POST CONSPICUOUSLY

BERKSHIRE HEALTHCARE SYSTEMS, INC.
 BOARD OF TRUSTEES
 2015-2018

<p>Michael Christopher 32 Meadow Ridge Dr. Pittsfield, MA 01201</p> <p>1201 Edgewater Circle Bradenton, FL 34209</p>	<p>Richard Herrick President & CEO NYSHFA 33 Elk St., Suite 300 Albany, NY 12207-1010</p>	<p>Robin McGraw POB 873 Sheffield, MA 01257</p>
<p>Mario DeMartino 31 Gulf Rd. Lanesboro, MA 01237</p>	<p>William C. Jones President & Treasurer Berkshire Healthcare Systems, Inc. 75 North St., Suite 210 Pittsfield, MA 01201</p>	<p>Eileen Myers 630 Holmes Rd. Pittsfield, MA 01201</p>
<p>Joel Feinman, Ph.D. Valley Medical Group 329 Conway St. Greenfield, MA 01301</p>	<p>John Kittredge 235 Walker St., No. 133 Lenox, MA 01240</p>	<p>David Phelps President & CEO Berkshire Health Systems, Inc. 725 North St. Pittsfield, MA 01201</p>
<p>Mary Garofano 86 Thomas Island Rd. Pittsfield, MA 01201</p>	<p>Carmen Massimiano 274 Appleton Ave. Pittsfield, MA 01201</p>	<p>Carol Riordan 140 Blythewood Dr. Pittsfield, MA 01201</p>
<p>Marilyn Haus 228 Kemble St. Lenox, MA 01240</p>	<p>Catherine May 46 Housatonic St., Unit 2B Lenox, MA 01240</p>	

**BERKSHIRE HEALTHCARE SYSTEMS
AFFILIATE CONTACT INFORMATION**

<u>Bourne Manor</u> 146 MacArthur Boulevard Bourne, MA 02532 Tel: 508-759-8880 Fax: 508-759-8883	Facility#: 101 Speed Dial: 201 # of Staff: 125 # of Beds: 142
Administrator: Danielle Fusco HR: Lucy Ferreira Medical Director(s): Charles Walker (Rehab)/ Maria Batilo (Long Term) DON: Jeannie Morin SDC: Maryellen Covell Admissions: Ed Horgan Business Office: Mary Shea	A/R: Theora Lindsey A/P: Lynda McMahon Payroll: Debbie Rose Accountant: Doug Eash RDO: Jill Zucco

<u>Charlene Manor</u> 130 Colrain Road Greenfield, MA 01301 Tel: 413-774-3724 Fax: 413-774-7390	Facility#: 102 Speed Dial: 202 # of Staff: 131 # of Beds: 123
Administrator: Ashley LeBeau HR: Lisa Bjuring SDC: Theresa Suchanek Co-Medical Directors: Adam Blacksin & Joshua Mintz DON: JoAnn Lampron Admissions: Trista Vlach Business Office: Jay Gilbert	A/R: Christy Halkowicz A/P: Lynda McMahon Payroll: Debbie Rose Accountant: Doug Eash RDO: Trish Bragdon

<u>East Longmeadow Skilled Nursing</u> 305 Maple Street East Longmeadow, MA 01028 Tel: 413-525-6361 Fax: 413-525-6456	Facility#: 121 Speed Dial: 210 # of Staff: 120 # of Beds: 119
Administrator: Michael Marcus HR: Alyssa Denoncourt Doctor: Amrita Singh SDC: Jessica Emmonds Medical Director: AnnMarie Elder DON: Rosanne Antunes Admissions: Michaela Cassidy Business Office: Jessica Larivee	A/R: Tammy Denault A/P: Kathy Sosnowski Payroll: Helen Davis Accountant: Sheryl Guettler RDO: Jill Zucco

<p><u>Fairview Commons</u> 151 Christian Hill Road Gt. Barrington, MA 01230 Tel: 413-528-4560 Fax: 413-528-5691</p> <p>Administrator: Michelle Chappell – <i>(Richard Cabral to begin 12/12)</i> HR: Amy Coldiron SDC: Terry Overby Medical Director: Jonathan Grenoble, MD Co-Medical Director: Michael Murray, MD DON: Carolyn Sammons Admissions: Cori Barbato Business Office: Elsie Gilligan/ Samantha Kroehle</p>	<p>Facility#: 171 Speed Dial: 220</p> <p># of Staff: 140 # of Beds: 150</p> <p>A/R: Darlene Howe A/P: Carolyn Finnegan Payroll: Kevin Rahilly Accountant: Michelle Singer</p> <p>RDO: Trish Bragdon</p>
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<p><u>Hathaway Manor</u> 863 Hathaway Road New Bedford, MA 02740 Tel: 508-996-6763 Fax: 508-996-8596</p> <p>Administrator: Lee Allaire HR: Cheryl Hersberg SDC: Laura McGuire Medical Director: Jorge Andrade DON: Jason Plante Admissions: Colleen Cregan Business Office: Joanne Correia</p>	<p>Facility#: 103 Speed Dial: 205</p> <p># of Staff: 155 # of Beds: 142</p> <p>A/R: Christy Halkowitz A/P: Lynda McMahon Payroll: Debbie Rose Accountant: Doug Eash</p> <p>RDO: Jill Zucco</p>
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<p><u>Hillcrest Commons</u> 169 Valentine Road Pittsfield, MA 01201 Tel: 413-445-2300 Fax: 413-445-2306</p> <p>Administrator: Delores Duncan Assistant Administrator: Katie Henault HR: Brenda Stokes Recruitment: Sharon Dupont Medical Director: Tony Makdisi DON: Shaun Kennedy SDC: Kate Stechmann Admissions: Coreane Salvini/Maggie Brown (445-9747) Business Office: Bridgette Pope, Manager Karen Thompson</p>	<p>Facility#: 174 Speed Dial: 222</p> <p># of Staff: 266 # of Beds: 265</p> <p>A/R: Colleen Rufo A/P: Carolyn Finnegan Payroll: Kevin Rahilly Accountant: Patrick Herman</p> <p>RDO: Trish Bragdon</p>
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<u>Home Office – Central Block</u> 75 North Street, Suite 210 Pittsfield, MA 01201 Tel: 413-447-2535 Fax: 413-447-2196	Facility#: 150 # of Staff: 80
VP Talent Management: Debbie Richardson – 395-7904 Administrative Assistant: Cindy Sprague – 413-447-2042 Employee Relations Asst: Margaret Messer	HR Director: Amy Thomson – 447-2192 HR Associate: Tricia Hillebrand Recruitment: Paula O’Hagerty – 496-6840 Worker’s Comp: Donna Gregoire – 413-395-7848

<u>HospiceCare in the Berkshires</u> 877 South Street Pittsfield, MA 01201 Tel: 413-443-6471 Fax: 413-443-7814	Facility#: 411 # of Staff: 82 # of Volunteers: 116
Executive Director: Michelle Chappell HR: Cheryl Hunt Director of Clinical Services: Shannon Dickson Educator: Janice DiFillippo Executive Assistant: Erin Vincent	A/R: Tammy Denault A/P: Jacqueline Maslanka Payroll: Helen Davis Accountant: David Viale VP Hospice Services: Jeanne Ryan

<u>Hospice of Franklin County</u> 329 Conway Street, Suite 2 Greenfield, MA 01301 Tel: 413-774-2400 Fax: 413-774-2455	Facility#: 412 # of Staff: 31 # of Volunteers: 94
Executive Director: Terry Gaberson HR: Deana Prest Director, Clinical Services: Alana Gadreault Educator: Vacant AR, AP, Payroll, Acct: Susan Murray Executive Assistant: Emily Garmalo	A/R: Laura Ellsworth A/P: Jaqueline Maslanka Payroll: Helen Davis Accountant: Dave Viale VP Hospice Services: Jeanne Ryan

<u>Hunt Nursing and Rehabilitation Center</u>	Facility#: 122
90 Lindall Street	Speed Dial: 211
Danvers, MA 01923	
Tel: 978-777-3740	# of Staff: 115
Fax: 978-777-2704	# of Beds: 120
Administrator: Kenneth Cegelski	A/R: Christy Halkowitz
HR: Vacant	A/P: Kathy Sosnowski
SDC: Vacant	Payroll: Helen Davis
Medical Director: David Barrasso, MD	Accountant: Sheryl Guettler
DON: Marianne Beckvold	
Admissions: Marjorie Miller	RDO: Jill Zucco
Business Office: Peggy Prince	

<u>IntegriNurse</u>	Facility#: 300
75 North Street, Suite 210	
Pittsfield, MA 01201	
Tel: 413-881-5402	
Fax: 413-346-6701	
Sr. Account Executive: Stephen Lalinski	A/P: Jacqueline Maslanka
Account Representative: Kathy Dupras	Payroll: Helen Davis
Account Representative: Kristina Cormier	Accountant: Kate Hassett

<u>IntegriSript</u>	Facility#: 320
95B Ashley Avenue	
West Springfield, MA 01089	# of Staff: 48
Tel: 413-750-7000	
Fax: 413-732-0519	
Executive Director: Andy Kowal	A/P: Jacqueline Maslanka
HR Administrative Assistant: Mai Hong Nguyen	Payroll: Debbie Rose
Pharmacy Manager: Vacant	Accountant: Michelle Singer
Clinical Services Mgr: Sharon Millinazzo	RDO: Al Ingegneri

<u>Kimball Farms</u>	Facility#: 140
235 Walker Street	Speed Dial: 209
Lenox, MA 01240	
Tel: 413-637-7000	# of Staff: 147
Fax: 413-637-7277	# of Beds: 8-bed skilled nursing unit 150 Independent Living Apts. 48 Assisted Living Apts.
Executive Director: Sandy Shepard	A/R: Laura Ellsworth
HR: Amy Goodrich	A/P: Jacqueline Maslanka
Director Health Services: Melody Black	Payroll: Debbie Rose
SDC: Pat Haner	Accountant: Patrick Herman
Medical Director: Thomas Consolati	
Business Office: Fiona Giarolo	RDO: Al Ingegneri
Admissions: Dolly Curletti	

<p><u>Kimball Farms Nursing Care Center</u> 40 Sunset Avenue Lenox, MA 01240 Tel: 413-637-5011 Fax: 413-637-0849</p> <p>Administrator: Bill Kittler HR: Amy Goodrich Medical Director: Thomas Consolati DON: Cheryl Gunn-Pigott SDC: Sarah Ritcher Admissions: Andrea Stasiowski Business Office: Kelly Sullivan</p>	<p>Facility#: 111 Speed Dial: 203</p> <p># of Staff: 92 # of Beds: 74</p> <p>A/R: Laura Ellsworth A/P: Jacqueline Maslanka Payroll: Debbie Rose Accountant: Patrick Herman</p> <p>RDO: Al Ingegni</p>
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<p><u>Linda Manor</u> 349 Haydenville Road Leeds, MA 01053 Tel: 413-586-7700 Fax: 413-586-8137</p> <p>Administrator: Mark Ailinger HR: Jackie Yurkevicz Medical Director: Suzanne Jorey, MD DON: Lisa Mercier SDC: Rebecca Stefan Admissions: Bonnie Young Business Office: Kim Miller</p>	<p>Facility#: 104 Speed Dial: 206</p> <p># of Staff: 127 # of Beds: 123</p> <p>A/R: MaryKate Landaeta A/P: Lynda McMahan Payroll: Debbie Rose Accountant: Doug Eash</p> <p>RDO: Jill Zucco</p>
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<p><u>Linda Manor Assisted Living</u> 345 Haydenville Road Leeds, MA 01053 Tel: 413-588-3300 Fax: 413-582-0753</p> <p>Executive Director: Emily Uguccioni HR: MaryEllen Palmer Medical Director: Beth Warner Director Health Services: Amanda Smith Marketing Director: Jennifer English Business Office: Hannah Coon</p>	<p>Facility#: 105</p> <p># of Staff: 73 # of LEP: 20 # of Units: 65</p> <p>A/R: Laura Ellsworth A/P: Lynda McMahan Payroll: Debbie Rose Accountant: Michelle Singer RDO: Al Ingegni</p>
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Mt. Greylock Extended Care

1000 North Street
Pittsfield, MA 01201
Tel: 413-499-7186
Fax: 413-499-3086

Facility#: 130
Speed Dial: 207

of Staff: 109
of Beds: 100

Administrator: Maria Craft
HR: Krystal Safa
Medical Director: Eugene Heyman
DON: Rosalee Osthoff-Lampro
SDC: Amy Therrien
Admissions: Shavonn Melendez
Business Office: Ann Northrup

A/R: Darlene Howe
A/P: Jacqueline Maslanka
Payroll: Helen Davis
Accountant: Doug Eash

RDO: Tricia Bragdon

North Adams Commons

175 Franklin St.
North Adams, MA 01247
Tel: 413-664-4041
Fax: 413-664-1027

Facility#: 172
Speed Dial: 221

of Staff: 118
of Beds: 120

Administrator: Robert Post
HR: Dina Copeland
Medical Director: Chi Cheung, MD
DON: Dave Vautrin, RN
SDC: Nancy Underwood
Admissions: Kira Breard
Business Office: Elizabeth Pietruszka

A/R: Darlene Howe
A/P: Carolyn Finnegan
Payroll: Kevin Rahilly
Accountant: Michelle Singer

RDO: Trish Bragdon

Pilgrim Rehab & Skilled Nursing Center

96 Forest St.
Peabody, MA 01960
Tel: 978-532-0303
Fax: 978-531-6112

Facility#: 123
Speed Dial: 212

of Staff: 168
of Beds: 131

Administrator: Tara Gibney
HR: Kerry Levasseur
Medical Director: David Barrasso, MD
DON: Susan Hamel
SDC: Margaret Killam
Admissions: Sonia Nathan
Business Office: Diane Clanton

A/R: Theora Lindsey
A/P: Kathy Sosnowski
Payroll: Helen Davis
Accountant: Kate Hassett

RDO: Jill Zucco

<u>Williamstown Commons</u> 25 Adams Rd. Williamstown, MA 01267 Tel: 413-458-2111 Fax: 413-458-3156	Facility#: 173 Speed Dial: 223 # of Staff: 169 # of Beds: 180
Administrator: Jack Warren HR: Josephine Ellis Medical Director: Mary King Co-Medical Director: Catherine Keating DON: Stacy Gurney SDC: Cheryl Haddad Admissions: Sarah Kline Business Office: Donna Witherell	A/P: Tammy Denault A/R: Carolyn Finnegan Payroll: Kevin Rahilly Accountant: Michelle Singer RDO: Tricia Bragdon

<u>Windsor Nursing Home</u> 265 North Main St. S. Yarmouth, MA 02664 (508)394-3514 (508)394-9360 (Fax)	Facility#: 124 Speed Dial: 213 # of Staff: 105 # of Beds: 120
Administrator: Joanna Lovely HR: Fany Perez Medical Director: Zhouidi Hajjaj DON: Eileen Bubenick SDC: Jody Pope Admissions: Joan Parent Business Office: Dee Johnson	A/R: MaryKate Landaeta A/P: Kathy Sosnowski Payroll: Helen Davis Accountant: Kate Hassett RDO: Jill Zucco

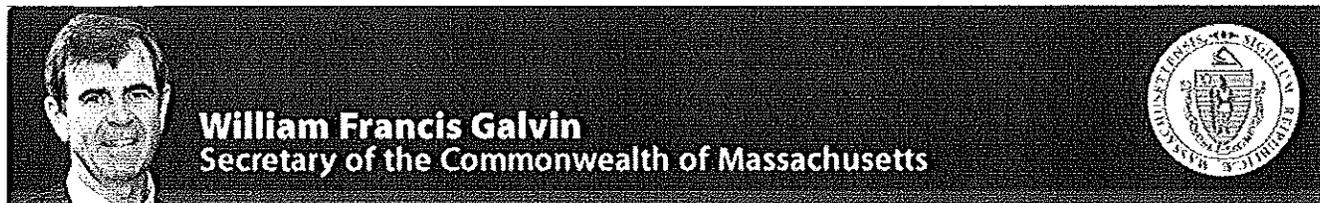
REHAB # OF STAFF: 200 –Included in with Facility Numbers

TOTAL STAFF: 3000

December 2016

EXHIBIT B

CERTIFICATE OF ORGANIZATION



Corporations Division

Business Entity Summary

ID Number: 042979430

[Request certificate](#)

[New search](#)

Summary for: **FAIRVIEW EXTENDED CARE SERVICES, INC.**

The exact name of the Nonprofit Corporation: FAIRVIEW EXTENDED CARE SERVICES, INC.			
Entity type: Nonprofit Corporation			
Identification Number: 042979430		Old ID Number: 001002821	
Date of Organization in Massachusetts: 10-06-1987			
Last date certain:			
Current Fiscal Month/Day: /		Previous Fiscal Month/Day: 12/31	
The location of the Principal Office in Massachusetts:			
Address: 75 NORTH ST., STE. 210			
City or town, State, Zip code, PITTSFIELD, MA 01201 USA			
Country:			
The name and address of the Resident Agent:			
Name:			
Address:			
City or town, State, Zip code,			
Country:			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	DAVID E. PHELPS	75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA 75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA	
TREASURER	WILLIAM C. JONES	75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA 75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA	
CLERK	DAVID E. PHELPS	75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA 75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA	

<input type="checkbox"/> Consent	<input type="checkbox"/> Confidential Data	<input type="checkbox"/> Merger Allowed	<input type="checkbox"/> Manufacturing
Note: Additional information that is not available on this system is located in the Card File.			
View filings for this business entity:			
ALL FILINGS			
Annual Report			
Application For Revival			
Articles of Amendment			
Articles of Consolidation - Foreign and Domestic			
Articles of Consolidation - Domestic and Domestic			
^			
▣			
v			
View filings			
Comments or notes associated with this business entity:			
^			
v			

[New search](#)

3. If the corporation has more than one class of members, the designation of such classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows: -

*4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:-

SEE CONTINUATION SHEETS 4A and 4B

CONTINUATION SHEET 4A

1. The Corporation shall have, and may exercise only in the furtherance of the charitable purposes stated herein, the following powers:
 - (a) To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, personal or real property, or any interest therein, wherever situated.
 - (b) To sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage, pledge, encumber or create a security interest in, all or any of its property, or any interest therein, wherever situated.
 - (c) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, employ, sell, lend, lease, exchange, transfer, or otherwise dispose of, mortgage, pledge, use and otherwise deal in and with, bonds and other obligations, shares, or other securities or interests issued by others, whether engaged in similar or different business, government, or other activities.
 - (d) To make contracts, give guarantees and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage, pledge or encumbrance of, or security interest in, all or any of its property or any interest therein, wherever situated.
 - (e) To have and exercise all powers necessary or convenient to effect any or all of the charitable purposes for which the Corporation is formed; provided that no such power shall be exercised in a manner inconsistent with Chapter 180 or the General Laws of the Commonwealth, or Section 501(c)(3) of the Internal Revenue Code, as amended.

CONTINUATION SHEET 4B

2. For the regulation of the internal affairs of the Corporation, it is hereby provided that:
- (a) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.
 - (b) No part of the activities of the Corporation shall involve carrying on propaganda and no substantial part of the activities of the Corporation shall involve attempts to influence legislation; and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.
 - (c) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any activity which would prevent it from obtaining exemption from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1954, as now in effect or as it may hereafter be amended, or cause it to lose such exempt status.
 - (e) Upon the dissolution, final liquidation, or winding up of the Corporation, the Board of Directors shall, subject to any requisite approval of the Supreme Judicial Court or Superior Court, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the charitable purposes of the Corporation in such manner, or to such other exempt charitable organization or organizations organized exclusively for charitable purposes which shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law), as the Board of Directors shall determine. In no event shall any of such assets be distributed to any incorporator, trustee, member, donor or employee.

5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected.
6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after date of filing).
7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

725 North Street, Pittsfield, MA 01201

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Carl Bradford	Williamsville Housatonic, MA 01236	Williamsville Housatonic, MA 01236
Treasurer:	Charles A. Bianchi	29 Lewis Avenue Gt. Barrington, MA 01230	29 Lewis Avenue Gt. Barrington, MA 01230
Clerk:	George Smith	Bow Wow Road Sheffield, MA 01257	Bow Wow Road Sheffield, MA 01257

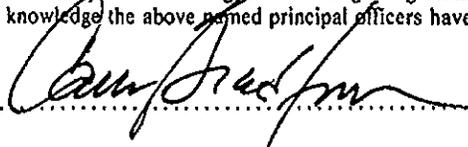
Directors: (or officers having the powers of directors)

Carl Bradford
Charles A. Bianchi
George Smith

- c. The date initially adopted on which the corporation's fiscal year ends is:
September 30
- d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:
Last Monday in January
- e. The name and business address of the resident agent, if any, of the corporation is:
None

IN WITNESS WHEREOF, and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this day of .19 87

I/We the below signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years; I/We do hereby further certify that to the best of my/our knowledge the above named principal officers have not been similarly convicted. If so convicted, explain.



The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

31475

27802

SECRETARY OF THE
COMMONWEALTH
1987 OCT -5 PM 4:10
THE COMMONWEALTH OF MASSACHUSETTS
CORPORATION DIVISION

ARTICLES OF ORGANIZATION
GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this 6th day of October 1987

Effective date

Michael J. Connolly

MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO: John F. Rogers, Esq.
Cain, Hibbard, Myers & Cook
184 North Street
Pittsfield, MA 01201

Telephone 413/443-4770

Filing Fee \$30.00

Copy Mailed

EAST LONGMEADOW MANAGEMENT SYSTEMS, INC.

BY-LAWS

ARTICLE I - THE CORPORATION

SECTION A - NAME: The name of the Corporation shall be East Longmeadow Management Systems, Inc.

SECTION B - OBJECTS: The objects of the Corporation shall be as set forth in the Articles of Organization.

SECTION C - MEMBERSHIP: Berkshire-Massachusetts, Inc. ("BMA"), a Massachusetts charitable corporation, acting through its Board of Trustees, shall be the sole Member of the Corporation.

SECTION D - POWERS: The Member of the Corporation shall have and may exercise those powers conferred on it by law, the Articles of Organization and these By-Laws, including the power to elect the Board of Trustees.

SECTION E - MEETINGS: The annual meeting of the Member shall be held on the third Tuesday in January or such other day as may be set by the Board of Trustees for the purpose of electing Trustees and conducting such other business as may lawfully come before the Member.

Special meetings of the Member may be held at the call of the President, the Member or the Board of Trustees of the Corporation and shall be called by the Clerk of the Corporation. No business may be transacted except such as is set forth in the call for the meeting.

Notice of the time, place and purpose of the annual or any special meeting of the Member shall be given by the Clerk by mailing said notice to each member of the Board of Trustees of the Member at his address as it appears in the records of the Corporation, postage prepaid, or by delivering it to him at his residence or usual place of business at least seven days before the meeting.

SECTION F - AGENDA: The agenda at meetings of the Member of the Corporation shall be as follows:

1. Annual Meeting:
 - a. Call to order
 - b. Presentation and approval of minutes of last annual meeting and any special meetings held since
 - c. Presentation of the annual report of the Board of Trustees
 - d. Transaction of any other business that may be properly brought before the meeting
 - e. Election of members of the Board of Trustees
 - f. Adjournment
2. Special Meetings:
 - a. Call to order
 - b. Reading of official call for the meeting
 - c. Transaction of business for which the meeting is called
 - d. Adjournment

ARTICLE II - BOARD OF TRUSTEES

SECTION A - MEMBERSHIP: The Board of Trustees shall consist of not less than three (3) or more than five (5) persons.

No employee of the Corporation shall be an elected member of the Board of Trustees.

The term of office of each elected Trustee shall be three (3) years and the terms of office shall be staggered. An elected Trustee may be removed when unable or unwilling to carry out the duties and responsibilities of his or her position by a two-thirds vote of all the remaining Trustees or by action of the Member. The office of any Trustee who fails to attend at least half of the regular Board of Trustees meetings during any year shall be declared vacant.

If any elected member of the Board of Trustees shall die, resign or be removed, the vacancy may be filled by a majority vote of the remaining Trustees until the next annual meeting of the Corporation at which time a successor shall be elected to hold office for the remaining unexpired term of the member whose death, resignation or removal created the vacancy, in either case subject to the foregoing requirements of this Section.

SECTION B - POWERS. The administrative powers of the Corporation shall be vested in the Board of Trustees which shall have charge, control and management of the property,

affairs and funds of the Corporation and shall have the power and authority to do and perform all acts and functions not inconsistent with these By-Laws or with any action taken by the Corporation, except those powers reserved to the Member by law, the Articles of Organization or these By-Laws and such additional powers and rights as the Trustees may delegate, which powers shall include the following:

1. The Board of Trustees shall require the establishment of appropriate administrative and fiscal controls to ensure implementation of approved policies and programs.

2. The Board of Trustees shall select independent auditors for the Corporation.

3. The Board of Trustees shall cause to be prepared for presentation at its last meeting before the end of the fiscal year, the Corporation's annual operating budget and all capital budgets which shall then be subject to approval by the Member.

a. In its review of the annual operating budgets, the Member shall concentrate on general policy issues impacting on the system of entities with which this Corporation is affiliated including the level of the budgeted increase in aggregate charges, the level of the budgeted increase in aggregate compensation, the extent of the budgeted

deficit or surplus, shift in program priorities or the addition of new revenue or new expense centers and shall not otherwise review individual line items of revenue or expense as contained in the budget.

- b. In its review of capital budgets, the Member shall concentrate on general policy issues including the priorities reflected in the budget, the advisability of making the expenditures in light of expected rates of return, competitive environment and alternatives in the community, the financing arrangements, and the decision to buy or lease and shall not otherwise review the identity of the supplier or the specific terms of the purchase or lease arrangements.

4. The Board of Trustees shall develop and approve an overall strategic plan for the Corporation including the development of off-site facilities, the addition of new programs and affiliations with other institutions, which shall be consistent with the strategic plan of the Member as determined by the Member.

5. The Board of Trustees shall review, formulate and approve plans for the borrowing of any sum in excess of \$500,000 which has a stated term greater than one year or which is secured by a mortgage of all or any portion of the

Corporation's real property or by a security interest in the Corporation's assets or revenues which shall be reviewed in all respects and approved by the Member; provided, however, that approval by the Member shall not be necessary for any borrowing to purchase or lease equipment or other personal property secured by a purchase money lien or a title retention or security agreement except as incident to the review of the capital budget pursuant to paragraph (3)(b) above.

6. The Board of Trustees shall review any voluntary dissolution, merger or consolidation of the Corporation or the sale or transfer of all or substantially all of the Corporation's assets or the creation or acquisition of any subsidiary or affiliate Corporation, each of which shall be subject to approval by the Member.

SECTION C - MEETINGS: The Board of Trustees shall meet annually at such time and place as may be specified in the notice of the meeting. Special meetings of the Board of Trustees may be called by the President and shall be called by him upon the request of a majority of the Board of Trustees. A quorum for the transaction of business at regular and special meetings of the Board shall consist of a simple majority of all the voting members of the Board. It shall be sufficient notice to a Trustee to send notice by mail at least forty-eight hours or by telegram at least twenty-four hours before the meeting addressed to him at his

usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four hours before the meeting.

Any action required or permitted to be taken at any meeting of the Board of Trustees may be taken without a meeting if all the Trustees consent to the action in writing and the written consents are filed with the records of the meetings of the Board of Trustees. Such consents shall be treated for all purposes as a vote at a meeting.

Unless otherwise provided by law or the Articles of Organization, members of the Board of Trustees may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

ARTICLE III - OFFICERS

SECTION A - OFFICERS: The executive officers of the Corporation shall be the President, one or more Vice Presidents (if designated by the Board), the Clerk and the Treasurer.

The executive officers of the Corporation shall be elected annually by the Member, acting through its Board of Trustees, and each such officer shall hold office until the next annual meeting of the Board and until the election and qualification of his successor, subject to the provisions of these By-Laws.

The Board or the President, subject to the control of the Board, may appoint other officers (including Assistant Vice Presidents, Assistant Clerks and Assistant Treasurers), agents or employees, each of whom shall hold office for such period and have such powers and duties as the Board or the President, subject to the control of the Board, determines.

SECTION B - THE PRESIDENT: The President shall serve as the full time chief executive officer of the Corporation within the framework of these By-Laws and the plans and policies adopted by the Board. The President shall preside at all meetings of the Board of Trustees and the Member of the Corporation. The President shall provide leadership and administrative staff support in the conception and development of objectives, plans, policies and budgets for consideration and adoption by the Board of Trustees. He shall direct, evaluate and control the management of the Corporation and shall report regularly to the Board of Trustees on specific plans and on progress toward their attainment. The President shall serve as the chief representative of the Corporation to all parties and shall be a member ex-officio of all standing committees.

SECTION C - VICE PRESIDENT: The Vice President, under the general direction of the Board shall have management responsibility as delegated by the Board or the President, subject to the control of the Board. The Vice President shall assist the President in the development and

implementation of major policy changes and capital projects and shall act for the President in his absence and disability. The Vice President shall assume such other duties as may be assigned to him.

SECTION D - THE CLERK: The Clerk shall give notice of all meetings to members of the Board of Trustees, shall attend all meetings, shall record all votes and minutes in a book kept for that purpose and shall conduct all official correspondence of the Corporation. He shall keep such other records and perform such other duties as may be assigned to him by the Board. The Clerk shall be a resident of Massachusetts unless the Corporation shall have a duly appointed resident agent and may, but need not be, an administrative employee of the Corporation.

SECTION E - THE TREASURER: The Treasurer shall serve as the chief financial officer of the Corporation, responsible for all monies, securities, titles, mortgages and similar documents on all real and personal property of the Corporation. He shall assume such other duties as may be assigned to him by the Board and may, but need not be, an administrative employee of the Corporation.

SECTION F - RESIGNATION AND REMOVAL OF OFFICERS:
Any officer may resign at any time by giving written notice to the President or the Clerk of the Corporation, to take effect at the time specified therein. The acceptance of such resignation, unless required by the terms hereof, shall

not be necessary to make it effective. Any executive officer may be removed at any time, either with or without cause, by a majority of the entire Board. Any other officer may be removed at any time, either with or without cause, by the Board, or by the committee or executive officer who appointed him.

SECTION G - INDEMNIFICATION: The Corporation shall indemnify every member of the Board of Trustees, whether elected or ex-officio, and every officer against expenses, including but not limited to attorney's fees, reasonably incurred by him in connection with the defense of any claim, action, suit or proceeding brought or asserted against him by reason of his being or having been such a member or officer except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Corporation is advised by counsel that the person to be indemnified did so act in good faith. The foregoing right of indemnification shall not be exclusive of other rights to which such a member of the Board of Trustees or officer might be entitled.

ARTICLE IV - COMMITTEES OF THE BOARD OF TRUSTEES

SECTION A - DESCRIPTION. Committees of the Board shall be either standing or special. The Board of Trustees may

elect or appoint one or more standing committees. The Board may appoint special committees for limited periods of time to consider special matters and to make recommendations to the Board of Trustees as required. The Board may appoint any individual, whether or not a member of the Board of Trustees, to a standing or special Committee; provided, however, no Corporation employee may be appointed without the consent of the President and a member of the Board of Trustees shall be the chairman of each standing committee. Each standing and special committee shall organize itself in such manner as it may from time to time deem proper, subject to approval by the Board of Trustees.

ARTICLE V - CONFLICT OF INTEREST

SECTION A - DISCLOSURE OF CONFLICT: Any duality of interest or possible conflict of interest on the part of any member of the Board of Trustees shall be disclosed to the other members of the Board and made a matter of record through an annual procedure and also when the interest becomes a matter of Board action.

SECTION B - ABSTENTION FROM VOTING - QUORUM: Any member of the Board of Trustees having a duality of interest or possible conflict of interest on any matter shall not vote or use his personal influence on the matter, and he shall not be counted in determining the quorum for the meeting, even where permitted by law. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting, and the quorum situation.

SECTION C - STATEMENT OF POSITION ON CONFLICTING

MATTER: The foregoing requirements shall not be construed as preventing a member of the Board of Trustees from briefly stating his position in the matter, nor from answering pertinent questions of other Board members since his knowledge may be of great assistance.

SECTION D - NOTICE OF NEW MEMBERS: Any new member of the Board will be advised of this policy upon entering on the duties of his office.

ARTICLE VI - EXECUTION OF PAPERS

SECTION A - EXECUTION: Except as the Board of Trustees may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Corporation shall be signed by the President or by the Treasurer.

Any recordable instrument purporting to affect an interest in real estate, executed in the name of the Corporation by two of its officers, of whom one is the President or a Vice President and the other is the Treasurer or an Assistant Treasurer, shall be binding on the Corporation in favor of a purchaser or other person relying in good faith on such instrument notwithstanding any inconsistent provisions of the Articles of Organization, these By-Laws, resolutions or votes of the Corporation.

ARTICLE VII - AMENDMENTS

SECTION A - AMENDMENT. These By-Laws may be altered, amended or repealed by an affirmative vote of two-thirds of the Board of Trustees of the Member present at any duly constituted regular or special meeting of the Board of Trustees of the Member.

BB#4927



Corporations Division

Business Entity Summary

ID Number: 043080762

[Request certificate](#)

[New search](#)

Summary for: EAST LONGMEADOW MANAGEMENT SYSTEMS, INC.

The exact name of the Nonprofit Corporation: EAST LONGMEADOW MANAGEMENT SYSTEMS, INC.			
Entity type: Nonprofit Corporation			
Identification Number: 043080762		Old ID Number: 000327644	
Date of Organization in Massachusetts: 03-06-1990			
Last date certain:			
Current Fiscal Month/Day: /		Previous Fiscal Month/Day: 12/31	
The location of the Principal Office in Massachusetts: Address: 75 NORTH ST., STE. 210 City or town, State, Zip code, PITTSFIELD, MA 01201 USA Country:			
The name and address of the Resident Agent: Name: Address: City or town, State, Zip code, Country:			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	DAVID E. PHELPS	75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA 75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA	
TREASURER	WILLIAM C. JONES	75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA 75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA	
CLERK	DAVID E. PHELPS	75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA 75 NORTH ST., STE. 210, PITTSFIELD, MA 01201 USA	

<input type="checkbox"/> Consent	<input type="checkbox"/> Confidential Data	<input type="checkbox"/> Merger Allowed	<input type="checkbox"/> Manufacturing
View filings for this business entity:			
ALL FILINGS			
Annual Report			
Application For Revival			
Articles of Amendment			
Articles of Consolidation - Foreign and Domestic			
Articles of Consolidation - Domestic and Domestic			
<input type="button" value="View filings"/>			
Comments or notes associated with this business entity:			
<div style="border: 1px solid black; height: 50px;"></div>			

The Commonwealth of Massachusetts

FEE: \$15.00

William Francis Galvin
 Secretary of the Commonwealth
 One Ashburton Place - Room 1717, Boston, Massachusetts 02108-1512
 Telephone: (617) 725-9640

M.G.L. Ch.180
 Corporation
 Annual Report

ANNUAL REPORT

FEDERAL IDENTIFICATION
 NO. 04-3080762

Filing for November 1, 20 15

In compliance with the requirements of Section 26A of Chapter one hundred and eighty (180) of the General Laws:

1. NAME: East Longmeadow Management Systems, Inc.

2. ADDRESS: 75 North Street, Suite 210
(number) (street)
Pittsfield MA 01201
(city or town) (state) (zip)

3. DATE OF THE LAST ANNUAL MEETING: April 2015

4. If the corporation is a cemetery corporation, it must hold perpetual care funds in trust and attach a copy of the written agreement establishing the trust. (check appropriate box)

The cemetery corporation certifies that perpetual care funds are held in trust and a copy of the written agreement establishing the trust is attached.

OR

The cemetery corporation hereby certifies that it does not hold perpetual care funds in trust.

5. State the names and addresses of the president, treasurer, clerk, at least one director of the corporation, and the date on which the term of office of each expires: (PLEASE TYPE OR PRINT).

NAME OF OFFICE	NAME	ADDRESSES Number, Street, City or Town, State and Zip Code	EXPIRATION OF TERM OF OFFICE
President:	William C. Jones, Jr.	75 North Street, Suite 210 Pittsfield, MA 01201	Until next
Treasurer:	William C. Jones, Jr.	75 North Street, Suite 210 Pittsfield, MA 01201	annual
Clerk: (or Secretary)	Lynn Murphy	75 North Street, Suite 210 Pittsfield, MA 01201	meeting or
Directors: (or Officers having the powers of Directors)	David E. Phelps	75 North Street, Suite 210 Pittsfield, MA 01201	until their successors are elected and qualified
	William C. Jones, Jr.	75 North Street, Suite 210 Pittsfield, MA 01201	

I, the undersigned William C. Jones, Jr. being the President of the above-named corporation, in compliance with General Laws, Chapter 180, hereby certify that the information above is true and correct as of the dates shown.

IN WITNESS WHEREOF AND UNDER PENALTIES OF PERJURY, I hereto sign my name on this 20th day of October, 20 15.

Signature:  Title: President

Contact Person: Kathryn Hassett Contact Person Telephone #: (413) 395-7847



[Signature]
Examiner

The Commonwealth of Massachusetts

Office of the Secretary of State
One Ashburton Place, Boston, MA 02108

Michael Joseph Connolly, Secretary

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

Incorporators

NAME

RESIDENCE

Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.

JOHN F. ROGERS

78 WEST STREET
LENOX, MA 01240

[Signature]

Name
Approved

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

EAST LONGMEADOW MANAGEMENT SYSTEMS, INC.

2. The purposes for which the corporation is formed is as follows:

SEE CONTINUATION SHEET 2A

90-065020

SECRETARY OF STATE
RECEIVED
1990 MAR -6 PM 12: 24
CORPORATION DIVISION

C
P
M
R.A.

[Signature]
P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

3. If the corporation has more than one class of members, the designation of such classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows: -

NONE

*4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:-

SEE CONTINUATION SHEETS 4A THROUGH 4D

CONTINUATION SHEET 2A

This Corporation is formed exclusively for charitable purposes and to acquire, establish, maintain and operate skilled nursing and extended care facilities and render related services; and to carry on any other lawful business and activities as may be appropriate and consistent with its status as a charitable corporation under Massachusetts General Laws, Chapter 180, as amended from time to time and with the Corporation's status as an organization described under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended from time to time, including but not limited to:

1. owning, leasing, operating and maintaining property suitable or necessary for the Corporation to provide such services and facilities; and
2. employing or retaining such qualified persons or entities as may be needed for the Corporation to provide such services and facilities.

BB#4735-5
MASUB

4. The corporation shall have the following powers in furtherance of its corporate purposes:

(a) The corporation shall have perpetual succession in its corporate name.

(b) The corporation may sue and be sued.

(c) The corporation may have a corporate seal which it may alter at pleasure.

(d) The corporation may elect or appoint trustees, officers, employees and other agents, fix their compensation and define their duties and obligations.

(e) The corporation may purchase, receive or take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated, in an unlimited amount.

(f) The corporation may solicit and receive contributions from any and all sources and may receive and hold, in trust or otherwise, funds received by gift or bequest.

(g) The corporation may sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage, pledge, encumber or create a security interest in, all or any of its property, or any interest therein, wherever situated.

(h) The corporation may purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, employ, sell, lend, lease, exchange, transfer, or otherwise dispose of, mortgage, pledge, use and otherwise deal in and with, bonds and other obligations, shares, or other securities or interests issued by others, whether engaged in similar or different business, governmental, or other activities.

(i) The corporation may make contracts, give guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage, pledge or encumbrance of, or security interest in, all or any of its property or any interest therein, wherever situated.

(j) The corporation may lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

(k) The corporation may do business, carry on its operations, and have offices and exercise the powers granted by Massachusetts General Laws, Chapter 180, in any jurisdiction within or without the United States, although the corporation shall not be operated for the primary purpose of carrying on for profit a trade or business unrelated to its tax exempt purposes.

(l) The corporation may pay pensions, establish and carry out pension, savings, thrift and other retirement and benefit plans, trusts and provisions for any or all of its trustees, officers and employees.

(m) The corporation may make donations in such amounts as the Member or trustees shall determine, irrespective of corporate benefit, for the public welfare or for community fund, hospital, charitable, religious, educational, scientific, civic or similar purposes, and in time of war or other national emergency in aid thereof; provided that, as long as the corporation is entitled to exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code, it shall make no contribution for other than religious, charitable, scientific, testing for public safety, literary, or educational purposes or for the prevention of cruelty to children or animals.

(n) The corporation may be an incorporator of other corporations of any type or kind.

(o) The corporation may be a partner in any business enterprise which it would have power to conduct by itself.

(p) The trustees may make, amend or repeal the by-laws in whole or in part, except with respect to any provision thereof which by law or the by-laws requires action by the Member.

(q) Meetings of the Member may be held anywhere in the United States.

(r) No part of the assets of the corporation and no part of any net earnings of the corporation shall be divided among or inure to the benefit of any officer or

trustee of the corporation or any private individual or be appropriated for any purposes other than the purposes of the corporation as herein set forth; and no substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation except to the extent that the corporation makes expenditures for purposes of influencing legislation in conformity with the requirements of Section 501(h) of the Internal Revenue Code; and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. It is intended that the corporation shall be entitled to exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code and shall not be a private foundation under Section 509(a) of the Internal Revenue Code.

(s) Upon the liquidation or dissolution of the corporation, after payment of all of the liabilities of the corporation or due provision therefor, all of the assets of the corporation shall be disposed of to one or more organizations exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

(t) In the event that the corporation is a private foundation as that term is defined in Section 509 of the Internal Revenue Code, then notwithstanding any other provisions of the articles of organization or the by-laws of the corporation, the following provisions shall apply:

The trustees shall distribute the income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code.

The trustees shall not engage in any act of self dealing as defined in Section 4941(d) of the Internal Revenue Code; nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code; nor make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

(u) The corporation shall have and may exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is formed; provided, however, that no such power shall be exercised in a manner inconsistent with Massachusetts General Laws, Chapter 180 or any other chapter of the General Laws of the Commonwealth of Massachusetts; and provided, further, that the corporation shall not engage in any activity or exercise any power which would deprive it of any exemption from federal income tax which the corporation may receive under Section 501(c)(3) of the Internal Revenue Code.

(v) All references herein: (i) to the Internal Revenue Code shall be deemed to refer to the Internal Revenue Code of 1954, as now in force or hereafter amended; (ii) to the General Laws of the Commonwealth of Massachusetts, or any chapter thereof, shall be deemed to refer to said General Laws or chapter as now in force or hereafter amended; and (iii) to particular sections of the Internal Revenue Code or the General Laws of the Commonwealth of Massachusetts shall be deemed to refer to similar or successor provisions hereafter adopted.

5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected.
6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after date of filing).
7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:
 725 NORTH STREET, PITTSFIELD, MA 01201

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Clint Bourdon	45 Candlewood Road Ipswich, MA 01938	45 Candlewood Road Ipswich, MA 01938
Treasurer:	Thomas M. Clarke	44 Clydesdale Avenue Pittsfield, MA 01201	44 Clydesdale Avenue Pittsfield, MA 01201
Clerk:	Keith T. Pryor	6 Baldwin Lane Amherst, MA 01002	6 Baldwin Lane Amherst, MA 01002
Directors: (or officers having the powers of directors)			
	Clint Bourdon	Same as Above.	Same as Above.
	Thomas M. Clarke	Same as Above.	Same as Above.
	Keith T. Pryor	Same as Above.	Same as Above.

c. The date initially adopted on which the corporation's fiscal year ends is:
 December

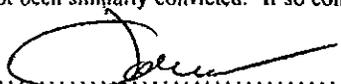
d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:

Third Tuesday in January in each year

e. The name and business address of the resident agent, if any, of the corporation is:

IN WITNESS WHEREOF, and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this 5th day of March, 1990

I/We the below signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years; I/We do hereby further certify that to the best of my/our knowledge the above named principal officers have not been similarly convicted. If so convicted, explain.


 John F. Rogers

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

327644

SECRETARY OF STATE
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CORPORATION DIVISION

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of ~~\$30.00~~ having been paid, said articles are deemed to have been filed with me this *6th* day of *March* 19*90*

FILING FEE: \$35.00

Effective date

MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO: ANNE M. SICLEY, PARALEGAL
CAIN, HIBBARD, MYERS & COOK, P.C.

.....
66 WEST STREET
.....

PITTSFIELD, MA 01201
.....

Telephone..... 413/443-4771.....

Filing Fee \$30.00

Copy Mailed

4. STANDING TO APPLICATION

ZONING LETTER

East Longmeadow Planning Board

60 Center Square

East Longmeadow, Massachusetts 01028

since 1894

Telephone: (413) 525-5400 - extension 1700 - Facsimile (413) 525-1636

Ralph Page, chair

George Kingston, vice-chair

Tyde Richards, clerk

Michael Carabella

Deborah Bushnell

robyn d. macdonald, director

rmacdonald@eastlongmeadowma.gov

July 27, 2016

Rochelle Howe
Financial Analyst
Berkshire Healthcare Systems, Inc.
75 North Street, Suite 210
Pittsfield, MA 01201-5126

Dear Ms. Howe:

This letter is to confirm that, to the best of my knowledge, the existing East Longmeadow Skilled Nursing Center is an allowable use under a Special Permit in Residential B District in East Longmeadow. Although the records from earlier years were damaged in a flood, the use is an allowed use and conforms to the current zoning requirements. Any changes in the site however will need re-application and an amended Special Permit.

If you have any questions, please contact me at the above number.

Very truly yours,


Robyn D. Macdonald
Director of Planning, Zoning & Conservation

Cc: Town Manager

DEED/LEASE

53929
QUITCLAIM DEED

Property Location: Dwight Road, Longmeadow, Massachusetts
306 Maple Street, East Longmeadow, Massachusetts
318 Maple Street, East Longmeadow, Massachusetts

HANNOVER HEALTHCARE-MASSACHUSETTS, INC., a
Massachusetts corporation with a usual place of business
at East Longmeadow, Hampden County, Commonwealth of
Massachusetts for consideration paid in the amount of
SEVEN MILLION SIX HUNDRED NINETY THREE THOUSAND AND NO/100
(\$7,693,000.00) DOLLARS, grants to FAIRVIEW EXTENDED CARE
SERVICES, INC., a Massachusetts non-profit corporation
with a usual place of business at 742 North Street,
Pittsfield, Massachusetts, with QUITCLAIM COVENANTS, the
land with the buildings and improvements in said
Longmeadow and East Longmeadow, Hampden County,
Commonwealth of Massachusetts, bounded and described as
follows:

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HAMPDEN
MAY 21 1988
2:56:58
EXCISE TAX

EXHIBIT A

Parcel A LAND IN LONGMEADOW, HAMPDEN COUNTY:

Beginning at a point situated in the easterly line of Dwight Road, said point being the northwesterly corner of the parcel herein described and the southwesterly corner of Parcel C shown on the Plan hereinafter described; thence running, as shown on the Plan:

- N 74° 39' 17" E along Parcel C, a distance of 398.45 feet to a point situated on the Longmeadow-East Longmeadow town line and the westerly line of Parcel A; thence
- S 06° 24' 12" E along the Longmeadow-East Longmeadow town line and Parcel C, a distance of 70.00 feet to a point situated in the northeasterly corner of Parcel E; thence
- S 60° 27' 00" W along Parcel E, a distance of 154.79 feet to a point situated in the northeasterly corner of Parcel D; thence
- S 57° 50' 37" W along Parcel D, a distance of 206.65 feet to a point situated in the easterly line of Dwight Road; thence
- N 29° 11' 00" W along the easterly line of Dwight Road, a distance of 150.00 feet to the point of beginning.

The above described parcel of land contains 37,016 square feet, is designated as Parcel A and is as shown on a plan entitled "Plan of Land in the Town of Longmeadow and East Longmeadow-Mass." prepared by Durkee, White, Towne & Chapdelaine, Civil Engineers & Land Surveyors, dated June 13, 1990, revised August 12, 1990, comprised of two sheets, 9 and 10, and recorded with the Hampden County Registry of Deeds in Book of Plans 273, Page 99 (the "Plan").

Parcel B LAND IN EAST LONGMEADOW, HAMPDEN COUNTY:

Beginning at a point situated on the northerly side of Maple Street, said point being a southwesterly corner of the parcel herein described and the southeasterly corner of land, now or formerly, of 313 Corporation; thence running as shown on the Plan;

N 10° 26' 10" W along land of 313 Corporation a distance of 372.78 feet to a point situated in the northeasterly corner of said 313 Corporation; thence

S 68° 26' 50" W along land of 313 Corporation and Parcel F, a distance of 321.55 feet to a point; thence

S 68° 27' 00" W along Parcel F, a distance of 116.25 feet to a point situated on the Longmeadow-East Longmeadow town line and Parcel A; thence

N 06° 24' 12" W along the Longmeadow-East Longmeadow town line and Parcels A and C, a distance of 514.33 feet to a point at land, now or formerly, of L.D.C. Associates; thence

N 75° 19' 00" E along land of L.D.C. Associates, a distance of 157.79 feet to a point at land, now or formerly, of Franconia Golf Course, City of Springfield; thence

S 89° 14' 40" E along Franconia Golf Course, City of Springfield, a distance of 534.16 feet to a point at land, now or formerly, of Chester K. Darby and Bernice L. Darby; thence

S 07° 53' 10" W along land of Darby, a distance of 316.07 feet to a point; thence

N 68° 29' 20" E along land of Darby, a distance of 100.00 feet to a point; thence

S 05° 07' 00" W along land of Darby, a distance of 405.63 feet to a point in the northerly line of Maple Street; thence

S 67° 30' 00" W along the northerly line of Maple Street, a distance of 182.01 feet to the point of beginning.

Subject to and together with the right and easement of underground utilities including water lines, telephone line and storm drains as shown on Plan, Book of Plans 219, Pages 122 and 123.

The above described parcel of land contains 8.2773 acres, is designated Parcel B and is as shown on the Plan.

Parcel C LAND IN LONGMEADOW, HAMPDEN COUNTY:

Beginning at a point situated in the easterly line of Dwight Road, said point being the southwesterly corner of land, now or formerly, of John O. Grippo, thence running,

- S 88° 51' 00" E along land of Grippo, a distance of 193.22 feet to a point; thence
- N 02° 09' 00" W along land of Grippo, a distance of 360.89 feet to a point situated in line of and, now or formerly of L.D.C. Associates; thence
- N 75° 19' 00" E along land, of L.D.C. Associates a distance of 235.86 feet to a point situated on the Longmeadow-East Longmeadow town line and Parcel B; thence
- S 06° 24' 12" E along the Longmeadow-East Longmeadow town line and Parcel B, a distance of 444.83 feet to the southeasterly corner of Parcel C and northeasterly corner of Parcel A; thence
- S 74° 39' 17" W along Parcel A, a distance of 398.45 feet to a point in the easterly line of Dwight Road, thence
- N 29° 11' 00" W along the easterly line of Dwight Road, a distance of 150.00 feet to the point of beginning.

The above described parcel of land contains 2.9827 acres, is designated Parcel C and is as shown on the Plan.

Parcel D LAND IN LONGMEADOW AND EAST LONGMEADOW, HAMPDEN COUNTY

Beginning at a point situated in the easterly line of Dwight Road, said point being the northwesterly corner of the parcel herein described and the southwesterly corner of Parcel A described above; thence running,

- N 57° 50' 37" E along Parcel A, a distance of 206.65 feet to the northwesterly corner of Parcel E; thence

S 40° 51' 20" E along Parcel E a distance of 214.91 feet to a point at land, now or formerly, of George and Anna Bergmann; thence

S 47° 01' 15" W along land of Bergmann, a distance of 80.00 feet to a point; thence

S 27° 23' 15" E along land of Bergmann, a distance of 195.28 feet to a point; thence

S 49° 56' 15" W along land of Bergmann, a distance of 60.00 feet to a point; thence

S 38° 03' 20" E along land of Bergmann, a distance of 173.03 feet to a point in the northerly line of Maple Street in East Longmeadow; thence

S 35° 01' 45" W along the northerly line of Maple Street, a distance of 28.31 feet to a point situated on the Longmeadow-East Longmeadow town line; thence

N 06° 24' 12" E along the Longmeadow-East Longmeadow town line, a distance of 22.72 feet to a point; thence

S 35° 05' 00" W along the northerly line of Williams Street, a distance of 52.78 feet to a point; thence

SOUTHWESTERLY By a curve to the right, having a radius of 560.00 feet, a distance of 31.13 feet along the northerly line of Williams Street to a point; thence

NORTHWESTERLY by a curve to the right, having a radius of 30.00 feet, a distance of 58.93 feet along the northerly line of Williams Street and the easterly line of Dwight Road to a point; thence

N 29° 11' 00" W along the easterly line of Dwight Road, a distance of 595.14 feet to the point of beginning.

The above described Parcel of land contains 2.4675 acres of land in Longmeadow and 484 square feet of land in East Longmeadow, is designated Parcel D and is shown on the Plan.

Meaning and intending to convey all of the same premises conveyed to the Grantor herein by deed of East Long Meadow Nursing Home, Inc. and George Glass, a/k/a George B. Glass, dated October 24, 1984, and recorded October 26, 1984 with the Hampden County Registry of Deeds in Book 5705, Page 165&C.

Parcel E LAND IN LONGMEADOW, HAMPDEN COUNTY:

Beginning at a point in the line of land, now or formerly, of George and Anna Bergmann and the Longmeadow-East Longmeadow town line; thence

- N 40° 51' 20" W along Bergmann and Parcel D, a distance of 264.10 feet to a point in the southerly line of Parcel A; thence
- N 68° 27' 00" E along Parcel A, a distance of 154.79 feet to a point in the Longmeadow-East Longmeadow town line; thence
- S 06° 24' 12" E along the Longmeadow-East Longmeadow town line and Parcel F to the point of beginning.

The above described parcel of land contains 0.4428 acres, is designated Parcel E and is shown on the Plan.

Parcel F LAND IN EAST LONGMEADOW, HAMPDEN COUNTY:

Beginning at a point in the northwesterly line of Maple Street at land, now or formerly, of George and Anna Bergmann; thence

- N 40° 51' 20" W along land of said Bergmann, a distance of 268.43 feet to a point situated on the Longmeadow-East Longmeadow town line and Parcel E; thence
- N 06° 24' 12" W along the Longmeadow-East Longmeadow town line and Parcel E, a distance of 258.22 feet to a point in the southerly line of Parcel B; thence
- N 68° 27' 00" E along the southerly line of Parcel B, a distance of 116.25 feet to a point; thence

N 68° 26' 50" E along the southerly line of Parcel B, a distance of 221.55 feet to a point at land, now or formerly, of 313 Corporation; thence

S 08° 06' 42" W along land of said 313 Corporation, a distance of 401.44 feet to a point in the southwesterly corner of land of 313 Corporation and the northwesterly line of Maple Street; thence

S 41° 46' 35" W along the northwesterly line of Maple Street, a distance of 249.82 feet to the point of beginning.

The above described Parcel of land contains 3.2792 acres, is designated as Parcel F and is shown on the Plan.

Being a portion of the premises conveyed to Hannover Healthcare-East Longmeadow, Inc. by deed of Frederick G. Beyerlein, dated December 5, 1985, and recorded December 6, 1985 with the Hampden County Registry of Deeds in Book 5961, Page 62.

Hannover Healthcare-Massachusetts, Inc. is successor by merger to Hannover Healthcare-East Longmeadow, Inc., see Certificate of Merger dated March 28, 1986 and recorded with said Registry in Book 10372, Page 487.

Real Estate Taxes for Fiscal Year 1990 have been apportioned between the parties hereto and the Grantee herein agrees to assume and pay the same.

This conveyance constitutes a sale of all or substantially all of the assets of the Grantor.

IN WITNESS WHEREOF, the said HANNOVER HEALTHCARE-MASSACHUSETTS, INC. has caused its corporate seal to be hereto affixed, and these presents to be acknowledged and delivered under seal in its name and behalf by J. Calvin Kaylor its President and Robert Cuffain its Treasurer this 26th day of September, 1990.

HANNOVER HEALTHCARE-MASSACHUSETTS, INC.

By: J. Calvin Kaylor
President

By: Robert Cuffain
Treasurer

STATE OF Massachusetts

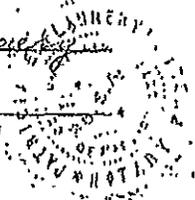
Suffolk, ss.

Sept 26, 1990

Then personally appeared the J. Calvin Kaylor above-named President and acknowledged the foregoing instrument to be the free act and deed of Hannover Healthcare-Massachusetts, Inc., before me,

Patricia A. [Signature]
Notary Public

May 23 1991
Commission Expiration Date



RE4906

RECEIVED

SEP 26 1990

AT 4:00 PM AND
REQ'D FROM THE ORIGINAL

37418

Massachusetts Quitclaim Deed

WE, JOHN G. LANG and LOUISE L. LANG

of Agawam, Hampden County, Massachusetts

in full consideration of ONE HUNDRED FIFTY THOUSAND AND 00/100
(\$150,000.00) DOLLARS paidgrant to FAIRVIEW EXTENDED CARE SERVICES, INC., a Massachusetts
corporation with a business and post office address at 725 North
Street, Pittsfield, Mass., 01201with Quitclaim Covenants

Certain real estate bounded and described in two parcels, Parcel One being situated entirely in the Town of Longmeadow and Parcel Two being situated in the Towns of Longmeadow and East Longmeadow, more particularly bounded and described as follows:

PARCEL ONE: Beginning at a point on the northerly side of Williams Street marking the southeasterly corner of land now or formerly of John T. Harrington; thence Easterly along Williams Street fourteen and 62/100 (14.62) feet to a concrete bound; thence North $62^{\circ} 51' 15''$ East along Williams Street three hundred sixty-one and 32/100 (361.32) feet thence north $4^{\circ} 18'$ East along land now or formerly owned by E. N. Ward three hundred ninety-four and 40/100 (394.40) feet; thence North $74^{\circ} 28'$ West along land now or formerly of John and Hilde Beyerlein two hundred sixty-four and 58/100 (264.58) feet to an iron pin; thence North $4^{\circ} 22'$ West along last named land three hundred eighty-one and 63/100 (381.63) feet to an iron pin on the southerly side of Converse Street; thence North $80^{\circ} 23'$ West one hundred fifty-eight and 48/100 (158.48) feet along Converse Street to an iron pin; thence South $4^{\circ} 22'$ East along said land now or formerly of John T. Harrington, one thousand thirty-eight and 16/100 (1038.16) feet to the point of beginning.

PARCEL TWO: Beginning at an iron pin on the northeast side of Dwight Road making the corner of land now or formerly of William Haggins Estate; thence South $88^{\circ} 51'$ East along last named land one hundred ninety-three and 22/100 (193.22) feet to a stone bound; thence South $40^{\circ} 50' 30''$ East along land now or formerly of John and Hilde Beyerlein seven hundred twenty-six and 14/100 (726.15) feet to Maple Street; thence South $35^{\circ} 3'$ West along Maple Street two hundred twenty-seven (227) feet to the East Longmeadow-Longmeadow Town Line; thence Northerly along the Town Line twenty-two and 5/10 (22.5) feet more or less; thence South $35^{\circ} 3' 10''$ West along Williams Street fifty two and 78/100 (52.78) feet; thence continuing Southwesterly along Williams Street thirty-one and 27/100 (31.27) feet to a concrete bound; thence Westerly and Northerly in a curved line marking the intersection of Williams Street and Dwight Road fifty-eight and 91/100 (58.93) feet to a concrete bound; thence North $29^{\circ} 11'$

331 Maple Street, East Longmeadow, Ma.

West eight hundred ninety-four and 91/100 (894.91) feet to the point of beginning.

Excepting from the above the following:

Parcel 1 conveyed to Mirton L. Brown, et al by deed dated August 5, 1967 and recorded with Hampden County Registry of Deeds in Book 1379 Page 570 and a portion of Parcel #2 conveyed to George B. Glass by deed dated July 30, 1968 and recorded with said Registry in Book 3354 Page 153.

This deed creates no new boundaries.

Being the same premises conveyed to us by deed of George Bergmann dated November 20, 1992 and recorded in Hampden County Registry of Deeds Book 8248 Page 499.

WITNESS our hands and seals this 7th day of July, 1995.

[Signature]
Witness to Seal
[Signature] JOHN G. LANG
[Signature] LOUISE L. LANG

COMMONWEALTH OF MASSACHUSETTS

Hampden, s.s.

July 7, 1995

Then personally appeared the above-named JOHN G. LANG and LOUISE L. LANG and acknowledged the foregoing to be their free act and deed, before me.

[Signature]
Dennis E. Tully, Notary Public
My commission expires June 5, 1998

DENIS REG 12
HAMPDEN

07/07/95
362

TAX 689.00
CHECK 689.00

4399A300 14:11
EXCISE TAX

RECEIVED

JUL 7 1995
AT 2:10 PM
RECD FROM THE ORIGINAL

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT (this "Agreement") dated January 23, 2017 (the "Effective Date"), between MEADOWS REALTY HOLDINGS, LLC, a Massachusetts limited liability company with a principal place of business in East Longmeadow, Massachusetts ("Seller"), and FAIRVIEW EXTENDED CARE SERVICES, INC., a Massachusetts charitable corporation with a principal place of business in Pittsfield, Massachusetts ("Purchaser").

PRELIMINARY STATEMENT

Seller is the owner of premises located at 313 Maple Street, East Longmeadow, Massachusetts, more particularly described in the deed from Troy Associates, Inc. to Seller dated December 19, 2006 and recorded with the Hampden County Registry of Deeds on January 12, 2007 in Book 16446, Page 231, a copy of which is attached hereto as Exhibit A (the "Property").

Seller desires to sell, and Purchaser desires to purchase, the Property.

This Agreement sets forth the terms on which Seller shall sell, and Purchaser shall purchase, the Property.

AGREEMENT

IT IS THEREFORE AGREED AS FOLLOWS:

1. Purchase. At the Closing (defined in Section 3), Seller shall sell and convey to Purchaser and Purchaser shall purchase and accept from Seller, the Property. Included as part of the Property are the buildings, structures, improvements systems and fixtures thereon including, to the extent any or all of the same exist, boilers, furnaces, pumps, tanks, electric panel switchboards, lighting equipment, wiring and fixtures, heating, plumbing and bathroom fixtures and systems appurtenant thereto, ventilating and air conditioning apparatus and equipment, oil and gas burners and fixtures appurtenant thereto; hot water heaters; television cables, conduits, antennas and satellite dishes; cabinets, shelving and book cases; window shades and curtain rods, screens, screen doors, storm windows, storm doors and other doors; awnings; stair carpets and wall to wall carpeting; burglar and fire alarm systems; and fences, trees and shrubs and plants. Notwithstanding the foregoing, the Seller shall be entitled to retain those excluded items more particularly identified on Exhibit B attached hereto.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Five Hundred Thousand and No/100 Dollars (\$500,000.00), subject to the adjustments provided for in this Agreement, which shall be paid as follows:

2.1 Payment of Deposit. The Deposit (as hereinafter defined) shall be non-refundable and shall be applied against the Purchase Price due from Purchaser to Seller at the

Closing (as hereinafter defined) or retained by Seller if the Closing shall not occur for any reason except a Seller default.

2.2 Payment of the Balance of the Purchase Price. The balance of the Purchase Price shall be paid by Purchaser to Seller at Closing by certified check, attorney's trust account check or wire transfer to Seller of immediately available funds to an account or accounts designated by Seller in writing.

3. Deposit. Upon receipt by Purchaser of a fully executed, counterpart original of this Agreement, Purchaser shall deposit a non-refundable Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Deposit") with the Escrow Agent (as hereinafter defined). The Deposit shall be applied to the Purchase Price if the Closing occurs. In the event that the Closing does not occur by the Closing Date (as defined below and unless extended by mutual agreement of the parties) and absent a default by Seller, Seller shall be entitled to retain the Deposit, including accrued interest on the Deposit, if any, and the Escrow Agent is authorized to disburse the Deposit to Seller.

4. Closing. The closing (the "Closing") of the purchase and sale of the Property shall be held promptly following the closing of Purchaser's sale of a parcel of land containing approximately 7.18 acres of land owned by it on Dwight Road in Longmeadow and Maple Street in East Longmeadow, Massachusetts to Middle Franklin Development Group, LLC ("MFDG") at a time and place designated in a notice from Purchaser to Seller given at least (10) ten days prior to the Closing date; provided, however, that Purchaser may elect, at its option, to extend the Closing for a period of up to 30 days after its closing with MFDG (the "MFDG Closing") by giving notice of such election to Seller at least three days prior to the MFDG Closing which notice shall designate the date, time and place of such extended Closing, provided, however, that such Closing Date must occur, in all events, by December 31, 2018.

5. Purchaser's Lease of Space to Meadows Podiatry, P.C. Following Purchaser's purchase of the Property, it intends to (a) construct a new skilled nursing facility (the "New SNF") on the Property and adjacent property owned by Purchaser and (b) thereafter convert its existing East Longmeadow Skilled Nursing Center to an assisted living facility (the "ALF"). The Property is currently leased to Meadows Podiatry, P.C. ("Meadows Podiatry"). At the Closing, Purchaser and Meadows Podiatry shall enter into a lease agreement (the "Lease") pursuant to which Purchaser shall lease office space in the ALF to Meadows Podiatry for operation of a podiatry practice by Dr. Matthew J. Filippi as the sole practitioner on the following terms:

- (a) Square Footage: Between 1,400 and 1,600 square feet as agreed to by Purchaser and Meadows Podiatry.
- (b) Lease Term: The Lease shall have an initial term of 12 years (the "Initial Term"). Upon the expiration of the Initial Term, Meadows Podiatry shall have the right to extend the Lease for (a) one additional term of three years followed by (b) successive additional terms of one year each (each an "Option Term" and collectively, the "Option Terms") by giving Purchaser notice of its exercise of its

right to extend at least six months prior to the expiration of the then current term. During the Initial Term, Meadows Podiatry shall have the right to sublet the Leased Premises to a medical practice, subject to consent of Seller, which consent shall not be unreasonably withheld.

- (c) Rental: No basic rental shall be due by Meadows Podiatry for the Initial Term. Basic rental for the first Option Term shall be \$17.50 per square foot. Basic rental for subsequent Option Terms shall be at the then existing market rate and subject to annual increases equal to the percentage increase in the Consumer Price Index over the prior lease year. Meadows Podiatry shall be responsible for payment of all utilities required for heat, air conditioning, electric and water for the leased premises, and typical cleaning and general maintenance solely inside the leased premises. All costs of landscaping, snowplowing and all exterior maintenance of the ALF building and the Property shall be the sole responsibility of Purchaser at its sole cost and expense.
- (d) Other Lease Terms: The Lease shall contain such other terms as are customary for the lease of medical office space.
- (e) Design of the Leased Premises: Prior to build out of the Meadows Podiatry office space in the ALF, Meadows Podiatry and Purchaser's architects and design team will collaborate on a design that meets his functional needs and is reasonably appropriate and necessary for the operation of its podiatry practice.
- (f) Temporary Space. Purchaser shall provide Seller and Meadows Podiatry with at least 10 days' prior notice (a "Notice to Vacate") of the date by which it must vacate the Property and Seller and Meadows Podiatry agree to vacate on the date provided in such Notice to Vacate. Purchaser shall endeavor to begin discussions about the move prior to the giving of such Notice to Vacate to try to minimize the impact on Meadows Podiatry's business. During construction of the New SNF and renovation of the ALF, Purchaser will provide Meadows Podiatry with temporary modular space on Purchaser's existing property (the "Temporary Space"). Meadows Podiatry will assist Purchaser in moving its furniture, fixtures and equipment from the Property to the Temporary Space and from the Temporary Space to the ALF office space when it is ready for occupancy, with the cost of any such moving being the sole responsibility of Purchaser.
- (g) Signage. During the construction period, Purchaser will provide temporary directional signage to Meadows Podiatry's Temporary Space. When Meadows Podiatry moves to its new office space in the ALF, Purchaser shall provide signage for Meadows Podiatry at the entrance from Maple Avenue and adjacent to the ALF. All such signage shall be in compliance with all laws including legal requirements of the Town of East Longmeadow.

6. Contingencies; Access.

6.1 Purchaser's Development. Purchaser's obligation to purchase the

Property shall be conditioned on closing on Purchaser's purchase and sale agreement with MFDG dated August 26, 2016 (the "MFDG Agreement"). In the event of a termination of the MFDG Agreement, Purchaser shall provide Seller with notice of its election (a) to terminate this Agreement whereupon this Agreement shall terminate and the parties shall have no further obligations hereunder or (b) to proceed with the purchase subject to the remaining terms of this Agreement.

6.2 Approvals. Purchaser's obligation to purchase the Property shall be conditioned on Purchaser obtaining all licenses, permits and other governmental approvals necessary in connection with the construction of the SNF and the ALF and relocation of Meadows Podiatry as provided in this Agreement (collectively, the "Approvals"), and expiration of all appeal periods respecting any such Approvals. If the Approvals are not received on or before June 30, 2018 (the "Due Diligence Period"), Purchaser shall have the right to terminate this Agreement within five (5) days after the expiration of the Due Diligence Period, by written notice to Seller. Seller shall cooperate with Purchaser in connection with Purchaser's efforts to obtain all Approvals.

In the event Purchaser elects to terminate this Agreement pursuant to the provision of this Section 6.2, then Purchaser shall cause the Escrow Agent to immediately disburse the Deposit to Seller. Upon Seller's receipt of the Deposit, this Agreement shall be deemed terminated with neither party having any further liability to the other. In the event Purchaser does not terminate this Agreement by the expiration of the Due Diligence Period, and absent a default by Seller Purchaser fails or refuses to close by the Closing Date, the Escrow Agent shall disburse the Deposit to Seller and thereafter neither party shall have any further liability to the other, except as otherwise expressly provided in this Agreement. Purchaser may, upon notice given to Seller, elect to waive this condition to close and proceed to closing without securing all Approvals.

6.3 Access. Seller shall make the Property available to Purchaser and Purchaser's agents, consultants and engineers for such inspections and tests as Purchaser deems appropriate in connection with pursuit of its Approvals and development plans, including, without limitation, for conducting surveys, development layout, wetlands analysis, and soils testing. Purchaser shall provide Seller with reasonable advance notice, but in no event less than forty eight (48) hours, of any such inspections and tests. Any such testing by Purchaser or its agents shall not unreasonably interfere with the normal business operations of Meadows Podiatry. Such access to the Property shall be at Purchaser's sole risk and cost and Purchaser shall indemnify and save harmless Seller from any and all loss, costs or damage arising out of the actions taken by Purchaser, Purchaser's agents, engineers or consultants in connection with Purchaser's access (including damage caused to the Property, personal property, or any person), provided that Purchaser shall have no liability for any existing conditions except to the extent Purchaser's negligent or other improper acts caused such damage.

7. Deed; Possession; Adjustments; No Broker.

7.1 Deed. The Property shall be conveyed at the Closing by a good and sufficient Massachusetts statute form warranty deed (the "Deed") running to Purchaser,

conveying a good and clear record and marketable title to the Property free from all encumbrances except the following (collectively, the "Permitted Encumbrances"):

7.1.1 Real estate taxes assessed or to be assessed on the Property to the extent that such taxes then are not yet due and payable.

7.1.2 Betterment assessments, if any, which are not a recorded lien on the Property as of the date of this Agreement.

7.1.3 Federal, state and local laws, ordinances, by-laws and rules regulating the use of land and particularly environmental, building, zoning, and health laws, if any, as applicable as of the date of this Agreement.

7.1.4 Utility easements in the adjoining ways.

Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording or registration. Unless otherwise agreed, Seller's attorney may disburse the funds if no report has been received by 5:00 p.m. on the date of Closing (the "Closing Date") that the documents have not been recorded.

7.2 Possession. Seller shall deliver the Property at the Closing free of all tenants including subtenants, other than Meadows Podiatry; provided Meadows Podiatry shall vacate the Property in compliance with the Notice to Vacate given by Purchaser pursuant to Section 4(f). From and after the date of this Agreement through the Closing Date, Seller shall (a) not enter into any lease agreements or other agreements with respect to the Property except with the approval of Purchaser, (b) maintain Seller's fire and extended coverage insurance on the buildings on the Property and (c) do all work to the Property as is normally undertaken by an owner to maintain its property in good condition (reasonable use or wear excepted).

7.3 Adjustments. Real estate taxes assessed by the Town of East Longmeadow, water and sewer charges and other municipal assessments shall be apportioned as of the Closing and the net amount thereof added to or deducted from the Purchase Price. If the real estate tax is not set at the Closing Date, the apportionment of real estate taxes shall be made on the basis of the tax assessed for the most recent preceding year, with a readjustment, at the request of either party, when the amount of the current year's tax is set.

7.4 No Broker. Seller and Purchaser represents that they have not engaged any broker in connection with the sale or purchase of the Property and each agrees to indemnify and hold the other harmless from all claims for brokerage or commission on account of this transaction by any person claiming representation of Seller or Purchaser, as the case may be, in connection with this transaction.

8. Seller's Documents. Simultaneously with the delivery of the Deed, Seller shall execute and deliver:

8.1 Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce Purchaser's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters.

8.2 An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, Seller's United States taxpayer identification number, that Seller is not a foreign person, and Seller's address.

8.3 Internal Revenue Service Form W-8 or Form W-9, as applicable, with Seller's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service.

8.4 Any plan referred to in the Deed, not previously recorded, such plan to be in recordable form.

8.5 Any and all such other documents as Purchaser or Purchaser's attorneys or lender shall reasonably request.

9. Representations, Warranties and Covenants of Seller. Seller represents, warrants and covenants as of the date of this Agreement and also as of the time of the delivery of the Deed as follows:

9.1 Organization. Seller is a duly formed limited liability company validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

9.2 Authority. Seller has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement.

9.3 No Contravention or Violation. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement by Seller (a) are not in contravention of the terms of any of Seller's governing documents or any amendments thereto, (b) have been duly authorized by all necessary action of the members and managers of Seller and (c) will neither constitute a violation of or a default under, or conflict with, any term or provision of any contract, commitment, indenture, lease or other agreement to which Seller is a party or by which Seller is bound. This Agreement has been duly and validly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms.

9.4 No Encumbrances or Changes. Without the prior consent of Purchaser, Seller shall not, prior to the Closing, (a) encumber, or grant any other interest or right in the Property or (b) change the status of the Property under any laws or regulations of any governmental authority from time to time in effect.

9.5 Water and Sewer. The Property is served by municipal water and sewer.

10. Acceptance of Deed. The acceptance and recording of the Deed by Purchaser shall be deemed to be full performance and discharge of every agreement and obligation herein contained, except any agreements which by their terms are to be performed after the Closing. All representations and warranties herein shall survive the delivery of the deed.

11. Damage to the Property Prior to Closing. At the Closing Date, if the Property shall have been damaged by fire or casualty covered by insurance, Purchaser elects to proceed with the Closing, and Seller shall not have restored the Property to at least as good condition as shall exist on the date hereof, Purchaser may elect to take an assignment of Seller's insurance proceeds at the Closing, and the Purchase Price shall be reduced by: (a) the amount of any insurance proceeds which a mortgagee (if any) shall have applied to the mortgage debt; (b) the amount of any insurance proceeds received and retained by Seller; and (c) any deductible amount under Seller's insurance policy; provided, however, that the amount of any such reduction shall be decreased by any amounts reasonably expended by Seller for any partial restoration of the Property.

12. Time is of the Essence. Time shall be of the essence for all actions contemplated by this Agreement.

13. Title and Practice Standards. Any matter or practice arising under or relating to this Agreement that is the subject of a Title Standard or a Practice Standard of the Real Estate Bar Association for Massachusetts shall be governed by such Standard to the extent applicable.

14. Notice. Any notice, approval, consent or other communication under this Agreement shall be in writing and shall be considered given when (1) delivered personally, or (2) mailed by registered or certified mail, return receipt requested or (3) transmitted by facsimile or email with a confirming copy sent by overnight mail or courier service to the parties at the addresses indicated below (or at such other address as a party may specify by notice to the others pursuant hereto). Notice given by a party's counsel shall be considered notice given by that party.

(a) If to Seller, to it at:

313 Maple Street
East Longmeadow, MA 01028
Attention: Matthew Filippi, Manager
Facsimile: _____
E-Mail: mattjf27@gmail.com

(b) If to Purchaser, to it at:

75 North Street, Suite 210
P. O. Box 248
Pittsfield, MA 01202
Attention: William C. Jones, Jr., President
Fax: 413-447-2196

E-Mail: bjones@bhs1.org
and

(c) In each case, with a copy to:

Michael B. Katz, Esq.
Bacon, Wilson P.C.
33 State Street
Springfield, MA 01103
Facsimile No.: 413-739-7740
E-Mail: mkatz@baconwilson.com

and

Vicki S. Donahue, Esq.
Cain Hibbard & Myers PC
66 West Street
Pittsfield, MA 01201
Facsimile No.: 413-443-7694
E-Mail: ydonahue@cainhibbard.com

15. Termination of Lease. Absent a default by Meadows Podiatry, Meadows Podiatry shall have the right to terminate the lease of space referenced in Section 5 of this Agreement for any reason, including death, permanent disability or any other reason whatsoever, in its sole discretion. If Meadows Podiatry shall elect to terminate the Lease during the Initial Term, Meadows Podiatry shall provide advance written notice to Purchaser of the effective date of any such termination and the calculation of the amount due for early termination. Any termination amount payable by Purchaser to Meadows Podiatry shall be paid within 30 days following the later of (a) the date upon which Meadows Podiatry shall vacate the Leased Premises and (b) Purchaser's receipt of the Termination Notice.

15.1 If the Lease is terminated by Meadows Podiatry pursuant to this Section 15 due to death or permanent disability of Matthew Filippi, Purchaser shall pay to Meadows Podiatry an amount equal to a (i) \$1,388.88 times (ii) the number of months remaining in the Initial Term (the "Termination Amount").

15.2 If the Lease is terminated pursuant to this Section 15 for any reason other than the death or permanent disability of Matthew Filippi, Purchaser shall pay to Meadows Podiatry an amount equal to the following:

15.2.1 For any termination made during the first, second and third lease years, an amount calculated as (x) the Termination Amount times (y) .50 (50%).

15.2.2 For any termination made during the fourth, fifth or sixth lease years, an amount calculated as (x) the Termination Amount times (y) .75 (75%).

15.2.3 For any termination made during the seventh, eighth and ninth lease years, an amount calculated as (x) the Termination Amount times (y) .85 (85%).

15.2.4 For any termination made during the tenth, eleventh and twelfth lease years, an amount calculated as (x) the Termination Amount times (y) .90 (90%).

16. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, legal representatives and assigns.

17. Further Assurances. Seller agrees that up to and after the Closing Date it shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as Purchaser may reasonably request to fully effectuate the purposes of this Agreement.

18. Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Facsimile and pdf signatures hereon shall for all purposes be considered original signatures.

19. Entire Agreement. This Agreement and any other document contemplated hereby contain a complete statement of the undertakings between the parties with respect to their subject matter. This Agreement shall not be changed or terminated orally, and supersedes all prior agreements and undertakings.

20. Nominee. Purchaser may require the conveyance of the Property to be made to another person, persons, or entity ("Nominee"), upon notification in writing delivered to Seller at least seven days prior to the Closing Date.

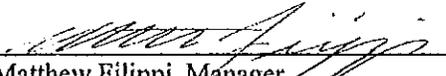
21. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law provisions of Massachusetts or any other jurisdiction, and shall have the effect of a sealed instrument. The parties submit to the exclusive jurisdiction of the state or federal courts of Massachusetts, with venue in Berkshire County with respect to any state court proceeding, and Springfield, Massachusetts, with respect to any federal court proceeding.

[SIGNATURE PAGE FOLLOWS]

Executed as of the Effective Date.

Seller:

MEADOWS REALTY HOLDINGS, LLC

By 
Matthew Filippi, Manager

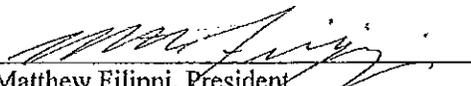
Purchaser:

FAIRVIEW EXTENDED CARE
SERVICES, INC.

By _____
William C. Jones, Jr., President

AGREED AS TO SECTIONS 4, 6 and 15:

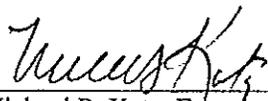
MEADOWS PODIATRY, P.C.

By 
Matthew Filippi, President

RECEIPT BY ESCROW AGENT

This Agreement, fully executed by both Seller and Purchaser, has been received the Escrow Agent, this 23rd day of January, 2017, and by its execution hereof, Escrow Agent hereby covenants and agrees to be bound by the terms of this Agreement that are applicable to the Escrow Agent in its sole as escrow agent purchase to Sections 2 and 3 of this Agreement.

BACON, WILSON, P.C., Escrow Agent

By 
Michael B. Katz, Esq.

Executed as of the Effective Date.

Seller:

MEADOWS REALTY HOLDINGS, LLC

By _____
Matthew Filippi, Manager

Purchaser:

FAIRVIEW EXTENDED CARE
SERVICES, INC.

By  _____
William C. Jones, Jr., President

AGREED AS TO SECTIONS 4, 6 and 15:

MEADOWS PODIATRY, P.C.

By _____
Matthew Filippi, President

RECEIPT BY ESCROW AGENT

This Agreement, fully executed by both Seller and Purchaser, has been received the Escrow Agent, this ___ day of January, 2017, and by its execution hereof, Escrow Agent hereby covenants and agrees to be bound by the terms of this Agreement that are applicable to the Escrow Agent in its sole as escrow agent purchase to Sections 2 and 3 of this Agreement.

BACON, WILSON, P.C., Escrow Agent

By _____
Michael B. Katz, Esq.

EXHIBIT A

[ATTACH COPY OF DEED]

Bk 16446 Pg231 #3416
01-12-2007 @ 02:33p

WARRANTY DEED

313 Maple St., East Longmeadow

KNOW ALL MEN BY THESE PRESENTS that TROY ASSOCIATES, INC. f/k/a Podiatry Associates, Inc., a Massachusetts corporation with a mailing address at 2205 Boston Road, Unit M125, Wilbraham, Massachusetts 01095 for consideration paid and in full consideration of TWO HUNDRED FIFTY FIVE THOUSAND and 00/100 (\$255,000.00) Dollars grants to Meadows Realty Holdings, LLC, of 313 Maple Street, East Longmeadow, Massachusetts

With WARRANTY covenants

Beginning in said northerly line of Maple Street at the southwesterly corner of land of East Longmeadow Nursing Home, Inc. and running thence along said Maple Street S 66° 39' 10" W, seventy-four and 82/100 (74.82) feet to an angle in said street; thence continuing along said street S 40° 09' 05" W, twenty-five and 18/100 (25.18) feet to a point at land now or formerly of Hans Beyerlein, et ux in a straight line N 13° 04' 55" W three hundred eighty-four and 80/100 (384.80) feet to a point in the southerly boundary line of land of said East Longmeadow Nursing Home, Inc. which said point is located in said line S 67° 36' 00" W one hundred (100) feet from the northeasterly corner of land now or formerly of Hans Beyerlein, et ux; thence running N 67° 36' 00" W along said boundary line one hundred (100) feet to said northeasterly corner at land of said East Longmeadow Nursing Home, Inc.; running thence S 11° 17' 00" E along said land of said East Longmeadow Nursing Home, Inc., three hundred seventy-two and 78/100 (372.78) feet to the place of beginning.

SUBJECT to zoning laws of the Town of East Longmeadow as applicable hereto.

SUBJECT to encumbrances, easements and restrictions of record, if any, insofar as the same may be now in force and applicable, which the Grantee assumes and agrees to pay.

BEING the same premises conveyed to the Grantor herein by Deed of 313 Corporation dated July 16, 1991 and recorded in the Hampden County Registry of Deeds in Book 7767 Page 599.

This conveyance is not a sale of all or substantially all of the assets of Troy Associates, Inc. within the Commonwealth of Massachusetts

2

IN WITNESS WHEREOF, the said TROY ASSOCIATES, INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf on this 19 day of December, 2006.

TROY ASSOCIATES, INC., Seller

Karen Troy
Karen Troy, President and Treasurer

Hampden, ss. Commonwealth of Massachusetts, December 19, 2006

Before me, the undersigned notary public, personally appeared the above named KAREN TROY, President and Treasurer of TROY ASSOCIATES, INC. who proved to me through satisfactory evidence of identification, which was her driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of the Corporation,

Donna J. Hull
Notary Public
My Commission Expires: DECEMBER 31, 2010

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 01-12-2007 @ 02:33pm
CIN: 999 Doc#: 3416
Fee: \$1,162.00 Const \$255,000.00

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

EXHIBIT B

List of Excluded Property

1. One Lennox ML 195UH070XP36B-04 Gas Furnace, Serial #5912K16309
2. One Lenox G61MPV-60C-090 Gas Furnace, Serial #5905F07027
3. One Lenox Air Conditioner 13ACX-036-230-17, Serial #1912D22685
4. Miscellaneous furniture, surgical light fixtures, x-ray view boxes, and personal property owned by Meadow Podiatry, P.C. to be moved by Purchaser to the Leased Space.

B. APPLICATION NARRATIVE

APPLICATION NARRATIVE (PROJECT SUMMARY)

Please describe *briefly* the proposed project in the space indicated below. Detailed information is requested elsewhere in the application under "Factors Applied in Determination of Need." All applicants are required to provide an application narrative.

Fairview Extended Care Services, Inc.
d/b/a East Longmeadow Skilled Nursing Center
Application Narrative

Introduction

Fairview Extended Care Services, Inc., d/b/a East Longmeadow Skilled Nursing Center ("nursing center") ("Applicant") is seeking a Determination of Need ("DoN") approval to replace the existing 119 bed (73 Level II and 46 Level III) located at 305 Maple Street, East Longmeadow, Massachusetts 01028 through construction of a new 131 bed facility (which includes the addition of 12 Level II DoN exempt beds) on the same property. The estimated maximum capital expenditure associated with this project relating to work to be done is \$26,373,882 (January 2017 dollars).

The Applicant is seeking review of this proposal under DoN Program Guidelines for Nursing Facility Replacement and Renovation. These guidelines were formally adopted by the Department of Public Health on May 25, 1993.

Background

The original facility was constructed in 1960's and an addition designated as the East Longmeadow House was constructed in the mid-1970's.

Longmeadow House, Wings A and B:	46 Beds
Wing C:	41 Beds
Wing D:	<u>32 Beds</u>
Total Existing Beds:	119 Beds

Many of the component parts are original building systems that do not function as designed. The building envelope is original as well as the windows, mansards and access doors and they all need to be replaced. The existing facility is over 30 years old, and like any structure of this age, it is requiring abnormal maintenance. The central kitchen is the original structure and while equipment has been replaced, it is the original kitchen, which by today's standards is inadequate and requires upgrading. Other areas of the existing facility in need of upgrading; in both wings C and D, all bedrooms have shared bathrooms and are in need of upgrading, the roof has been patched several times and needs replacement, drives, walks and secondary entrances are in need of repair, there is no designated isolation room with bathing fixture, and when the facility was constructed the codes for handicapped accessibility were not up to today's standards and therefore the current facility is not handicapped accessible and bringing it up to code would be costly. These are just a few of the areas in the existing facility that are deficient and in need of upgrades or replacement.

Proposed Project

This new project consists of (4) nursing units, that will focus on providing different types of care. The proposed make-up of the units is as follows;

First Floor:

Life Enrichment Unit (Alzheimer's):	20 Beds
Rehabilitation Unit:	29 Beds

Fairview Extended Care Services, Inc.
d/b/a East Longmeadow Skilled Nursing Center
Application Narrative

Second Floor:

Long-Term Care Unit:	41 Beds
Short-Term Unit:	<u>41 Beds</u>
Total	131 Beds

Total Existing Beds:	119 Beds
12-Bed Increase:	<u>12 Beds</u>
New Licensed # of Beds:	131 Beds

The facility will be two stories constructed in accordance with Type 2 Construction. It will have circular flow around a center courtyard. The facility is allowed by Special Permit in the Town of East Longmeadow. Prior to proceeding with construction, an existing one story building with full basement and related site work needs to be demolished to allow the project to proceed into the construction phase.

This project will allow this facility to continue its stated mission and provide the necessary residential environment, which is felt to be more therapeutic and will contain all single bedrooms with their own baths. The Applicant has strategically located common areas on each floor for ease of access and has designed support services near the nursing units where they will more appropriately be utilize. The entire facility will be designed to be handicapped accessible including the main entrance to allow visitors and residents to be dropped off under a covered area to alleviate problems due to inclement weather. While physical therapy is one of the main focuses that will be provided, it shall also include outpatient physical therapy.

The exterior façade has been designed to be energy-efficient and maintenance-free to reduce costs of maintaining and operating the facility over the life of the building.

The site will have 130 parking spaces, access drives, a separate ambulance entrance, service areas and outdoor recreation areas.

Criteria for Replacement or Modernization

The Department's Guidelines for replacement or modernization states that applications proposing replacement of beds must meet (i) and either (ii) or (iii) of the following criteria outlined below.

- (i) The repairs, replacements and improvements include one or more of the following major building components:
 - roof structure;
 - ceiling, wall or floor structures;
 - foundations;
 - plumbing systems;

Fairview Extended Care Services, Inc.
d/b/a East Longmeadow Skilled Nursing Center
Application Narrative

- heating and air conditioning systems; and
- electrical systems.

(ii) The repairs, replacements, improvements and major movable equipment must include work necessary to:

- meet current State and local standards (e.g., installation or sprinkler system) or conversion of large wards to private or semi-private rooms;

- upgrade project elements that are peculiar to residential health care facilities (e.g., renovation of nursing stations including call systems, utility and staff work area, medication, nourishment and physical therapy rooms, and other related components).

(iii) Additions to the property may be built as part of the rehabilitation of an existing facility. However, the existing facility must require substantial rehabilitation as defined above.

Quantification of Meeting Criteria (i), and either (ii) or (iii)

The Applicant meets the guidelines (i) and (ii) for substantial renovation because the building was built in the 1960's with an addition in the 1970's. In order to achieve programmatic goals, repairing the existing facility is neither cost effective nor efficient. Therefore, the only alternative is to build a replacement facility on the same site as the existing facility. Although, the cost of construction (\$260.64/square foot) exceeds the Marshall & Swift allowable (\$225.64/square foot), it is not unusual that a green house type model is slightly more costly to construct and is consistent with other projects of this type approved by the Department. This new concept in long term care has proven to have higher measureable quality outcomes, consumer demand, and caregiver satisfaction.

Health Planning Process

This application results from a significant strategic planning and assessment process that involved key managers and management, experts from the long term care industry as well as other regulatory agencies. See Factor 1 for more details.

As a part of this planning process, the Applicant pursued various discussions with those outside of its corporation. These discussions include external advisors, regulatory agencies, and local providers. The purpose of these discussions was to determine the support of the Project as proposed, to assure compliance with all applicable regulatory requirements, to assure that no unnecessary duplication in services occurred, and to identify any opportunities for cooperative efforts.

Based on the age and the existing conditions of East Longmeadow Skilled Nursing Center, the Applicant is committed to undertake the recommendations of their architect and engineering professionals and replace the facility in its entirety and relocate it to another area of the site. This plan has many advantages to developing a replacement facility on the same site including relocation of the existing residents to the new building once it has been completed, continuity in care for the community it currently serves and the existing and future collaboration between Berkshire healthcare and Baystate Health is designed to evaluate and deliver unique and

Fairview Extended Care Services, Inc.
d/b/a East Longmeadow Skilled Nursing Center
Application Narrative

needed health services to the community. This was combined with an ongoing strategic capital planning and compliance, the outcome is this Determination of Need Application that is limited to the financial ability of the organization. See Factor 1 for more details.

The Applicant, with its representatives (CliftonLarsonAllen LLP) had various discussions with the Department regarding this Project. These discussions included a review of the nature of the Project and its need, as well as certain technical aspects related to this Application and the ongoing relationship the Applicant has with its affiliated partner Baystate Medical Center. The Applicant explored the various options available to it under the applicable regulatory schemes and had discussions with representatives at the Department in order to determine the best plan to address the needs at the Nursing Center. The Applicant's representatives have continued these discussions throughout the development of this Application to assure that the Application can be in full compliance with all the applicable requirements. See Factor 1 for more details.

The Applicant also pursued discussions with the Center for Health Information and Analysis (CHIA), Executive Office of Elder Affairs (EOEA) and with MassHealth relative to the financial implications of the various alternatives it was considering.

The purpose of these discussions was to identify any issues relative to the need for the Project and the potential reimbursement that the Project costs would receive. This was to assure that the Applicant's financial feasibility correctly reflected the reimbursement applicable to the Project. These discussions resulted in the Applicant's selection of this replacement facility after review of the various alternatives.

In addition, the Applicant consulted with the Executive Office of Elder Affairs, local area ombudsman. The purpose of these consultations was to validate the Applicant's assessment and selected priorities. Also, the Applicant sought to obtain additional input relative to the needs in the services area and the Nursing Center in particular. The Applicant found these representatives supportive of the Facility and the Project. These discussions further validated the need for the Applicant to pursue the replacement facility. See Factor 1 for more details.

Relative Merit

Renovating the existing building to update the structure was found to be the one of two acceptable alternatives. The second alternative was replacement of the existing facility and as stated above are the reasons for this decision to move forward with an application for replacement.

C. FACTORS APPLIED

FACTORS APPLIED IN DETERMINATIONS OF NEED

FACTOR 1

Factor 1

HEALTH PLANNING PROCESS

1.3 Since a broad range of inputs is valuable in the planning of a project, applicants are encouraged to undertake a diverse consultative process. Please indicate which, if any, of the following agencies or groups you consulted in the development of this application.

Determination of Need Program (DPH) YES NO

Date(s) 09/07/16 - Meeting in Boston with Berkshire Team & CLA Team

Contact Person(s) Nora Mann, Jere Page, Lynn Conover & Steve Davis (Licensing Manager)

Department of Mental Health (for mental health projects) YES NO NA

Date(s) N/A

Contact Person(s) _____

Executive Office of Elder Affairs (for projects with special significance for elders) YES NO N.A.

Date(s) 01/18/17

Contact Person(s) Tom Lane (Applicant spoke directly with Mr. Lane)

Division of Medical Assistance YES NO N.A.

Date(s) see Elder Affairs, above

Contact Person(s) _____

Other Relevant Agencies or Parties YES NO N.A.

Date(s) 01/18/17

Name (s) Patty McCusker, CHIA (left message)

Date(s) 01/18/17

Name (s) David Garbarino, MassHealth (Applicant spoke directly with Mr. Garbarino)

Name(s) See attached 1.2b cont. for discussions with interested parties and other providers

Date(s) _____

Contact Person(s) _____

1.1 cont'd: Description of Annual Planning Process

The Applicant, Fairview Extended Care Services, Inc, d/b/a East Longmeadow Skilled Nursing Center (<http://www.eastlongmeadownursing.org>.) is a member Berkshire Healthcare Systems a midsize healthcare, senior care, and senior living company. Berkshire owns or operates 14 rehabilitation and skilled nursing facilities in Massachusetts, a lifecare, continuing care retirement in Lenox, Linda Manor Assisted Living in Leeds, Hospice of Franklin County in Greenfield; and HospiceCare in the Berkshires. Management meets with the Administrator frequently to review the operations and needs of the Home and to discuss ongoing financial, program and planning needs. On an annual basis, the budget and audit of the prior year's performance is analyzed and approved. Specific planning items that may address the changes to the health care financial and care system needs for the upcoming years are discussed as appropriate. A long term plan needed to be developed to address the needs of the residents and the age of the facility.

While this long term plan was evolving Management and the administration realized that there were immediate needs to the Home and began to focus on a strategic plan to address the physical plant challenges of the Home and the inefficient operating services. Major repairs to, remodeling of, renovations of and replacement within the Home became apparent. During the planning process, the Applicant obtained the skills of an architect to assess options.

The original facility was constructed in 1960's and an addition designated as the East Longmeadow House was constructed in the mid-70's. Many of the component parts are original building systems that do not meet the building code. They have reported intermittent building system service problems. The building envelope is original including the windows, mansards, and access doors, and need to be replaced. The generator for East Longmeadow Home is original, under-sized and not code-compliant.

Based on the age and the existing conditions of East Longmeadow Skilled Nursing Center, it was the recommendation of the architect that the facility be replaced in its entirety, and since the property allows, it could be relocated to another area of the site. Developing a replacement facility has many advantages, including relocation of the existing residents to the new building once it has been completed. This project will allow this facility to continue its stated mission and provide the necessary residential environment, which is felt to be more therapeutic, contains all single bedrooms with their own baths. Common rooms will be strategically located on each floor for ease of access; support service will be near the nursing units for ease of utilizing these services by the residents. The entire facility will be designed to be handicapped accessible including the front entrance. The exterior façade has been designed to be energy-efficient and maintenance-free to reduce costs of maintaining and operating the facility over the life of the building.

The facility will sit on a newly developed 20 acre campus with a medical office building on the Longmeadow side of the property to be occupied by Baystate Health Systems' medical practices and a newly replaced skilled nursing facility on the East Longmeadow portion. The existing and future collaboration between Berkshire Healthcare and Baystate Health is designed to evaluate and deliver unique and needed health services to the residents of East Longmeadow and Longmeadow in a method that will improve the quality of health care and medical services in the community. Those discussions around programs and services have been happening for more than 2 years as both organizations assess what health related services are necessary for individuals in that geography.

The building will have piped-in oxygen and medical gasses that will allow for the care of patients who need specialized respiratory care. Clinical capabilities will be driven off of higher acuity patients with medically

Factor 1 HEALTH PLANNING PROCESS

complex profiles supported through strong clinical collaboration with physicians who will share the campus and consult with the team at East Longmeadow Skilled Nursing Center. There will also be a continuation of the

dementia special care designation with a 20 bed unit for individuals with diagnoses of Alzheimer's and related dementias. This unit will embrace the philosophy of Life Enrichment developed by the Alzheimer's Association and Joanne Koenig-Coste. This philosophy is embedded in a failure-free environment and experience for the resident supported through more than 40 hours of dementia care training for every employee who supports or works on the unit.

Baystate and Berkshire recognize that recent developments in federal and state law focus on achieving improvements in the quality of patient care while assuring patient choice and increasing efficiency in the delivery of services to contain the costs of health care. Baystate and Berkshire each desire, in furtherance of their respective commitments to deliver high quality, cost-effective healthcare services and consistent with their respective missions and charitable purposes, to collaborate with each other to identify, develop, and implement well-coordinated strategies and processes to enhance access to, and the quality of, care for medically complex patients who require both acute care and to enhance the experience of and treatment to patients across the continuum of care. The parties will focus their collaboration on the East Longmeadow Facility as a pilot site, with the opportunity, upon mutual agreement, to expand the collaboration to other Berkshire sites.

1.2b cont'd Consultation with other health care providers (and interested parties)

The following referring providers and interested parties were contacted by the facility personnel.

Contact Person	Agency	Position
Robyn Macdonald	Planning Board	Director of Planning, Zoning & Conservation

1. Baystate Medical Center
2. Visiting Nurse Association & Hospice of Western New England, Inc.
3. Hospice Life Care

The Applicant reached out to Marci Cooley, Regional Ombudsman for Greater Springfield Senior Services. They described to her the scope, scale and cost of the project. She responded favorably to the information and stated that the joint work between East Longmeadow Skilled Nursing and Baystate Health will bring numerous benefits to the residents of the local communities and she was pleased to hear of the work being done together with these two organizations.

Attached as part of Factor 1 planning the Applicant has reached out and received letters of support from the following political leaders in their community;

1. United States Congressman, 1st District, Richard Neal,
2. State Representative, 2nd Hampden District, Brian Ashe, and
3. State Senator, 1st Hampden and Hampshire Counties, Eric Lesser.

The Applicant has had numerous planning meetings with town officials from both the town of Longmeadow and the town of East Longmeadow to discuss the replacement of the facility and the impact on both communities.

RICHARD E. NEAL
FIRST DISTRICT, MASSACHUSETTS

AT-LARGE WHIP



Congress of the United States
House of Representatives
Washington, DC 20515

COMMITTEE ON WAYS AND MEANS
RANKING MEMBER
SUBCOMMITTEE ON TAX POLICY
DEMOCRATIC LEADER
FRIENDS OF IRELAND CAUCUS
DEAN
MASSACHUSETTS AND
NEW ENGLAND CONGRESSIONAL
DELEGATIONS

January 24, 2017

Mr. William C. Jones
President, Berkshire Healthcare Systems, Inc.
75 North Street, Suite 210
Pittsfield, MA 01202

Dear Mr. Jones:

I write in support of Berkshire Healthcare Systems' proposal for the replacement and expansion of East Longmeadow Skilled Nursing Center.

The East Longmeadow and Longmeadow communities stand to benefit substantially from the expanded 131-bed, state-art-of-the-art skilled nursing facility. The additional amenities and private room layout of this complex will provide exceptional patient comfort in a home-like setting, while piped-in oxygen and medical gasses will allow for specialized respiratory care. The existing East Longmeadow Skilled Nursing Center has been a vital community resource for over fifty years and this expansion enables Berkshire Healthcare to meet the evolving needs of our populace.

Berkshire Healthcare Systems has a strong track record of delivering excellent healthcare in Western Massachusetts, exemplified by the ten nursing facilities that you operate with four or five star ratings from the Centers for Medicare and Medicaid Services. Your partnership on this project with Baystate Health brings together two of our region's finest healthcare providers to construct a facility that will help keep our community healthy and create jobs.

It is therefore my hope that this project receives the necessary support from the Massachusetts Department of Health and Human Services. If you have any questions, please do not hesitate to contact me in my district office at (413) 785-0325.

Sincerely,

Richard E. Neal
Member of Congress

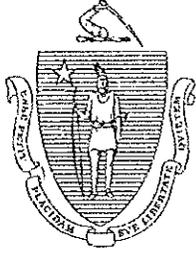
341 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-5601

300 STATE STREET
SUITE 200
SPRINGFIELD, MA 01105
(413) 785-0325

SILVIO O. CONTE FEDERAL BUILDING
78 CENTER STREET
PITTSFIELD, MA 01201
(413) 442-0946

PRINTED ON RECYCLED PAPER





The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES
STATE HOUSE, BOSTON 02133-1054

BRIAN M. ASHE
REPRESENTATIVE
2ND HAMPDEN DISTRICT
STATE HOUSE, ROOM 466
OFFICE: (617) 722-2017
FAX: (617) 722-2813
Brian.Ashe@MAhouse.gov

VICE CHAIRMAN
House Committee on Redistricting

Committees on:
Election Laws
Personnel and Administration
Steering, Policy and Scheduling

January 12, 2017,

To Whom It May Concern:

I would like to express my strong support of the replacement and expansion of the East Longmeadow Skilled Nursing Center proposal. As our aging population increases, it becomes imperative that there are facilities available for them to receive proper health care. Over the last 50 years the skilled nursing facility has provided my district with excellent health care and medical services. Increasing the number of available beds will not only serve future patients but also presents an opportunity for new jobs.

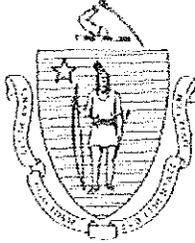
Berkshire Healthcare Systems and Bay State Health Systems both have a proven track record of providing essential, quality health care and will continue to do so with a new facility. Their collaboration on this project will certainly benefit patients and healthcare workers alike.

I urge the Department of Public Health to see the many advantages this project can bring to the community and approve the determination of need application.

Sincerely,

A handwritten signature in black ink that reads "Brian M. Ashe".

Brian M. Ashe
State Representative
2nd Hampden District



The Commonwealth of Massachusetts
MASSACHUSETTS SENATE

SENATOR ERIC P. LESSER
First Hampden and Hampshire District

STATE HOUSE
BOSTON, MA 02133-1054
TEL: (617) 722-1291
FAX: (617) 722-1014

ERIC.LESSER@MASENATE.GOV
WWW.MASENATE.GOV

Williams C. Jones
Berkshire Healthcare Systems, Inc.
75 North Street, Suite 210
Pittsfield, MA 01202

January 19, 2017

Re: Berkshire Healthcare Systems, Inc Determination of Need for East Longmeadow Skilled Nursing Center

Dear Mr. Jones,

I write today to express my full support for the proposed replacement and expansion of the East Longmeadow Skilled Nursing Center, located at 305 Maple Street in East Longmeadow. The Center, which serves residents in Longmeadow and East Longmeadow, is planning to replace its existing 119-bed skilled nursing facility with a 131-bed state of the art facility.

The \$22 million project includes amenities that will help patients feel at home while delivering specialized care for patients, including piped-in oxygen and medical gasses for patients who need specialized respiratory care.

Additionally, the plans include the construction of Baystate Health Systems' medical campus which will sit on the Longmeadow side of the property, creating new revenue opportunities for the town and several new jobs through construction and a potential increase in employment at the skilled nursing facility.

The existing collaboration between Berkshire Healthcare and Baystate Health will deliver unique and needed health services to the residents of East Longmeadow and Longmeadow in a method that will improve the quality of health, care, and medical services throughout these communities.

Chairman
TOURISM, ARTS AND
CULTURAL DEVELOPMENT
Vice Chairman
FINANCIAL SERVICES
ECONOMIC DEVELOPMENT AND
EMERGING TECHNOLOGIES
TRANSPORTATION
REVENUE
ELDER AFFAIRS
PUBLIC HEALTH
VETERANS AND FEDERAL AFFAIRS



Berkshire Healthcare's notable record of success includes two Gold "Excellence in Quality Awards," as well as having four of their 14 facilities ranked among the 80 "Best Nursing Homes" in Massachusetts by U.S. News and World Report for 2017.

It is my hope that the Department of Public Health supports the Determination of Need application filed by Berkshire Healthcare Systems for their East Longmeadow Skilled Nursing Center.

Sincerely,


Eric P. Lesser

FACTOR 2

FACTOR 2: HEALTH CARE REQUIREMENTS

- 2.1 How will this project affect accessibility of services for the prospective patients who are poor, medically indigent and/or Medicaid eligible?

The Applicant is currently providing care for 65% Medicaid residents.

The Medicare population (13%) also includes dually eligible Medicaid recipients.

The Applicant anticipates similar composition of the census upon completion.

- 2.2 Describe below and on additional sheet(s) your need analysis for this project including any special conditions for consideration. If your analysis is inconsistent with the relevant need methodology or criteria of Determination of Need Guidelines, please explain on the additional sheet(s) why you believe your methodology is more appropriate. Long-term care applications should show how they meet the criteria for bed replacement and/or substantial renovation of beds or the facility, consistent with the *May 25, 1993 Determination of Need Guidelines for Nursing Facility Replacement and Renovation*

Factor 2

HEALTH CARE REQUIREMENTS

COMPLIANCE WITH RENOVATION AND REPLACEMENT CRITERIA

This section will demonstrate that the Applicant meets the specific criteria for renovation and replacement and therefore should be approved for this project.

a. One-for-One bed replacement:

This criteria does not need to be met: This DoN project will replace long term care beds within the existing facility on a one to one basis. An additional 12 beds are being added under the applicants one time DoN Exemption addition in constructing a replacement facility consisting of 131 beds. The replacement facility will be located on the same parcel of land, therefore staying in the same HSA.

b. Additional criteria for replacement: Applicants for replacement must show that the criteria (i) for building age (wood frame 20 years; masonry 25 years) is met, as well as to show documentation that the replaced space posed **either** (ii) operating inefficiencies **or** (iii) issues that impact resident health, safety or quality of life.

i) This criteria is met: The facility to be replaced was built in 1960's with an addition built in 1970's. This meets the general filing requirements since it was built before the General Standards of Construction for Long Term Care Facilities were issued. The existing facility will remain open until the completion of the project. Upon completion of this project, the current facility will be de-licensed.

ii) Operating inefficiencies: This criteria does not need to be met: Based on the age and the existing conditions of the facility there are many operating issues which need addressing – just the mere fact that the facility is over 40 years old, and like any structure of this age, it is requiring abnormal maintenance time to adequately address issues that arise. Because of the shared bathrooms, placement of new admissions becomes problematic and time consuming. Because most of the original building systems are old they do not function as designed and therefore the financial burden is greater.

iii) Unit or Building Deficiencies exist: This criteria is met: The current facility has numerous features that raise quality of life, health and safety issues for the residents. Many of the component parts are original building systems that do not meet the building code. Some examples of this are as follows;

- egress corridors are undersized,
- patient rooms don't meet the clearance dimensions,
- all bedrooms have shared bathrooms, which are undersized, not handicapped accessible, and still contain the original plumbing features,
- there is no designated isolation room with bathing fixtures,
- the facility overall lacks handicapped accessibility,
- the roof has been patched several times and needs replacement.

c. Substantial Renovation

- (i) Repairs, replacements and improvements include one or more of the following major building components: roof structure; ceiling, wall or floor structures; foundation; plumbing systems; heating, ventilation and air conditioning (HVAC) systems; and electrical systems. **This criteria is met: N/A**

Factor 2 (cont.)

HEALTH CARE REQUIREMENTS

- (ii) The repairs, replacements, improvements, and major movable equipment must include work necessary to meet current State and local standards as well as pertain to elements that are peculiar to residential health care facilities (e.g., nursing stations including call systems, utility and staff work area, medication, nourishment and PT rooms, and other related components). **This criteria is met: N/A**
- (iii) Additions to the property may be built as part of the rehabilitation of an existing facility. However, the existing facility must require substantial rehabilitation. **This criteria is met: N/A**
- (iv) Additions to the property may be built as part of the rehabilitation of an existing facility. However, the existing facility must require substantial rehabilitation. **This criteria is met: N/A**

Factor 2 HEALTH CARE REQUIREMENTS

2.3: Statistical Data - Routine Inpatient Services

Complete only for those routine inpatient cost centers, as specified by the Division of Health Care Finance and Policy Uniform Reporting Manual, in which you are requesting a change.

	(1)	(2)	(3)	(4)	(5)	(6)
	Cost Center	Licensed Weighted Average Bed Capacity	Occupancy Rate	Average Length of Stay	Number of Discharges	Number of Patient Days
1						
2	2013 Actual (A)	43,435	96.06%	252.87	165	41,724
3	2014 (A)	43,435	95.69%	190.66	218	41,564
4	2015 (A)	43,435	96.47%	182.97	229	41,901
5						
6	2016 (P1)*	43,435	96.47%	182.97	229	41,901
7	2018 (P1)	47,815	95.01%	180.20	252	45,427
8	2019 (P1)	47,815	95.01%	180.20	252	45,427
9	2020 (P1)	47,815	95.01%	180.20	252	45,427
10						
11	2016 (P2)	43,435	96.47%	182.97	229	41,901
12	2018 (P2)	43,435	96.47%	182.97	229	41,901
13	2019 (P2)	43,435	96.47%	182.97	229	41,901
14	2020 (P2)	43,435	96.47%	182.97	229	41,901
15						
16						
17	20 Actual (A)					
18	20 (A)					
19	20 (A)					
20						
21	20 (P1)*					
22	20 (P1)					
23	20 (P1)					
24	20 (P1)					
25						
26	20 (P2)*					
27	20 (P2)					
28	20 (P2)					
29	20 (P2)					
30						
31						
32	20 Actual (A)					
33	20 (A)					
34	20 (A)					
35						
36	20 (P1)*					
37	20 (P1)					
38	20 (P1)					
39	20 (P1)					
40						
41	20 (P2)*					
42	20 (P2)					
43	20 (P2)					
44	20 (P2)					

*Note: P1 assumes project is approved and P2 assumes project is denied.

**Hospital Uniform Reporting Manual is available at <http://www.mass.gov/chia/docs/p/hospital-reports/hospital-uniform-reporting-manual.pdf>.

Factor 2: HEALTH CARE REQUIREMENTS, continued

2.4: Statistical Data--Routine Inpatient Services

Complete only for those routine inpatient cost centers, as specified by the Division of Health Care Finance and Policy Uniform Reporting Manual**, in which you are requesting a change.

	(1)	(2)	(3)	(4)	(5)	(6)
	Cost Center	Licensed Weighted Average Capacity	Bed Occupancy Rate	Average Length of Stay	Number of Discharges	Number of Patient Days
1						
2	20 Actual (A)					
3	20 (A)					
4	20 (A)					
5						
6	20 (P1)*					
7	20 (P1)					
8	20 (P1)					
9	20 (P1)					
10						
11	20 (P2)*					
12	20 (P2)					
13	20 (P2)					
14	20 (P2)					
15						
16						
17	20 Actual (A)					
18	20 (A)					
19	20 (A)					
20						
21	20 (P1)*					
22	20 (P1)					
23	20 (P1)					
24	20 (P1)					
25						
26	20 (P2)*					
27	20 (P2)					
28	20 (P2)					
29	20 (P2)					
30						
31						
32	20 Actual (A)					
33	20 (A)					
34	20 (A)					
35						
36	20 (P1)*					
37	20 (P1)					
38	20 (P1)					
39	20 (P1)					
40						
41	20 (P2)*					
42	20 (P2)					
43	20 (P2)					
44	20 (P2)					

*Note: P1 assumes project is approved and P2 assumes project is denied.

**Hospital Uniform Reporting Manual is available at <http://www.mass.gov/chia/docs/p/hospital-reports/hospital-uniform-reporting-manual.pdf>.

Factor 2: HEALTH CARE REQUIREMENTS, continued

2.5: Statistical Data--Major Ancillary Services

Complete only for those routine inpatient cost centers, as specified by the *Hospital Uniform Reporting Manual***, in which you are requesting a change.

	(1) Service	(2) Standard Units of Measure
1	Surgical Services	*
2	20 Actual (A)	
3	20 (A)	
4	20 (A)	
5		
6	20 (P ₁)*	N/A
7	20 (P ₁)	
8	20 (P ₁)	
9	20 (P ₁)	
10		
11	20 (P ₂)*	
12	20 (P ₂)	
13	20 (P ₂)	
14	20 (P ₂)	
15		
16	Radiology Diagnostic	*
17	20 Actual (A)	
18	20 (A)	
19	20 (A)	
20		
21	20 (P ₁)*	
22	20 (P ₁)	
23	20 (P ₁)	
24	20 (P ₁)	
25		
26	20 (P ₂)*	
27	20 (P ₂)	
28	20 (P ₂)	
29	20 (P ₂)	
30		
31	Laboratory	
32	20 Actual (A)	
33	20 (A)	*
34	20 (A)	
35		
36	20 (P ₁)*	
37	20 (P ₁)	
38	20 (P ₁)	
39	20 (P ₁)	
40		
41	20 (P ₂)*	
42	20 (P ₂)	
43	20 (P ₂)	
44	20 (P ₂)	

* On this line, column 2, state the standard unit of measure as specified by the *Hospital Uniform Reporting Manual*. Note: Use copies of this sheet as needed.

**Hospital Uniform Reporting Manual is available at <http://www.mass.gov/chia/docs/p/hospital-reports/hospital-uniform-reporting-manual.pdf>.

FACTOR 3

Factor 3 OPERATIONAL OBJECTIVES

- 3.1 If this application proposes establishment of a new health service at your institution, do you have evidence of the clinical effectiveness of this new service? Please provide relevant documentation. **NOT APPLICABLE**
- 3.2 Briefly describe quality assurance mechanisms that will be used to assess the appropriateness of the health service proposed in this project.

The quality of Resident Care is monitored through the quality improvement program under the direct supervision of the Administrator and Director of Nursing. The program is monitored and reviewed in accordance with Medicare guidelines and regulations. The new facility will be subjected to all of the licensing regulations of the Commonwealth of Massachusetts, as well as to national, state and local requirements for building, fire and ADA codes. It aims to be in ongoing compliance with these Quality assurance mechanisms.

- 3.3 Does your institution have written referral arrangements pertaining to services covered in this application with other health care providers in the primary service area of this project? (Nursing and rest homes' applicants should have an agreement with at least one acute care hospital and one home health organization).

YES (Please give brief descriptions of these referral arrangements)

See Factor 1 and Exhibit 1

NO _____ (Please explain why you do not have referral arrangements)

Note: In addition to the above measures, all projects must meet the operational objectives of relevant service-specific guidelines.

Factor 3 OPERATIONAL OBJECTIVES

I. a. **Size of Unit:** The proposed unit should not exceed 41 beds or 60 beds if Level III.

Criteria met - The new facility is a multi level structure with four nursing units of resident rooms on two floors, none of the units will exceed the 41 or 60 bed limit.

- First Floor:
 - Life Enrichment Unit (Alzheimer's) – 20 Beds
 - Rehabilitation Unit – 29 Beds
- Second Floor:
 - Long-Term Care Unit – 41 Beds
 - Short-Term Care Unit – 41 Beds

The total gross square footage involved in renovations is 84,274GSF.

b. **One time expansion exemption:** Only one 12 bed exemption allowed.

Criteria met - the licensee has not used its 12 bed exemption before and is using its right to a single DoN exempt 12 bed expansion.

II. **Affiliation and Referral Agreements (Transfer Agreements Section):** Nursing Home DoN applicants should state: (1) their plans for referring applicants for admission who may be appropriate for acute care services or home care services, and (2) their plans for coordination of services with the appropriate home care corporation, including planning for residents who are appropriate candidates for discharge into the community.

Criteria met - the facility will continue to refer residents for acute care, nursing home care, home care or community discharge as appropriate and needed. Discharge and referral planning includes a variety of activities including assessment of needs; appropriateness of current placement; communication with resident, family and attending physicians; referral to home care corporations as appropriate for nursing home or community discharge; and compilation of pertinent referral information. These agreements help to coordinate institutional and non-institutional long-term services in the area. The provision of respite care is addressed in the Hospice agreement. The Applicant has also entered into an affiliation agreement with Baystate Medical to address community needs related to certain diagnosis.

See Factor 1 and Exhibit 1 for a list of providers Applicant has affiliation agreements with.

III. Medicaid/Medicare Access

The Applicant currently has a Medicaid population of 65% for the existing nursing center and anticipates this percentage decreasing slightly to 61% once the new construction is complete. This slight drop in Medicaid is being replaced by Medicare, however many of these residents will be dually eligible with Medicaid as the back-up coverage.

In calculating the costs for this project, the Applicant utilized the Marshall Valuation Service's (MVS) methodology for cost per square foot of Class B Average Construction. Since the zip code of East Longmeadow is 01028, the Holyoke area cost per square foot (\$225.64) was utilized. The total gross per square footage for project is 84,274 GSF of renovated space.

FACTOR 4

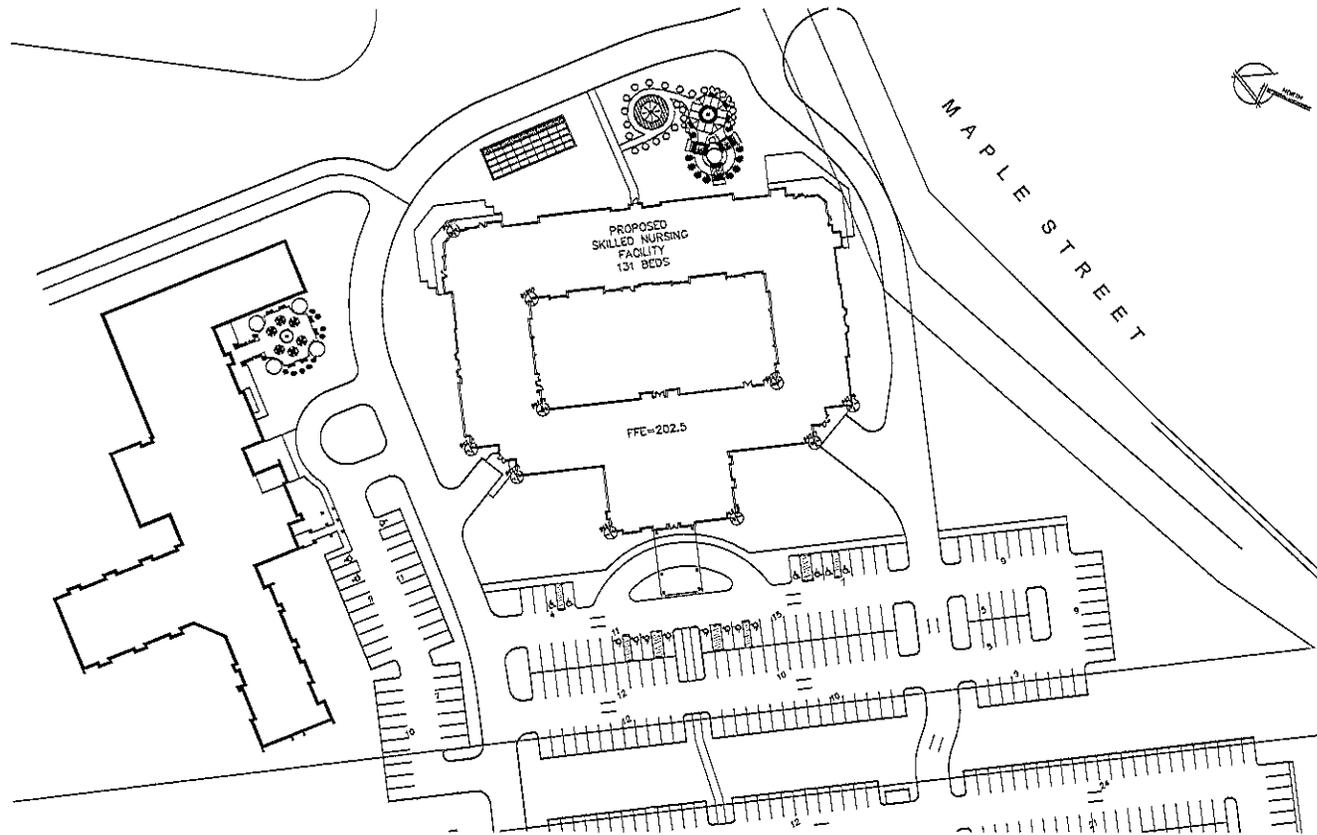
FACTOR 4: STANDARDS COMPLIANCE

If this project involves renovation or new construction, please submit schematic line drawings for that construction.

Please consult the Determination of Need Program staff if you require guidance in completion of this section.

See "Square Footage" under DEFINITIONS, FACTOR 5.

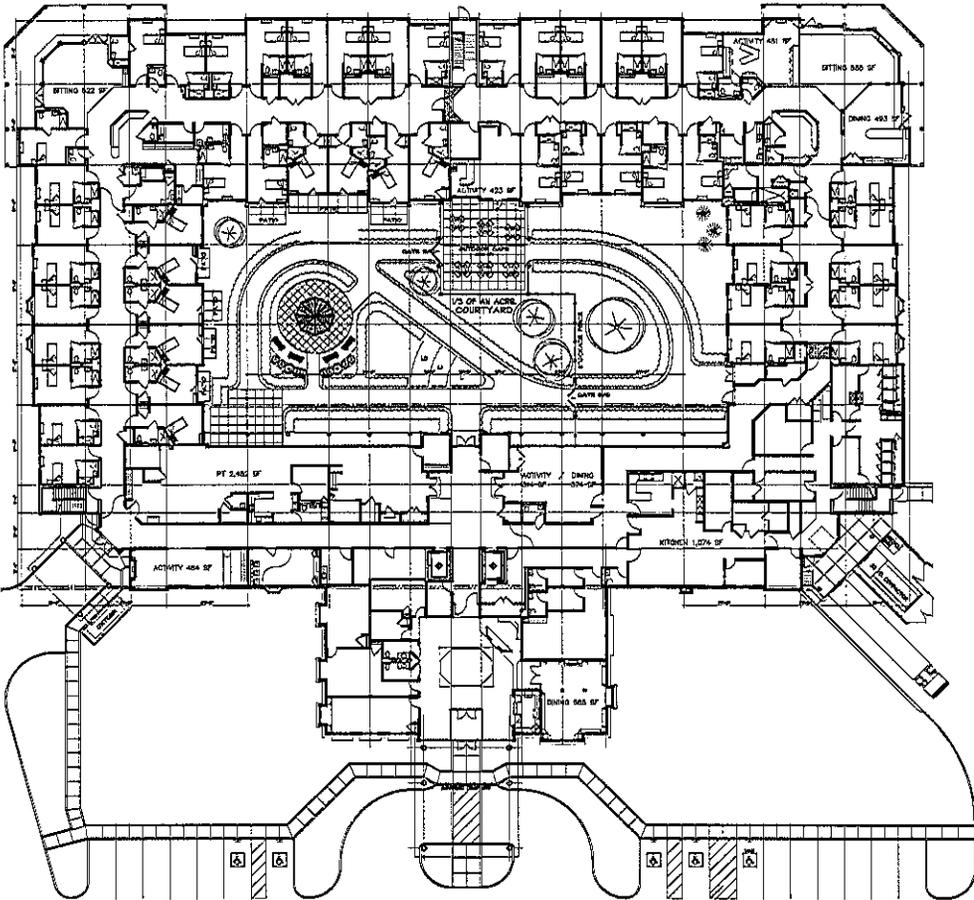
EAST LONGMEADOW SKILLED NURSING CENTER
EAST LONGMEADOW, Massachusetts



NEW SITE PLAN
SCALE: NTS

1 OF 3
DAVID H. DUNLAP ASSOCIATES, INC.
ARCHITECTS
105 WEBSTER STREET, HANOVER, MA 02339

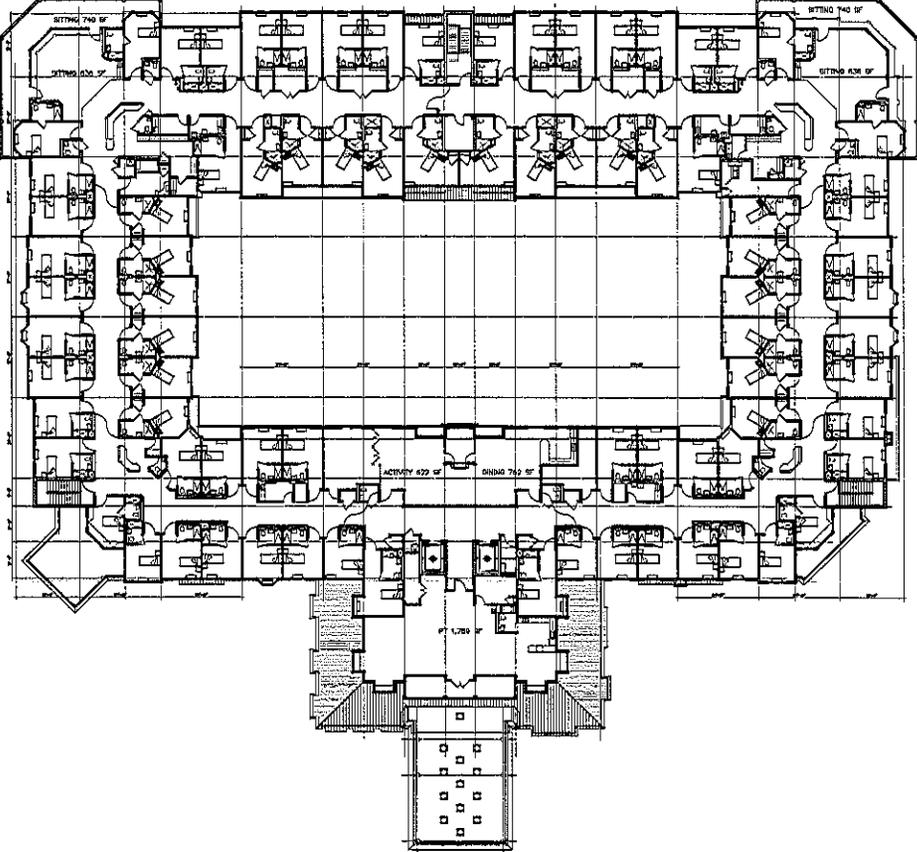
EAST LONGMEADOW SKILLED NURSING CENTER
EAST LONGMEADOW, Massachusetts



NEW FIRST FLOOR PLAN
SCALE: 1" = 40' 43,355 G.S.F.

EAST LONGMEADOW SKILLED NURSING CENTER

East Longmeadow, Massachusetts



NEW SECOND FLOOR PLAN

SCALE: 1"= 40'

41,075 G.S.F.

3 OF 3

DAVID H. DUNLAP ASSOCIATES, INC.
ARCHITECTS
105 webster street, hanover, ma 02339

FACTOR 5

FACTOR 5: REASONABLENESS OF EXPENDITURES AND COSTS

Definitions

1. Capital Expenditure

Cost of the project expressed in a dollar amount as of the filing date (i.e., assuming the project were to commence on the filing date). (See discussion in Factor 6, Schedule D.)

2. Functional Areas

Unit of space directly related to a particular service (e.g., nursing unit, laboratory, radiology, dietary and admissions) or a space common to the operation of the entire facility (e.g., lobby, mechanical, major circulation, exterior wall).

3. Square Footage

Net Square Feet (NSF): The space associated with a particular department. It includes all functional space within a department; e.g., the interior of exam rooms, closets, utility rooms and waiting areas. Also, toilet rooms, walk-in refrigerators, and storage areas should be included if they are specifically for that department. It does not include allowances for internal partitions, departmental circulation, major circulation, shafts, duct ways, general mechanical space and exterior walls.

Gross Square Feet (GSF): Includes the NSF of a Department plus circulation within the department, partitions within the department, and dedicated mechanical space (e.g., pump room for a surgical suite). The GSF for a specific functional department excludes major general mechanical space, ductwork, elevator shafts, and stairwells located within the department's boundaries; these components should instead be assigned to the GSF of a non-departmental-functional area such as "Elevators and Shafts," if they are significant.

If a department's perimeter is an interior wall, half of the thickness of the wall is allocated to the department. If the perimeter is an exterior wall, only 3 inches (i.e., half of a standard partition) of that wall's thickness is assigned to the department; the remainder belongs to the functional area "Exterior Wall."

Using these definitions, a facility's overall GSF is the sum total of the GSF of each functional area; that is, the total of the departmental GSF figures plus the area allocated to Major Circulation and Exterior Walls (i.e., the non-departmental areas.)

4. Cost per Gross Square Footage

In calculating the cost/GSF, the DoN Program adds construction contract, fixed equipment not in contract, site survey and soil investigation, and architectural and engineering costs and divide by the proposed gross square footage. However, the specific costs for these components should be included separately in Schedule D.

Factor 5

REASONABLENESS
OF EXPENDITURES
& COSTS

E. LONGMEADOW SKILLED NURSING CENTER

SUMMARY

Schedule 5.1: Square Footage & Cost Per Square Footage

Schedule 5.1: Square Footage & Cost Per Square Footage

(1) Functional Areas	(2) Present Square Footage		(3)-(7) Square Footage Involved in Project						(8)-(9) Resulting Square Footage ^a		(10)-(11) Total Cost		(12)-(13) Cost/Square Footage	
	Net ^a	Gross ^a	New Construction		Renovation		Relocated/(Demolished)		Net	Gross	New Construction	Renovation	New Construction	Renovation
			Net	Gross	Net	Gross	Net	Gross						
1 Resident Rooms	0	0	32,030	33,952	0	0	0	0	1	32,030	33,952	\$ 8,849,179	\$ -	\$260.64
2 Common Space	0	0	12,059	12,782	0	0	0	0	2	12,059	12,782	\$ 3,331,474	\$ -	\$260.64
3 Circulation	0	0	19,466	20,634	0	0	0	0	3	19,466	20,634	\$ 5,378,003	\$ -	\$260.64
4 Housekeeping	0	0	168	178	0	0	0	0	4	168	178	\$ 46,394	\$ -	\$260.64
5 Administration	0	0	1,893	2,007	0	0	0	0	5	1,893	2,007	\$ 523,100	\$ -	\$260.64
6 Dietary	0	0	1,602	1,697	0	0	0	0	6	1,602	1,697	\$ 442,303	\$ -	\$260.64
7 Laundry	0	0	1,027	1,088	0	0	0	0	7	1,027	1,088	\$ 283,574	\$ -	\$260.64
8 Mechanical	0	0	790	837	0	0	0	0	8	790	837	\$ 218,154	\$ -	\$260.64
9 Storage	0	0	3,290	3,487	0	0	0	0	9	3,290	3,487	\$ 908,844	\$ -	\$260.64
10 Staff	0	0	933	989	0	0	0	0	10	933	989	\$ 257,771	\$ -	\$260.64
11 Workshop	0	0	132	140	0	0	0	0	11	132	140	\$ 36,489	\$ -	\$260.64
12 Lobby/public toilets	0	0	2,570	2,724	0	0	0	0	12	2,570	2,724	\$ 709,978	\$ -	\$260.64
13 Common res. Toilets	0	0	0	0	0	0	0	0	13	0	0	\$ -	\$ -	
14 Exterior Walls	0	0	0	0	0	0	0	0	14	0	0	\$ -	\$ -	
15 Therapy	0	0	3,546	3,759	0	0	0	0	15	3,546	3,759	\$ 979,738	\$ -	\$260.64
Total	0	0	79,506	84,274	0	0	0	0	Total	79,506	84,274	\$ 21,965,000	\$ -	\$260.64

^a See the definitions on page 13

^a Column 8 does not necessarily equal Columns 4 plus 6 or Columns 2 plus 4 plus 6; Column 9 does not necessarily equal Columns 5 plus 7 or Columns 3 plus 5 plus 7. This is because, for example, a) there may be demolition or department A may be reassigned to department B.

^b If this does not equal the sum of Lines 3,9,10 and 11 of Schedule D, please reconcile the difference (for example do the costs include site survey and soil investigation, fixed equipment not in contract, and architectural and engineering costs which are not figured into Line 9 of Schedule D)

5.1: Square Footage and Cost per Square Foot

5.1: Square Footage and Cost per Square Foot

	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)		
	Square Footage Involved in Project													
	Present Square Footage		New Square Footage		Renovation Square Footage		Relocated/Demolished Square Footage		Resultant Square Footage		Total Cost		Cost/Square Footage	
Functional Area	Net	Gross	Net	Gross	Net	Gross	Net	Gross	Net	Gross	New Construction	Renovation	New Construction	Renovation
									-	-	\$ -			
Existing Facility	-	-	79,506	84,274	-	-			79,506	84,274	\$ 21,965,000		\$ 260.64	
Exempt beds	-	-	-	-	-	-			-	-	\$ -			
Total	-	-	79,506	84,274	-	-	-	-	79,506	84,274	\$ 21,965,000	\$ -	\$260.64	

General Notes:

1. CONTRACTOR MUST FOLLOW MANUFACTURERS RECOMMENDED METHOD OF INSTALLATION
2. ACCENT WALL IS ALWAYS THE BED WALL UNLESS OTHERWISE SPECIFIED
3. FLOOR PATTERNS SHOULD BE CENTERED AND RUN NORTH-SOUTH UNLESS OTHERWISE SPECIFIED
4. CEILING TILES-AROM STRONG 2X2 DUHE FOR ALL CEILING TILES
5. COVE LIGHTING- DUKES LUMBER

Lobby						
Product	Model	Description	Finish	Quantity	Unit Price	Extended price
Task Chair	Joya	Task Chair, Grade 2 fabric, mesh back single seat lounge,	Black Mesh, base, frame Grade 2 fabric,	2	\$ 370.00	\$ 740.00
Lounge Chair	Boyd	with sewn tufting 24" round table with	standard finish Standard finish,	8	\$ 944.00	\$ 7,552.00
End Tables	Kore	round tubular metal leg	glass top grade 2 fabric,	5	\$ 775.00	\$ 3,875.00
Sofa	Boyd	Sofa, with sewn tufting	standard finishes	4	\$ 1,919.00	\$ 7,676.00
Sofa Tables	Innsbruck	1/2 round console table. 18"d x 45 1/2" w x	Standard finish	2	\$ 1,513.00	\$ 3,026.00 \$ 22,869.00
Private Dining						
Product	Model	Description	Finish	Quantity	Unit Price	Extended price
Sofa	Boyd	Sofa, with sewn tufting single seat lounge,	grade 2 fabric, standard finishes	2	\$ 1,919.00	\$ 3,838.00
Lounge Chair	Boyd	with sewn tufting	Grade 2 fabric, standard finish	3	\$ 945.00	\$ 2,835.00
End table	Kore	Kore 42" round table, laminate top, tubular metal legs	standard laminate TBD Grade 2,	1	\$ 672.00	\$ 672.00
Chairs	Beo	Beo - insert back	standard finishes	4	\$ 506.00	\$ 2,024.00 \$ 9,369.00
Staff lounge & Education						
Product	Model	Description	Finish	Quantity	Unit Price	Extended price
Table	Dock	Dock, 42" round table, HPL, Blade X base	Standard Laminate	4	\$ 936.00	\$ 3,744.00
Chairs	Bingo	Armless stacking chair 36"x72", HPL with	Laminate	16	\$ 234.00	\$ 3,744.00
Table	Dock	Blade Y base	Standard HPL	1	\$ 912.00	\$ 912.00
Chairs	Beo	Beo Fully Upholstered	Grade 2 fabric, standard finishes	6	\$ 522.00	\$ 3,132.00 \$ 11,532.00
Life Enrichment Rooms						
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price
Hospital Bed	Wayfair	Semi-electronic single bed	standard finish	20	\$ 2,500.00	\$ 50,000.00
Bedside Cabinet	Sanctuary	Beside cabinet, 1 drawer, 1 door	standard laminate	20	\$ 487.00	\$ 9,740.00
Patient Chair	Sycamore	Poly arm caps, 41" h x 25 1/2" W x 26" D	grade B fabric, standard finishes	20	\$ 999.00	\$ 19,980.00
table	Dock	Dock, 24.24 soft square, HPL, Blade x base	Standard HPL	20	\$ 724.00	\$ 14,480.00
chairs	Richland	armless, round chippendale splat back	Grade 2, standard finishes	40	\$ 560.00	\$ 22,400.00 \$ 116,600.00
Nurses Station (1st Floor)						
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price
Task Chair	Joya	Task Chair, Grade 2 fabric, mesh back	Black Mesh, base, frame	11	\$ 370.00	\$ 4,070.00
BBF	Priorit	Laminate BBF	Standard	11	\$ 435.00	\$ 4,785.00 \$ 8,855.00
Dining Room						
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price
Low Counter chair	Poly	Poly Plastic chairs	Standard finish	3	\$ 107.00	\$ 321.00
Table	Dock	Dock Table 36"x84" with panel base	Standard laminate	1	\$ 637.00	\$ 637.00
Chairs	Richland	armless, round chippendale splat back	Grade 2, standard finishes	8	\$ 506.00	\$ 4,048.00
Table		42" square with X base w/ wood caps	Standard Grade 2,	3	\$ 996.00	\$ 2,988.00
Chairs	Richland	armless, round chippendale splat back	standard finishes	12	\$ 506.00	\$ 6,072.00 \$ 14,066.00
Sitting Room (1)						
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price
Love Seats	Hillsborough	Camel back, 2-seat	Grade 2, standard finish	6	\$ 1,653.00	\$ 9,918.00

Lounge Chair	Hillsborough	Wing back chair	Grade 2, standard finish	2	\$ 1,076.00	\$ 2,152.00	
24" occasional table	Beo	24" Round	Standard finish	6	\$ 507.00	\$ 3,042.00	
Sofa Table	Innsbruck	1/2 round console table. 18"d x 46 1/2" w x	Standard finish	1	\$ 1,513.00	\$ 1,513.00	\$ 16,625.00
Activity Room							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
V-Table	Dock	V-shape, (4) 24x48 with (1) hexagon, ganged, Blade fixed base	Standard laminated	1	\$ 1,462.00	\$ 1,462.00	
Table	Dock	Dock, 42" Round table, HPL, Blade X base	Standard HPL	3	\$ 936.00	\$ 2,808.00	
Chairs	Event	Event, 4 leg, with arms, stackable	TBD finish, grade 2 fabric	12	\$ 107.00	\$ 1,284.00	\$ 5,554.00
Outdoor Café							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
Outdoor table		42" round, Metal		6	\$ 1,200.00	\$ 7,200.00	
Outdoor chairs		Metal		24	\$ 500.00	\$ 12,000.00	
Low chairs				5	\$ 1,300.00	\$ 6,500.00	
Table		36"x30"		2	\$ 850.00	\$ 1,700.00	
Chairs				14	\$ 500.00	\$ 7,000.00	
Table		42" Soft Square		2	\$ 1,300.00	\$ 2,600.00	\$ 37,000.00
Sitting Room (3)							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
Benches	Collage	Bench with arched arms	Grade 2, standard finish	2	\$ 860.00	\$ 1,720.00	
Love Seat	Hillsborough	Camel back, 2-seat	Grade 2, standard finish	3	\$ 1,653.00	\$ 4,959.00	
Sofa Table	Innsbruck	1/2 round console table. 18"d x 46 1/2" w x	Standard finish	1	\$ 1,513.00	\$ 1,513.00	
Table	Dock	Dock, 42" Round table, HPL, Blade X base	Standard HPL TBD Grade 2,	3	\$ 936.00	\$ 2,808.00	
Chairs	Event	Event with arms	standard finishes Grade 2,	12	\$ 506.00	\$ 6,072.00	
Lounge Chairs	Hillsborough	Wing back chair	standard finish	5	\$ 1,075.00	\$ 5,375.00	
Occasional Table	Dock	24" Round, hpl, with disc base	Standard finish	3	\$ 522.00	\$ 1,566.00	\$ 72,039.00
Resident Room (111)							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
Hospital Bed	Wayfair	Semi electric single bed	standard	111	\$ 2,500.00	\$ 277,500.00	
Bedside Cabinet	Sanctuary	Beside cabinet, 1 drawer, 1 door	standard laminated	111	\$ 475.00	\$ 52,725.00	
Overbed Table	Kimball	Kidney shape top, u base	Solid surface top, standard	111	\$ 1,084.00	\$ 120,324.00	
Stool	Exam	Exam Stool	Grade 2	111	\$ 177.00	\$ 19,647.00	
Patient Chair	Sycamore	Poly arm caps, 41" h x 25 1/2" w x 26" d	grade B fabric, standard finishes	111	\$ 999.00	\$ 110,889.00	
Table	Dock	Dock, 24.24 soft square, HPL, Blade x base	Standard HPL Grade 2,	111	\$ 724.00	\$ 80,364.00	
Chair	Richland	armless, round chippendale splat back	standard finishes TBD - Standard,	222	\$ 505.00	\$ 112,332.00	
Sleeper Sofa	Villa	Villa Sleeper Sofa	grade C	50	\$ 2,835.00	\$ 141,750.00	\$ 915,531.00
Reception							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
Task Chair	Joya	5 star task chair	Grade 2 fabric, mesh back, black frame	2	\$ 370.00	\$ 740.00	\$ 740.00
Business Office (4)							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
L Shape Desk with BBF	Priority	Priority desk, 36"x72" with return	Standard finish	4	\$ 1,386.00	\$ 5,544.00	
4H Lateral File	Metal	24"x 42", BBF and FF 4H, 36" W lateral file	Standard finish	4	\$ 1,019.00	\$ 4,076.00	
Task Chair	Joya	5 star task chair	Grade 2 fabric, mesh back, black frame	4	\$ 370.00	\$ 1,480.00	\$ 22,200.00
Admin Office							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
L Shape Desk with Credenza	Priority	Desk with BBF 36"x72"	Standard finish	1	\$ 1,985.00	\$ 1,985.00	
Bookcase	Priority	credenza with (2) FF 4 H, 30" W	Standard	2	\$ 381.00	\$ 762.00	
72" Conference Table	Dock	36"x 72" HPL with Blade Y base	Standard HPL	1	\$ 911.00	\$ 911.00	

Conference Chair	Alumma	Mld Back Conference Chair	Black Grade 2 fabric, standard finishes	6	\$ 339.00	\$ 2,034.00	
Guest Chair	Event	Event with arms	Grade 2 fabric, mesh back, black frame	3	\$ 506.00	\$ 1,518.00	
Task Chair	Joya	5 star task chair		1	\$ 370.00	\$ 370.00	
Planters				2	\$ 625.00	\$ 1,250.00	\$ 8,205.00
Physical Therapy (2)							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
Task Chair	Joya	5 star task chair	Grade 2 fabric, mesh back, black frame	4	\$ 370.00	\$ 1,480.00	\$ 2,960.00
Café/Pub							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
Table		48"x48" laminate with disc base	standard laminate	1	\$ 1,020.00	\$ 1,020.00	
Chairs	Poly	Poly Plastic Chair	Standard	4	\$ 107.00	\$ 428.00	
Low chairs	Poly	Poly Plastic chair	Standard	3	\$ 107.00	\$ 321.00	\$ 1,769.00
Lounge/Coffee Shop							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
Table		Dock, 42" Round table, HPL, Blade X base	Standard HPL	2	\$ 936.00	\$ 1,872.00	
Love Seat	Boyd	2- seat love seat, sewn with tufting	Grade 2, standard	1	\$ 1,386.00	\$ 1,386.00	
Lounge Chair	Boyd	Single seat, sewn with tufting	Grade 2, standard	1	\$ 945.00	\$ 945.00	
Magazine table	Beo	Rectangular magazine table	Standard laminate	1	\$ 585.00	\$ 585.00	
Occasional Table	Beo	24" square occasional table	Standard laminate	1	\$ 507.00	\$ 507.00	\$ 5,295.00
Second Floor Nurses Station (2)							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
Task Chair	Joya	5 star task chair	Grade 2 fabric, mesh back, black frame	4	\$ 370.00	\$ 1,480.00	
BBF	Priority	Laminate BBF	Standard	4	\$ 435.00	\$ 1,740.00	\$ 3,220.00
Activity/Dining Room							
Product	Model	Description	Finish	Quantity	Unit Price	Extended Price	
Table		Dock, 42" Soft Square table, HPL, Blade X base	Standard HPL	3	\$ 936.00	\$ 2,808.00	
chair	Poly	Poly plastic chairs	Standard finish	26	\$ 107.00	\$ 2,782.00	
Table		Dock, 42" Round table, HPL, Blade X base	Standard HPL	2	\$ 234.00	\$ 468.00	
Table	Dock	60"x 36" 24" Round, hpl, with disc base	Standard	1	\$ 1,184.00	\$ 1,184.00	
Occasional table			Standard finish	1	\$ 522.00	\$ 522.00	
Low Chairs	Poly	Poly Plastic chairs	Standard finish	3	\$ 107.00	\$ 321.00	\$ 8,085.00
							\$ 1,282,514.00
Physical Therapy Equipment	TBD	Per Plan	Standard	2	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL FFE						\$ 1,332,514.00	

**E. LONGMEADOW SKILLED NURSING CENTER
ATTACHMENT I**

The following analysis and values are based on Marshall Valuation Service (MVS) cost categories and methodology as adopted by the Massachusetts Department of Public Health on July 25, 1989.

1 Type of Facility	Nursing facility
2 Building Class	B
3 Quality of Construction	Average
4 Base Square Foot Cost (MVS for Convalescent Hospitals)	\$ 204.08
	November-15

Adjustments (See July 25, 1989 memo)

5 Elevators	
6 Other	\$1.85
7 Adjusted square foot cost (4 + 5 + 6)	\$205.93
8 Number of stories multiplier	2
9 Height per story multiplier	1.00
10 Perimeter multiplier	1.00
11 Combined multiplier (8 X 9 X 10)	1.00
12 Square foot cost, unadjusted for inflation and local conditions	\$205.93

13 Inflation cost multiplier (dollars)	Nov-15	1.00	<u>Eastern B</u>
14 Local conditions multiplier	Oct, 2016	1.12 *	
15 Current square foot cost (12 X 13 X 14)		\$ 230.64	
16 Deduction of \$5.00 for financing costs		\$ (5.00)	
17 Final current square foot cost (15 - 16)		<u>\$ 225.64</u>	
*Facility Zipcode	01028	EAST LONGMEADO W	Holyoke

*Applies to Holyoke, MASSACHUSETTS Area

FACTOR 6

FACTOR 6: FINANCIAL FEASIBILITY

LIST OF SCHEDULES FOR FACTOR SIX

SCHEDULE A:	Statement of Revenues and Expenses
*SCHEDULE B:	Statistical/Financial Data - Revenue Producing Cost Centers
SCHEDULE C:	Staffing Patterns
SCHEDULE D:	Estimated Capital Expenditure
SCHEDULE E:	Depreciation Expense
SCHEDULE F:	Proposed Funds for Estimated Capital Expenditure
SCHEDULE F1:	Features of Permanent Financing of Estimated Capital Expenditure
SCHEDULE F2:	Application of Permanent Financing Proceeds
SCHEDULE G:	Fixed Charges Covered
SCHEDULE H:	Revenue by Payer

The purpose of "Factor Six - Financial Feasibility" of the DoN Application is to: (1) collect evidence regarding the ability of the applicant to finance and support the operation of the proposed project; and (2) highlight the probable effects of the project, in cost and statistical terms.

It may be useful as a conceptual aid to think of the schedules that comprise "Factor Six- Financial Feasibility" as sorting into these categories:

- 1) Schedules A-C - information about the likely impact of the proposed project on operations of the applicant (institution).
- 2) Schedules D-G - information about the capital cost and the method of financing for the proposed project; and
- 3) Schedule H - information about the applicant's recent payer mix.

The schedules request the most recent annual historical data plus two sets of three-year projections for single service projects and the most recent three years historical data plus two sets of four-year projections for capital expenditure projects. "P1" is the projection of the likely future course of operations, assuming the project under consideration is approved by the Department. "P2" is the projection of the likely future course of operations, assuming the project under consideration is not approved by the Department.

The first projection year should be the first year following the last actual. The second, third, or fourth year projection should be the point in time when the project reaches normal volume.

The applicant must clearly explain its assumptions about costs (both operating and capital) on separate sheets to be attached to Schedule A.

Factor 6

FINANCIAL FEASIBILITY

Consistency is a key to the fairness and usability of "Factor Six- Financial Feasibility." If assumptions about unit costs, occupancies, or similar items differ between P1 and P2, explain the reasons for these differences on separate sheets. Since it is obvious that the approval or denial of this application will not alter demographic or economic trends in the applicant's area, it is expected that assumptions for P1 and P2 will be uniform for these items. This section uses Schedule A, the operating statement, to link the various other schedules together. This interlocking system will ensure that all comparisons of P1 and P2 will be made using consistent data, which fit smoothly into the broader financial situation of the applicant.

In order to obtain forecasts or financial and statistical impacts, it is necessary to consider the interrelationship of determination of need projects filed by an individual applicant. Therefore, if the applicant's institution has more than one DoN application pending, or expects to file additional applications within one year of the date of this application, please note the application numbers and dates of the pending applications and the nature and scope of expected applications on the "assumptions" sheet attached to Schedule A. "P1" and "P2" projections must assume approval of all pending (rather than anticipated or expected) DoN applications. For example, an institution that has one application pending consideration, by the Department, and which is now filing another application, should:

- note the first application in the assumption section of Schedule A of the new application; and
- assume approval of the first application in both the "P1" and "P2" projections of the new application.

The new application should, in effect, show the combined projections if the first application were, in fact, to be implemented on the applicant's proposed schedule.

On some schedules, hospitals are required to report financial and statistical data according to the specifications of the *Hospital Uniform Reporting Manual*.** Of course, this requirement does not apply to non-hospital applicants.

These schedules will provide necessary information about the probable impacts of determination of need actions on individual applicants. Schedules A, G, and H should be completed for the whole facility and not only for the project's revenue producing cost center(s).

**Hospital Uniform Reporting Manual is available at <http://www.mass.gov/chia/docs/p/hospital-reports/hospital-uniform-reporting-manual.pdf>.

Factor 6 FINANCIAL FEASIBILITY

Notes:

1. The financial and statistical information requested in Factor Six must be submitted on the schedules provided or on copies thereof.
2. Copies of audited financial statements for the most recent year must be filed with this application.
3. Assumptions used in projecting capital and operating costs, revenues, and demographic factors must be clearly explained on a separate sheet attached to the beginning of Factor 6.
4. Statistical data and projections provided in Factor Two are important for the Factor Six data and projections. Please review both Factor Two and Factor Six carefully to ensure overall consistency between them.
5. It is permissible to round dollar amounts to the nearest thousand, as long as such rounding does not materially affect the results. If you do so, please clearly indicate this on each page on which such rounding is done.
- 6(a) Use constant dollars for the projection years (that is, do not include inflation). Do not restate actual dollars.
- 6(b) In general, use the last complete fiscal year as the basis for constant dollars (e.g., an applicant filing May 2014 with a fiscal year ending September 2014 would state project costs in 2014 dollars).

Schedule A: Statement of Revenues and Expenses

The data presented here must tie to later schedules and should be for the entire institution and not only for the project's cost center. Explain all variances. Should your institution have another application pending (i.e. accepted and under review by the Determination of Need Program), the projections made in these schedules must assume approval of all pending applications.

	(1)	(2)	(3)	(4)
		Actual 2013	Actual 2014	Actual 2015
1	Gross Patient Service Revenue*	10,412,004	10,253,629	10,589,000
2	Less: Contractuals	-	-	-
3	Provision for Doubtful Accounts	127,067	97,067	97,068
4	Free Care	0	0	0
5	Other (Specify)	0	0	0
6	Net Patient Service Revenue	10,284,937	10,156,562	10,491,932
7				
8	Other Operating Revenue*	517,098	423,902	393,934
9				
10	Net Operating Revenue	10,802,035	10,580,464	10,885,866
11				
12	Operating Expenses			
13a	Salaries, Wages* and Fringe Benefits (Exclude Pensi	5,660,052	5,720,498	5,665,569
13b	Purchased Services	1,636,111	1,552,911	1,694,833
14	Supplies and Other Expenses	2,034,231	2,112,885	2,137,506
15	Depreciation	507,530	509,150	505,114
16	Interest	507,277	471,678	454,491
17	Pension	0	0	0
18				
19	Total Operating Expenses*	10,345,201	10,367,122	10,457,513
20				
21	Gain (Loss) from Operations	456,834	213,342	428,353
22				
23	Total Non-operating Revenue	0	0	0
24				
25	Excess of Revenues Over Expenses	456,834	213,342	428,353
26				
27				
28				
29				
30				

Note: For a single service project, complete the most recent year actual data and for a capital expenditure project by a hospital complete the most recent three years actual data.

Schedule A: Statement of Revenues and Expenses

	(5)	(6) (7) (8) (9) Assuming Project Approval				(10) (11) (12) (13) Assuming Project Denial			
		Projection 2016 (P1)*	Projection 2018 (P1)	Projection 2019 (P1)	Projection 2020 (P1)	Projection 2016 (P2)	Projection 2018 (P2)	Projection 2019 (P2)	Projection 2020 (P2)
1	Gross Patient Service Revenue*	10,589,000	12,675,370	12,675,370	12,675,370	10,589,000	10,589,000	10,589,000	10,589,000
2	Less: Contractuals					0	0	0	0
3	Provision for Doubtful Accounts	97,068	40,080	40,080	40,080	97,068	97,068	97,068	97,068
4	Free Care	0	0	0	0	0	0	0	0
5	Other (Specify)	0	0	0	0	0			
6	Net Patient Service Revenue	10,491,932	12,635,290	12,635,290	12,635,290	10,491,932	10,491,932	10,491,932	10,491,932
7									
8	Other Operating Revenue*	393,934	430,320	430,320	430,320	393,934	393,934	393,934	393,934
9									
10	Net Operating Revenue	10,885,866	13,065,610	13,065,610	13,065,610	10,885,866	10,885,866	10,885,866	10,885,866
11									
12	Operating Expenses								
13a	Salaries, Wages* and Fringe Benefits (Exclude Pension)*	5,665,569	6,081,590	6,081,590	6,081,590	5,665,569	5,665,569	5,665,569	5,665,569
13b	Purchased Services	1,694,833	2,005,830	2,005,830	2,005,830	1,694,833	1,694,833	1,694,833	1,694,833
14	Supplies and Other Expenses	2,137,506	2,403,880	2,403,880	2,403,880	2,137,506	2,137,506	2,137,506	2,137,506
15	Depreciation	505,114	1,223,814	1,223,814	1,223,814	505,114	505,114	505,114	505,114
16	Interest	454,491	682,680	652,730	652,730	454,491	454,491	454,491	454,491
17	Pension	0	0	0	0	0	0	0	0
18									
19	Total Operating Expenses*	10,457,513	12,397,794	12,367,844	12,367,844	10,457,513	10,457,513	10,457,513	10,457,513
20									
21	Gain (Loss) from Operations	428,353	667,816	697,766	697,766	428,353	428,353	428,353	428,353
22									
23	Total Non-operating Revenue	0	0	0	0	0	0	0	0
24									
25	Excess of Revenues Over Expenses	428,353	667,816	697,766	697,766	428,353	428,353	428,353	428,353
26									
27									
28									
29									
30									

*For each of these items state on a separate and attached sheet the assumptions you made in arriving at P1 (assuming project approval, columns 5-8) and P2 (assuming project denial, columns 9-12) figures.

Schedule B: Statistical/Financial Data - Revenue Producing Cost Centers, continued

Complete in detail for each revenue producing cost center affected by the project. Data for revenue-producing cost centers not affected by the project should be presented in aggregate under "Other Revenue-Producing Cost Centers". Under Other it is expected that P1 and P2 will be identical. The cost centers and standard units of measure must be those required by *Hospital Uniform Reporting Manual*. (<http://www.mass.gov/chia/docs/p/hospital-reports/hospital-uniform-reporting-manual.pdf>)

	(1) Cost Center	(2) Standard Unit of Measure	(3) Gross Patient Service Revenue	(4) Major Movable Equipment Depreciation
	a	b		
1	20 Actual (A)			
2	20 (A)			
3	20 (A)			
4	20 (P1)			
5	20 (P1)			
6	20 (P1)			
7	20 (P1)			
8	20 (P2)			
9	20 (P2)			
10	20 (P2)			
11	20 (P2)			
12				
13				
14	20 Actual (A)			
15	20 (A)			
16	20 (A)			
17	20 (P1)			
18	20 (P1)			
19	20 (P1)			
20	20 (P1)			
21	20 (P2)			
22	20 (P2)			
23	20 (P2)			
24	20 (P2)			
25				
26				
27	20 Actual (A)			
28	20 (A)			
29	20 (A)			
30	20 (P1)			
31	20 (P1)			
32	20 (P1)			
33	20 (P1)			
34	20 (P2)			
35	20 (P2)			
36	20 (P2)			
37	20 (P2)			
38				

^a On this line state the name of the cost center (Column 1)

^b On this line indicate the standard unit of measure (column 2) and number of units for Actual, P₁ and P₂

Note: Use copies of this sheet for additional cost centers

Schedule B: Statistical/Financial Data - Revenue Producing Cost Centers, continued

	(5)	(6)	(7)	(8)	(9)	
	Cost Center	Physician Compensation & Benefits*	Direct Expenses Excluding Physician Compensation & Benefits & MME Depreciation	Total Direct Expenses (Cols. 4+5+6)	Allocated Expenses	Total Expenses (Cols. 7+8)
	a					
1	20 Actual (A)					
2	20 (A)					
3	20 (A)					
4	20 (P1)		N/A			
5	20 (P1)					
6	20 (P1)					
7	20 (P1)					
8	20 (P2)					
9	20 (P2)					
10	20 (P2)					
11	20 (P2)					
12						
13						
14	20 Actual (A)					
15	20 (A)					
16	20 (A)					
17	20 (P1)					
18	20 (P1)					
19	20 (P1)					
20	20 (P1)					
21	20 (P2)					
22	20 (P2)					
23	20 (P2)					
24	20 (P2)					
25						
26						
27	20 Actual (A)					
28	20 (A)					
29	20 (A)					
30	20 (P1)					
31	20 (P1)					
32	20 (P1)					
33	20 (P1)					
34	20 (P2)					
35	20 (P2)					
36	20 (P2)					
37	20 (P2)					
38						

* Include in this column fringe benefits.

Note: The difference between P₁ and P₂ Schedule A, Line 19 "Total Operating Expenses" must tie to the difference between P₁ and P₂ Schedule B, Column 9, "Total Expenses"

Schedule B: Statistical/Financial Data - Revenue Producing Cost Centers, continued

	(10)	(11)	(12)	(13)
	Cost Center	Standard Unit of Measure	Gross Patient Service Revenue	Major Movable Equipment Depreciation
	a	b		
1	20 Actual (A)			
2	20 (A)			
3	20 (A)			
4	20 (P1)			
5	20 (P1)			
6	20 (P1)			
7	20 (P1)			
8	20 (P2)			
9	20 (P2)			
10	20 (P2)			
11	20 (P2)			
12				
13	Other Revenue Producing Cost Centers			
14	20 Actual (A)			
15	20 (A)			
16	20 (A)			
17	20 (P1)			
18	20 (P1)			
19	20 (P1)			
20	20 (P1)			
21	20 (P2)			
22	20 (P2)			
23	20 (P2)			
24	20 (P2)			
25				
26	Total Revenue Producing Cost Centers			
27	20 Actual (A)			
28	20 (A)			
29	20 (A)			
30	20 (P1)			
31	20 (P1)			
32	20 (P1)			
33	20 (P1)			
34	20 (P2)			
35	20 (P2)			
36	20 (P2)			
37	20 (P2)			
38				
39				
40				

^a On this line state the name of the cost center, Column 10.

^b On this line indicate the standard unit of measure, Column 11, and number of units for Actual, P₁ and P₂

Schedule C: Staffing Patterns

Complete in detail the staffing level of service(s) that will be affected by the proposed project.

	(1)	(2)			(3)			(4)		
		Number of FTEs *			Number of FTEs *			Number of FTEs *		
		2015 a Actual Year	2020 b P1: Year 4	2020 b P2: Year 4						
1	Service (specify):									
2	Personnel Category									
3	Administration	1.04	1.04	1.04						
4	Clerical	4.71	4.85	4.71						
5	Dietary	11.67	12.01	11.67						
6	Quality Assurance/ Staff Development	1.20	1.20	1.20						
7	Housekeeping, Laundry & Maintenance	10.85	11.18	10.85						
8	Service (specify):									
9	Personnel Category:									
10	Restorative/ Recreation	4.60	4.60	4.60						
11	Social Service	1.82	2.00	1.82						
12	MDS & MMQ Nurse	1.83	1.83	1.83						
13	Ward Clerk/Medical records	0.96	0.96	0.96						
14	RN	11.22	12.34	11.22						
15	Service (specify):									
16	Personnel Category									
17	LPN	15.11	16.62	15.11						
18	Nurses Aide	47.69	52.46	47.69						
19	DNS	1.07	1.07	1.07						
20	Interpreters	0.00	0.00	0.00						
21										
22	Service (specify):									
23	Personnel Category									
24										
25										
26										
27										
28										
29	Service (specify):									
30	Personnel Category									
31										
32										
33										
34										
35										
36	Service (specify):									
37	Personnel Category									
38										
39										
40										
41										
42										
43	All Personnel									
44		113.77	122.16	113.77						

* An FTE is a full-time equivalent employee. See the Division of Health Care Finance and Policy/Hospital Uniform Reporting Manual for the con of full-time equivalent.

a. For the fiscal year most recently completed.

b. The year when normal operating volume is achieved.

Schedule D: Estimated Capital Expenditure

Outlined below is a comprehensive list of all components of Estimated Capital Expenditures. Capital Expenditure as defined in the Regulations includes the site acquisition cost of land and buildings fair market value of land and buildings if leased (capital or operating) or donated the total cost of construction including all site improvements, the cost of all capital equipment of fair market value if leased (capital or operating) or donated, the cost of all professional fees associated with the development of the project, including fees for architectural, engineering, legal, accounting, feasibility, planning and financing services, any fee associated with financing including any bond discount, and the interest cost to be incurred on funds borrowed during construction (but not including the on-going interest expense of permanent financing).

The estimate to be computed below must be based on costs and interest rates which assume commencement and/or implementation of the project as of the date of application; therefore, the estimate should not include inflation up to the *anticipated actual* commencement and/or implementation date. (Where appropriate, an inflationary allowance is applied later during the DoN Staff's monitoring of the approved project.)

Because the inflation allowance is an important factor in large, costly construction projects, prospective applicants for such projects should consult the DoN Office for technical advice regarding completion of Schedule D. Do not include a special provision for contingency.

(1)	(2)	(3)	<u>TOTAL</u>
Category of Expenditure	New Construction	Renovation	Oct, 2016
1 Land Costs:			
2 Land Acquisition Cost	620,000		620,000
3 Site Survey and Soil Investigation	60,000		60,000
4 Other Non-Depreciable Land Development (a)	300,000		300,000
5 Total Land Costs (Lines 2 through 4)	980,000		980,000
6 Construction Costs:			
7 Depreciable Land Development Cost (b)	850,000		850,000
8 Building Acquisition Cost			
9 Construction Contract (including building costs)	\$21,084,000		21,084,000
10 Fixed Equipment Not in Contract			
11 Architectural Cost (including fee, printing, supervision etc.) and Engineering Cost	821,000		821,000
12 Pre-filing Planning and Development Costs	95,000		95,000
13 Post-filing Planning and Development Costs	50,000		50,000
14 Other (specify): Therapy, Kitchen, Office Equipme	300,383		300,383
15 Other (specify): Additional Furniture	141,750		141,750
16 Net Interest Expense During Construction (c)	518,117		518,117
17 Major Moveable Equipment	890,367		890,367
18 Total Construction Costs (Lines 7 through 17)	24,750,617		24,750,617
19 Financing Costs:			
20 Costs of Securing Financing (legal, administrative, feasibility studies, mortgage insurance, printing, etc.)	643,265		643,265
21 Bond Discount			
22 Other (specify):			
23 Total Financing Costs (Lines 20 through 22)	643,265		643,265
24 Estimated Total Capital Expenditure (Line 5 + Line 18 + Line 23)	\$26,373,882		\$26,373,882
	\$26,373,882		

Footnotes:

- a. Examples of Other Non-Depreciable Land Development Costs: commissions to agents for purchase of land, attorney fees related to land, demolition of old buildings, clearing and grading, streets, removal of ledge, off-site sewer and water lines, public utility charges necessary to service the land, zoning requirements, and toxic waste removal.
- b. Examples of Depreciable Land Development Costs: construction of parking lots, walkways and walls, on-site septic systems, on-site water and sewer lines, and reasonable and necessary landscaping.
- c. Describe assumptions used in calculating interest rates and costs.
- d. Acute care hospitals need not include equipment expenditure unless for DoN regulated device (see 105 CMR 100.022, definition of Expenditure Minimum).

Schedule E: Depreciation Expense

Complete for project's estimated capital expenditure (including the fair market value for capital be depreciated. For a given category and cost center show in aggregate the data for assets with lives. Include in the basis the asset's appropriate share of construction interest and professional estimates from Schedule D.

	(1) Description of Asset	(2) Basis for Depreciation	(3) Useful Life	(4) Annual Depreciation Expense
1	Building:			
2		23,418,117	40	585,450
3				
4				
5				
6				
7	Land Improvements:			
8				
9			20	0
10				
11				
12				
13	Building Improvements:			
14		0	20	0
15				
16				
17				
18				
19	Parking Facilities		40	
20				
21				
22				
23				
24				
25	Fixed Equipment:			
26			40	
27				
28				
29				
30				
31	Major Moveable Equipment:			
32				
33				
34				
35		1,332,500	10	133,250
36				
37	Total Basis	24,750,617		

Note: For simplicity assume first year of depreciation is a full year of depreciation not one half year of depreciation. Also, if project is to be gradually phased in do not adjust for such phasing unless it significantly affects this Schedule. Explain such adjustments.

Schedule F: Proposed Funds For Estimated Capital Expendit

Show only those funds which are intended to finance the estimated capital expenditure.

(2)

Funds Available as of Application Filing Date:		
1	Plant Replacement and Expansion Fund	
2	Unrestricted Fund	
3	Endowment Fund	
4	Specific Purpose Fund	
5	Other (specify):	
6	Subtotal	-
Funds to be Generated/Raised:		
Internal Sources		
7	Accumulated Gain from Operations	2,000,000
8	Accumulated Non-operating Revenue a	
External Sources:		
9	Long Term Debt Proceeds b (available ___ / ___) c month year	24,373,882
10	Grants (available ___ / ___) c month year	
11	Unrestricted Gifts/Bequests (available ___ / ___) c month year	
12	Plant Fund Drive (available ___ / ___) c month year	
13	Capital Leases (terms) /) rate years	
14	Subtotal	26,373,882
15	TOTAL FUNDS (Line 6 - Line 13)	26,373,882

a Exclude unrestricted gifts and bequests. Show these on line 11.

b Complete schedule F1.

c Provide date when total amount will be available.

Schedule F1: Features of Permanent Financing of Estimated Capital Expenditure^a

1 a) Loan principal 24,373,882 b) interest rate 2.74% c) Term 30 yrs.

2 Does the proposed debt service require even periodic payments which include interest and principal?

Yes No

If No, attach a separate sheet outlining the required schedule of payments of interest and principal over the term of the loan.

3 Check anticipated source of permanent financing^b

- Lending Institution (specify) _____
- Massachusetts Health and Educational Facilities Authority
- Federal Housing and Urban Development Administration Insured Mortgage
- Public or Private Sale Bonds
- Other (specify) _____

4 Check anticipated debt instrument.

- Mortgage
- Mortgage Bonds
- Notes
- Taxable Bonds
- Tax-exempt Bonds
- Bond Anticipation Note
- Other (specify) _____

5 Specify the loan covenants (such as required sinking fund payments, compensating balances) associated with the proposed financing.

6 Indicate specific extent of mortgagee's proposed collateral interest in real property, gross receipts, etc.

First mortgage and assignment of leases and rents on property

• First security interest in all business assets

7 Will the proposed long term loan refinance a construction loan? Yes No

8 If Yes, complete the following:

- a) Source of construction loan _____
- b) Maximum principal outstanding _____
- c) Terms of interest rate _____

9 Anticipated date for the delivery of the long term loan proceeds at beginning of construction

^a If appropriate complete for internal as well as external loans

^b If uncertain use "1", "2", etc. to indicate order of likelihood. Explain effect on cost in going from source #1 to source #2, etc. Complete question 8 only if the project includes refinancing of existing debt

Schedule F2: Application of Permanent Financing Proceeds

Complete only for the estimated capital expenditures or projects requiring debt financing.

	(1)	(2)
1	Total Estimated Land and Construction Costs (from Schedule D, Column 2 and 3, Line 5 + Line 18)	25,730,617
2	Debt Service Fund Requirement	
3	Total Financing Costs (from Schedule D, Column 2 and 3, Line 23)	643,265
4	Refinancing of Existing Debt	0
5	Other (specify) -	-
6	Other (specify):	
7	Subtotal	26,373,882
8	Less:	
9	Project Costs met by Internal Sources (from Schedule F, Column 2, Lines 6 + 7 + 8)	2,000,000
10	Interest Income Earned During Construction	
11	Premium on Sale of Bonds	
12	Project Costs Met by External Sources Other than Debt (from Schedule F, Column 2, Lines 10 + 11 + 12)	
13	Total Deductions (Lines 9+10 + 11 + 12)	2,000,000
14	Loan Principal Required (Line 7 - Line 13)	24,373,882

Schedule G. Fixed Charges Covered

Complete for the entire institution if the estimated capital expenditure for the project requires debt financing, including capital lease.

	(1)	(2)	(3)	(4)
		Actual 2013	Actual 2014	Actual 2015
1	Gain (Loss) from Operations ^a	456,834	213,342	428,353
2	Add: Interest Expense ^a	507,277	471,678	454,491
3	Depreciation Expense ^a	507,530	509,150	505,114
4	Lease Payments	0	0	0
5	Cash from Operations Available for Debt Service (Lines 1 + 2 + 3+ 4)	1,471,641	1,194,170	1,387,958
6	Debt Service Required:			
7	Interest in Long Term Debt (LTD)	507,277	471,678	454,491
8	Interest on Certain Short Term Debt ^b	0	0	0
9	Principal Payments - LTD	408,233	424,621	442,500
10	Reduction in Short Term Debt ^b	0	0	0
11	Lease Payments	0	0	0
12	Net Sinking Fund Payment ^c			
13	Total Debt Service Required (Lines 7+8+9+10+11+12)	915,510	896,299	896,991
14	Ratio: Fixed Charges Covered (Line 5 - Line 13)	1.61	1.33	1.55

^a Must tie to Schedule A data.. Explain any variances.

^b Include only short-term debt that will be rolled over or refinanced with long term debt and any interest expense on interfund loans.

^c Required payment to sinking fund less payment from sinking fund.

E. LONGMEADOW SKILLED NURSING CENTER

Schedule G. Fixed Charges Covered (continued)

	(5)	(6) (7) (8) (9)				(10) (11) (12) (13)			
		Assuming Project Approval				Assuming Project Denial			
		Projection 2016 (P1)*	Projection 2018 (P1)	Projection 2019 (P1)	Projection 2020 (P1)	Projection 2016 (P2)	Projection 2018 (P2)	Projection 2019 (P2)	Projection 2020 (P2)
1	Gain (Loss) from Operations a	428,353	667,816	697,766	697,766	428,353	428,353	428,353	428,353
2	Add: Interest Expense a	454,491	682,680	652,730	652,730	454,491	454,491	454,491	454,491
3	Depreciation Expense a	505,114	1,223,814	1,223,814	1,223,814	505,114	505,114	505,114	505,114
4	Lease Payments	0	0	0	0	0	0	0	0
5	Cash from Operations Available for Debt Service (Lines 1 + 2 + 3+ 4)	1,387,958	2,574,310	2,574,310	2,574,310	1,387,958	1,387,958	1,387,958	1,387,958
6	Debt Service Required:								
7	Interest in Long Term Debt (LTD)	454,491	682,680	652,730	652,730	454,491	454,491	454,491	454,491
8	Interest on Certain Short Term Debt b	0	0	0	0	0	0	0	0
9	Principal Payments - LTD	442,500	531,000	546,000	561,200	442,500	442,500	442,500	442,500
10	Reduction in Short Term Debt b	0	0	0	0	0	0	0	0
11	Lease Payments	0	0	0	0	0	0	0	0
12	Net Sinking Fund Payment c					0	0	0	0
13	Total Debt Service Required (Lines 7+8+9+10+11+12)	896,991	1,213,680	1,198,730	1,213,930	896,991	896,991	896,991	896,991
14	Ratio: Fixed Charges Covered (Line 5 - Line 13)	1.55	2.12	2.15	2.12	1.55	1.55	1.55	1.55

Schedule H Revenue by Payer

Complete for the entire institution: Actual for the two fiscal years most recently completed and Projected (P1 and P2) for first full year of proposed project operation.

		(2)	(3)	(4)
		ROUTINE INPATIENT		
		Total Patient Days	Gross Patient Service Revenue	Net Patient Service Revenue
		XXX	XXX	XXX
1	2014 Actual (A):			
2	Medicare	4,500	1,946,915	1,946,915
3	MA Medicaid	28,743	6,254,834	6,254,834
4	Other Government	4,567	687,861	687,861
5	Private Insurers	401	244,384	244,384
6	Self Pay	3,353	1,119,635	1,119,635
7	Other			0
8	TOTAL	41,564	10,253,629	10,253,629
9				
10				
11	2015 Actual (A):			
12	Medicare	5,575	2,514,506	2,514,506
13	MA Medicaid	27,029	6,190,282	6,190,282
14	Other Government	5,801	757,720	757,720
15	Private Insurers	252	96,993	96,993
16	Self Pay	3,244	1,029,499	1,029,499
17	Other			0
18	TOTAL	41,901	10,589,000	10,589,000
19				
20				
21	2018 Projected (P1)			
22	Medicare	7,770	3,527,830	3,527,830
23	MA Medicaid	30,117	6,760,290	6,760,290
24	Other Government	3,770	1,174,570	1,174,570
25	Private Insurers	240	92,400	92,400
26	Self Pay	3,530	1,120,280	1,120,280
27	Other	-	-	-
28	TOTAL	45,427	12,675,370	12,675,370
29				
30				
31	2018 Projected (P2)			
32	Medicare	5,575	2,514,506	2,514,506
33	MA Medicaid	27,029	6,190,282	6,190,282
34	Other Government	5,801	757,720	757,720
35	Private Insurers	252	96,993	96,993
36	Self Pay	3,244	1,029,499	1,029,499
37	Other	-	-	-
38	TOTAL	41,901	10,589,000	10,589,000
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				

Fairview Extended Care Services, Inc.

**SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS
FOR THE FACTOR 6 FINANCIAL FEASIBILITY**

General

Legislation and regulations at all levels of government have affected and may continue to affect revenues and expenses of nursing homes. The financial forecast is based on legislation and regulations currently in effect. If further legislation or regulations related to nursing home operations is enacted, such legislation or regulations could have a material effect on future operations.

The forecast was prepared for the Commonwealth of Massachusetts, Department of Public Health, Determination of Need Program for the Application Kit for renovation of East Longmeadow Skilled Nursing Center and should not be used for any other purpose. The Facility is to be operated by a non-profit entity named Fairview Extended Care Services, Inc. (the "Applicant").

Description of the Facility

The facility has 73 level II beds and 46 level III beds and has been in operation since 1960's. The facility is located at 305 Maple Street, East Longmeadow. The programs are described more fully in the application narrative.

Rates and Charges

The Facility provides inpatient nursing and ancillary services to patients who require skilled nursing facility care. Services provided at a standard per diem charge include nursing, dietary, laundry, housekeeping, social services and activities. For other ancillary items, such as therapy, pharmacy and medical supplies, an additional charge may be made.

The Private per diem is based on private revenue for the Facility plus a premium for the new program features.

Medicaid revenue is a weighted average Medicaid rate for the first three years following the proposed project completion based upon the SFY2016 regulations. The capital component is limited to \$37.60. The forecasted weighted average rate is based on historical actual case mix submissions.

Medicare rates are forecasted to be based on estimated Facility acuity at the Federal FY2016 Prospective Payment System (PPS) rates.

Patient Payer Mix

Management indicates that the future payer mix will reflect the new program levels over the forecast period.

Occupancy and Patient Days

Occupancy is budgeted at 95%.

Fairview Extended Care Services, Inc.

**SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS
FOR THE FACTOR 6 FINANCIAL FEASIBILITY**

Staffing and Other Operating Expenses

Salary expenses are based on the number of employees forecasted to be employed at current salary rates.

Employee benefits are approximately 19%, and include the estimate of employer's FICA, unemployment taxes, workers compensation insurance, pension, and the employer's portion of hospitalization and life insurance.

Direct patient care expenses and indirect patient care expenses, other than salaries and payroll taxes and benefits are forecasted costs.

Ancillary expenses are based on forecasted acuity.

Inflation

No provision for inflation is included in the forecast.

Depreciation

Depreciation is computed using the straight-line method over the estimated useful lives of the fixed assets.

Financing

Financing is outlined in Schedule F1 and will be through Long Term Tax Exempt Bonds with a portion being paid by Berkshire Healthcare through an equity contribution. (See letter on next page)



January 23, 2017

Ms. Nora Mann
Manager of Health Policy, Office of Health Care Integration
Interim Manager, Determination of Need Program
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health
99 Chauncy Street, 11th Floor
Boston, MA 02111

**Re: East Longmeadow Skilled Nursing Center, East Longmeadow, MA
Determination of Need Application**

Dear Ms. Mann:

Berkshire Healthcare Systems, Inc. will have the funds available for the \$2,000,000 equity contribution referenced in the Determination of Need Application for East Longmeadow Skilled Nursing Center. The source of these funds will be from the proceeds of the sale of a parcel of land adjacent to the East Longmeadow campus.

Please contact me if you need any further information; 413-447-2513,
psinopoli@bhs1.org.

Thank you.

Very truly yours,

Berkshire Healthcare Systems, Inc.

Paul Sinopoli
Vice President of Fiscal Services

FACTOR 7

FACTOR 7: RELATIVE MERIT

- 7.1 Please describe below and on additional sheet (if necessary) any alternatives that you have considered in the development of this project. Please also give your reasons for rejecting these alternatives.

FACTOR 8

FACTOR 8: ENVIRONMENTAL IMPACT

I. Compliance with Massachusetts Environmental Protection Act ("MEPA")

The Massachusetts Environmental Protection Act or "MEPA" (M.G.L. c. 30 §§ 61, 62-62H) requires that state agencies take into account the environmental consequences of their actions. The issuance of a Determination of Need by the Department of Public Health is a state action subject to MEPA. MEPA regulations (301 CMR 11.00 et seq.) require environmental review of all DoN applications for projects exceeding the review thresholds set forth at 301 CMR 11.03.

DoN Applicants should familiarize themselves with the MEPA review thresholds to determine whether MEPA review will be required. MEPA regulations may be viewed online at <http://www.env.state.ma.us/mepa/regs/11-03.aspx> and may be obtained through the State House Bookstore (<http://www.sec.state.ma.us/spr/sprcat/catidx.htm>). Review thresholds are divided into the following categories:

- | | |
|---|---|
| (1) Land. | (7) Energy. |
| (2) State-listed Species under M.G.L. c. 131A | (8) Air. |
| (3) Wetlands, Waterways and Tidelands. | (9) Solid and Hazardous Waste. |
| (4) Water. | (10) Historical and Archaeological Resources. |
| (5) Wastewater. | (11) Areas of Critical Environmental Concern. |
| (6) Transportation | (12) Regulations. |

Projects that are subject to MEPA review must circulate and file an Environmental Notification Form (ENF). A 20-day comment period ensues from publication of the ENF in the MEPA Monitor (appears bi-weekly). The proposal and site plans are reviewed, and within a total of 30 days from publication, a decision will be made on whether an environmental impact report (EIR) is required.

If an EIR is required, a "scope" will be issued, identifying items which the EIR must address. Draft and Final EIR's each go through a 37-day review and comment period.

Certain projects that exceed specified size thresholds (301 CMR 11.03) require a mandatory EIR. The MEPA regulations allow the Secretary of Environmental Affairs to waive a mandatory EIR, or to allow a single EIR, following review of an expanded ENF. See 301 CMR 11.05(7), 11.06(8) and 11.11, and consult with the MEPA Office to discuss whether this approach would be appropriate.

Applicants are advised to consult with the MEPA Office to determine if an Environmental Notification Form must be filed for a DoN project. Address all inquiries to:

MEPA Office
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900, 9th Floor
Boston, MA 02114
Tel: (617) 626-9031

Please note that final approval of a DoN as well as architectural plans and specifications for a project is contingent upon compliance with MEPA regulations.

Every Applicant for Determination of Need is required to certify compliance with MEPA regulations by completing section the form provided in Section 8.1 of this Application Kit.

Factor 8 ENVIRONMENTAL IMPACT, continued

8.1 Certification of MEPA Compliance

After careful review of the MEPA regulations (301 CMR 11.00 et seq.) in effect at the time of filing this application for Determination of Need, the status of the project as proposed relative to MEPA requirements is as follows:

[Please check one of the following boxes]

- The proposed project neither meets nor exceeds any of the thresholds for MEPA review.
- The proposed project meets one or more of the MEPA review thresholds and an Environmental Notification Form (ENF) was filed on TIBID. A copy of the ENF is attached to the DoN application.
(mm dd yyyy)
- The proposed project meets one or more of the MEPA review thresholds requiring both an Environmental Notification Form (ENF) and a mandatory Environmental Impact Report (EIR). A completed EIR was submitted to MEPA on ___/___/___ and a copy of the EIR is submitted with this DoN application.
(mm dd yyyy)

Name of DoN Applicant: East Longmeadow Skilled Nursing Center

Brief Description of DoN Project:

Applicant requesting to construct a replacement nursing facility on the same property as it currently resides. The new facility will have 131 beds, (which include 12 DoN exempt beds).

Signature and Printed Name of Authorized Official:


(Signature)

ROBERT M. LEVESQUE, RLA, AIA
(Printed Name)

Title: PRESIDENT (R. LEVESQUE ASSOCIATES, INC)

Date: 11/23/17
(mm dd yyyy)

Factor 8: DoN GREEN GUIDELINES

II. Compliance with Determination of Need Guidelines for Environmental and Human Health Impact

Effective January 1, 2009 for hospitals and clinics and July 1, 2009 for long term care facilities, all Determination of Need applications involving new construction and/or gut renovation projects are required to demonstrate compliance with the Determination of Need Guidelines for Environmental and Human Health Impact ("DoN Green Guidelines"). Gut renovation is defined as construction within an existing building that requires complete demolition of all non-structural building components (After demolition, only the floor, deck above, outside walls, and structural columns would remain).

Compliance requires achievement of all of the prerequisites and at least 50% of all the possible points for the Leadership in Energy and Environmental Design – Health Care ("LEED-HC") or, with the Department's approval, its current equivalent nationally-accepted best practice standard.

Documentation of compliance with DoN Green Guidelines must be included in the submission of DoN Factor 8.

8.2 In this section, provide complete documentation of how the project, upon its implementation, will achieve compliance with the Determination of Need Guidelines for Environmental and Human Health Impact ("DoN Green Guidelines"). A completed project scorecard based upon the most current version of LEED-HC or its equivalent, as approved by the DoN Program prior to application submission, should accompany a description of the plans for compliance.

Construction

Y - (yes) you are moderately confident that you can attain the credit.	? -
(maybe) it will be challenging for this project and you are uncertain of your ability to attain it but you will try.	N -
(no) while technically possible, you currently don't expect to try to achieve this credit in this project due to cost or other tradeoffs with project goals.	NA - (not conditions
applicable) it is inherently physically unattainable for this particular project regardless of effort due to physical or project scope.	

Note: an Excel spreadsheet of this checklist is available for download at www.gghc.org

Integrated Design

Y	Prereq 1	Integrated Design Process	Required
Y	Prereq 2	Health Mission Statement & Program	Required

Sustainable Sites 21 Points

Y	Prereq 1	Construction Activity Pollution Prevention	Required
1		Credit 1 Site Selection	1
	N	Credit 2 Development Density & Community Connectivity	1
	N	Credit 3.1 Brownfield Redevelopment: Basic Remediation Level	1
	N	Credit 3.2 Brownfield Redevelopment: Residential Remediation Level	1
	N	Credit 3.3 Brownfield Redevelopment: Minimizing Future Hazards	1
1		Credit 4.1 Alternative Transportation: Public Transportation Access	1
1		Credit 4.2 Alternative Transportation: Bicycle Storage & Changing Rooms	1
1		Credit 4.3 Alternative Transportation: Low-Emitting & Fuel Efficient Vehicles	1
1		Credit 4.4 Alternative Transportation: Parking Capacity	1
	N	Credit 5.1 Site Development: Protect or Restore Open Space or Habitat	1
1		Credit 5.2 Site Development: Reduce Development Footprint	1
	N	Credit 5.3 Site Development: Structured Parking	1
1		Credit 6.1 Stormwater Design: Quantity Control	1
1		Credit 6.2 Stormwater Design: Quality Control	1
	N	Credit 7.1 Heat Island Effect: Non-Roof	1
1		Credit 7.2 Heat Island Effect: Roof	1
1		Credit 8 Light Pollution Reduction	1
	N	Credit 9.1 Connection to the Natural World: Outdoor Places of Respite	1
1		Credit 9.2 Connection to the Natural World: Exterior Access for Patients	1
1		Credit 10.1 Community Contaminant Prevention: Airborne Releases	1
1		Credit 10.2 Community Contaminant Prevention: Leaks & Spills	1

13 8

Water Efficiency 6 Points

Y	Prereq 1	Potable Water Use for Medical Equipment Cooling	Required
1		Credit 1 Water Efficient Landscaping: No Potable Water Use or No Irrigation	1
	N	Credit 2.1 Potable Water Use Reduction: Measurement & Verification	1
1		Credit 2.2 Potable Water Use Reduction: Domestic Water	1
1		Credit 2.3 Potable Water Use Reduction: Domestic Water	1
1		Credit 2.4 Potable Water Use Reduction: Process Water & Building System Equipment	1
	N	Credit 2.5 Potable Water Use Reduction: Process Water & Building System Equipment	1

Energy & Atmosphere 21 Points

Y	Prereq 1	Fundamental Commissioning of the Building Energy Systems	Required
Y	Prereq 2	Minimum Energy Performance	Required
Y	Prereq 3	Fundamental Refrigerant Management	Required

1			Credit 1.1	Optimize Energy Performance: 3.5%/10.5%	1
1			Credit 1.2	Optimize Energy Performance: 7%/14%	1
		N	Credit 1.3	Optimize Energy Performance: 10.5%/17.5%	1
		N	Credit 1.4	Optimize Energy Performance: 14%/21%	1
		N	Credit 1.5	Optimize Energy Performance: 17.5%/24.5%	1
		N	Credit 1.6	Optimize Energy Performance: 21%/28%	1
		N	Credit 1.7	Optimize Energy Performance: 24.5%/31.5%	1
		N	Credit 1.8	Optimize Energy Performance: 28%/35%	1
		N	Credit 1.9	Optimize Energy Performance: 31.5%/38.5%	1
		N	Credit 1.10	Optimize Energy Performance: 35%/42%	1
		N	Credit 2.1	On-Site Renewable Energy: 0.05 watts of renewable generating capacity / sf of building area	1
		N	Credit 2.2	On-Site Renewable Energy: 0.10 watts of renewable generating capacity / sf of building area	1
		N	Credit 2.3	On-Site Renewable Energy: 0.15 watts of renewable generating capacity / sf of building area	1
1			Credit 3	Enhanced Commissioning	1
1			Credit 4	Enhanced Refrigerant Management	1
		N	Credit 5	Measurement & Verification	1
		N	Credit 6.1	Green Power: 20%	1
		N	Credit 6.2	Green Power: 50%	1
		N	Credit 6.3	Green Power: 80%	1
		N	Credit 6.4	Green Power: 100%	1
1			Credit 7	Equipment Efficiency	1

5 : 16

Materials & Resources 21 Points

Y	Prereq 1	Storage & Collection of Recyclables	Required
Y	Prereq 2	Mercury Elimination	Required

		N	Credit 1.1	Building Reuse: Maintain 40% of Existing Walls, Floors & Roof	1
		N	Credit 1.2	Building Reuse: Maintain 80% of Existing Walls, Floors & Roof	1
		N	Credit 1.3	Building Reuse: Maintain 50% of Interior Non-Structural Elements	1
		N	Credit 2.1	Construction Waste Management: Divert 50% from Disposal	1
1			Credit 2.2	Construction Waste Management: Divert 75% from Disposal	1
1			Credit 2.3	Construction Practices: Site & Materials Management	1
		N	Credit 2.4	Construction Practices: Utility & Emissions Control	1
		N	Credit 3.1	Sustainably Sourced Materials: 10%	1
1			Credit 3.2	Sustainably Sourced Materials: 20%	1
1			Credit 3.3	Sustainably Sourced Materials: 30%	1
		N	Credit 3.4	Sustainably Sourced Materials: 40%	1
		N	Credit 3.5	Sustainably Sourced Materials: 50%	1
1			Credit 4.1	PBT Elimination: Dioxins	1
		N	Credit 4.2	PBT Elimination: Mercury	1
		N	Credit 4.3	PBT Elimination: Lead & Cadmium	1
1			Credit 5.1	Furniture & Medical Furnishings: Resource Reuse	1
		N	Credit 5.2	Furniture & Medical Furnishings: Materials	1
		N	Credit 5.3	Furniture & Medical Furnishings: Manufacturing, Transportation & Recycling	1
1			Credit 6	Copper Reduction	1
1			Credit 7.1	Resource Use: Design for Flexibility	1
1			Credit 7.2	Resource Use: Design for Durability	1

Environmental Quality 24 Points

Y	Prereq 1	Minimum IAQ Performance	Required
Y	Prereq 2	Environmental Tobacco Smoke Control (ETS)	Required
Y	Prereq 3	Hazardous Material Removal or Encapsulation	Required

1				Credit 1	Outdoor Air Delivery Monitoring	1
1				Credit 2	Natural Ventilation	1
1				Credit 3.1	Construction EQ Management Plan: During Construction	1
1				Credit 3.2	Construction EQ Management Plan: Before Occupancy	1
1				Credit 4.1	Low-Emitting Materials: Interior Adhesives & Sealants	1
1				Credit 4.2	Low-Emitting Materials: Wall & Ceiling Finishes	1
1				Credit 4.3	Low-Emitting Materials: Flooring Systems	1
1				Credit 4.4	Low-Emitting Materials: Composite Wood & Insulation	1
1				Credit 4.5	Low-Emitting Materials: Furniture & Medical Furnishings	1
1				Credit 4.6	Low-Emitting Materials: Exterior Applied Products	1
1				Credit 5.1	Chemical & Pollutant Source Control: Outdoor	1
1				Credit 5.2	Chemical & Pollutant Source Control: Indoor	1
1				Credit 6.1	Controllability of Systems: Lighting	1
1				Credit 6.2	Controllability of Systems: Thermal Comfort	1
1				Credit 7	Thermal Comfort	1
		N		Credit 8.1a	Daylight & Views: Daylight for Occupied Spaces: 6% above 'square-root base' daylight area	1
		N		Credit 8.1b	Daylight & Views: Daylight for Occupied Spaces: 12% above 'square-root base' daylight area	1
		N		Credit 8.1c	Daylight & Views: Daylight for Occupied Spaces: 18% above 'square-root base' daylight area	1
		N		Credit 8.1d	Daylight & Views: Daylight for Occupied Spaces: 75% of regularly occupied spaces	1
		N		Credit 8.1e	Daylight & Views: Daylight for Occupied Spaces: 90% of regularly occupied spaces	1
		N		Credit 8.2	Daylight & Views: Connection to the Natural World: Indoor Places of Respite	1
		N		Credit 8.3	Daylight & Views: Lighting & Circadian Rhythm	1
		N		Credit 9.1	Acoustic Environment: Exterior Noise, Acoustical Finishes, & Room Noise Levels	1
		N		Credit 9.2	Acoustic Environment: Sound Isolation, Paging & Call System, & Building Vibration	1

15 9

Innovation & Design Process 4 Points

1				Credit 1.1	Innovation in Design:	1
1				Credit 1.2	Innovation in Design	1
		N		Credit 1.3	Innovation in Design	1
1				Credit 2	Documenting Health, Quality of Care & Productivity Performance Impacts: Research Initiatives	1

3 1

Construction Project Total 97 Points

50 47

FACTOR 9

FACTOR 9: COMMUNITY HEALTH SERVICE INITIATIVES

For detailed information regarding completion of DoN Factor 9, applicants should consult the Community Health Initiatives Policies and Procedures (Revised August 19, 2014) at www.mass.gov/dph/don.

The Determination of Need primary and preventive health care services and community contributions review factor is required under 105 CMR 100.533(B)(9) and described under 105 CMR 100.551(J) as follows:

- (1) the holder [of an approved DoN] shall expend, over a five-year period (or other period approved by the Department) an amount reasonably related to the cost of the project, for the provision of primary and preventive health care services necessary for underserved populations in the project's service area (or other area approved by the Department) and reasonably related to the project, in accordance with a plan submitted as part of the application process (see 105 CMR 100.533(B)(9)) and approved by the Department; and
 - (2) the holder shall file reports with the Department detailing compliance with its approved plan, and to the extent practicable, an evaluation of the health effects thereof. The frequency, content and format of such reports shall be established by the Department.
- 1.1 The plan for provision of primary and preventive health services shall be developed in consultation with the Community Health Network Areas (CHNAs) and Department of Public Health's Office of Community Health Planning to identify health issues in the service areas and the community initiatives that should be directed toward them. To identify the CHNAs in your service areas please contact the Office of Community Health Planning.

N/A

D. OTHER EXHIBITS

1. EXHIBIT 1

TRANSFER AGREEMENTS

BAYSTATE MEDICAL CENTER

and

EAST LONGMEADOW SKILLED NURSING CENTER

PATIENT TRANSFER AGREEMENT

This agreement entered into this 1st day of June 2009, between Baystate Medical Center (hereinafter "BMC") and East Longmeadow Skilled Nursing Center, (hereinafter "Facility") for the provision of services.

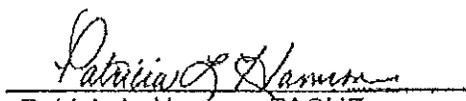
- I. BMC agrees to admit patients transferred from the Facility/Agency and the Facility agrees to admit patients transferred from BMC, provided customary admission requirements are met.
- II. In order to facilitate timely transfer of patients and to promote continuity of care and treatment appropriate to the needs of the patients, BMC and the Facility agree:
 - A. Transfers shall take place upon the recommendation of the attending physician or licensed worker who is a member of the clinical staff of the transferring facility that the transfer is medically/clinically appropriate;
 - B. Arrangements shall be made with a physician member of the clinical staff of the receiving facility to accept the patient before the patient is transferred;
 - C. The transferring facility shall:
 1. Arrange for appropriate transportation of the patient,
 2. Transfer the personal effects, money, and valuables and information relating to the same and be responsible therefore until signed for by a representative of the receiving facility, and,
 3. Arrange for a copy of completed transfer form and other pertinent clinical information, including lab work, from the transferring facility to be delivered to the receiving facility with the patient.
- III. Neither BMC nor the Facility assumes any liability by virtue of this agreement for any debts or other obligations incurred by the other. Charges for services performed by either BMC or the Facility shall be collected by the institutions rendering such services, directly from the patient and/or responsible person or agency as normally billed by the institution; neither BMC nor the Facility shall have any liability to the other for such charges.

Baystate Medical Center and
East Longmeadow Skilled Nursing Center
Patient Transfer Agreement
Page 2 of 2

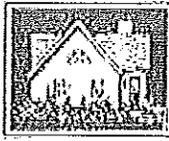
- IV. Each party agrees to comply with all government regulations affecting its obligations hereunder.
- V. This agreement is effective June 1, 2009, and shall cover a twelve (12) month period. It will be reviewed annually to ensure the purposes of the agreement are accomplished. Should either party wish to terminate the foregoing agreement, thirty (30) days written notice must be given to the other party. Termination will automatically occur should either facility fail to maintain its license, certification, or accreditation.


Patrick Arguin
Administrator
East Longmeadow Skilled
Nursing Center

6.29.09
Date


Patricia L. Hannon, FACHE
Senior Vice President and
Chief Operating Office
Baystate Medical Center

6/29/09
Date



Bill

Visiting Nurse Association & Hospice
of Western New England, Inc.
A Service of Baystate Health System

AGREEMENT WITH
FAIRVIEW EXTENDED CARE SERVICES, INC.
DBA EAST LONGMEADOW SKILLED NURSING CENTER
FOR ROUTINE HOME CARE AND INPATIENT RESPITE CARE

THIS AGREEMENT is hereby made and entered into by and between Visiting Nurse Association and Hospice of Western New England, Inc., a Massachusetts nonprofit corporation located at 50 Maple Street, Springfield, Massachusetts, hereinafter referred to as "Hospice", and Fairview Extended Care Services, Inc., d/b/a East Longmeadow Skilled Nursing Center, a corporation with a place of business located at 305 Maple Street, East Longmeadow, Massachusetts, hereinafter referred to as "Facility".

WHEREAS, Hospice is engaged in providing interdisciplinary care and treatment which is primarily palliative rather than curative in nature to patients with terminal illnesses and their families in accordance with all applicable federal and state statutes and regulations and accepted standards of practice and is certified by Medicare and the Massachusetts Medicaid program; and

WHEREAS, the Facility is a licensed and accredited nursing home offering care and services to patients, including patients with terminal illnesses and desires to support the provision of Hospice care to terminally ill patients and their families;

NOW, THEREFORE, Hospice and Facility agree to the provision of services to Hospice patients residing in Facility under the following terms and conditions:

1. A Hospice patient is an individual who has been referred to Hospice by the patient's attending physician and admitted and not discharged by Hospice, in accordance with Hospice policies and procedures as may be amended from time to time.
2. A Hospice patient may be admitted to the Facility for routine care or inpatient respite care by the patient's attending physician, with Hospice's authorization prior to admission. Subject to the availability of beds, Facility shall provide beds to Hospice patients who meet Facility's reasonable criteria for admission. To the extent permitted by law, the Facility may review the Hospice patient's medical records prior to admission.
3. The Facility also may identify residents of the Facility who may be appropriate candidates for Hospice routine home care, in which event the resident will be admitted to the Hospice program in accordance with the Hospice policies and procedures.
4. Facility agrees to provide direct and sole responsibility as the employer of the personnel providing the contracted service.

Agreement between East Longmeadow Nursing Home and VNAH

5. In addition, Facility agrees to be responsible for the following:
- a. Credentials, licenses, health records, evidence of continuing education or in-service education, including education on OSHA Bloodborne Pathogens standards and other information pertinent to compliance with the Centers for Medicare & Medicaid Services (CMS) and Massachusetts Department of Public Health Conditions of Participation will be kept current and on-file at the offices of Facility available to the Hospice upon request. (i.e. Registered Nurses and Licensed Practical Nurses have a current Massachusetts license, CHCAs are certified.) Staff will be expected to comply with Massachusetts General Laws which state that health care providers wear an identification badge which readily discloses their name, licensure status, if any, and the position held. (ex: Mary Smith, Home Care Aide).
 - b. Payment of all wages and other compensation, reimbursement of expenses and compliance with federal state and local laws regarding tax withholding, Worker's Compensation, Social Security, Unemployment Compensation and other insurance and/or obligations imposed on the employer of such personnel. Facility agrees to provide malpractice and general liability insurance and bodily injury and property damage insurance under this Agreement with coverage of \$1 million/\$3 million or greater. Facility agrees to provide a copy of certificate of insurance to Hospice upon request.
 - c. Communicate as often as necessary regarding the services available. Both parties agree to meet periodically as needed to review the contract and address any problems that may arise.
 - d. Assurance that processes are in place for consideration of the needs of patient/family including handling of complaints, confidentiality, respect of patient property, privacy and security and quality control and improvement activities.
 - e. Responsible for following applicable local, state and federal regulations and when appropriate "JCAHO standards".
 - f. Conform to all applicable Hospice policies and procedures including but not limited to:
 - a. Health Insurance Portability and Accountability Act (HIPAA) – Business Associate Addendum - Appendix A
 - b. Code of Ethical Behavior – Appendix B
 - c. Code of Conduct – Appendix C
 - d. Confidentiality – Appendix D

Agreement between East Longmeadow Nursing Home and VNAH

6. At the time the Hospice patient is admitted to Facility or the Facility's resident is admitted to Hospice or as soon thereafter as possible, Hospice will provide to Facility a copy of the Hospice patient's plan of care and medical history. Hospice shall promptly inform Facility of any change made to a Hospice patient's plan of care.
7. For inpatient respite patients only, admission and diagnostic tests usually performed on all patients at the time of admission will be waived.
8. At the time of patient discharge, Facility shall make available the medical record to Hospice personnel.
9. Facility shall permit members of the Hospice interdisciplinary team and all other care givers identified in the plan of care to counsel, service and provide care to Hospice patients. Facility shall permit Hospice personnel to review all records of Hospice patients, including without limitation the Hospice plan of care for each Hospice patient.
10. Hospice will provide or arrange for the provision of all services in accordance with the Hospice patient's plan of care as approved by the Hospice patient's physician, in a manner consistent with all federal and state statutes and regulations applicable to such services, as may be amended from time to time. These policies and procedures will be made available and in-services provided to the Facility's staff by Hospice personnel.
11. Hospice shall provide training in hospice care to Facility personnel who will be providing care to Hospice patients. Facility shall ensure the attendance of all such Facility personnel at any such training sessions. Facility shall ensure, upon request from Hospice, the attendance of any such Facility personnel at Hospice's interdisciplinary meetings.
12. Hospice is responsible to provide or arrange for services and equipment related to the terminal diagnosis, and are part of the Hospice plan of care. The services and equipment includes; nursing care, medical social services, counseling, physician services, home care aide services, pastoral counseling, volunteer services, bereavement counseling, physical therapy, occupational therapy, speech therapy, nutritionist, laboratory services, pharmacy services (including ingestible medication, controlled substances, other drugs and biologicals), respiratory equipment (including oxygen) medical equipment and medical supplies.
13. Hospice is responsible for billing and reimbursement of room and board for Hospice patients which are eligible under the Massachusetts Department of Public Welfare, Long Term Care Medicaid guidelines. The base rate for room and board, does not include ancillary services.
14. Hospice shall be responsible for transportation of Hospice patients to and from Facility only if the Hospice patient is transported with the prior approval of Hospice. Facility shall be responsible for all other instances of transportation.

Agreement between East Longmeadow Nursing Home and VNAH

15. Hospice shall have no responsibility, financial or otherwise, for any service, procedure or treatment which is inconsistent with or not included in the Hospice plan of care. Facility shall not carry out a physician's order for a Hospice patient that is inconsistent with the Hospice plan of care or the Hospice policies, procedures and protocols until Hospice has been informed of the order, has been given the opportunity to discuss the situation with the ordering physician and has informed Facility that the order should be carried out.
16. Hospice and Facility agree to the payment and reimbursement terms and conditions set forth in Appendix E, attached hereto and incorporated by reference herein.
17. The Facility will be responsible to provide or arrange for the following needed services; room and board (the term "room and board" includes performance of personal care services, including assistance in the activities of daily living, in socializing activities, administration of medication, maintaining the cleanliness of a resident's room, and supervision and assisting in the use of durable medical equipment and prescribed therapies [Medicaid Manual, Section 4308.2].), housekeeping services, dietary services, nurse call system, oxygen available at all times on the premises for emergency Hospice patients use, and other professional and ancillary services as may be required.
18. Facility shall ensure that each shift includes staffing of at least (1) registered nurse and that registered nurse coverage is available to provide direct patient care to Hospice patients twenty-four hours a day, seven days a week.
19. Except as may be otherwise provided herein, the Facility shall make services provided under this agreement available to Hospice patients twenty-four hours a day, seven days a week. Facility warrants that at all times this agreement is in effect, Facility has the capacity to provide all services to be provided under this agreement and has a sufficient number of personnel possessing the requisite skills to provide such services.
20. Facility shall provide space for private visiting between Hospice patients and their families as reasonably requested.
 - a. Facility also shall provide space and accommodations so as to permit family members to remain with a Hospice patient throughout the night and to afford family members privacy after Hospice patient's death.
 - b. Décor which is homelike in design and function.
 - c. Patients must be permitted to receive visitors at any hour, including small children.

Agreement between East Longmeadow Nursing Home and VNAH

21. Coordination of Care:
- a. The Facility retains primary clinical responsibility for general nursing and medical care of the patient unrelated to the terminal illness. The Facility shall notify Hospice of any changes in the patient's condition, which may affect Hospice care, including medical, psychosocial and/or spiritual needs.
 - b. Hospice retains clinical responsibility for professional management of the patient's hospice care. Hospice shall not be responsible, financially or otherwise, for any medication or treatment ordered by the Facility or the patient's attending physician which is not pre-approved by the Hospice manager or his/her designee.
 - c. Hospice, through its interdisciplinary team, and the Facility, in conjunction with the attending physician, agree to coordinate services and cooperate in providing care to Hospice patients regarding medications, treatment plan, medical equipment, etc. Any issues of concern regarding health care management shall be resolved through collaborative discussion.
 - d. Hospice staff will attend MDS and Care Plan meetings as needed to coordinate the plan of care.
22. Facility shall prepare and maintain a medical record for each Hospice patient which shall conform to all federal and state statutes and regulations applicable to such records for Hospice patients and to all relevant Hospice policies and procedures. Facility shall release copies of such medical records, including discharge summaries, in accordance with Hospice policies and procedures to the extent permitted or required by applicable federal and state statutes and regulations.
23. Facility shall hold all medical records and information regarding Hospice patients in strictest confidence and shall disclose such records and information only in accordance with Hospice policies and procedures and to the extent permitted or required by applicable federal and state statutes and regulations.
24. Facility shall permit Hospice access to and participation in Facility's programs of risk management, quality assurance and utilization review as such programs related to services provided under this agreement. Moreover, Facility shall ensure that all Facility personnel cooperate fully with Hospice programs of risk management, quality assurance and utilization review.

Agreement between East Longmeadow Nursing Home and VNAH

25. For the purpose of implementing Section 1861(v)(1)(I) of the Social Security act, as amended, and any written regulations thereto, Facility agrees to comply with the following statutory requirement governing the maintenance of documentation to verify the cost of services rendered under this Agreement: (i) until the expiration of four (4) years after the furnishing of services pursuant to this agreement, Facility shall make available, upon written request of the Secretary of Health and Human Services, or upon written request of the Comptroller General of the United States, or any of their duly authorized representatives, the contract, books, documents and records of Facility that verify the nature and extent of such costs; and (ii) if Facility carries out any of the duties of the contract through a subcontract, with a value or cost of \$10,000 or more over a 12-month period, such subcontract shall contain a clause to the effect that until the expiration of (4) years after the furnishing of such services pursuant to such subcontract, the organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
26. If Facility is requested to disclose any books, documents, or records relevant to this agreement for the purpose of such audit or investigation, the Facility shall promptly notify Hospice of the nature and scope of such request.
27. Both parties will comply with state and federal regulations for the disposal of controlled drugs maintained in the patient's home when those drugs are no longer needed by the patient.
28. Both parties will conform to all applicable state and federal laws, regulations, professional standards and laws pertaining to non-discrimination.

Terms of Agreement:

This Agreement shall be in effect from October 1, 2002, and shall continue until terminated by either party with written notice at least ninety (90) days in advance of such termination. Termination will have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

The waiver by either party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

The parties agree that this Agreement will be governed by and construed to be, and in accordance with the laws of the state of Massachusetts.

Agreement between East Longmeadow Nursing Home and VNAH

No assignment of this Agreement or the rights and obligations hereunder except to parent, affiliate or wholly owned subsidiary of the parent will be valid without the specific written consent of both parties.

In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability will in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which will be in full force and effect, enforceable in accordance with its terms.

This agreement may be terminated or modified upon thirty (30) days written notice by the parties' respective duly authorized representatives. Notice of termination or modification must be received by certified mail. Either party may terminate this Agreement upon notice in the event of fraud, abuse or failure by either party to comply with any or all the provisions of this Agreement. Termination will have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. In the event of termination, the parties shall cooperate in the orderly transfer or discharge of Hospice patients, as may be required.

No relationship is created or intended to be created between the parties by this agreement except that of independent contractors.

This agreement contains the entire understanding between the parties with respect to its subject matter and supersedes any other prior oral or written agreements between the parties with respect to its subject matter.

Indemnification:

Facility agrees to indemnify and hold harmless Hospice, affiliated companies, their administrative service providers, their respective officers, directors, agents and employees against all claims, suits, and demands of every kind and description arising out of, or in consequence of, the negligent acts or actions or omissions, or conducts of Facility, its agents, servants, of any and all aspects of this Agreement.

Agreement between East Longmeadow Nursing Home and VNAH

APPENDIX A
HIPAA Agreement
Business Associate Addendum

Agreement between East Longmeadow Nursing Home and VNAH

APPENDIX B
Code of Ethical Behavior/Resolutions of Ethical Issues

Agreement between East Longmeadow Nursing Home and VNAH

**APPENDIX C
Code of Conduct**

Agreement between East Longmeadow Nursing Home and VNAH

**APPENDIX D
Confidentiality**

APPENDIX E

PAYMENT AND REIMBURSEMENT

FAIRVIEW EXTENDED CARE SERVICES, INC.
D/B/A EAST LONGMEADOW SKILLED NURSING CENTER

- I. FACILITY ROOM AND BOARD PRIVATE PAY/HOSPICE MEDICARE ROUTINE CARE SERVICE
 - A. Facility will bill patient for room, board, personal care items and drugs not related to the terminal illness as per usual means.
 - B. Hospice will bill Medicare for Routine Home Care. Hospice will procure and arrange for payment of all Hospice authorized services and equipment which are related to the Hospice terminal illness and part of the Hospice plan of care. Services and equipment will be through Hospice contract vendors unless on an individual basis it is agreed otherwise.

- II. FACILITY ROOM AND BOARD MEDICAID/HOSPICE MEDICARE ROUTINE CARE SERVICE
 - A. Facility will send a SC1 form to the appropriate long term care unit of Medicaid. The SC1 form will include the date the patient was admitted to Hospice and the Hospice's name.
 - B. Facility will fax or mail Hospice, a copy of the completed Department of Public Welfare Management Minutes Questionnaire (MMQ) along with the Patient Pay amount (PPA).
 - C. Facility will bill Hospice monthly, 95% of Medicaid allowable rate for room and board (rounded to nearest dollar), minus the patient pay amount. The bill will be submitted to Hospice no later than five (5) business days after the end of the month in which service was rendered, or upon discharge if less than a month.
 - D. Facility will bill patient for patient pay amount and personal care items.
 - E. Facility will bill and arrange per usual means for drugs not related to the terminal illness.

Agreement between East Longmeadow Nursing Home and VNAH

- F. Hospice will bill Medicare for Routine Care. Hospice will procure and arrange for payment of all Hospice authorized services and equipment which are related to the Hospice terminal illness and are part of the Hospice plan of care. Services and equipment will be through Hospice contract vendors unless on an individual basis it is agreed otherwise.
- G. Hospice will bill Medicaid 95% of the allowable rate for room and board (rounded to nearest dollar), minus the patient pay amount.

III. MEDICAID ROOM AND BOARD PAYMENT TO FACILITY FROM HOSPICE

- A. Medicaid will reimburse the Hospice 95% of the room and board rate (rounded to nearest dollar), minus the patient pay amount that would have been paid by the State in that Facility for that individual.
- B. Hospice will reimburse the Facility the 95% Medicaid Hospice residents' room and board rate (rounded to nearest dollar), minus the patient pay amount thirty (30) days after Hospice receives Medicaid reimbursement for that resident. The Facility agrees to accept the 95% Medicaid reimbursement as full payment for room and board.

IV. MEDICARE AND MEDICAID HOSPICE INPATIENT RESPITE SERVICE

- A. Facility will bill Hospice upon discharge of patient at the all-inclusive rate of \$120.00 per day up to a maximum of five days.
- B. Hospice will pay the Facility the all-inclusive rate of \$120.00 per day for a maximum of five days. Reimbursement will be made to the Facility thirty (30) days after Hospice receives payment from Medicare or Medicaid.

HIPAA AGREEMENT BUSINESS ASSOCIATE ADDENDUM

This Addendum ("Addendum"), effective October 1, 2002, is entered into by and between Fairview Extended Care Services, Inc., d/b/a East Longmeadow Skilled Nursing Center, with a place of business at 305 Maple Street, East Longmeadow, Massachusetts ("Business Associate") and the Visiting Nurse Association & Hospice of Western New England, Inc. ("VNAH"), with a place of business at 50 Maple Street, Springfield, Massachusetts (each a "Party" and collectively the "Parties") and amends the contract for nursing home and respite services agreement between the Parties entered into by the Parties and effective as of October 1, 2002 (the "Agreement"), under the terms of which Agreement, Protected Health Information could be disclosed to Business Associate.

WHEREAS, each Party desires and is committed to complying with all relevant federal and state law with respect to the confidentiality of Protected Health Information, including, but not limited to, the federal Health Insurance Portability and Accountability Act, and accompanying regulations, as may be amended from time to time ("HIPAA").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and in the Agreement, the Parties agree to amend the Agreement by incorporating this Addendum, including the following:

1. **DEFINITIONS.** Unless otherwise defined herein, all terms used herein shall have the meanings ascribed to them in the Agreement.
 - 1.1 Health Care Operations shall have the meaning defined under HIPAA, including in 45 C.F.R. § 164.501, as may be amended from time to time.
 - 1.2 Protected Health Information ("PHI") shall have the meaning defined under HIPAA, including in 45 C.F.R. § 164.501, as may be amended from time to time, limited to the individually identifiable health information created or received by Business Associate on behalf of or from VNAH.
2. **PERMISSIVE USES OF PHI BY BUSINESS ASSOCIATE.**
 - 2.1 Services. Except as otherwise specified herein, Business Associate may use or disclose PHI to fulfill the obligations of Business Associate under the Agreement. All other uses not authorized by this Addendum are prohibited, unless agreed to in writing by VNAH or unless required by law.

HIPAA Agreement between VNAH and Business Associate

2.2 Activities. Unless otherwise limited herein, Business Associate may:

- a. Use the PHI in its possession for its proper management and administration related to the Agreement and to carry out the legal responsibilities of Business Associate related to the Agreement, provided that such uses are permitted under state and federal confidentiality law.
- b. Disclose the PHI in its possession to third parties for the purpose of its proper management and administration related to the Agreement or to carry out the legal responsibilities of Business Associate related to the Agreement, provided that Business Associate represents to VNAH, in writing: (i) that such disclosures are required by law, or (ii) that Business Associate has received from such third party written assurances regarding its confidential handling of such PHI, and that such third party will notify Business Associate of any instances where the confidentiality of the PHI is breached.
- c. Use the PHI in its possession to provide data aggregation services to VNAH as permitted under HIPAA, including 42 CFR 164.504(e)(2)(i)(B), as may be amended from time to time.

3. RESPONSIBILITIES WITH RESPECT TO PHI.

3.1 Responsibilities of Business Associate. Business Associate shall:

- a. Use appropriate safeguards to maintain the security of the PHI and to prevent its unauthorized use or disclosure;
- b. Require any and all of its subcontractors and agents that receive, use or have access to PHI to agree, in writing, to adhere to the same restrictions and conditions on the use or disclosure of PHI that apply to Business Associate, as set forth in this Addendum;
- c. Report to VNAH, in writing, any use or disclosure of the PHI that is not permitted or required by this Addendum of which Business Associate becomes aware, within fifteen (15) days of Business Associate's discovery of such unauthorized use or disclosure;
- d. Mitigate, using best efforts and to the greatest extent practicable, any harmful or deleterious effects from any improper use or disclosure of PHI that the Business Associate reports to VNAH under the provisions of Section 3.1(c) above;

HIPAA Agreement between VNAH and Business Associate

- e. Make available all records, books, agreements, policies, procedures, and internal practices relating to the use or disclosure of PHI received from or created by the Business Associate on behalf of VNAH to the Secretary of the U.S. Health and Human Services Agency for purposes of determining VNAH's compliance with HIPAA, as may be amended from time to time, subject to applicable legal privileges;
- f. Upon prior written request, make available to VNAH during normal business hours at Business Associate's offices all records, books, agreements, policies, and procedures relating to Business Associate's use or disclosure of PHI within seven (7) days for purposes of enabling VNAH to determine Business Associate's compliance with the terms of this Addendum;
- g. Document disclosures of PHI and information related to such disclosures as would be required for VNAH to respond to a request by an individual for an accounting of disclosures of PHI in accordance with HIPAA, including 45 C.F.R. § 164.528, as may be amended from time to time;
- h. Within 30 days of receiving a written request from VNAH, provide to VNAH such information as is requested by VNAH to permit VNAH to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with HIPAA, including 45 C.F.R. § 164.528, as may be amended from time to time;
- i. At the request of and in the time and manner reasonably selected by VNAH, provide access to the PHI to VNAH or to the individual to whom such PHI relates, or his or her authorized representative, in order to meet a request by such individual for an accounting of the disclosures of the individual's PHI in accordance with HIPAA, including 45 C.F.R. § 164.528, as may be amended from time to time;
- j. Disclose to its subcontractors, agents or other appropriate third parties, and request from VNAH, only the minimum PHI necessary to perform or fulfill a specific function required or permitted under the Agreement;
- k. Make any amendment(s) to the PHI that VNAH directs pursuant to HIPAA, including 45 C.F.R. § 164.526, as may be amended from time to time; and,
- l. Comply with any and all reasonable requests from VNAH to cooperate and to assist VNAH in fulfilling its obligations as a covered entity under HIPAA, as may be amended from time to time; and further, Business Associate

HIPAA Agreement between VNAH and Business Associate

acknowledges and agrees that, to the extent there is at any time any conflict between the terms of this Addendum and the obligations of the Parties under relevant law, including HIPAA, as may be amended from time to time, then such law shall prevail and shall govern the Parties and their obligations under this Addendum, as well as the interpretation of this Addendum.

3.2 Responsibilities of VNAH. VNAH shall:

- a. Provide Business Associate with the notice of privacy practices, which VNAH produces in accordance with HIPAA, including 45 C.F.R. § 164.520, as may be amended from time to time, as well as any changes to such notice.
- b. Notify Business Associate of any restriction to the use or disclosure of PHI that VNAH has agreed to, in accordance with HIPAA, including 45 C.F.R. § 164.522, as may be amended from time to time. Additionally, VNAH shall provide Business Associate with any changes in, or revocation of, permission given by an individual for use or disclosure of the individual's PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.

4. TERMS AND TERMINATION.

- 4.1 Term. This Addendum shall become effective on the Addendum Effective Date and shall continue in effect unless and until terminated as provided below in this Section 4.
- 4.2 Termination by VNAH. VNAH may immediately terminate the Agreement if VNAH makes the determination that Business Associate has breached a material term of this Addendum. Alternately, VNAH, in its discretion, may provide the Business Associate with written notice of such material breach and afford the Business Associate an opportunity to cure said material breach to the satisfaction of VNAH within a time period determined by VNAH. The failure by Business Associate to so cure such breach is grounds for the immediate termination of the Agreement by VNAH.
- 4.3 Automatic Termination of Agreement. This Addendum shall automatically terminate upon the termination of the Agreement for any reason.

HIPAA Agreement between VNAH and Business Associate

5.2 Incorporation of Addendum into Agreement. The provisions of this Addendum shall be and hereby are incorporated into, and supersede any conflicting provisions of, the Agreement, unless the terms of the Agreement provide for more stringent protections of PHI, in which case such terms of the Agreement shall apply. Nothing herein contained in this Addendum is intended to or shall vary, alter, waive, or extend any of the terms, conditions, provisions, agreements, or limitations of the Agreement, other than as set forth in this Addendum.

5.3 Choice of Law. This Addendum shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Parties have executed this Addendum in duplicate originals by a duly authorized representative of each such Party.

Visiting Nurse Association & Hospice
of Western New England Inc.

Fairview Extended Care Services, Inc.
d/b/a East Longmeadow Skilled Nursing
Center

By: Kathleen Wright / ebk
Its: Interim CEO
Kathleen Wright

By: William Long
Its: for V.P.

Date: 10/31/02

Date: 10/23/02



Visiting Nurse Association & Hospice
of Western New England, Inc.
A Service of Baystate Health System

April 22, 2002

Mr. Micheal Yezzi
Berkshire Healthcare
PO Box 2489
Pittsfield, MA 01272

Dear Mr. Yezzi:

The following modification is being made to the contract described below. If you agree to the following addendum, please sign and return the document to us as soon as possible. If you have any questions, please call Jill Keene at (413) 781-5070.

This addendum is hereby made and entered into by and between Visiting Nurse Association and Hospice of Western New England, Inc. (VNAH) and Fairview Extended Care Services, Inc. d/b/a East Longmeadow Skilled Nursing Center and is recognized as an *amendment to the existing contract (Page 2, Section 4 - Addition of statement below to read as follows:*

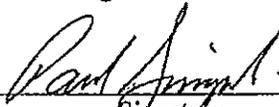
- e. *Responsible for following applicable local, state and federal regulations and when appropriate "JCAHO standards".*

All other aspects of the existing contract will remain in force until the termination date of September 30, 2002 as set forth in the above amendment.

Visiting Nurse Association & Hospice
of Western New England, Inc.

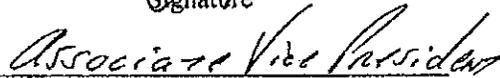
Fairview Extended Care Services, Inc.
d/b/a East Longmeadow Skilled Nursing Center

Kathleen Wright



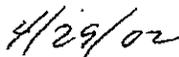
Signature

Interim CEO
Title

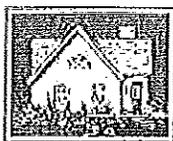


Title

Date



Date



Visiting Nurse Association & Hospice
of Western New England, Inc.
A Service of Baystate Health System

April 22, 2002

Mr. Micheal Yezzi
Berkshire Healthcare
PO Box 2489
Pittsfield, MA 01272

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- e. Responsible for following applicable local, state and federal regulations and when appropriate "JCAHO standards".*

All other aspects of the existing contract will remain in force until the termination date of September 30, 2002 as set forth in the above amendment.

Visiting Nurse Association & Hospice
of Western New England, Inc.

Fairview Extended Care Services, Inc.
d/b/a East Longmeadow Skilled Nursing Center

Kathleen Wright

Interim CEO
Title

Date

Paul Smith
Signature

Associate Vice President
Title

4/29/02
Date

THIS NURSING FACILITY SERVICES AGREEMENT ("Agreement") is made and entered into this day April 17, 2015 by and between Hospice Life Care ("Hospice") and East Longmeadow Skilled Nursing Center ("Facility").

RECITALS

- A. WHEREAS, Hospice operates a licensed hospice program.
- B. WHEREAS, Facility is a duly licensed nursing facility that is certified to participate in the Medicare and/or Medicaid programs.
- C. WHEREAS, the parties contemplate that from time to time individuals residing in Facility will need hospice care and individuals previously accepted into Hospice will need care in a nursing facility.

AGREEMENTS

In consideration of the Recitals and mutual agreements that follow, the parties agree to the following terms and conditions:

1. Definitions.

(a) "Facility Services" means those personnel providing 24 hour care and room and board services provided by Facility as specified in the Plan of Care for a Hospice Patient including, but not limited to: (i) providing food, including individualized requests and dietary supplements; (ii) assisting with activities of daily living such as mobility and ambulation, dressing, grooming, bathing, transferring, eating and toileting; (iii) arranging and assisting in socializing activities; (iv) assisting in the administration of medicine; (v) providing and maintaining the cleanliness of Hospice Patient's room; (vi) supervising and assisting in the use of any durable medical equipment and therapies included in the Plan of Care; (vii) providing laundry and personal care supplies; (viii) providing health monitoring of general conditions; (ix) contacting family/legal representative for purposes unrelated to the terminal condition; (x) arranging for the provision of medications not related to the management of the terminal illness; and (xi) providing the usual and customary room furnishings provided to Facility residents including, but not limited to, beds, linens, lamps and dressers. In the case of Medicaid Eligible Hospice Patients, Facility Services shall include all services outlined in the Medicaid covered services rule, as may be amended from time to time.

(b) "Hospice Patient" means an individual who has elected, directly or through such individual's legal representative, to receive Hospice Services and is accepted by Hospice to receive Hospice Services.

(c) "Hospice Physician" means a duly licensed doctor of medicine or osteopathy employed or contracted by Hospice who, along with the Hospice Patient's attending physician (if any), is responsible for the palliation and management of a Hospice Patient's terminal illness and related conditions.

(d) "Hospice Services" means those services provided to a Hospice Patient that are reasonable and necessary for the palliation and management of such Hospice Patient's terminal illness and are specified in a Hospice Patient's Plan of Care. Hospice Services include: (i) nursing care and services by or under the supervision of a registered nurse; (ii) medical social services provided by a qualified social worker under the direction of a physician; (iii) physician services to the extent that these services are not provided by the attending physician; (iv) counseling services, including bereavement, dietary and spiritual counseling; (v) physical, respiratory, occupational and speech therapy services; (vi) home health aide/homemaker services; (vii) medical supplies; (viii) drugs and biologicals; (ix) use of medical appliances; and (x) medical direction and management of the Hospice Patient.

(e) "Interdisciplinary Group" ("IDG") means a group of qualified individuals including, but not limited to: a doctor of medicine or osteopathy; a registered nurse; a social worker; and a pastoral or other counselor.

(f) "Medicaid Eligible Hospice Patient" means a Hospice Patient who either: is eligible for Medicaid benefits and who has elected to receive the Medicaid hospice benefit; or is eligible for both Medicaid and Medicare Part A benefits and who has elected the Medicare hospice benefit.

(g) "Medicare Eligible Hospice Patient" means a Hospice Patient who is eligible for Medicare Part A benefits, who has elected to receive the Medicare Part A hospice benefit.

(h) "Other Facility Services" means all items and services provided by Facility which are not related to treatment of a Hospice Patient's terminal illness but specified in the Plan of Care.

(i) "Plan of Care" means a written care plan established, maintained, reviewed and modified, if necessary, at intervals identified by the IDG. The Plan of Care must reflect Hospice Patient and family goals and interventions based on the problems identified in the Hospice Patient assessments. The Plan of Care will reflect the participation of the Hospice, Facility and the Hospice Patient and family to the extent possible. Any changes in the hospice plan of care must be discussed with the patient or representative, and Facility, and must be approved by the hospice before implementation. Specifically, the Plan of Care includes: (i) an identification of the Hospice Services, including interventions for pain management and symptom relief, needed to meet such

Hospice Patient's needs and the related needs of Hospice Patient's family; (ii) a detailed statement of the scope and frequency of such Hospice Services; (iii) measurable outcomes anticipated from implementing and coordinating the Plan of Care; (iv) drugs and treatment necessary to meet the needs of the Hospice Patient; (v) medical supplies and appliances necessary to meet the needs of the Hospice Patient; and (vi) the IDG's documentation of the Hospice Patient's or representative's level of understanding, involvement and agreement with the Plan of Care. Hospice and Facility will jointly develop and agree upon a coordinated Plan of Care which is consistent with the hospice philosophy and is responsive to the unique needs of Hospice Patient and his or her expressed desire for hospice care. The Plan of Care will identify which provider is responsible for performing the respective functions that have been agreed upon and included in the Plan of Care.

(j) "Private Pay Hospice Patient" means a Hospice Patient who is not eligible for the Medicare Part A hospice benefit or the Medicaid hospice benefit, or if eligible, has revoked or elected not to receive the Medicare Part A hospice benefit and/or the Medicaid hospice benefit.

(k) "Residential Hospice Care Day" means a day on which a Hospice Patient receives Facility Services, including the day of admission but excluding the day of discharge and any days on which a Hospice Patient receives inpatient care.

(l) "Uncovered Items and Services" means those services provided by Facility which are not Hospice Services, Facility Services or Other Facility Services including, but not limited to, telephone, guest trays and television hookup.

2. Responsibilities of Facility.

(a) Provision of Services.

(i) Facility Services. At the request of an authorized Hospice staff member, Facility shall admit Hospice Patients to Facility, subject to Facility's admission policies and procedures and the availability of beds. Facility shall immediately notify Hospice if Facility is unable to admit a Hospice Patient. Facility shall comply with Hospice Patient's Plan of Care and shall ensure Hospice Patients are kept comfortable, clean, well-groomed and protected from negligent and intentional harm including, but not limited to, accident, injury and infection. Facility's primary responsibility is to provide Facility Services that meet the personal care and nursing needs that would have been provided by a Hospice Patient's primary caregiver at home, and Facility shall perform Facility Services at the same level of care provided to each Hospice Patient before hospice care was elected. While Facility's nursing personnel may, as specified by Facility, assist in administering prescribed therapies to Hospice Patients under the Plan of Care, such assistance may only be provided to the extent the

activity is permitted by law and only to the extent that Hospice would routinely utilize the services of a Hospice Patient's family in implementing the Plan of Care. Notwithstanding the foregoing, in times of Hospice Patient crisis Hospice may authorize and direct Facility staff to perform more sophisticated functions in order to ensure Hospice Patient comfort, and Hospice and Facility shall address potential crisis situations for individual Hospice Patients in the Plan of Care.

(ii) Availability. Facility shall be available to provide Facility Services 24 hours per day, 7 days per week and shall maintain sufficient personnel who have the requisite training, skills and experience to meet this obligation.

(iii) Notification of Services. Facility shall fully inform Hospice Patients of Facility Services, Other Facility Services and Uncovered Items and Services to be provided by Facility.

(b) Professional Standards and Credentials.

(i) Professional Standards. Facility shall ensure that all Facility Services are provided competently and efficiently. Facility Services shall meet or exceed the standards of care for providers of such services and shall be in compliance with all applicable laws, rules, regulations, professional standards and licensure requirements.

(ii) Credentials.

[a] Licensure. Facility represents and warrants that it has and will maintain in good standing during the term of this Agreement all federal, state and local licenses and certificates required by law to provide Facility Services. Upon Hospice's request, Facility shall provide Hospice with evidence of such licenses and certifications.

[b] Qualifications of Personnel. Personnel who provide Facility Services shall be reasonably acceptable to Hospice. Facility represents and warrants that personnel providing Facility Services: [i] are duly licensed, credentialed, certified, and/or registered as required under applicable state laws; and [ii] possess the education, skills, training and other qualifications necessary to provide Facility Services. Based on criminal background checks conducted by Facility, Facility personnel who have direct contact with Hospice Patients or have access to Hospice Patient records have not been found to have engaged in improper or illegal conduct relating to the elderly, children or vulnerable individuals. Upon Hospice's request, Facility shall provide Hospice with proof of an individual's qualifications to provide Facility Services.

[c] Disciplinary Action. Facility represents and warrants that neither it nor any of its personnel is under suspension or subject to any disciplinary

proceedings by any agency having jurisdiction over professional activities of Facility or its personnel and is not under any formal or informal investigation or preliminary inquiry by such department or agency for possible disciplinary action.

[d] Exclusion from Medicare or Medicaid. Facility represents and warrants that neither Facility nor its personnel has been, at any time, excluded from participation in any federally funded health care program including, without limitation, Medicare or Medicaid, nor has been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law.

(c) Quality Assessment and Performance Improvement Activities. Facility shall cooperate with Hospice in its hospice-wide quality assessment and performance improvement activities. Components of the quality assessment and performance improvement program include (i) data collection; (ii) reporting adverse patient events, analyzing their causes, and implementing preventive actions and mechanisms; and (iii) taking actions to improve performance. Hospice shall provide Facility with a description of its quality assessment and performance improvement program and information on performance improvement projects. Third party payors may also impose their own utilization management or quality assurance requirements which Facility must meet. Cooperating in such activities shall not constitute a waiver of any legal privileges or rights that may apply to the information that is shared. Hospice shall maintain the confidentiality of such information in whatever form it is provided.

(d) Coordination of Care.

(i) General. Facility shall participate in any meetings, when requested, for the coordination, supervision and evaluation by Hospice of the provision of Facility Services. Hospice and Facility shall communicate with one another regularly, and as needed, for each particular Hospice Patient. Each party is responsible for documenting such communications in its respective clinical records to ensure that the needs of Hospice Patients are met 24 hours per day.

(ii) Design of Plan of Care. In accordance with applicable federal and state laws and regulations, Facility shall coordinate with Hospice in developing a Plan of Care for each Hospice Patient. Hospice retains primary responsibility for development of the Plan of Care and any changes must be approved by the hospice before implementation.

(iii) Modifications to Plan of Care. Facility will assist with periodic review and modification of the Plan of Care. Facility will not make any modifications to the Plan of Care without first consulting with Hospice. Hospice retains the sole authority for determining the appropriate level of hospice care provided to each Hospice Patient.

(iv) Notification of Change in Condition. Facility shall immediately inform Hospice of any change in the condition of a Hospice Patient. This includes, without limitation, a significant change in a Hospice Patient's physical, mental, social or emotional status; clinical complications that suggest a need to alter the Plan of Care; a need to transfer the Hospice Patient from the Facility; or the death of a Hospice Patient.

(e) Policies and Procedures. In providing services to Hospice Patients, Facility shall abide by Hospice's policies and procedures, palliative care protocols and Plans of Care.

(f) Assist with Surveys and Complaints. Facility shall be available during federal, state, local and other surveys to assist Hospice in responding to surveyor questions and survey citations, attending exit conferences, drafting plans of correction for identified survey deficiencies and providing clinical expertise when necessary to appeal survey deficiencies. In the event of any complaint filed by or with respect to a Hospice Patient or any investigation initiated by any governmental agency or any litigation commenced against Hospice, Facility shall fully cooperate with Hospice in an effort to respond to and resolve the same in a timely and effective manner. Facility shall also cooperate fully with any insurance company providing protection to Hospice in connection with investigations. Facility shall notify Hospice promptly of any inquiries, claims, and investigations and cooperate fully with the directions of Hospice with respect thereto

(g) Visiting and Access by Hospice.

(i) Visiting Privileges. Facility shall permit free access and unrestricted visiting privileges, including visits by children of any age, 24 hours per day, 7 days per week.

(ii) Visitor Accommodations. Facility shall provide adequate space, located conveniently to Hospice Patient, for private visiting among Hospice Patient, Hospice Patient's family members and any other visitors. Facility shall provide adequate accommodations for Hospice Patient's family members to remain with Hospice Patient up to 24 hours per day, and permit family members privacy following the death of a Hospice Patient.

(iii) Hospice Access to Facility. Facility shall permit employees, contractors, agents and volunteers of Hospice free and complete access to Facility 24 hours per day, as necessary, to permit Hospice to counsel, treat, attend and provide services to each Hospice Patient.

(iv) Hospice Physician. Facility shall grant full staff privileges to Hospice Physicians upon application and qualification for such privileges in accordance with Facility's requirements.

(h) Patient Transfer. Facility shall not transfer any Hospice Patient to another care setting without the prior approval of Hospice and the hospice makes arrangements for, and remains responsible for, any necessary continuous care or inpatient care necessary related to the terminal illness and related conditions. If Facility fails to obtain the necessary prior approval, Hospice bears no financial responsibility for the costs of transfer or the costs of care provided in another setting.

(i) Physician Orders. If there are physician orders that are inconsistent with the Plan of Care or Hospice protocols, a registered nurse with Facility shall notify Hospice. An authorized representative of Hospice shall resolve differences directly with the physician and secure the necessary orders.

(j) Bereavement Services to Facility Staff. Facility shall be primarily responsible for providing any requested bereavement services to Facility staff after the death of a Hospice Patient who resided in Facility; provided, however, that Hospice may assist Facility in providing such bereavement services to grieving Facility staff members upon request from Facility.

3. Responsibilities of Hospice. Include, but are not limited to the following: Providing medical direction and management of the hospice patient; nursing; counseling (including spiritual, dietary and bereavement); social work; provision of medical supplies, durable medical equipment and drugs necessary for the palliation of pain and symptoms associated with the terminal illness and related conditions; and all other hospice services that are necessary for the care of the Hospice Patient's terminal illness and related conditions.

(a) Admission to and Discharge from Hospice Program.

(i) Assessment. If a resident of Facility requests the provision of Hospice Services, Hospice shall perform an assessment of such resident and shall notify Facility, either orally or in writing, whether such resident is authorized for admission as a Hospice Patient. Hospice shall maintain adequate records of all such authorizations of admission.

(ii) Assessing Continued Eligibility. Hospice shall have sole authority for assessing a Hospice Patient's continued eligibility for Hospice Services and for discharging a Hospice Patient from Hospice.

(b) Professional Management Responsibility.

(i) Compliance with Law. Hospice shall assume professional management responsibility for Hospice Services provided to Hospice Patients residing at Facility and their family units, pursuant to the Medicare Conditions of Participation for Hospice Care and state and local laws and regulations. This includes admission and/or discharge of patients, patient and family assessments, reassessments, establishment of the Plan of Care, authorization of all services and management of the care through IDG meetings. Hospice shall make arrangements for, and remain responsible for, any necessary continuous care or inpatient care related to a Hospice Patient's terminal illness and related conditions. Hospice acknowledges that it is responsible for providing Hospice Services to Hospice Patients residing at Facility at the same level and to the same extent as if Hospice Patients were receiving care in their own homes.

(ii) Management of Hospice Services. Hospice shall retain professional management responsibility to ensure that Hospice Services are furnished in a safe and effective manner by qualified personnel in accordance with Hospice Patient's Plan of Care.

(iii) Coordination and Evaluation. Hospice shall retain responsibility for coordinating, evaluating and administering the hospice program, as well as ensuring the continuity of care of Hospice Patients, which shall include coordination of Facility Services. Hospice's IDG shall communicate with Facility's medical director, Hospice Patient's attending physician and other physicians participating in the care of a Hospice Patient as needed to coordinate Hospice Services with the medical care provided by other physicians. Methods used to evaluate the care may include: [a] periodic supervisory visits; [b] review of the qualifications of personnel providing Facility Services; [c] review of documentation; [d] evaluation of the response of a Hospice Patient to the Plan of Care; [e] discussion with patient and patient's caregivers; [f] patient evaluation surveys; and [g] quality improvement data.

(iv) Assessment of Facility Services. Hospice shall develop, maintain and conduct an ongoing, comprehensive assessment of the quality and appropriateness of Facility and the provision of Facility Services. Such assessments shall be conducted at least annually.

(v) Alleged Violations. Hospice must report all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of hospice patient property by anyone unrelated to the hospice to the Facility administrator within 24 hours of the hospice becoming aware of the alleged violation.

(c) Hospice Care Training. Hospice shall provide orientation and ongoing hospice care training to Facility's personnel as necessary to facilitate the

provision of safe and effective care to Hospice Patients. Such orientation must include, the hospice philosophy, including Hospice policies and procedures regarding methods of comfort, pain control and symptom management as well as principles about death and dying, individual responses to death, patient rights, appropriate forms and recordkeeping requirements.

(d) Designation of Hospice Representative. For each Hospice Patient, Hospice shall designate a registered nurse who will be responsible for coordinating and supervising services provided to a Hospice Patient and be available 24 hours per day, 7 days per week for consultation with Facility concerning a Hospice Patient's Plan of Care. In addition, for each Hospice Patient residing at Facility, Hospice shall designate a member of the Hospice Patient's IDG to provide overall coordination of care for such Hospice Patient. Such hospice representative shall monitor Facility and be available to provide information to Facility regarding the provision of Facility Services and to coordinate the periodic evaluation of patient progress and outcomes of care upon request. Further, the hospice representative shall be responsible for communicating with Facility representatives and other health care providers who participate in the care of a Hospice Patient's terminal illness and related conditions to ensure quality of care for Hospice Patients and their families.

(e) Provision of Information. Hospice shall promote open and frequent communication with Facility and shall provide Facility with sufficient information to ensure that the provision of Facility Services under this Agreement is in accordance with the Hospice Patient's Plan of Care, assessments, treatment planning and care coordination. At a minimum, Hospice shall provide the following information to Facility for each Hospice Patient residing at Facility:

(i) Plan of Care, Medications and Orders. The most recent Plan of Care, medication information and physician orders specific to each Hospice Patient residing at Facility;

(ii) Election Form. The hospice election form and any advanced directives;

(iii) Certifications. Physician certifications and recertifications of terminal illness;

(iv) Contact Information. Names and contact information for Hospice personnel involved in providing Hospice Services; and

(v) On-Call System. Instructions on how to access Hospice's 24-hour on-call system.

(f) Policies and Procedures. Hospice shall provide Facility with copies of applicable Hospice policies and procedures and shall meet with Facility to review such policies and procedures, as necessary.

(g) Physician Orders. All physician orders communicated by Hospice under this Agreement shall be in writing and signed by the applicable attending physician or Hospice Physician; provided, however, that in the case of urgent or emergency circumstances, such orders may be communicated orally by any such persons. Hospice shall maintain adequate records of all physician orders communicated in connection with the Plan of Care.

(h) Notification of Hospice Services. Hospice shall fully inform Hospice Patient of the Hospice Services to be provided by Hospice and Purchased Hospice Services, if any, to be provided by Facility.

(i) Assist with Surveys and Complaints. Hospice shall be available during federal, state, local and other surveys to assist Facility in responding to surveyor questions and survey citations, attending exit conferences, drafting plans of correction for identified survey deficiencies and providing medical expertise when necessary to appeal survey deficiencies. In the event of any complaint filed by or with respect to a Hospice Patient or any investigation initiated by any governmental agency or any litigation commenced against Facility, Hospice shall fully cooperate with Facility in an effort to respond to and resolve the same in a timely and effective manner. Hospice shall also cooperate fully with any insurance company providing protection to Facility in connection with investigations. Hospice shall notify Facility promptly of any inquiries, claims, and investigations and cooperate fully with the directions of Hospice with respect thereto.

4. Billing & Payment for Facility Services

- (a) Medicaid Eligible Hospice Patients. Hospice shall pay Facility a fixed per diem rate equal to one hundred percent (100%) of Facility's current Medicaid per diem rate that would have been paid by Medicaid to the Facility if the Medicaid Eligible Hospice Patient had not elected to receive hospice care, less the Medicaid Eligible Hospice Patient's required personal contribution amount, if any. Facility shall accept this rate as payment in full for Facility Services provided to such Medicaid Eligible Hospice Patient and shall not bill the Medicaid Eligible Hospice Patient or his/her family, representatives or any third party payor. Facility shall collect and retain the Medicaid Eligible Hospice Patient's required personal contribution amount, if any. Within ten (10) calendar days of the end of the month and within at

least 30 days of providing Facility Services, Facility shall submit to Hospice an accurate and complete statement of all Facility Services provided to Medicaid Eligible Hospice Patients. The statement shall be in a form acceptable to Hospice and include information usually provided to third party payers to verify the services and charges reflected in the statement. Upon receipt of the Facility's monthly statement of services, Hospice shall be responsible for billing Medicaid for the Facility Services. Upon receipt of payment from Medicaid, Hospice shall remit payment to Facility within ten (10) business days. Payment by Hospice in respect to such bills shall be considered final, unless adjustments are requested in writing by Facility within 30 days of receipt of payment. Hospice shall have no obligation to pay Facility for any service if Hospice does not receive a bill for such service within 120 days following the date on which the service was rendered.

(b) Medicare Eligible and Private Pay Hospice Patients.

Facility shall be responsible for billing Medicare and Private Pay Hospice Patients (or such patient's third party payor, if applicable) for Facility Services. Hospice will not be responsible for reimbursing Facility for any portion of the cost of Facility Services provided to a Medicare Eligible Hospice Patient or Private Pay Hospice Patient. Facility shall not seek payment from Hospice in the event of default of financial obligations on the part of a Medicare Eligible Hospice Patient, Private Pay Hospice Patient or such patient's third party payers. Hospice will, to the extent permitted by law, provide Facility with any information it may reasonably require to obtain payment from any payor or other permissible payment source.

(c) Limitation on Hospice's Financial Responsibility. Except as specifically identified in this Agreement, Hospice shall bear no responsibility, obligation, or other liability to reimburse Facility for any charges, costs, expenses or other fees for services provided under this Agreement.

5. Insurance and Hold Harmless.

(a) Insurance. Each party shall obtain and maintain appropriate professional liability, commercial general liability, worker's compensation and employer's liability insurance coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage amounts of Facility's professional liability insurance be

less than \$1 million per claim and \$3 million in the aggregate. Either party may request evidence of insurance from the other party and such other party shall provide such evidence to the requesting party in a timely manner. Facility shall ensure that Hospice receives at least 30 days' notice prior to the termination of any insurance policy required by this Agreement.

(b) Mutual Hold Harmless. Each party shall be responsible for the acts and omissions of itself and its employees and subcontractors and neither party agrees to indemnify any other party for any such act or omission, provided, however, that this Agreement shall not constitute a waiver by any party of any rights to indemnification, contribution or subrogation which such party may have by operation of law.

6. Records.

(a) Creation and Maintenance of Records. Facility shall prepare and maintain complete and detailed records concerning each Hospice Patient receiving Facility Services under this Agreement in accordance with prudent record-keeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Facility shall retain such records for a minimum of six years from the date of discharge of each Hospice Patient or such other time period as required by applicable federal and state law. Each clinical record shall completely, promptly and accurately document all services provided to, and events concerning, each Hospice Patient, including evaluations, treatments, progress notes, authorizations to admission to Hospice and/or Facility, physician orders entered pursuant to this Agreement and discharge summaries. Each record shall document that the specified services are furnished in accordance with this Agreement and shall be readily accessible and systemically organized to facilitate retrieval by either party. Facility shall cause each entry made for Facility Services provided to be signed and dated by the person providing Facility Services.

(b) Financial Recordkeeping. Facility shall keep accurate books of accounts and records covering all transactions relating to this Agreement (the "Financial Records") at its principal place of business. Hospice and its duly authorized representatives, including any independent public accountant or other auditor, shall have the right during regular business hours and on reasonable written notice to Facility to examine Facility's Financial Records and to make copies thereof.

(c) Access by Hospice. Facility shall permit Hospice or its authorized representative, upon reasonable notice, to review and make photocopies of records maintained by Facility relating to the provision of Facility Services including, but not limited to, clinical records and billing and payment records. This section shall survive the termination of this Agreement.

(d) Inspection by Government. In accordance with 42 U.S.C. § 1395x(v)(1)(i) and 42 C.F.R. § 420.300, et seq., Facility shall make available, until the expiration of five years from the termination of this Agreement, upon written request, to the Secretary of Health and Human Services of the United States, and upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any of its books, documents and records that are necessary to certify the nature and costs of Medicare reimbursable services provided under this Agreement. If and to the extent Facility carries out any of its duties under this Agreement through a subcontract with a related organization having a value or cost of \$10,000 or more over a 12-month period, then Facility shall ensure that the subcontract contains a clause comparable to the clause in the preceding sentence. Nothing contained in this section shall be construed as a waiver by either party of any legal rights of confidentiality with respect to patient records and proprietary information.

(e) Destruction of Records. Facility shall take reasonable precautions to safeguard records against loss, destruction and unauthorized disclosure.

7. Confidentiality. Each party acknowledges that as part of its performance under this Agreement, it may be required to disclose to the other party certain information pertaining to Hospice Patients (collectively, "Patient Information") and may be required to disclose certain business or financial information (collectively, with the Patient Information, the "Confidential Information"). Each party agrees that it shall treat Confidential Information with the same degree of care it affords its own similarly confidential information and shall not, except as specifically authorized in writing by the other party or as otherwise required by law, reproduce any Confidential Information or disclose or provide any Confidential Information to any person. A party that discloses Confidential Information shall be entitled to injunctive relief to prevent a breach or threatened breach of this section, in addition to all other remedies that may be available. This section shall survive termination of this Agreement.

8. Term and Termination.

(a) Term. This Agreement shall have an initial term of one year beginning on the Effective Date ("Initial Term") and shall automatically renew for successive one-year terms, unless sooner terminated as provided below.

(b) Termination.

(i) Without Cause. This Agreement may be terminated by either party for any reason after the Initial Term by providing at least 90 days' prior written notice to the other party.

(ii) Mutual Written Agreement. This Agreement may terminate at any time after the Initial Term upon written agreement of the parties.

(iii) For Cause. Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party breaches this Agreement and fails to cure such breach within such 30-day period.

(iv) Change in Law. In the event there are substantial changes or clarifications to any applicable laws, rules or regulations that materially affect, in the opinion of either party's legal counsel, any party's right to reimbursement from third party payors or any other legal right of any party to this Agreement, the affected party may, by written notice to the other party, propose such modifications to this Agreement as may be necessary to comply with such change or clarification. Upon receipt of such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If such notice is given and the parties are unable within 60 days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing at least 30 days' notice to the other party.

(v) Immediate Termination. Notwithstanding the above, either party may immediately terminate this Agreement if:

[a] Failure to Have Qualifications. A party or its personnel are excluded from any federal health program or no longer have the necessary qualifications, certifications and/or licenses required by federal, state and/or local laws to provide Facility Services.

[b] Liquidation. A party commences or has commenced against it proceedings to liquidate, wind up, reorganize or seek protection, relief or a consolidation of its debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.

[c] Failure to Have Insurance. A party ceases to have any of the insurance required under this Agreement.

[d] Threats to Health, Safety or Welfare. A party fails to perform its duties under this Agreement and the other party determines in its full discretion that such failure threatens the health, safety or welfare of any patient.

[e] Commission of Misconduct. A party commits an act of misconduct, fraud, dishonesty, misrepresentation or moral turpitude involving the other party or a mutual patient of the parties.

(c) Effect of Termination on Availability of Facility Services. In the event this Agreement is terminated, Facility shall work with Hospice in coordinating the continuation of Facility Services to existing Hospice Patients and shall continue to provide Facility Services to Hospice Patients after this Agreement is terminated, if Hospice determines that removing Facility Services would be detrimental to Hospice

Patients. In such cases, Facility Services shall continue to be provided in accordance with the terms set forth in this Agreement. This section shall survive termination of this Agreement.

9. Notification of Material Events. Either party shall immediately notify the other party of:

- (a) Ownership Change. Any change in 10% or more of its ownership.
- (b) Business Address Change. Any change in business address.
- (c) Licensure Actions. Any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, or action by federal or state officials against the party or its personnel.
- (d) Exclusion. Any threatened, proposed or actual exclusion of it or any of its subcontractors or personnel from any government program including, but not limited to, Medicare or Medicaid.
- (e) Insurance. The cancellation or modification of any of the insurance coverage that the party is required to have under this Agreement.
- (f) Liquidation. The commencement of any proceeding to liquidate, wind up, reorganize or seek protection, relief or a consolidation of Facility's or Hospice's debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.
- (g) Incident Reporting. Any of the following alleged incidents involving a Hospice Patient residing at Facility:
 - (i) mistreatment or neglect;
 - (ii) verbal, mental, sexual or physical abuse;
 - (iii) injuries of an unknown source; or
 - (iv) misappropriation of patient property.

10. Nondiscrimination. The parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, national origin, or any other protected class in any manner prohibited by federal or state laws.

11. Independent Contractor. In performance of the services discussed herein, Hospice and Facility shall each be, and at all times are, acting and performing as an

independent contractor, and not as a partner, a co-venture, an employee, an agent or a representative of the other. No employee or agent of one party to this Agreement shall be considered an employee or agent of the other party.

12. Use of Name or Marks. Neither Hospice nor Facility shall have the right to use the name, symbols, trademarks or service marks of the other party in advertising or promotional materials or otherwise without receiving the prior written approval of such other party; provided, however, that one party may use the name, symbols, or marks of the other party in written materials previously approved by the other party for the purpose of informing prospective Hospice Patients and attending physicians of the availability of the services described in this Agreement.

13. Miscellaneous Provisions.

(a) Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

(b) Severability. This Agreement is severable, and in the event that any one or more of the provisions hereof shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(c) Headings. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Massachusetts. Any claims or disputes related to this Agreement shall be brought in Hampden County.

(e) Nonassignability. Neither party shall assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

(f) Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. There are no third party beneficiaries of or to this Agreement.

(h) No Third Party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party.

(i) Force Majeure. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

(j) No Requirement to Refer. This Agreement is not intended to influence the judgment of any physician or provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of residents. Neither Facility nor Hospice shall receive any compensation or remuneration for referrals.

(k) Nonexclusive Agreement. This Agreement is intended to be nonexclusive, and either party may use any provider for the same or similar services.

(l) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

(m) Notices. All notices or other communications which may be or are required to be given, served or sent by any party to the other party pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: HOSPICE LIFE CARE
10 Hospital Drive Suite 201
Holyoke, MA 01040
Attn: Paula Boss, Executive Director

TO: East Longmeadow Skilled Nursing Center
305 Maple Street
East Longmeadow, MA 01028
Attn: Michael Marcus

(n) Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement may not be modified or amended except by mutual consent of the parties, and any such modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to, and become a part of, this Agreement.

The parties have executed this Agreement as of the day, month and year first written above.

HOSPICE LIFE CARE:

By: Paula Bass

Name: Paula Bass

Title: Executive Director

East Longmeadow Skilled Nursing Center

By: Michael Marcus

Name: Michael Marcus

Title: Administrator

THIS RESPITE SERVICES AGREEMENT ("Agreement") is made and entered into this day of April 17, 2015 ("Effective Date") between Hospice Life Care ("Hospice") and East Longmeadow Skilled Nursing Center ("Facility").

1. Definitions.

- a. "Respite Care" means short-term inpatient care provided to a Hospice Patient when necessary to relieve a Hospice Patient's family members or other persons caring for the patient. Such services include, without limitation, nursing, dietary, housekeeping, therapies, emergency, laboratory, radiology, respiratory, pharmacy, oxygen services and related ancillary services.
- b. "Respite Care Day" means a day on which a Hospice Patient receives Respite Care from Facility, including the day of admission but excluding the day of discharge, unless the patient dies in Facility.

2. Responsibilities of Facility.

- a. Provision of Respite Care. At the request of an authorized Hospice staff member, Facility shall provide Hospice Patients with beds in Facility and provide Respite Care to Hospice Patients. While Facility does not guarantee the availability of any specific number of beds, it will make beds available to Hospice Patients on the same priority as its other patients. Facility shall immediately notify Hospice if Facility is unable to provide Respite Care to a Hospice Patient.
- b. Medicare or Medicaid Certification. Facility represents and warrants that it is currently, and will at all times during the term of this Agreement remain, certified to participate in the Medicare and/or Medicaid programs.
- c. Twenty-Four Hour Nursing Services. Facility shall provide 24-hour nursing services that meet the nursing needs of all patients and are furnished in accordance with each patient's Plan of Care. Each patient must receive all nursing services as prescribed. For each shift, Facility will identify to Hospice in advance a charge nurse or other member of Facility's nursing staff who will respond to Hospice's requests for information concerning Hospice Patients.
- d. Home-Like Atmosphere. Facility shall provide a home-like atmosphere and ensure that patient areas are designed to preserve the dignity, comfort, and privacy of patients.

- e. Hospice Policies and Procedures. In providing Respite Care, Facility shall abide by Hospice's policies and procedures, palliative care protocols and Plans of Care.
- f. Discharge Summary. Facility shall provide Hospice with a copy of the discharge summary at the time of discharge.
- g. Inpatient Clinical Record. Facility shall maintain an inpatient clinical record for each Hospice Patient that includes a record of all Respite Care furnished and events regarding care that occurred at Facility. A copy of the inpatient clinical record shall be available to Hospice at the time of discharge.
- h. Hospice Patient Visitors
 - i. Visiting Privileges. Facility shall permit free access and unrestricted visiting privileges, including visits by children of any age, 24 hours per day, 7 days per week.
 - ii. Visitor Accommodations. Facility shall provide adequate space, located conveniently to Hospice Patient, for private visiting among Hospice Patient, Hospice Patient's family members and any other visitors. Facility shall provide adequate accommodations for Hospice Patient's family members to remain with Hospice Patient up to 24 hours per day, and permit family members privacy following the death of a Hospice Patient.
- i. Implementation of Agreement. Facility shall designate an individual within the facility who shall be responsible for the implementation of the provisions of this Agreement ("Responsible Facility Representative"). Facility shall notify Hospice if a new individual is designated as the Responsible Facility Representative.

3. Hospice Responsibilities.

- a. Provision of Plan of Care to Facility. Upon a Hospice Patient's admission to Facility for Respite Care, Hospice shall furnish a copy of the current Plan Care. Hospice shall specify the Respite Care to be furnished by Facility to such Hospice Patient.
- b. Verification of Regulatory Requirements. Hospice shall verify compliance the following requirements established by the Medicare Conditions of Participation for Hospice Care.

- i. Copy of Plan of Care. Hospice shall document in the patient's record that the Plan of Care has been provided to Facility and specify the Inpatient Services that Facility will furnish. Hospice shall periodically review Hospice Patients' records to verify that these requirements are met.
- ii. Patient Care Policies. Hospice shall verify that Facility has established patient care policies that are consistent with Hospice's policies and agrees to abide by the palliative care protocols and Plans of Care established by Hospice for its patients. Hospice shall review Facility's policies to determine their consistency with Hospice policies.
- iii. Inpatient Clinical Records. Hospice shall periodically review Hospice Patients' inpatient clinical records to determine that they include a record of all Inpatient Services furnished and events regarding care that occurred at Facility. Facility shall make inpatient clinical records available to Hospice at the time of discharge.
- iv. Copy of Discharge Summary. Hospice shall document in the patient's record that Facility provided a copy of the discharge summary at the time of discharge. Hospice shall periodically review Hospice Patients' records to verify that this requirement is met.
- v. Responsible Facility Representative. The Responsible Facility Representative shall be identified in this Agreement. Facility shall immediately notify Hospice if a new Responsible Facility Representative is appointed, and shall inform Hospice of the name and contact information of the new Responsible Facility Representative. Hospice shall maintain a record of Responsible Facility Representatives.
- vi. Hospice Training. Facility shall provide Hospice with a list of Facility personnel who will be providing care to Hospice Patients, indicating whether each person has already been provided with hospice training. For personnel who have already received training, Facility shall provide hospice with the names of the individuals who gave the training and a description of the training. For personnel who have not received hospice training, Hospice shall provide training, and shall document the names of the individuals who gave the training and a description of the training. Upon hiring new personnel who will be providing care to Hospice Patients, Facility shall notify Hospice and indicate whether the personnel have

received hospice training and, if so, the names of the individuals who gave the training and a description of the training.

- c. Professional Management Responsibility. Hospice retains administrative and financial management, and oversight of staff and services related to all Respite Care to ensure the provision of quality care. All Respite Care must be authorized by Hospice, furnished in a safe and effective manner by qualified personnel, and delivered in accordance with the Plan of Care.

4. Billing and Payment.

- a. Hospice shall pay Facility a fixed per diem rate of \$169.09 per Respite Care Day. Facility shall provide Hospice with an accurate and complete statement monthly, and Hospice shall pay the monthly invoice in full within 30 days of invoice date.

5. Responsible Facility Representative. Facility has identified the following individual as the Responsible Facility Representative:

Michael Marcus

6. Insurance and Hold Harmless.

a. Insurance. Each party shall obtain and maintain appropriate professional liability, commercial general liability, worker's compensation and employer's liability insurance coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage amounts of Facility's professional liability insurance be less than \$1 million per claim and \$3 million in the aggregate. Either party may request evidence of insurance from the other party and such other party shall provide such evidence to the requesting party in a timely manner. Facility shall ensure that Hospice receives at least 30 days' notice prior to the termination of any insurance policy required by this Agreement.

b. Mutual Hold Harmless. Each party shall be responsible for the acts and omissions of itself and its employees and subcontractors and neither party agrees to indemnify any other party for any such act or omission, provided, however, that this Agreement shall not constitute a waiver by any party of any rights to indemnification, contribution or subrogation which such party may have by operation of law.

7. Records.

a. Creation and Maintenance of Records. Facility shall prepare and maintain complete and detailed records concerning each Hospice Patient receiving Respite Care under this Agreement in accordance with prudent record-keeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Facility shall retain such records for a minimum of six years from the date of discharge of each Hospice Patient or such other time period as required by applicable federal and state law. Each clinical record shall completely, promptly and accurately document all services provided to, and events concerning, each Hospice Patient, including evaluations, treatments, progress notes, authorizations to admission to Hospice and/or Facility, physician orders entered pursuant to this Agreement and discharge summaries. Each record shall document that the specified services are furnished in accordance with this Agreement and shall be readily accessible and systemically organized to facilitate retrieval by either party. Facility shall cause each entry made for Respite Care provided to be signed and dated by the person providing Respite Care.

b. Financial Recordkeeping. Facility shall keep accurate books of accounts and records covering all transactions relating to this Agreement (the "Financial Records") at its principal place of business. Hospice and its duly authorized representatives, including any independent public accountant or other auditor, shall have the right during regular business hours and on reasonable written notice to Facility to examine Facility's Financial Records and to make copies thereof.

c. Access by Hospice. Facility shall permit Hospice or its authorized representative, upon reasonable notice, to review and make photocopies of records maintained by Facility relating to the provision of Respite Care including, but not limited to, clinical records and billing and payment records. This section shall survive the termination of this Agreement.

d. Inspection by Government. In accordance with 42 U.S.C. § 1395x(v)(1)(i) and 42 C.F.R. § 420.300, et seq., Facility shall make available, until the expiration of five years from the termination of this Agreement, upon written request, to the Secretary of Health and Human Services of the United States, and upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any of its books, documents and records that are necessary to certify the nature and costs of Medicare reimbursable services provided under this Agreement. If and to the extent Facility carries out any of its duties under this Agreement through a subcontract with a related

organization having a value or cost of \$10,000 or more over a 12-month period, then Facility shall ensure that the subcontract contains a clause comparable to the clause in the preceding sentence. Nothing contained in this section shall be construed as a waiver by either party of any legal rights of confidentiality with respect to patient records and proprietary information.

e. Destruction of Records. Facility shall take reasonable precautions to safeguard records against loss, destruction and unauthorized disclosure.

8. Confidentiality.

Each party acknowledges that as part of its performance under this Agreement, it may be required to disclose to the other party certain information pertaining to Hospice Patients (collectively, "Patient Information") and may be required to disclose certain business or financial information (collectively, with the Patient Information, the "Confidential Information"). Each party agrees that it shall treat Confidential Information with the same degree of care it affords its own similarly confidential information and shall not, except as specifically authorized in writing by the other party or as otherwise required by law, reproduce any Confidential Information or disclose or provide any Confidential Information to any person. A party that discloses Confidential Information shall be entitled to injunctive relief to prevent a breach or threatened breach of this section, in addition to all other remedies that may be available. This section shall survive termination of this Agreement.

9. Term and Termination.

a. Term. This Agreement shall have an initial term of one year beginning on the Effective Date ("Initial Term") and shall automatically renew for successive one-year terms, unless sooner terminated as provided below.

b. Termination.

(i) Without Cause. This Agreement may be terminated by either party for any reason after the Initial Term by providing at least 90 days' prior written notice to the other party.

(ii) Mutual Written Agreement. This Agreement may terminate at any time after the Initial Term upon written agreement of the parties.

(iii) For Cause. Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party breaches this Agreement and fails to cure such breach within such 30-day period.

(iv) Change in Law. In the event there are substantial changes or clarifications to any applicable laws, rules or regulations that materially affect, in the opinion of either party's legal counsel, any party's right to reimbursement from third party payors or any other legal right of any party to this Agreement, the affected party may, by written notice to the other party, propose such modifications to this Agreement as may be necessary to comply with such change or clarification. Upon receipt of such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If such notice is given and the parties are unable within 60 days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing at least 30 days' notice to the other party.

(v) Immediate Termination. Notwithstanding the above, either party may immediately terminate this Agreement if:

[a] Failure to Have Qualifications. A party or its personnel are excluded from any federal health program or no longer have the necessary qualifications, certifications and/or licenses required by federal, state and/or local laws to provide Facility Services.

[b] Liquidation. A party commences or has commenced against it proceedings to liquidate, wind up, reorganize or seek protection, relief or a consolidation of its debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.

[c] Failure to Have Insurance. A party ceases to have any of the insurance required under this Agreement.

[d] Threats to Health, Safety or Welfare. A party fails to perform its duties under this Agreement and the other party determines in its full discretion that such failure threatens the health, safety or welfare of any patient.

[e] Commission of Misconduct. A party commits an act of misconduct, fraud, dishonesty, misrepresentation or moral turpitude involving the other party or a mutual patient of the parties.

c. Effect of Termination on Availability of Respite Care. In the event this Agreement is terminated, Facility shall work with Hospice in coordinating the continuation of Respite Care to existing Hospice Patients and shall continue to provide Respite Care to Hospice Patients after this Agreement is terminated, if Hospice determines that removing Respite Care would be detrimental to Hospice Patients. In such cases, Respite Care shall continue to be provided in accordance with the terms set forth in this Agreement. This section shall survive termination of this Agreement.

10. Notification of Material Events. Either party shall immediately notify the other party of:

- a. Ownership Change. Any change in 10% or more of its ownership.
- b. Business Address Change. Any change in business address.
- c. Licensure Actions. Any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, or action by federal or state officials against the party or its personnel.
- d. Exclusion. Any threatened, proposed or actual exclusion of it or any of its subcontractors or personnel from any government program including, but not limited to, Medicare or Medicaid.
- e. Insurance. The cancellation or modification of any of the insurance coverage that the party is required to have under this Agreement.
- f. Liquidation. The commencement of any proceeding to liquidate, wind up, reorganize or seek protection, relief or a consolidation of Facility's or Hospice's debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.
- g. Incident Reporting. Any of the following alleged incidents involving a Hospice Patient residing at Facility:
 - (i) mistreatment or neglect;
 - (ii) verbal, mental, sexual or physical abuse;
 - (iii) injuries of an unknown source; or
 - (iv) misappropriation of patient property.

11. Nondiscrimination. The parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, national origin, or any other protected class in any manner prohibited by federal or state laws.

12. Independent Contractor. In performance of the services discussed herein, Hospice and Facility shall each be, and at all times are, acting and performing as an independent contractor, and not as a partner, a co-venturer, an employee, an agent or a representative of the other. No employee or agent of one party to this Agreement shall be considered an employee or agent of the other party.

13. Use of Name or Marks. Neither Hospice nor Facility shall have the right to use the name, symbols, trademarks or service marks of the other party in advertising or promotional materials or otherwise without receiving the prior written approval of such other party; provided, however, that one party may use the name, symbols, or marks of the other party in written materials previously approved by the other party for the purpose of informing prospective Hospice Patients and attending physicians of the availability of the services described in this Agreement.

14. Miscellaneous Provisions.

(a) Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

(b) Severability. This Agreement is severable, and in the event that any one or more of the provisions hereof shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(c) Headings. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Massachusetts. Any claims or disputes related to this Agreement shall be brought in Hampden County.

(e) Nonassignability. Neither party shall assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

(f) Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. There are no third party beneficiaries of or to this Agreement.

(h) No Third Party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party.

(i) Force Majeure. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

(j) No Requirement to Refer. This Agreement is not intended to influence the judgment of any physician or provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of residents. Neither Facility nor Hospice shall receive any compensation or remuneration for referrals.

(k) Nonexclusive Agreement. This Agreement is intended to be nonexclusive, and either party may use any provider for the same or similar services.

(l) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

(m) Notices. All notices or other communications which may be or are required to be given, served or sent by any party to the other party pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: HOSPICE LIFE CARE
10 Hospital Drive Suite 201
Holyoke, MA 01040
Attn: Paula Boss, Executive Director

TO: East Longmeadow Skilled Nursing Center
305 Maple Street
East Longmeadow, MA 01028
Attn: Michael Marcus, Administrator

(n) Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement may not be modified or amended except by mutual consent of the parties, and any such

modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to, and become a part of, this Agreement.

The parties have executed this Agreement as of the day, month and year first written above.

HOSPICE LIFE CARE:

By: Paula Bos

Name: Paula Bos

Title: Executive Director

East Longmeadow Skilled Nursing Center:

By: Michael Mirous

Name: Michael Mirous

Title: Administrator

THIS ACUTE INPATIENT SERVICES AGREEMENT ("Agreement") is made and entered into this day April 17, 2015 (the "Effective Date") by and between Hospice Life Care ("Hospice") and East Longmeadow Skilled Nursing Center ("Facility").

1. Definitions

(a) "Acute Inpatient" means inpatient care provided to a Hospice Patient when necessary to relieve acute pain and symptom management that cannot be managed in any other setting.

(b) "Inpatient Care Day" means a day on which a Hospice Patient receives Acute Inpatient Care from Facility, including the day of admission but excluding the day of discharge, unless the patient dies in Facility.

2. Responsibilities of Facility

(a) Provision of Acute Inpatient Care. At the request of an authorized Hospice staff member, Facility shall provide Hospice Patients with beds in Facility and provide Acute Inpatient Care to Hospice Patients. While Facility does not guarantee the availability of any specific number of beds, it will make beds available to Hospice Patients on the same priority as its other patients. Facility shall immediately notify Hospice if Facility is unable to provide Acute Inpatient Care to a Hospice Patient.

(b) Medicare or Medicaid Certification. Facility represents and warrants that it is currently, and will at all times during the term of this Agreement remain, certified to participate in the Medicare and/or Medicaid programs.

(c) Twenty-Four Hour Nursing Services. Facility shall provide 24-hour direct patient care by a registered nurse if at least one patient is receiving general inpatient care in accordance with each patient's Plan of Care. Each patient must receive all nursing services as prescribed. For each shift, Facility will identify to Hospice in advance a charge nurse or other member of Facility's nursing staff who will respond to Hospice's requests for information concerning Hospice Patients.

(d) Hospice Policies and Procedures. In providing Acute Inpatient Care, Facility shall abide by Hospice's policies and procedures, palliative care protocols and Plans of Care.

(e) Discharge Summary. Facility shall provide Hospice with a copy of the discharge summary at the time of discharge.

(f) Inpatient Clinical Record. Facility shall maintain an inpatient clinical record for each Hospice Patient that includes a record of all Acute Inpatient Care

furnished and events regarding care that occurred at Facility. A copy of the inpatient clinical record shall be available to Hospice at the time of discharge.

(g) Hospice Patient Visitors

(i) Visiting Privileges. Facility shall permit free access and unrestricted visiting privileges, including visits by children of any age, 24 hours per day, 7 days per week.

(ii) Visitor Accommodations. Facility shall provide adequate space, located conveniently to Hospice Patient, for private visiting among Hospice Patient, Hospice Patient's family members and any other visitors. Facility shall provide adequate accommodations for Hospice Patient's family members to remain with Hospice Patient up to 24 hours per day, and permit family members privacy following the death of a Hospice Patient.

(h) Implementation of Agreement. Facility shall designate an individual within the facility who shall be responsible for the implementation of the provisions of this Addendum and the Agreement ("Responsible Facility Representative"). The Responsible Facility Representative shall be identified in this Agreement. Facility shall notify Hospice if a new individual is designated as the Responsible Facility Representative.

3. Hospice Responsibilities.

(a) Provision of Plan of Care to Facility. Upon a Hospice Patient's admission to Facility for Acute Inpatient Care, Hospice shall furnish a copy of the current Plan Care. Hospice shall provide the Facility a list of specific services that are to be furnished by the Facility and can be included in the plan of care.

(b) Verification of Regulatory Requirements. Hospice shall verify compliance the following requirements established by the Medicare Conditions of Participation for Hospice Care.

(i) Copy of Plan of Care. Hospice shall document in the patient's record that the Plan of Care has been provided to Facility and specify the Inpatient Services that Facility will furnish. Hospice shall periodically review Hospice Patients' records to verify that these requirements are met.

(ii) Patient Care Policies. Hospice shall verify that Facility has established patient care policies that are consistent with Hospice's policies and agrees to abide by the palliative care protocols and Plans of Care established by Hospice for its patients. Hospice shall review Facility's policies to determine their consistency with Hospice policies.

(iii) Inpatient Clinical Records. Hospice shall periodically review Hospice Patients' inpatient clinical records to determine that they include a record of all Inpatient Services furnished and events regarding care that occurred at Facility. Facility shall make inpatient clinical records available to Hospice at the time of discharge.

(iv) Copy of Discharge Summary. Hospice shall document in the patient's record that Facility provided a copy of the discharge summary at the time of discharge. Hospice shall periodically review Hospice Patients' records to verify that this requirement is met.

(v) Responsible Facility Representative. The Responsible Facility Representative is identified in this Agreement. Facility shall immediately notify Hospice if a new Responsible Facility Representative is appointed, and shall inform Hospice of the name and contact information of the new Responsible Facility Representative. Hospice shall maintain a record of Responsible Facility Representatives.

(vi) Hospice Training. Facility shall provide Hospice with a list of Facility personnel who will be providing care to Hospice Patients, indicating whether each person has already been provided with hospice training. For personnel who have already received training, Facility shall provide hospice with the names of the individuals who gave the training and a description of the training. For personnel who have not received hospice training, Hospice shall provide training, and shall document the names of the individuals who gave the training and a description of the training. Upon hiring new personnel who will be providing care to Hospice Patients, Facility shall notify Hospice and indicate whether the personnel have received hospice training and, if so, the names of the individuals who gave the training and a description of the training.

(c) Professional Management Responsibility. Hospice retains administrative and financial management, and oversight of staff and services related to all Acute Inpatient Care to ensure the provision of quality care. All Acute Inpatient Care must be authorized by Hospice, furnished in a safe and effective manner by qualified personnel, and delivered in accordance with the Plan of Care.

4. Billing and Payment.

- a. Hospice shall pay Facility a fixed per diem rate of \$ 550.00 per Inpatient Care Day. Facility shall provide Hospice with an accurate and complete statement monthly, and Hospice shall pay the monthly invoice in full within 30 days of invoice date.

5. Responsible Facility Representative. Facility has identified the following individual as the Responsible Facility Representative: Michael Marcus.

6. Insurance and Hold Harmless.

a. Insurance. Each party shall obtain and maintain appropriate professional liability, commercial general liability, worker's compensation and employer's liability insurance coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage amounts of Facility's professional liability insurance be less than \$1 million per claim and \$3 million in the aggregate. Either party may request evidence of insurance from the other party and such other party shall provide such evidence to the requesting party in a timely manner. Facility shall ensure that Hospice receives at least 30 days' notice prior to the termination of any insurance policy required by this Agreement.

b. Mutual Hold Harmless. Each party shall be responsible for the acts and omissions of itself and its employees and subcontractors and neither party agrees to indemnify any other party for any such act or omission, provided, however, that this Agreement shall not constitute a waiver by any party of any rights to indemnification, contribution or subrogation which such party may have by operation of law.

7. Records.

a. Creation and Maintenance of Records. Facility shall prepare and maintain complete and detailed records concerning each Hospice Patient receiving Inpatient Care under this Agreement in accordance with prudent record-keeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Facility shall retain such records for a minimum of six years from the date of discharge of each Hospice Patient or such other time period as required by applicable federal and state law. Each clinical record shall completely, promptly and accurately document all services provided to, and events concerning, each Hospice Patient, including evaluations, treatments, progress notes, authorizations to admission to Hospice and/or Facility, physician orders entered pursuant to this Agreement and discharge summaries. Each record shall document that the specified services are furnished in accordance with this Agreement and shall be readily accessible and systemically organized to facilitate retrieval by either party. Facility shall cause each entry made for Inpatient Care provided to be signed and dated by the person providing Inpatient Care.

b. Financial Recordkeeping. Facility shall keep accurate books of accounts and records covering all transactions relating to this Agreement (the "Financial Records") at its principal place of business. Hospice and its

duly authorized representatives, including any independent public accountant or other auditor, shall have the right during regular business hours and on reasonable written notice to Facility to examine Facility's Financial Records and to make copies thereof.

c. Access by Hospice. Facility shall permit Hospice or its authorized representative, upon reasonable notice, to review and make photocopies of records maintained by Facility relating to the provision of Inpatient Care including, but not limited to, clinical records and billing and payment records. This section shall survive the termination of this Agreement.

d. Inspection by Government. In accordance with 42 U.S.C. § 1395x(v)(1)(i) and 42 C.F.R. § 420.300, et seq., Facility shall make available, until the expiration of five years from the termination of this Agreement, upon written request, to the Secretary of Health and Human Services of the United States, and upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any of its books, documents and records that are necessary to certify the nature and costs of Medicare reimbursable services provided under this Agreement. If and to the extent Facility carries out any of its duties under this Agreement through a subcontract with a related organization having a value or cost of \$10,000 or more over a 12-month period, then Facility shall ensure that the subcontract contains a clause comparable to the clause in the preceding sentence. Nothing contained in this section shall be construed as a waiver by either party of any legal rights of confidentiality with respect to patient records and proprietary information.

e. Destruction of Records. Facility shall take reasonable precautions to safeguard records against loss, destruction and unauthorized disclosure.

8. Confidentiality.

Each party acknowledges that as part of its performance under this Agreement, it may be required to disclose to the other party certain information pertaining to Hospice Patients (collectively, "Patient Information") and may be required to disclose certain business or financial information (collectively, with the Patient Information, the "Confidential Information"). Each party agrees that it shall treat Confidential Information with the same degree of care it affords its own similarly confidential information and shall not, except as specifically authorized in writing by the other party or as otherwise required by law, reproduce any Confidential Information or disclose or provide any Confidential Information to any person. A party that discloses Confidential Information shall be entitled to

injunctive relief to prevent a breach or threatened breach of this section, in addition to all other remedies that may be available. This section shall survive termination of this Agreement.

9. Term and Termination.

a. Term. This Agreement shall have an initial term of one year beginning on the Effective Date ("Initial Term") and shall automatically renew for successive one-year terms, unless sooner terminated as provided below.

b. Termination.

(i) Without Cause. This Agreement may be terminated by either party for any reason after the Initial Term by providing at least 90 days' prior written notice to the other party.

(ii) Mutual Written Agreement. This Agreement may terminate at any time after the Initial Term upon written agreement of the parties.

(iii) For Cause. Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party breaches this Agreement and fails to cure such breach within such 30-day period.

(iv) Change in Law. In the event there are substantial changes or clarifications to any applicable laws, rules or regulations that materially affect, in the opinion of either party's legal counsel, any party's right to reimbursement from third party payors or any other legal right of any party to this Agreement, the affected party may, by written notice to the other party, propose such modifications to this Agreement as may be necessary to comply with such change or clarification. Upon receipt of such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If such notice is given and the parties are unable within 60 days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing at least 30 days' notice to the other party.

(v) Immediate Termination. Notwithstanding the above, either party may immediately terminate this Agreement if:

[a] Failure to Have Qualifications. A party or its personnel are excluded from any federal health program or no longer have the necessary qualifications, certifications and/or licenses required by federal, state and/or local laws to provide Facility Services.

[b] Liquidation. A party commences or has commenced against it proceedings to liquidate, wind up, reorganize or seek protection, relief or a

consolidation of its debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.

[c] Failure to Have Insurance. A party ceases to have any of the insurance required under this Agreement.

[d] Threats to Health, Safety or Welfare. A party fails to perform its duties under this Agreement and the other party determines in its full discretion that such failure threatens the health, safety or welfare of any patient.

[e] Commission of Misconduct. A party commits an act of misconduct, fraud, dishonesty, misrepresentation or moral turpitude involving the other party or a mutual patient of the parties.

c. Effect of Termination on Availability of Inpatient Care. In the event this Agreement is terminated, Facility shall work with Hospice in coordinating the continuation of Inpatient Care to existing Hospice Patients and shall continue to provide Inpatient Care to Hospice Patients after this Agreement is terminated, if Hospice determines that removing Inpatient Care would be detrimental to Hospice Patients. In such cases, Inpatient Care shall continue to be provided in accordance with the terms set forth in this Agreement. This section shall survive termination of this Agreement.

10. Notification of Material Events. Either party shall immediately notify the other party of:

- a. Ownership Change. Any change in 10% or more of its ownership.
- b. Business Address Change. Any change in business address.
- c. Licensure Actions. Any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, or action by federal or state officials against the party or its personnel.
- d. Exclusion. Any threatened, proposed or actual exclusion of it or any of its subcontractors or personnel from any government program including, but not limited to, Medicare or Medicaid.
- e. Insurance. The cancellation or modification of any of the insurance coverage that the party is required to have under this Agreement.
- f. Liquidation. The commencement of any proceeding to liquidate, wind up, reorganize or seek protection, relief or a consolidation of Facility's or Hospice's debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee.

g. Incident Reporting. Any of the following alleged incidents involving a Hospice Patient residing at Facility:

- (i) mistreatment or neglect;
- (ii) verbal, mental, sexual or physical abuse;
- (iii) injuries of an unknown source; or
- (iv) misappropriation of patient property.

11. Nondiscrimination. The parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, national origin, or any other protected class in any manner prohibited by federal or state laws.

12. Independent Contractor. In performance of the services discussed herein, Hospice and Facility shall each be, and at all times are, acting and performing as an independent contractor, and not as a partner, a co-venturer, an employee, an agent or a representative of the other. No employee or agent of one party to this Agreement shall be considered an employee or agent of the other party.

13. Use of Name or Marks. Neither Hospice nor Facility shall have the right to use the name, symbols, trademarks or service marks of the other party in advertising or promotional materials or otherwise without receiving the prior written approval of such other party; provided, however, that one party may use the name, symbols, or marks of the other party in written materials previously approved by the other party for the purpose of informing prospective Hospice Patients and attending physicians of the availability of the services described in this Agreement.

14. Miscellaneous Provisions.

(a) Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

(b) Severability. This Agreement is severable, and in the event that any one or more of the provisions hereof shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(c) Headings. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Massachusetts. Any claims or disputes related to this Agreement shall be brought in Hampden County.

(e) Nonassignability. Neither party shall assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

(f) Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. There are no third party beneficiaries of or to this Agreement.

(h) No Third Party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party.

(i) Force Majeure. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

(j) No Requirement to Refer. This Agreement is not intended to influence the judgment of any physician or provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of residents. Neither Facility nor Hospice shall receive any compensation or remuneration for referrals.

(k) Nonexclusive Agreement. This Agreement is intended to be nonexclusive, and either party may use any provider for the same or similar services.

(l) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

(m) Notices. All notices or other communications which may be or are required to be given, served or sent by any party to the other party pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted

by hand delivery or facsimile. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: HOSPICE LIFE CARE
10 Hospital Drive Suite 201
Holyoke, MA 01040
Attn: Paula Boss, Executive Director

TO: East Longmeadow Skilled Nursing Center
305 Maple Street
East Longmeadow, MA 01028
Attn: Michael Marcus

(n) Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement may not be modified or amended except by mutual consent of the parties, and any such modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to, and become a part of, this Agreement.

The parties have executed this Agreement as of the day, month and year first written above.

HOSPICE LIFE CARE:

By: Paula Boss

Name: Paula Boss

Title: Executive Director

East Longmeadow Skilled Nursing Center

By: Michael Marcus

Name: Michael Marcus

Title: Administrator

2. EXHIBIT 2

SURVEY COMPLIANCE AND FINANCIALS

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 07/27/2016
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 225331	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____		(X3) DATE SURVEY COMPLETED R 07/19/2016
NAME OF PROVIDER OR SUPPLIER EAST LONGMEADOW SKILLED NURSING CENTER			STREET ADDRESS, CITY, STATE, ZIP CODE 305 MAPLE STREET EAST LONGMEADOW, MA 01028		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE	
F000	INITIAL COMMENTS Based on follow-up, it was determined the deficient practices associated with this survey event were corrected.	F000			

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Electronically Signed

07/27/2016

Any Deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of the survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

This form is a printed electronic version of the CMS 2567L. It contains all the information found on the standard document in much the same form. This electronic form once printed and signed by the facility administrator and appropriately posted will satisfy the CMS requirement to post survey information found on the CMS 2567L.

POST-CERTIFICATION REVISIT REPORT

PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: <div style="text-align: center;">225331</div>	MULTIPLE CONSTRUCTION A. Building _____ B. Wing _____	DATE OF REVISIT <div style="text-align: center;">07/19/2016</div>
Y1	Y2	Y3
NAME OF FACILITY EAST LONGMEADOW SKILLED NURSING CENTER		STREET ADDRESS, CITY, STATE, ZIP CODE 305 MAPLE STREET EAST LONGMEADOW, MA 01028

This report is completed by a qualified State surveyor for the Medicare, Medicaid and/ or Clinical Laboratory Improvement Amendments program, to show those deficiencies previously reported on the CMS-2567, Statement of Deficiencies and Plan of Correction that have been corrected and the date such corrective action was accomplished. Each deficiency should be fully identified using either the regulation or LSC provision number and the identification prefix code previously shown on the CMS-2567 (prefix codes shown to the left of each requirement on the survey report form).

ITEM Y4	DATE Y5	ITEM Y4	DATE Y5	ITEM Y4	DATE Y5
ID Prefix <u>F0157</u>	Correction	ID Prefix <u>F0167</u>	Correction	ID Prefix <u>F0252</u>	Correction
Reg. # <u>483.10(b)(11)</u>	Completed	Reg. # <u>483.10(g)(1)</u>	Completed	Reg. # <u>483.15(h)(1)</u>	Completed
LSC _____	<u>07/17/2016</u>	LSC _____	<u>07/17/2016</u>	LSC _____	<u>07/17/2016</u>
ID Prefix <u>F0278</u>	Correction	ID Prefix <u>F0282</u>	Correction	ID Prefix <u>F0313</u>	Correction
Reg. # <u>483.20(g) - (j)</u>	Completed	Reg. # <u>483.20(k)(3)(II)</u>	Completed	Reg. # <u>483.25(b)</u>	Completed
LSC _____	<u>07/17/2016</u>	LSC _____	<u>07/17/2016</u>	LSC _____	<u>07/17/2016</u>
ID Prefix <u>F0315</u>	Correction	ID Prefix <u>F0332</u>	Correction	ID Prefix <u>F0514</u>	Correction
Reg. # <u>483.25(d)</u>	Completed	Reg. # <u>483.25(m)(1)</u>	Completed	Reg. # <u>483.75(l)(1)</u>	Completed
LSC _____	<u>07/17/2016</u>	LSC _____	<u>07/17/2016</u>	LSC _____	<u>07/17/2016</u>
ID Prefix _____	Correction	ID Prefix _____	Correction	ID Prefix _____	Correction
Reg. # _____	Completed	Reg. # _____	Completed	Reg. # _____	Completed
LSC _____		LSC _____		LSC _____	
ID Prefix _____	Correction	ID Prefix _____	Correction	ID Prefix _____	Correction
Reg. # _____	Completed	Reg. # _____	Completed	Reg. # _____	Completed
LSC _____		LSC _____		LSC _____	

REVIEWED BY STATE AGENCY <input type="checkbox"/>	REVIEWED BY (INITIALS) _____	DATE _____	SIGNATURE OF SURVEYOR Smith, Stephen F.	DATE 07/19/2016
REVIEWED BY CMS RO <input type="checkbox"/>	REVIEWED BY (INITIALS) _____	DATE _____	TITLE SOCIAL WORKER	

FOLLOWUP TO SURVEY COMPLETED ON 06/02/2016	<input type="checkbox"/> CHECK FOR ANY UNCORRECTED DEFICIENCIES. WAS A SUMMARY OF UNCORRECTED DEFICIENCIES (CMS-2567) SENT TO THE FACILITY? <input type="checkbox"/> YES <input type="checkbox"/> NO
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DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 07/27/2016
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 225331	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____	(X3) DATE SURVEY COMPLETED 06/02/2016
NAME OF PROVIDER OR SUPPLIER EAST LONGMEADOW SKILLED NURSING CENTER			STREET ADDRESS, CITY, STATE, ZIP CODE 305 MAPLE STREET EAST LONGMEADOW, MA 01028	
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
F157 SS=D	<p>483.10(b)(11) NOTIFY OF CHANGES (INJURY/DECLINE/ROOM, ETC)</p> <p>A facility must immediately inform the resident; consult with the resident's physician; and if known, notify the resident's legal representative or an interested family member when there is an accident involving the resident which results in injury and has the potential for requiring physician intervention; 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); 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); or a decision to transfer or discharge the resident from the facility as specified in 483.12(a).</p> <p>The facility must also promptly notify the resident and, if known, the resident's legal representative or interested family member when there is a change in room or roommate assignment as specified in 483.15(e)(2); or a change in resident rights under Federal or State law or regulations as specified in paragraph (b)(1) of this section.</p> <p>The facility must record and periodically update the address and phone number of the resident's legal representative or interested family member.</p> <p>This REQUIREMENT is not met as evidenced by:</p> <p>Based on interview and record review, the facility failed to inform the Physician that the resident exceeded his/her Fluid Restriction (FR)</p>	F157	<p>Resident #19s attending physician was notified on 6/2/16 of intake in excess of the ordered 1500 fluid restriction on the dates of 5/5/16 (180 cc/6 ounces), 5/9/16 (240cc/8 ounces), 5/14/16 (250cc/8.33 ounces), 5/16/16 330cc/11 ounces, and 5/23/16 360 cc/12 ounces. There were no assessed symptoms of sodium imbalance, excessive urinary output in relation to SIADH or cardiac symptoms of excess fluid intake. (Please see exhibit 157-1 Physician Notification).</p> <p>Other residents on fluid restriction were reviewed to ensure that Intake and Output documentation reflected physician notification if the resident exceeded the ordered restriction. (Please see exhibit 157-2 (Audit Tool Residents on Fluid Restriction).</p> <p>Nurses and Certified Nursing Assistants will be educated on Intake and Output monitoring, daily review of documentation of Intake and Output, and the requirement to notify the physician of when a resident exceeds the ordered fluid restriction. (Please see exhibit 157-3 (Nursing Education Provided and Attendance records).</p> <p>Residents on fluid restriction will have their Intake and Output records reviewed daily by a licensed nurse with overages reported to the attending physician for further review. The Unit Manager or designee will review Intake and Output records for resident's fluid restriction, twice a week for three months. Results will be documented on the Audit Tool (please refer to exhibit 157-2). Results of Unit Manager/designee audits will be reviewed by the Director of Nursing weekly for three months to ensure physician notification</p>	7/17/16

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Electronically Signed

06/15/2016

Any Deficiency statement ending with an asterisk (*) denotes a deficiency which the Institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See Instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of the survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

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NAME OF PROVIDER OR SUPPLIER EAST LONGMEADOW SKILLED NURSING CENTER			STREET ADDRESS, CITY, STATE, ZIP CODE 305 MAPLE STREET EAST LONGMEADOW, MA 01028	
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F157	<p>Continued From page 1 for 1 resident (#19) out of a total sample of 22 residents. Findings include:</p> <p>Review of facility policy for Fluid Restriction, revision date of 1/2009, indicated residents who are found to be noncompliant with the fluid restriction will be monitored for adverse effects and the attending Physician will be notified.</p> <p>Resident #19 was admitted to the facility 10/2015 with diagnoses of Muscle Weakness, Osteoarthritis, and Hyponatremia (low sodium).</p> <p>Review of the resident's care plan, dated 10/3/15, indicated the resident was at risk for dehydration and a fluid volume deficit related to Syndrome of Inappropriate Antidiuretic Hormone Secretion (SIADH) which causes Hyponatremia (low sodium).</p> <p>Review of the Physician's order for 5/2016 indicated the resident was to have a FR of 1500 cc (cubic centimeter)/day.</p> <p>Review of the Intake and Output (I&O) Record for 5/2106 indicated 8 days in which the resident received above his/her fluid restriction, and that on 5/31/16 there was no documentation of the fluid I&O.</p> <p>Review of the Physician's last progress note dated 5/18/16 indicated that the resident was on 1500 cc FR.</p> <p>During an interview on 6/2/16 at 8:40 A.M. with the UM #1, the Surveyor asked what if a resident were to exceed his/her allotted fluid intake. UM#1 said that staff would notify the Physician or Nurse Practitioner, and monitor cardiac status for shortness of breath, edema and weight. The Surveyor asked UM #1 if the</p>	F157	<p>occurred. The Director of Nursing will report audit results to the Performance Improvement Committee monthly for three months. Committee recommendations will be implemented as appropriate.</p>	

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

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F157	Continued From page 2 resident was noncompliant with FR and UM #1 said "No". The Surveyor reviewed the Intake/Output Record with UM #1, and UM#1 said that the facility had a Caretracker I/O Detail Report. According to the Caretracker report for 5/2016, the resident went over the fluid restriction 14 days out of 31 days. Further review in comparing the the I&O Record with the Caretracker I/O Detail Report, indicated there were many discrepancies between them, including: -Caretracker on 5/5/16 was 1680 cc and Intake/Output was 1580 cc -Caretracker on 5/9/16 was 1740 cc and Intake/Output was 1620 cc -Caretracker on 5/14/16 was 1750 cc and Intake/Output was 1640 cc -Caretracker on 5/16/16 was 1830 cc and Intake/Output was 1590 cc -Caretracker on 5/23/16 was 1860 cc and Intake/Output was 1740 cc Surveyor then asked UM #1 to provide documentation that the Physician was notified when the resident exceeded the amount of fluid ordered. UM #1 said that she would look in overflow documentation as there were no Nurses Notes indicating the Physician had been notified of the excess fluid intake. No further documentation was received by the Surveyor.	F157		
F167 SS=C	483.10(g)(1) RIGHT TO SURVEY RESULTS - READILY ACCESSIBLE A resident has the right to examine the results of the most recent survey of the facility conducted by Federal or State surveyors and any plan of correction in effect with respect to the facility. The facility must make the results available for	F167	A book is available in the Main Lobby with survey results for resident/public review. The plan of correction for a complaint investigation conducted on 2/11/16 was placed in the survey results book immediately upon notification on 5/31/16 that the results were not available to residents and the public. The results of the most recent survey (06/02/2016) with plan of	7/17/16

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F167	<p>Continued From page 3 examination and must post in a place readily accessible to residents and must post a notice of their availability.</p> <p>This REQUIREMENT is not met as evidenced by:</p> <p>Based on observation and staff interview, the facility failed to make the results and plan of correction for a complaint investigation available for examination. Findings include:</p> <p>During environmental tours of the facility on 5/29/16 from 8:45 A.M. to 9:00 A.M., and on 5/31/16 from 2:00 P.M. to 2:30 P.M., and at 2:35 P.M. with the Administrator, the Surveyor observation indicated that the Statement of Deficiency resulting from a complaint investigation on 2/11/16 was not posted in the Survey Book on the table in the facility lobby.</p> <p>During interview on 5/31/16 at 2:35 P.M., the Administrator said the results of the 2/11/16 complaint investigation and resulting plan of correction needed to be posted in the Survey Book.</p>	F167	<p>correction have been posted for resident/public review.</p> <p>The Administrator will be responsible for ensuring the most recent survey results are available to residents and the public.</p> <p>The Administrator/designee will bring the survey book to the monthly Performance Improvement Committee meeting for review to ensure the most recent survey results are in the book.</p>	
F252 SS=E	<p>483.15(h)(1) SAFE/CLEAN/COMFORTABLE/HOMELIKE ENVIRONMENT</p> <p>The facility must provide a safe, clean, comfortable and homelike environment, allowing the resident to use his or her personal belongings to the extent possible.</p> <p>This REQUIREMENT is not met as evidenced by:</p> <p>Based on observation and staff interviews, the facility failed to provide a clean, comfortable and</p>	F252	<p>The wall fans in rooms 301, 307, 311, 314, 315, 318, 320, 321, 323, 324, 325, 328, 329, 303, 331 located on the Cedar Lane unit were cleaned on 6/1/16. The wall fans in rooms 410, 416, 417, 418, 420, 421, 422, 424, 426, 427, 428, 429, 430, 431, and 432 on the Dogwood Terrace unit were cleaned on 6/1/16. The remaining fans not noted above throughout the building were also cleaned on 6/1/16. A cleaning schedule for fans throughout the facility has been established by the Environmental Services Director. (Please see exhibit 252-1 (Fan Cleaning</p>	7/17/16

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NAME OF PROVIDER OR SUPPLIER EAST LONGMEADOW SKILLED NURSING CENTER			STREET ADDRESS, CITY, STATE, ZIP CODE 305 MAPLE STREET EAST LONGMEADOW, MA 01028	
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F252	<p>Continued From page 4 homelike environment on two of three nursing units (Cedar Lane and Dogwood Terrace Nursing Units) for resident rooms. Findings include:</p> <p>Environmental tours on 5/26/16, from 8:45 A.M. to 9:00 A.M., on 5/31/16, from 2:00 P.M. to 3:00 P.M., on 6/1/16, from 9:30 A.M. to 10:20 A.M. and from 10:22 A.M. to 10:30 A.M. with the Administrator, the following were observed:</p> <p>Cedar Lane Unit:</p> <p>The wall fans (blades and metal spoke cover) in 15 out of 23 resident Rooms (#s 301 A&B, 307, 311, 314, 315 B, 318 B, 320 A&B, 321 A, 323 B, 324 B, 325 A&B, 328 A&B, 329 A&B, 330 A&B, and 331 B) were clogged with dust, dirt and debris.</p> <p>The wooden bathroom door in resident Room #324 was splintered with sharp edges at its base.</p> <p>Dogwood Terrace Unit:</p> <p>The wall fans (blades and metal spoke cover) in 15 of 19 resident Rooms (#s 410, 416, 417, 418 B, 420 B, 421, 422 A, 424 A&B, 426 A&B, 427 B, 428 B, 429 A&B, 430 A&B, 431 A, and 432 B) were clogged with dust, dirt and debris.</p> <p>The wooden bathroom door in resident Room #417 was splintered with sharp edges at its base.</p> <p>During interview on 6/1/16 at 10:30 A.M., the Administrator said that housekeeping would immediately address the above resident room fans and wooden doors</p>	F252	<p>Schedule).</p> <p>Fans throughout the facility will be cleaned bi-monthly. The Environmental Service Director will ensure the established cleaning schedule is followed and will review documentation of completed fan cleaning upon receipt (bi-monthly) with the Administrator.</p> <p>The Environmental Services Director or designee will review the results of fan cleaning schedule with the Performance Improvement Committee Monthly for three months. Committee recommendations will be implemented as appropriate.</p> <p>Bathroom doors in rooms in rooms 324 and 417 with sharp edges at the base were attended to immediately. The doors have been replaced. In addition, protective coverings for the doors have been installed to prevent damage caused by wheelchairs entering and exiting the bathroom. Monthly Environmental Rounds will be conducted to ensure damaged wood is repaired. (Please see exhibit 252-2 Environmental Rounds Example).</p> <p>Environmental Services staff and other facility staff have been educated to notify the Environmental Services Department in writing when they discover environmental concerns related to cleanliness of fans or damage to environmental surfaces occurs. (Please see exhibit 252-3 Environmental Service Department Notification of Maintenance Need).</p>	

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NAME OF PROVIDER OR SUPPLIER EAST LONGMEADOW SKILLED NURSING CENTER			STREET ADDRESS, CITY, STATE, ZIP CODE 305 MAPLE STREET EAST LONGMEADOW, MA 01028	
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F278 F278 SS=D	<p>Continued From page 5 483.20(g) - (j) ASSESSMENT ACCURACY/COORDINATION/CERTIFIED</p> <p>The assessment must accurately reflect the resident's status.</p> <p>A registered nurse must conduct or coordinate each assessment with the appropriate participation of health professionals.</p> <p>A registered nurse must sign and certify that the assessment is completed.</p> <p>Each individual who completes a portion of the assessment must sign and certify the accuracy of that portion of the assessment.</p> <p>Under Medicare and Medicaid, an individual who willfully and knowingly certifies a material and false statement in a resident assessment is subject to a civil money penalty of not more than \$1,000 for each assessment; or an individual who willfully and knowingly causes another individual to certify a material and false statement in a resident assessment is subject to a civil money penalty of not more than \$5,000 for each assessment.</p> <p>Clinical disagreement does not constitute a material and false statement.</p> <p>This REQUIREMENT is not met as evidenced by:</p> <p>Based on record review, observation, resident and staff interviews, the facility failed to ensure the accuracy of the Minimum Data Set (MDS) Assessments for 3 residents (#10, #11 and #17) in a total sample of 22 residents. Findings include:</p>	F278 F278	<p>The MDS for resident 10, 11 and 17 have been modified to accurately reflect their status. (Please refer to exhibit 278-1, 278-2, 278 -3 - MDS Modifications). MDS staff have been re-educated on coding accuracy for hearing aids, eyeglasses, dialysis and weight loss/gain. (Please refer to exhibit 278-4 (MDS Coding Accuracy education and Attendance Record).</p> <p>The Clinical Reimbursement Coordinator will conduct a query of MDS coding of hearing aids, eyeglasses, dialysis and weight loss/gain then compare the query results with the Resident Profiles to ensure residents with hearing aids and eyeglasses and weight loss or gain are properly coded on the MDS. Query and comparison will be conducted monthly for three months. (Please refer to exhibit 278-5 (Example query report and profile comparison report).</p> <p>The CRC will review query results and profile comparison with the Director of Nursing monthly for three months. The CRC will be responsible for completing modifications as indicated.</p> <p>The Director of Nursing will report results of query/profile comparison and the number of modifications required to the Performance Improvement Committee monthly for three months. Committee recommendations will be implemented as appropriate.</p>	7/17/16

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F278	<p>Continued From page 6</p> <p>1. For Resident #10, the facility failed to ensure the accuracy of the Quarterly and Admission MDS Assessments relative to the coding of hearing devices.</p> <p>Resident #10 was admitted to the facility in 6/2013 with diagnoses that included Hypertension, Dementia, and Anxiety.</p> <p>Review of the resident's Admission Notes (of 6/26/13) indicated "Hearing is highly impaired and (he/she) utilizes hearing aids."</p> <p>Review of the resident's Communication Care Plan, from Admission to present indicated the approach to assist with care and use of hearing devices, and provide hearing aides (sic) for family visits.</p> <p>Review of the Quarterly MDS Assessment of 1/13/16 and Annual MDS Assessment of 3/27/16 indicated the resident went from moderately to highly impaired for hearing and inaccurately indicated that the resident had no hearing devices.</p> <p>Observation of the resident on 5/31/16 at 9:20 A.M. and at 10:10 A.M. revealed the resident seated in a straight back chair in the unit's Activity Room dressed with a gait belt around the waist, and no hearing aids were in place.</p> <p>During interview on 5/31/16 at 10:45 A.M., the resident's primary daytime assigned Certified Nursing Assistant(CNA) #5 said that she had never seen the resident with hearing aids.</p> <p>Surveyor observation on 5/31/16 at 11:50 A.M. revealed the resident seated in a straight back chair in the unit Dining Room with a Tabs alarm attached to the resident's clothing, and without</p>	F278		

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F278	<p>Continued From page 7 hearing aids.</p> <p>In response to Surveyor inquiry on 5/31/16 at 11:55 A.M. as to the resident possessing hearing aids, Nurse #5 located the resident's bilateral hearing aids in a container in the Medication Cart.</p> <p>During interview on 5/31/16 at 1:45 P.M., the MDS Coordinator said that facility staff had inaccurately coded the resident for no hearing devices on the Quarterly and Annual MDS Assessments.</p> <p>2. For Resident #11, the facility failed to accurately code the eyeglasses and dialysis on the Quarterly MDS.</p> <p>Resident #11 was admitted to the facility in 12/2015 with diagnoses including End Stage Renal Disease with Hemodialysis and Diabetes Mellitus.</p> <p>Review of the resident's Admission Physician's Orders and 2/2016-6/2/16 Medication Administration Records indicated the resident was to go for dialysis Tuesdays, Thursdays and Saturdays.</p> <p>Review of the Quarterly MDS Assessment of 3/2/16 inaccurately indicated the resident was not coded for eyeglasses and dialysis.</p> <p>Observation of the resident on 5/31/16 at 8:45 A.M., prior to the resident's dialysis, revealed the resident in bed eating breakfast with bifocals on the resident's bedside table. During interview at the time of the observation, the resident, who was described by staff as alert and oriented, said he/she had been going to dialysis since admission and always had eyeglasses due to</p>	F278			

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F278	<p>Continued From page 8 poor eyesight related to diabetes.</p> <p>During interview on 5/31/16 at 10:10 A.M., the MDS Coordinator said the Quarterly MDS Assessment had been coded inaccurately for the resident's eyeglasses and dialysis treatments.</p> <p>3. For Resident #17, the facility failed to accurately code an Admission MDS Assessment relative to weight loss.</p> <p>Resident #17 was admitted to the facility in 10/2015 with diagnoses including Parathyroidism and Gastroesophageal Reflux Disease.</p> <p>Review of the Registered Dietitian's Initial Nutritional History and Assessment, dated 10/29/15, indicated the resident, upon return from an extensive hospitalization, weighed 149.5 pounds, down slightly from last admission.</p> <p>Review of the Admission MDS Assessment, dated 11/3/15, inaccurately indicated the resident had a significant weight loss of 5% or more in the last month and was not on a Physician-prescribed weight loss regimen.</p> <p>The resident's Care Area Assessment for Nutritional Status, dated 11/4/15, indicated "resident has had a weight gain over the last 30 days".</p> <p>During an interview on 6/2/16 at 3:00 P.M., the MDS Coordinator said the Admission MDS was coded incorrectly and there was neither a significant weight loss or gain for the resident.</p>	F278			
F282 SS=D	483.20(k)(3)(ii) SERVICES BY QUALIFIED PERSONS/PER CARE PLAN	F282	Resident #8 has a new order for protective boots to be worn while in bed as tolerated.	7/17/16	

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F282	<p>Continued From page 9</p> <p>The services provided or arranged by the facility must be provided by qualified persons in accordance with each resident's written plan of care.</p> <p>This REQUIREMENT is not met as evidenced by:</p> <p>Based on observation, interview and record review, the facility staff failed to follow the plan of care and Physician's orders for 2 residents out of a total sample of 22 residents (#8 and #9). Findings include:</p> <p>1. For Resident #8, the facility staff failed to provide the resident bunny boots, as ordered.</p> <p>Resident #8 was admitted to the facility 10/2008 with diagnoses of Osteoarthritis and Depression.</p> <p>Record review of Physician's orders for 5/2016 indicated that staff were to apply bunny boots (protective boots) to bilateral heels (to be) worn all day.</p> <p>During a surveyor observation on 5/26/16 at 2:15 P.M., Resident #8 was in his/her room in a recliner with no bunny boots on either foot.</p> <p>During a surveyor observation on 5/27/16 at 1:00 P.M., the resident was in recliner with no bunny boots on either foot.</p> <p>During surveyor observation on 5/31/16 at 9:20 A.M., the resident was in activity room across from nurses station in recliner with no bunny boots on.</p> <p>During an interview on 5/31/16 at 11:45 A.M., Unit Manager #1 said the resident's bunny boots</p>	F282	<p>(Please see exhibit 282-1 (Physician Order).</p> <p>Resident #9 physician was notified that the resident did not receive Vitamin D 2000 IU during April as ordered. The resident is currently receiving Vitamin D 2000 IU daily. (Please see exhibit 282-2 (Physician Order to continue Vitamin D).</p> <p>Nursing staff have been re-educated on following the physicians orders, obtaining clarification orders when staff are not certain of application times for protective equipment and the monthly editing process. (Please see exhibit 282-3 Nursing Education and attendance).</p> <p>The Director of Nursing or designee will randomly audit 12 residents physician orders for accuracy and clarity including accuracy of editing monthly for three months. (Please see exhibit 282-4 Sample Audit Tool.</p> <p>The Director of Nursing will review results of random audits will be reviewed with the Performance Improvement Committee monthly for three months. Committee recommendations will be implemented as appropriate.</p>	

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F282	Continued From page 10 had not been applied during the day as staff were confused as to when to apply them. She said that the resident did not have the bunny boots on that morning. 2. For Resident #9, the facility's staff failed to follow the Physician's order for Vitamin D administration. Resident #9 was admitted to the facility 12/2011 with diagnoses of Osteoarthritis and Alzheimer's. Review of the Physician's Telephone Order, dated 3/18/16, indicated to start Vitamin D 2000 units by mouth daily. Review of the Medication Administration Record (MAR) for 3/2016 indicated the order was transcribed appropriately. Review of MAR for 4/2016 Indicated there was no order for Vitamin D 2000 units by mouth daily. During an interview on 5/26/16 at 3:50 P.M., UM #2 confirmed the MAR for 4/2016 did not have the Vitamin D 2000 units by mouth daily order, and that it was a medication error in which the resident did not receive Vitamin D as prescribed for 30 days. Please refer to F 514	F282		
F313 SS=D	483.25(b) TREATMENT/DEVICES TO MAINTAIN HEARING/VISION To ensure that residents receive proper treatment and assistive devices to maintain vision and hearing abilities, the facility must, if necessary, assist the resident in making appointments, and by arranging for transportation to and from the office of a	F313	Resident #10 family has declined eye examination/vision services provided at the facility. The family has been contacted again to request permission to obtain an eye examination. The resident is being provided with the bifocals that are available on a daily basis, as tolerated, while out of bed. (Please see exhibit 313-1 Declination of Vision Services and 313-2 Acceptance	7/17/16

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F313	<p>Continued From page 11 practitioner specializing in the treatment of vision or hearing impairment or the office of a professional specializing in the provision of vision or hearing assistive devices.</p> <p>This REQUIREMENT is not met as evidenced by:</p> <p>Based on observation, record review and interview, the facility failed to ensure proper treatment and assistive devices to maintain vision for 1 of 22 sampled residents (#10). Findings include:</p> <p>For Resident #10, the facility failed to provide the resident with vision devices.</p> <p>Resident #10 was admitted to the facility in 6/2013 with diagnoses that included Hypertension, Dementia, and Anxiety.</p> <p>Review of the resident's Admission Notes (of 6/26/13) indicated "Vision is adequate with glasses."</p> <p>Review of the Quarterly Minimum Data Set (MDS) Assessment of 1/13/16 and Annual MDS Assessment of 3/27/16 indicated the resident had communication issues, no vision impairments and wore vision devices, had short and long term memory loss, was severely impaired cognitively, was physically abusive 1-3 days in the last 7 days, required extensive assistance of two for Activities of Daily Living including eating, and was incontinent of bowel and bladder.</p> <p>The resident's Profile History Report (Certified Nursing Aide Care Summary), dated 5/31/16, indicated no approach for the resident's vision</p>	F313	<p>of Vision Services).</p> <p>Other residents that wear eyeglasses have been reviewed to ensure their vision devices are included on their Resident Profile and vision devices/eyeglasses are provided daily. The Resident Roster Vision Devices was compared with the MDS query of Vision Devices, and then the resident was observed to determine availability of eyeglasses. Resident records were audited to determine if vision exams were/are provided and current status.</p> <p>The Unit Manager or designee will complete the Vision Audit (Please see exhibit 313-3 (Sample Vision Audit) monthly for 3 months and forward results to the Director of Nursing for review. The Director of Nursing will present results of the Vision Audits to the Performance Improvement Committee monthly for three months. Committee recommendations will be implemented as appropriate.</p>		

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F313	<p>Continued From page 12 needs nor that the resident had glasses.</p> <p>Review of the clinical record indicated the resident had not received eye services.</p> <p>Observation of the resident on 5/31/16 at 9:20 A.M. and at 10:10 A.M. revealed the resident seated in a straight back chair in the unit's Activity Room dressed with a gait belt around the waist, and no eyeglasses affixed to the resident.</p> <p>During interview on 5/31/16 at 10:45 A.M., the resident's primary daytime assigned Certified Nursing Assistant(CNA) #5 said that she had never seen the resident with eyeglasses on in the last year, and had no knowledge if the resident possessed vision wear.</p> <p>Surveyor observation on 5/31/16 at 11:50 A.M. revealed the resident seated in a straight back chair in the unit Dining Room with a Tabs alarm attached to the resident's clothing, and without eyeglasses on.</p> <p>Upon Surveyor inquiry on 5/31/16 at 11:55 A.M. as to the resident possessing eyeglasses. Nurse #5 located the resident's bifocals in the Medication Cart along with the resident's Hearing Aids.</p> <p>During interview on 5/31/16 at 1:55 P.M., Unit Manager (UM) #1 said that facility staff had not developed a plan of care or treatment for the resident's vision needs and eyeglass administration.</p>	F313		
F315 SS=D	<p>483.25(d) NO CATHETER, PREVENT UTI, RESTORE BLADDER</p> <p>Based on the resident's comprehensive</p>	F315	<p>Resident #1 had an assessment of urinary continence, a three day bladder pattern and a urinary care plan implemented. (Please see exhibit 315-1 assessment,</p>	7/17/16

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F315	<p>Continued From page 13</p> <p>assessment, the facility must ensure that a resident who enters the facility without an indwelling catheter is not catheterized unless the resident's clinical condition demonstrates that catheterization was necessary; and a resident who is incontinent of bladder receives appropriate treatment and services to prevent urinary tract infections and to restore as much normal bladder function as possible.</p> <p>This REQUIREMENT is not met as evidenced by:</p> <p>Resident #1 was admitted to the facility 4/2016 with diagnoses of acute back, bilateral hip pain, and compression fracture.</p> <p>Review of the admission MDS dated 5/3/16 indicated the Brief Interview for Mental Status (BIMS) score was 13 out of 15 which indicated the resident was cognitively intact. Further review indicated the resident was frequently incontinent of bowel and always incontinent of urine.</p> <p>Review of CNA Care Card dated 4/26/16 indicated the resident was continent of bowel and bladder.</p> <p>Review of CNA flow sheets for 4/2016 and 5/2016 indicated the resident had 19 days of incontinence episodes.</p> <p>Review of the Bladder and Bowel Evaluation dated 5/7/16 indicated the resident was continent of bowel and incontinent of bladder. Further review indicated the resident had a lack of mobility, was alert and oriented, ambulates with assist and independent in wheelchair.</p> <p>Review of the Bladder and Bowel 3 Day</p>	F315	<p>pattern, care plan)</p> <p>Other residents urinary status was audited to ensure an assessment, pattern and care plan was developed if appropriate. (Please see exhibit 315-2 (Sample Audit Tool)).</p> <p>The Unit Manager or designee will audit urinary status monthly for three months to ensure resident assessment of urinary status has been completed, a determination has been made if the resident is continent or incontinent and if incontinent of urine an assessment, 3 day pattern and care plan has been completed. The audits will be forwarded to the Director of Nursing for review.</p> <p>The Director of Nursing will report results of the urinary status audits to the Performance Improvement Committee monthly for three months. Committee recommendations will be implemented as appropriate.</p>		

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(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE	
F315	Continued From page 14 Observation indicated the resident was continent, and there was no Evaluation of the 3 Day Observation. During an interview regarding resident's documentation of incontinence on 5/18/16 at 10:55 A.M., DON said there was no care plan for incontinence. The MDS and GNA flow sheets indicated the resident was incontinent despite the 3 Day indicating resident was continent, and there was no summary after the 3 Day pattern completion.	F315			
F332 SS=D	483.25(m)(1) FREE OF MEDICATION ERROR RATES OF 5% OR MORE The facility must ensure that it is free of medication error rates of five percent or greater. This REQUIREMENT is not met as evidenced by: Based on observation, record review and interview, the facility failed to ensure that it was free from medication error rate of 5% or greater for 2 of 2 Non-Sampled (NS) Residents (NS #1 and NS #2). Findings include: 1. During a medication observation pass on 5/26/16 at 4:15 P.M. with Nurse #4, Surveyor observed Famotidine (acid reducer) 20 milligrams (mg) by mouth given to NS #1. During the medication reconciliation review, a Physician's Telephone order indicated on 5/19/16 Famotidine 20 mg by mouth twice daily 9 a (9:00 A.M.) and 9 p (9:00 P.M.). Review of the Medication Administration Record (MAR) for 5/2016 indicated hand written transcription of Famotidine 20 mg by mouth	F332	NS #1 order for Famotidine 20 mg by mouth twice daily at 9 AM and 9 PM has been re-written. (Please see exhibit 332-1 physician order). NS#2 (Nurse #1 has been educated regarding the administration of Docusate Sodium 100 mg (a stool softener), how to identify the correct medication and the difference between Docusate Sodium and Docusate Sodium with Senna combination. (Please see exhibit 332-2 (Nurse education and attendance record). Other nurses have received education on medication administration accuracy. (Please see exhibit 332 (3 nursing education and attendance record). The Staff Education Director or designee will conduct 5 random medication administration competency observations each month for three months. (Please see exhibit 332-2 (Sample medication administration competency observation tool. The Staff Education Director will report the results of medication administration competency observations to the Performance Improvement Committee monthly for three months. Committee	7/17/16	

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

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F332	Continued From page 15 twice daily at 9 a and 9 p, with the 9 p crossed out and 5 p was written over it. During an interview on 5/26/16 at 4:25 P.M., Unit Manager #2 said that staff should have clarified and rewrote the order. She would call and clarify the times for the Famotidine administration. 2. During medication pass observation on 5/27/16 at 8:57 A.M. with Nurse #1, the surveyor observed Nurse #1 administer to Resident NS #2 one Stool Softener and Laxative 8.6 mg/50 mg tablet by mouth. During medication reconciliation review of the Physician's orders and 5/2016 MAR, both indicated the order for Docusate Sodium 100 mg capsule one by mouth twice daily. During an interview on 5/27/16 at 9:15 A.M., Nurse #1 said she did not realize that she had given the incorrect medication. Nurse #1 reviewed the MAR with the bottle of medication that she had given, and then realized she had given the wrong medication to NS#2.	F332	recommendations will be implemented as appropriate.	
F514 SS=D	483.75(I)(1) RES RECORDS-COMplete/ACCURATE/ACCESSIBLE The facility must maintain clinical records on each resident in accordance with accepted professional standards and practices that are complete; accurately documented; readily accessible; and systematically organized. The clinical record must contain sufficient information to identify the resident; a record of the resident's assessments; the plan of care and services provided; the results of any preadmission screening conducted by the State; and progress notes.	F514	Resident #9 clinical record accurately indicates the ordered Vitamin D 2000 IU by mouth, daily as ordered. (Please see exhibit 514-1 (Monthly Medication Administration Record MAR Vitamin D). Resident #22 has been discharged from the facility. (Please see exhibit 514-2 Resident #22 discharge order). Other resident medication profiles have been reviewed for accuracy by the Consultant Pharmacist. Facility staff members with documentation responsibilities have been educated on maintaining clinical records on each resident in accordance with accepted	7/17/16

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F514	<p>Continued From page 16</p> <p>This REQUIREMENT is not met as evidenced by:</p> <p>Based on interview and record review, the facility staff failed to maintain complete and accurate clinical records for 2 of 22 sampled residents (#9 and #22). Findings include:</p> <p>1. For Resident #9, the facility staff failed to accurately document for Vitamin D administration.</p> <p>Resident #9 was admitted to the facility 12/2011 with diagnoses of Alzheimer's and Osteoarthritis.</p> <p>Review of the Physician's Telephone Order, dated 3/18/16, indicated to start Vitamin D 2000 units by mouth daily.</p> <p>Review of MAR for 4/2016 indicated there was no order for Vitamin D 2000 units by mouth daily.</p> <p>Review of the MAR for 5/2016 indicated the order for Vitamin D 2000 units by mouth daily.</p> <p>During an interview on 5/26/16 at 3:50 P.M. UM #2 confirmed the MAR for 4/2016 did not have the ordered Vitamin D, and that it was a medication error in which the resident did not receive Vitamin D as prescribed for 30 days in 4/2016.</p> <p>2. For Resident #22, the facility staff failed to accurately edit pain medication and administration, as well as clarify the route for administering an antidepressant and Vitamin D.</p> <p>Resident #22 was admitted to the facility 2/2016 with a diagnosis of Chronic Back pain.</p>	F514	<p>professional standards and practices that are complete; accurately documented; readily accessible and systematically organized. (Please see exhibit 514-3 education and attendance record). The Consulting Pharmacist will review Medication Profiles for accuracy on a monthly basis and report findings to the Director of Nursing. The Director of Nursing or designee will randomly review 12 clinical records per month for three months to ensure records are maintained, complete, accurate, readily accessible and systematically organized. The Director of Nursing will report any trends identified in Medical Record Management detected during random audits to the Performance Improvement Committee for three months. Committee recommendations will be implemented as appropriate.</p>	

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F514	<p>Continued From page 17</p> <p>Review of the 3/2016 MAR indicated the order for Morphine (for pain) 30 milligrams (mg) by mouth every 12 hours x (times) 7 days, and Oxycodone (for pain) 15 mg by mouth every 4 hours as needed x 7 days.</p> <p>Review of the 4/2016 MAR indicated the "x 7 days" on both medications were crossed off, and both medications continued beyond the original order for 7 days.</p> <p>Review of the Telephone Orders for 3/2016 and 4/2016 had no evidence to continue the Morphine and Oxycodone orders.</p> <p>Further 3/2016 MAR review indicated Physician's orders for Trazodone (antidepressant) 200 mg daily at hour of sleep and Ergocalciferol (Vitamin D) 50,000 units every Tuesday.</p> <p>Review of the 3/2016 and 4/2016 MARs failed to indicate any clarification for the route for Trazodone and Ergocalciferol.</p> <p>During an interview on 6/1/16 at 10:50 A.M., the Director of Nursing (DON) said staff should have clarified the Morphine and Oxycodone orders to continue the medications and not write over on the MAR, and that the Trazodone and Ergocalciferol orders needed a route added to complete the order.</p>	F514		

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NAME OF PROVIDER OR SUPPLIER EAST LONGMEADOW SKILLED NURSING CENTER			STREET ADDRESS, CITY, STATE, ZIP CODE 305 MAPLE STREET EAST LONGMEADOW, MA 01028	
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
K000	INITIAL COMMENTS LIFE SAFETY CODE 42 CFR 483.70(a) The facility must meet the applicable provisions of the 2000 edition of the "LIFE SAFETY CODE" (LSC) of the "National Fire Protection Association" (NFPA) #101 for an existing building. Form CMS-2786R was completed. Start of Building #1:	K000		
K067 SS=C	NFPA 101 LIFE SAFETY CODE STANDARD Heating, ventilating, and air conditioning comply with the provisions of section 9.2 and are installed in accordance with the manufacturer's specifications. 19.5.2.1, 9.2, NFPA 90A, 19.5.2.2 This STANDARD is not met as evidenced by: Based on observations and confirmed by staff, the facility failed to ensure that the heating, ventilating, and air conditioning systems (HVAC) are maintained in accordance with NFPA 90A. NFPA 90A, Section 3.4.7 requires fusible links (where applicable) on fire dampers to be removed; all dampers to be operated to verify that they fully close; the latch, if provided, to be checked; and moving parts to be lubricated as necessary, at least every 4 years. Findings Include: A review of the facility's fire safety documentation conducted on the morning of	K067	East Longmeadow Skilled Nursing Center has contracted with our HVAC vendor to manually inspect, test and lubricate (if needed) each fire damper in the building. Fusible links will be replaced if necessary. This will be reviewed at Safety Meeting moving forward annually to ensure the testing is not missed moving forward. Will be completed by 8/1/16.	8/1/16 12:

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TITLE

(X6) DATE

Electronically Signed

07/09/2016

Any Deficiency statement ending with an asterisk (*) denotes a deficiency which the Institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of the survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

This form is a printed electronic version of the CMS 2567L. It contains all the information found on the standard document in much the same form. This electronic form once printed and signed by the facility administrator and appropriately posted will satisfy the CMS requirement to post survey information found on the CMS 2567L.

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NAME OF PROVIDER OR SUPPLIER EAST LONGMEADOW SKILLED NURSING CENTER			STREET ADDRESS, CITY, STATE, ZIP CODE 305 MAPLE STREET EAST LONGMEADOW, MA 01028	
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K067	Continued From page 1 6/22/16 indicated that the facility's fire dampers were last serviced/inspected in May of 2011. As a result of the finding the facility is found to be non-compliant with the 4 year requirement as stated in NFPA 90A, Section 3.4.7. The finding was confirmed by the Director of Plant Services and the facility Administrator during the exit conference	K067		
K144 SS=C	NFPA 101 LIFE SAFETY CODE STANDARD Generators inspected weekly and exercised under load for 30 minutes per month and shall be in accordance with NFPA 99 and NFPA 110, 3-4.4.1 and 8-4.2 (NFPA 99), Chapter 6 (NFPA 110) This STANDARD is not met as evidenced by: Based on record review and confirmed by staff interview, the facility failed to ensure that the emergency generator's automatic transfer switches are maintained and tested in accordance with NFPA 110 "Standard for Emergency and Standby Power Systems" 1999 edition. Section 6.3.5 requires transfer switches to be subjected to a maintenance program including connections, inspection or testing for evidence of overheating and excessive contact erosion, removal of dust and dirt, and replacement of contacts when required. Findings Include: A review of the facility's Emergency and Standby Power Systems inspection and maintenance documentation made available on the morning of 8/22/16 indicated that the facility's automatic transfer switches were not maintained as required for the calendar year 2015. Semi-	K144	East Longmeadow Skilled Nursing Center has terminated the contract with our former generator service company in favor of a new contract with Powers Generator. The new contract includes the inspection, testing and cleaning of the transfer switches. Powers generator will be in by 8/1/16 to complete this testing.	8/1/16 12:

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K144	Continued From page 2 annual generator preventative maintenance reports for the year 2015 do not include documentation which indicate that the facility's automatic transfer switches are being maintained in accordance with the requirements of Section 6.3.5 of NFPA 110. The finding was confirmed by the Director of Plant Services and the facility Administrator during the exit conference.	K144			

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NAME OF PROVIDER OR SUPPLIER EAST LONGMEADOW SKILLED NURSING CENTER			STREET ADDRESS, CITY, STATE, ZIP CODE 305 MAPLE STREET EAST LONGMEADOW, MA 01028	
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K000	INITIAL COMMENTS LIFE SAFETY CODE 42 CFR 483.70(a) The facility must meet the applicable provisions of the 2000 edition of the "LIFE SAFETY CODE" (LSC) of the "National Fire Protection Association" (NFPA) #101 for an existing building. Form CMS-2786R was completed. Start of Building # 2:	K000		
K067 SS=C	NFPA 101 LIFE SAFETY CODE STANDARD Heating, ventilating, and air conditioning comply with the provisions of section 9.2 and are installed in accordance with the manufacturer's specifications. 19.5.2.1, 9.2, NFPA 90A, 19.5.2.2 This STANDARD is not met as evidenced by: Based on observations and confirmed by staff, the facility failed to ensure that the heating, ventilating, and air conditioning systems (HVAC) are maintained in accordance with NFPA 90A. NFPA 90A, Section 3.4.7 requires fusible links (where applicable) on fire dampers to be removed; all dampers to be operated to verify that they fully close; the latch, if provided, to be checked; and moving parts to be lubricated as necessary, at least every 4 years. Findings Include: A review of the facility's fire safety documentation conducted on the morning of	K067	East Longmeadow Skilled Nursing Center has contracted with our HVAC vendor to manually inspect, test and lubricate (if needed) each fire damper in the building. Fusible links will be replaced if necessary. This will be reviewed at Safety Meeting moving forward annually to ensure the testing is not missed moving forward. Will be completed by 8/1/16.	8/1/16 12:

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K067	Continued From page 1 6/22/16 indicated that the facility's fire dampers were last serviced/inspected in May of 2011. As a result of the finding the facility is found to be non-compliant with the 4 year requirement as stated in NFPA 90A, Section 3.4.7.	K067		
K144 SS=C	<p>The finding was confirmed by the Director of Plant Services and the facility Administrator during the exit conference</p> <p>NFPA 101 LIFE SAFETY CODE STANDARD</p> <p>Generators inspected weekly and exercised under load for 30 minutes per month and shall be in accordance with NFPA 99 and NFPA 110. 3-4.4.1 and 8-4.2 (NFPA 99), Chapter 6 (NFPA 110)</p> <p>This STANDARD is not met as evidenced by:</p> <p>Based on record review and confirmed by staff interview, the facility failed to ensure that the emergency generator's automatic transfer switches are maintained and tested in accordance with NFPA 110 "Standard for Emergency and Standby Power Systems" 1999 edition. Section 6.3.5 requires transfer switches to be subjected to a maintenance program including connections, inspection or testing for evidence of overheating and excessive contact erosion, removal of dust and dirt, and replacement of contacts when required.</p> <p>Findings Include:</p> <p>A review of the facility's Emergency and Standby Power Systems inspection and maintenance documentation made available on the morning of 6/22/16 indicated that the facility's automatic transfer switches were not maintained as required for the calendar year 2015. Semi-</p>	K144	East Longmeadow Skilled Nursing Center has terminated the contract with our former generator service company in favor of a new contract with Powers Generator. The new contract includes the inspection, testing and cleaning of the transfer switches. Powers generator will be in by 8/1/16 to complete this testing.	8/1/16 12:

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K144	Continued From page 2 annual generator preventative maintenance reports for the year 2015 do not include documentation which indicate that the facility's automatic transfer switches are being maintained in accordance with the requirements of Section 6.3.5 of NFPA 110. The finding was confirmed by the Director of Plant Services and the facility Administrator during the exit conference.	K144		

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**Commonwealth of Massachusetts
Center for Health Information and Analysis**

**Nursing Facility Cost Report
2015 HCF-1**

Facility Name	E. LONGMEADOW SKILLED NURSING CTR
VPN	0919969
Provider ID	110026304C
Balance Sheet Date	12/31/2015
Reporting Period	From: 01/01/2015 To: 12/31/2015
Street Address	305 MAPLE STREET
City	East Longmeadow
Zip	01028
Hospital Based Nursing Facility?	Yes X No
Management Company	BHS Management Services, Inc.
Realty Company	None

Is above information accurate: X Yes No

Telephone	413-525-6361
Fax	413-525-6456
Federal Employee Tax ID Number	042979430

Is above information accurate: X Yes No

Contact Person for this report:

Name	Paul Sinopoli
Firm (if not facility)	BHS Management Services, Inc.
Title	VP Fiscal Services
Street Address	725 North Street
City	Pittsfield
State	MA
Zip	01201
Telephone	413-447-2513
Fax	413-447-2205
E-mail address	bhcsreimb@bhs1.org

Schedule1: General Information

Preparer Information: This section must be completed ONLY if this report is prepared by someone other than an Owner, Partner or Officer.

Firm Name	
Name of Contact	
Title	
Street Address	
City	
State	
Zip	
Telephone	
Fax	
Email address	
Type of Accounting Service Performed	Compilation

Other Business Activities(Check all that apply):

<input type="checkbox"/>	Child Day Care	<input type="checkbox"/>	Outpatient Services
<input type="checkbox"/>	Adult Day Health	<input type="checkbox"/>	Other(describe)
<input type="checkbox"/>	Assisted Living	<input type="checkbox"/>	Other(describe)
<input type="checkbox"/>	Chapter 766 Education	<input type="checkbox"/>	Other(describe)

Legal Status(check one):

<input type="checkbox"/>	Massachusetts Corporation (Chapter 156B)	<input type="checkbox"/>	Sole Proprietorship
<input checked="" type="checkbox"/>	Massachusetts Corporation (Chapter 156B with 501c(3) exemption)	<input type="checkbox"/>	Governmental Entity
<input type="checkbox"/>	Massachusetts Non-Profit Corporation (Chapter 180)	<input type="checkbox"/>	Other For-Profit
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Other Non-Profit
<input type="checkbox"/>	Non Massachusetts Corporation	<input type="checkbox"/>	

Bed Licensure:

Below is the current bed information available at the Center for Health Information and Analysis. If you do not agree with the information listed, please check No below

	1	2	3	4	5
DPH Licensure Date	Skilled Nursing	Residential care	Pediatric	TOTAL (cols 1+2+3)	Constructed Capacity
09/26/1990	119	0	0	119	119

Is above Bed Licensure Information accurate: X Yes No

Please enter the number of operating Medicare beds at the facility at the end of this reporting period: 119

Cost Report Related Questions:

		Yes	No	Description(if required)
1	Is this facility claiming any expenses allocated from a Management Company Report (HCF-3)?	X		
2	Is this facility claiming any expenses from a Realty Company Report (HCF-2-NH)?		X	
3	Does this report contain any accrued expenses which have been either unpaid or unfunded such as, for example, pension costs, self-insured workers' compensation, or any other self-insured expenses?		X	If Yes, the unpaid or unfunded portions should be self-disallowed.
4	Does this report and claim for reimbursement include any amounts for services of non-paid workers as provided for in 114.2 CMR 6.00?		X	If yes, provide a schedule of amounts and account numbers on the Footnotes and Explanations section and send a copy of the required agreement if not previously submitted.
5	Have you reported any individual's salary in more than one account, i.e., cost splitting?	X		If so, explain on the Footnotes and Explanations section, giving method of allocation, amount and account numbers.
6	Have you reported any costs on this HCF-1 that come directly from the management company, in addition to what has been allocated through Schedule 10 of the HCF-3?	X		If Yes, explain in detail in the Footnotes and Explanations section of this report giving the account(s) and the dollar amount(s) of the entry.
7	Except for accruals made pursuant to FASB-43, i.e. vacation and sick time earned but not yet paid, do all accruals represent expenses incurred only during the current reporting period?	X		If No, provide details and explanations on the Footnotes and Explanations section.
8	Were there any additions or renovations subject to a Determination of Need? If so, please describe the project.		X	
9	What is the original date the facility was built?			07/01/1962
10	What was the date and value of the most recent assessed property value of this facility?			Date: Assessed Value: 0

1. Please enter the name(s), address(es) and % share of all direct and indirect Owners with an interest of 5% or more in this facility. See instructions for a definition of "Owner".

Direct or Indirect	ID	Name of Owner(s)	Address	%Share
Direct	O8415	Fairview Extended Care Services, Inc.	725 North Street, Pittsfield, MA 01201	100
Indirect	O8587	Berkshire Healthcare Systems	725 North Street, Pittsfield, MA 01201	100

2. List the name(s) of any Massachusetts nursing homes or rest homes in which the owners listed in item #1 own, directly or indirectly, an interest of 5% or more.

Facility Name	VPN	Name of Owner(s)
FAIRVIEW COMMONS NURG & REH. CTR	0925675	Berkshire Healthcare Systems
HILLCREST COMMONS NURS & REH. CTR	0925683	Berkshire Healthcare Systems
HUNT NURSING AND REHABILITATION CENTER	0919942	Fairview Extended Care Services, Inc.
KIMBALL FARMS NURSING CARE CENTER	0926256	Berkshire Healthcare Systems
MOUNT GREYLOCK EXT. CARE FAC.	0950037	Berkshire Healthcare Systems
NORTH ADAMS COMMONS NRG.&.REH.CTR	0925705	Berkshire Healthcare Systems
PILGRIM REH & SKIL NURS CTR	0919977	Fairview Extended Care Services, Inc.
WILLIAMSTOWN COMMONS N&R CTR	0925691	Berkshire Healthcare Systems
WINDSOR NSG & RET. HOME	0919985	Fairview Extended Care Services, Inc.

3. If not filing an HCF-3 report, list the name(s) of any non-Massachusetts nursing homes or rest homes in which the owners listed in item #1 own, directly or indirectly, an interest of 5% or more.

X Not Applicable

4. List any indebtedness (mortgages, deeds, trust instruments, notes or other financial information) between the facility and any direct or indirect owners listed in item #1. (For example, if the owner borrowed \$x from the facility, report the owner as 'Borrower'. If the facility borrowed \$y from the owner, list the facility as 'Borrower'.

Creditor	Original debt amount	Date Issued	Balance(end of period)	Borrower
Fairview Extended Care Services, inc.	4,122,514	12/31/2014	4,423,209	Berkshire Healthcare Systems, Inc.

5. Indicate any entity, person or related party as defined in REGULATION 114.2 CMR 6.00 and that (a) provides services, facilities, goods and/or supplies to this company; or (b) receives any salary, fee or other compensation from this company. Indicate the amount paid by this company for this reporting year. (Attach addendum if necessary.)

Disclose the name of the owner in Schedule 20 if not on the list.

Entity/Person	Goods / Services	Billing / Compensation	Mark up	Cost	Account Posted	Name of Owner
BHS Management	Mgmt Fees	512,935	2254	510,681	4160.3	Berkshire Healthcare Systems
BHS Management	QA Prof.	29,673	0	29,673	4880.0	Berkshire Healthcare Systems
IntegriNurse	Purchased Serv. Per Diem: RN,LPN, Other Expenses	108,585	0	108,585	6035.1, 6042.1, 4440.0	Berkshire Healthcare Systems
IntegriScript	Pharmacy	393,188	147446	245,742	6522.5, 6524.5, 6520.5	Berkshire Healthcare Systems

6. Has there been any change of ownership during the reporting year? **Yes** **No**

Transaction Date	Purchased From	Purchased by
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7.If the facility is rented and an HCF-2-NH was filed, please enter the name(s), address(es), and % share of all direct and indirect Owners of the realty company with an interest of 5% or more as shown on the HCF-2-NH, Schedule 1, Question #1. See instructions for the definition of "Owner".
X Not Applicable

8.If the facility is rented and an HCF-2-NH was filed, are the owners listed in question 7 related to any non-Massachusetts nursing and/or rest homes?

If Yes, please report facilities on Schedule 1 of HCF-2-NH.

X Not Applicable

9.If the facility is rented and an HCF-2-NH was filed, what is the reporting period of the HCF-2-NH realty company data? These dates should correspond to the HCF-2-NH cost report submitted to the Center.

X Not Applicable

10. Has the realty company changed ownership during the reporting period?

Call the Center at (617)-701-8297 for clarification.

X Not Applicable

Schedule 2: Nursing Expenses

Account	Description	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES AND ADD-BACKS	TOTAL ALLOWABLE EXPENSE
6020.1	Director of Nurses :Salaries	120,254	0	120,254
4426.8	Director of Nurses: Group Life/Health Insurance	8,796	0	8,796
4336.3	Director of Nurses :Pension			
4340.3	Director of Nurses :Benefits Other	968	0	968
4407.2	Director of Nurses :Payroll Taxes	10,003	0	10,003
4427.1	Director of Nurses :Workers' Compensation	289	0	289
9962.3	HCF-3 DON Add-back(HCF-3, Sch.10 part 2) **		0	
4620.0	SUBTOTAL: DIRECTOR OF NURSES	140,310	0	140,310
6030.1	RN: Salaries	713,363	0	713,363
7429.2	RN: Group Life/Health Insurance	52,177	0	52,177
7529.2	RN: Pension			
7629.3	RN: Benefits Other	5,742	0	5,742
7729.2	RN: Payroll Taxes	59,339	0	59,339
7829.3	RN: Workers' Compensation	18,040	0	18,040
4630.0	SUBTOTAL: RN	848,661	0	848,661
6041.1	LPN: Salaries	901,697	0	901,697
7430.2	LPN: Group Life/Health Insurance	65,952	0	65,952
7530.2	LPN: Pension			
7630.3	LPN: Benefits Other	7,257	0	7,257
7730.2	LPN: Payroll Taxes	75,005	0	75,005
7830.3	LPN: Workers' Compensation	22,802	0	22,802
4640.0	SUBTOTAL :LPN	1,072,713	0	1,072,713
6051.1	CNA: Salaries	1,528,000	0	1,528,000
7431.2	CNA: Group Life/Health Insurance	111,761	0	111,761
7531.2	CNA: Pension			
7631.3	CNA: Benefits Other	12,298	0	12,298
7731.2	CNA: Payroll Taxes	127,102	0	127,102
7831.3	CNA: Workers' Compensation	38,640	0	38,640
4650.0	SUBTOTAL :CNA	1,817,801	0	1,817,801
6025.1	DON Purchased Service: Per Diem			
6025.2	DON Purchased Service: Temporary Agency Staff**	0		0
6025.3	SUBTOTAL: DON PURCHASED SERVICE	0		0
6035.1	RN Purchased Service: Per Diem	75,625	0	75,625
6035.2	RN Purchased Service: Temporary Agency Staff**	3,264		3,264
6035.3	SUBTOTAL: RN PURCHASED SERVICE	78,889	0	78,889

Account	Description	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES AND ADD-BACKS	TOTAL ALLOWABLE EXPENSE
6042.1	LPN Purchased Service: Per Diem	10,146	0	10,146
6042.2	LPN Purchased Service: Temporary Agency Staff**	26,289		26,289
6042.3	SUBTOTAL: LPN PURCHASED SERVICE	36,435	0	36,435
6052.1	CNA Purchased Service: Per Diem			
6052.2	CNA Purchased Service: Temporary Agency Staff**	307		307
6052.3	SUBTOTAL: CNA PURCHASED SERVICE	307		307
4306.5	Nurses' Aide Training Administration *			
4306.6	Nursing Other Required Education			
4306.7	Nursing Job Related Education			
3192.0	Nursing Recoverable Revenue **			()
3195.0	Director of Nurses Recoverable Revenue**			()
4660.0	SUBTOTAL : OTHER NURSING			
4610.0	TOTAL NURSING EXPENSES	3,995,116	0	3,995,116

* Non-allowable Expense

** See Instructions

Schedule 3: Administrative and General Expenses

Account	Description	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES AND ADD-BACKS	TOTAL ALLOWABLE EXPENSE
4110.1	Administration: Salaries	115,192	0	115,192
7424.2	Administration: Group Life/Health Insurance	8,423	0	8,423
7524.2	Administration: Pensions			
7624.3	Administration: Benefits Other	927	0	927
7724.2	Administration: Payroll Taxes	9,579	0	9,579
7824.3	Administration: Workers' Compensation	276	0	276
7924.3	Administration: Purchased Service			
9972.0	HCF-3 Administrator Add-back (HCF-3, Sch. 10, part 4)**		()	
4720.0	SUBTOTAL: ADMINISTRATION	134,397	0	134,397
4170.1	Administrator-in-Training: Salaries			
7427.2	Administrator-in-Training: Group Life/Health Insurance			
7527.2	Administrator-in-Training: Pensions			
7627.3	Administrator-in-Training: Benefits Other			
7727.2	Administrator-in-Training: Payroll Taxes			
7827.3	Administrator-in-Training: Workers' Compensation			
7927.3	Administrator-in-Training: Purchased Service			
9971.0	HCF-3 Administrator-in-Training Add-back (HCF-3, Sch. 10, part 4)**		()	
4730.0	SUBTOTAL: ADMINISTRATOR-IN-TRAINING			
4125.1	Officers: Salaries *			
4426.2	Officers: Group Life/Health Insurance *			
7525.2	Officers: Pensions *			
7625.3	Officers: Benefits Other *			
4411.2	Officers: Payroll Taxes *			
4424.2	Officers: Workers' Compensation *			
4339.2	Officers: Profit Sharing and Other Benefits *			
7925.3	Officers: Purchased Service			
4740.0	SUBTOTAL: OFFICERS			
4140.1	Clerical Staff: Salaries	212,749	0	212,749
7426.2	Clerical Staff: Group Life/Health Insurance	15,561	0	15,561
7526.2	Clerical Staff: Pensions			
7626.3	Clerical Staff: Benefits Other	1,712	0	1,712
7726.2	Clerical Staff: Payroll Taxes	17,697	0	17,697
7826.3	Clerical Staff: Workers' Compensation	511	0	511
7926.3	Clerical Staff: Purchased Service			
4750.0	SUBTOTAL: CLERICAL STAFF	248,230	0	248,230

Account	Description	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES AND ADD-BACKS	TOTAL ALLOWABLE EXPENSE
4150.3	EDP/Payroll/Bkkpg Serv.			
4160.3	Management Fees (see HCF-3) *	512,935	512,935	
4160.6	Management Consultants *	26,544	26,544	
4250.5	Office Supplies	37,529	0	37,529
4261.5	Telephone: Phone	37,289	0	37,289
4262.6	Telephone: Directory Advertising *			
4280.5	Travel: Conventions and Meetings			
4295.7	Advertising--Help Wanted	5,574	0	5,574
4298.7	Advertising--Promotional *	27,555	27,555	
4299.7	Direct Care Add-on Recruitment			
4301.7	Licenses and Dues--Pt. Care Related Portion	15,898	0	15,898
4302.3	Licenses and Dues--Promotional, Goodwill, Leg. Port *			
4306.2	Education/Training Administration	3,062	0	3,062
4350.3	Accounting - Appeal Service *			
4360.3	Accounting - other			
4380.3	Legal - Appeal Service *			
4385.7	Legal - DALA Filing Fees *			
4390.7	Legal - Other *	37,032	37,032	
4431.7	Insurance - Malpractice & General Liability	-26,545	0	-26,545
4432.7	Insurance - Keyman insurance *			
4433.7	Insurance - Non-Profit DES Claims A & G Portion			
4440.0	Other expenses (description required in Footnotes and Explanations)	1,790	-21,024	22,814
9502.3	HCF-2-NH Other Exp. Add-back (Schedule 24) **		()	
9960.3	HCF-3 Allocated A & G (HCF-3, Sch. 10)**		(494,211)	494,211
9961.3	HCF-3 Allocated Fixed Cost (HCF-3, Sch.10) **		(16,470)	16,470
3191.0	A&G Recoverable Income **		4,007	(4,007)
4760.0	SUBTOTAL: OTHER A&G	678,663	76,368	602,295
4710.0	TOTAL ADMINISTRATIVE & GENERAL EXPENSES	1,061,290	76,368	984,922

* Non-allowable Expense

** See Instructions

Schedule 4: Variable Expenses

Account	Description	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES AND ADD-BACKS	TOTAL ALLOWABLE EXPENSE
4306.1	Staff Development Coordinator: Salaries	65,090	0	65,090
7410.2	Staff Dev. Coord.:Group Life/Health Insurance	4,761	0	4,761
7510.2	Staff Dev. Coord.: Pensions			
7610.3	Staff Dev. Coord.: Benefits Other	524	0	524
7710.2	Staff Dev. Coord.: Payroll Taxes	5,414	0	5,414
7810.3	Staff Dev. Coord.: Workers' Compensation	1,646	0	1,646
7910.3	Staff Dev. Coord.: Purchased Service			
4820.0	SUBTOTAL: STAFF DEV. COORD.	77,435	0	77,435
5105.1	Plant Operation: Salaries	89,053	0	89,053
7411.2	Plant Operation:Group Life/Health Insurance	6,514	0	6,514
7511.2	Plant Operation: Pensions			
7611.3	Plant Operation: Benefits Other	717	0	717
7711.2	Plant Operation: Payroll Taxes	7,408	0	7,408
7811.3	Plant Operation: Workers' Compensation	2,252	0	2,252
5110.3	Plant Operation: Purchased Service	68,385	0	68,385
5115.5	Plant Operation: Supplies and Expenses	26,593	0	26,593
5120.5	Plant Operation: Utilities	140,670	0	140,670
5130.7	Plant Operation: Repairs	12,163	0	12,163
9502.4	HCF-2-NH Utilities/Plant Operations Add-back (Schedule 24) **		()	
4830.0	SUBTOTAL: PLANT OPERATION	353,755	0	353,755
5205.1	Dietary: Salaries	318,527	0	318,527
7412.2	Dietary: Group Life/Health Insurance	23,298	0	23,298
7512.2	Dietary: Pensions			
7612.3	Dietary: Benefits Other	2,564	0	2,564
7712.2	Dietary: Payroll Taxes	26,496	0	26,496
7812.3	Dietary: Workers' Compensation	8,055	0	8,055
5220.5	Dietary: Food	256,736	0	256,736
5221.3	Dietary: Purchased Service	2,326	0	2,326
5235.5	Dietary: Supplies and Expenses	28,707	0	28,707
4840.0	SUBTOTAL: DIETARY	666,709	0	666,709
5231.1	Dietician: Salaries	32,370	0	32,370
7413.2	Dietician: Group Life/Health Insurance	2,368	0	2,368
7513.2	Dietician: Pensions			
7613.3	Dietician: Benefits Other	261	0	261
7713.2	Dietician: Payroll Taxes	2,693	0	2,693
7813.3	Dietician: Workers' Compensation	819	0	819
5233.3	Dietician: Purchased Service			
9967.0	HCF-3 Dietician Add-back (HCF-3, Sch. 10, part 3)**		0	
4850.0	SUBTOTAL: DIETICIAN	38,511	0	38,511

Account	Description	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES AND ADD-BACKS	TOTAL ALLOWABLE EXPENSE
5310.1	Laundry: Salaries	72,236	0	72,236
7414.2	Laundry: Group Life/Health Insurance	5,283	0	5,283
7514.2	Laundry: Pensions			
7614.3	Laundry: Benefits Other	581	0	581
7714.2	Laundry: Payroll Taxes	6,009	0	6,009
7814.3	Laundry: Workers' Compensation	1,827	0	1,827
5320.3	Laundry: Purchased Service	0	0	0
5330.5	Laundry: Supplies and Expenses	17,315	0	17,315
5340.5	Laundry: Linen and Bedding	7,849	0	7,849
4860.0	SUBTOTAL: LAUNDRY	111,100	0	111,100
5410.1	Housekeeping: Salaries	139,896	0	139,896
7415.2	Housekeeping: Group Life/Health Insurance	10,232	0	10,232
7515.2	Housekeeping: Pensions			
7615.3	Housekeeping: Benefits Other	1,126	0	1,126
7715.2	Housekeeping: Payroll Taxes	11,637	0	11,637
7815.3	Housekeeping: Workers' Compensation	3,536	0	3,536
5415.3	Housekeeping: Purchased Service	0	0	0
5420.5	Housekeeping: Supplies and Expenses	28,649	0	28,649
4870.0	SUBTOTAL: HOUSEKEEPING	195,076	0	195,076
6504.1	QA Professional: Salaries	22,685	0	22,685
7416.2	QA Professional: Group Life/Health Insurance	5,285	0	5,285
7516.2	QA Professional: Pensions	0	0	0
7616.3	QA Professional: Benefits Other	0	0	0
7716.2	QA Professional: Payroll Taxes	1,667	0	1,667
7816.3	QA Professional: Workers' Compensation	36	0	36
7916.3	QA Professional: Purchased Service			
9969.0	HCF-3 QA Professional Add-back (HCF-3, Sch. 10, part 3)**		0	
4880.0	SUBTOTAL: QA PROFESSIONAL	29,673	0	29,673
6505.1	Ward Clerks & Medical Records Librarian: Salaries	34,003	0	34,003
7417.2	Ward Clerk & Med Rec Lib:Group Life/Health Insurance	2,487	0	2,487
7517.2	Ward Clerk & Med Rec Lib: Pensions			
7617.3	Ward Clerk & Med Rec Lib: Benefits Other	274	0	274
7717.2	Ward Clerk & Med Rec Lib: Payroll Taxes	2,828	0	2,828
7817.3	Ward Clerk & Med Rec Lib: Workers' Compensation	860	0	860
7917.3	Ward Clerk & Med Rec Lib: Purchased Service			
4890.0	SUBTOTAL: WARD CLERK & MED REC LIBRARIAN	40,452	0	40,452

Account	Description	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES AND ADD-BACKS	TOTAL ALLOWABLE EXPENSE
6506.1	MMQ Evaluation Nurse: Salaries	50,878	0	50,878
7418.2	MMQ Evaluation Nurse:Group Life/Health Insurance	3,721	0	3,721
7518.2	MMQ Evaluation Nurse: Pensions	0	0	0
7618.3	MMQ Evaluation Nurse: Benefits Other	409	0	409
7718.2	MMQ Evaluation Nurse: Payroll Taxes	4,232	0	4,232
7818.3	MMQ Evaluation Nurse: Workers' Compensation	1,287	0	1,287
7918.3	MMQ Evaluation Nurse: Purchased Service			
4900.0	SUBTOTAL: MMQ EVALUATION NURSE	60,527	0	60,527
6508.1	MDS Coordinator: Salaries	80,577	0	80,577
7432.2	MDS Coordinator:Group Life/Health Insurance	5,894	0	5,894
7532.2	MDS Coordinator: Pensions	0	0	0
7632.3	MDS Coordinator: Benefits Other	649	0	649
7732.2	MDS Coordinator: Payroll Taxes	6,703	0	6,703
7832.3	MDS Coordinator: Workers' Compensation	2,038	0	2,038
7932.3	MDS Coordinator: Purchased Service	0	0	0
4910.0	SUBTOTAL:MDS COORDINATOR	95,861	0	95,861
6540.0	Social Service Worker: Salaries	129,485	0	129,485
7420.2	Social Service Worker:Group Life/Health Insurance	9,471	0	9,471
7520.2	Social Service Worker: Pensions	0	0	0
7620.3	Social Service Worker: Benefits Other	1,042	0	1,042
7720.2	Social Service Worker: Payroll Taxes	10,771	0	10,771
7820.3	Social Service Worker: Workers' Compensation	3,274	0	3,274
7920.3	Social Service Worker: Purchased Service	16,027	0	16,027
4920.0	SUBTOTAL: SOCIAL SERVICE WORKER	170,070	0	170,070
6550.0	Interpreters: Salaries			
7433.2	Interpreters: GLH Insurance			
7533.2	Interpreters: Pensions			
7633.2	Interpreters: Benefits Other			
7733.2	Interpreters: Payroll Taxes			
7833.3	Interpreters: Workers' Compensation			
7933.2	Interpreters: Purchased Service			
4925.0	SUBTOTAL: INTERPRETERS			

Account	Description	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES AND ADD-BACKS	TOTAL ALLOWABLE EXPENSE
7011.1	Indirect Restorative Therapy: Salaries			
7421.2	Indirect Restorative Therapy:GLH Insurance			
7521.2	Indirect Restorative Therapy: Pensions			
7621.3	Indirect Restorative Therapy: Benefits Other			
7721.2	Indirect Restorative Therapy: Payroll Taxes			
7821.3	Indirect Restorative Therapy: Workers' Compensation			
7013.3	Indirect Restorative Therapy: Consultants	25,501	0	25,501
7012.1	Direct Restorative Therapy: Salaries *			
7012.2	Direct Restorative Therapy: Benefits *			
7014.3	Direct Restorative Therapy: Consultants *	651,389	651,389	
9968.0	HCF-3 Indirect Restorative Add-back (HCF-3, Sch. 10, part 3) **		0	
4930.0	SUBTOTAL: RESTORATIVE THERAPY	676,890	651,389	25,501
7021.1	Recreational Therapy: Salaries	142,653	0	142,653
7423.2	Recreational Therapy:Group Life/Health Insurance	10,434	0	10,434
7523.2	Recreational Therapy: Pensions			
7623.3	Recreational Therapy: Benefits Other	1,148	0	1,148
7723.2	Recreational Therapy: Payroll Taxes	11,866	0	11,866
7823.3	Recreational Therapy: Workers' Compensation	3,607	0	3,607
7022.3	Recreational Therapy: Purchased Service	3,486	0	3,486
7023.5	Recreational Therapy: Supplies and Expenses	3,876	0	3,876
7024.8	Recreational Therapy: Transportation *	0	0	
4940.0	SUBTOTAL: RECREATIONAL THERAPY	177,070	0	177,070

Account	Description	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES AND ADD-BACKS	TOTAL ALLOWABLE EXPENSE
4275.5	Travel: Motor Vehicle Expense	8,068	0	8,068
4306.3	Variable Other required education			
4306.4	Variable Job related education	170	0	170
4434.7	NonProfit DES Claims Variable Portion			
6511.3	Physician Services: Medical Director	193,202	0	193,202
6512.3	Physician Services: Advisory Physician			
6513.3	Physician Services: Utilization Review Committee			
6514.3	Physician Services: Employee Physicals	22,363	0	22,363
6515.3	Physician Services: Other			
6520.5	Legend Drugs *	370,668	370,668	
6522.5	House Supplies not resold	169,029	0	169,029
6523.5	Resold to private patients *			
6524.5	Resold to public patients *	266,603	266,603	
6530.0	Pharmacy Consultant			
3150.0	Vending Machines Income		10	(10)
3193.0	Variable Recoverable			()
4950.0	SUBTOTAL: OTHER VARIABLE	1,030,103	637,281	392,822
4810.0	TOTAL VARIABLE EXPENSES	3,723,232	1,288,670	2,434,562

* Non-allowable Expense

** See Instructions

Schedule 5: Claimed Fixed Costs

	Allowable Basis, Cost Begin of Year	Claimed Additions	Claimed Deletions	Allowable Basis, Cost End of Year	Rate %	Reported Depreciation or Expenses (from financials)	Non-Allowable Expenses and Add-backs	Claimed HCF-1 Fixed Costs	Claimed HCF-2-NH Fixed Costs (if Applicable)
Land HCF-1	43,603	0	(0)	43,603					
Land HCF-2-NH	0	0	(0)	0					
Building HCF-1	1,497,706	0	(0)	1,497,706	2.5	(4550.8) 234,200	196,757	37,443	
Building HCF-2-NH	0	0	(0)	0	2.5				0
Improvements HCF-1	2,479,269	169,185	(31,387)	2,617,067	5.0	(4565.8) 175,867	45,014	130,853	
Improvements HCF-2-NH	0	0	(0)	0	5.0				0
HCF Cap. Improv. HCF-1	0	0	(0)	0	5.0	(4566.8) 0	0	0	
HCF Cap. Improv. HCF-2-NH	0	0	(0)	0	5.0				0
Equipment HCF-1	1,112,181	204,445	(110,549)	1,206,077	10.0	(4570.8) 95,047	-25,561	120,608	
Equipment HCF-2-NH	0	0	(0)	0	10.0				0
HCF Cap. Equip. HCF-1	0	0	(0)	0	10.0	(4576.8) 0	0	0	
HCF Cap. Equip. HCF-2-NH	0	0	(0)	0	10.0				0
Software HCF-1	0	0	(0)	0	33.3	(4585.8) 0	0	0	
Software HCF-2-NH	0	0	(0)	0	33.3				0
HCF Cap. Software HCF-1	0	0	(0)	0	33.3	(4586.8) 0	0	0	
HCF Cap. Software HCF-2-NH	0	0	(0)	0	33.3				0

	Allowable Basis, Cost Begin of Year	Claimed Additions	Claimed Deletions	Allowable Basis, Cost End of Year	Rate %	Reported Depreciation or Expenses (from financials)	Non-Allowable Expenses and Add-backs	Claimed HCF-1 Fixed Costs	Claimed HCF-2-NH Fixed Costs (if Applicable)
Long-Term Interest						(4520.8) 454,491	380,045	74,446	0
MA Corp. Excise Tax Non-Income Portion						(8027.7) 0	0	0	0
Building Insurance						(4590.8) 9,185	0	9,185	0
Real Estate Taxes						(4510.8) 9,957	0	9,957	0
Personal Property Taxes						(4515.8) 0	0	0	0
Other (Explain in Schedule 20)						(4538.8) 28,240	0	28,240	0
Rent-Real Property-HCF-2-NH Required *						(4535.8) 0	0		
Recoverable Fixed Cost Income						(3196.0)	0	(0)	(3540.0) (0)
Total HCF-1 and HCF-2-NH Fixed Expenses						(9950.1) 1,006,987	596,255	(a) 410,732	(b)9950.2 0
TOTAL FIXED COSTS CLAIMED								(a) + (b)	(9950.0) 410,732

* See Instructions

Schedule 6: Non Nursing Expenses

Account	Description	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES AND ADD-BACKS	TOTAL ALLOWABLE EXPENSE
4415.0	Interest on Late Payments, Penalties *			
4430.0	Interest on working Capital *	0	0	
4435.0	Pre-Opening Expenses *			
8010.0	Bad Accounts *	97,068	97,068	
8012.0	User Fee Assessment *	668,762	668,762	
8015.0	Fines, Late Charges, and Penalties *	2,126	2,126	
8025.5	State and Federal Income Taxes *			
8030.0	Refunds and Allowances *			
8040.0	Adult Day Care Expenses *			
8045.0	Assisted Living Expenses *			
8046.0	Outpatient Service Expenses *			
8047.0	Chapter 766 Program Expenses *			
8048.0	Ventilator Program Expenses *			
8049.0	Acquired Brain Injury Unit Expenses *			
8050.0	Other Special Program Expenses **			
8060.0	Hospital Expenses - Non-Nursing Facility *			
8065.0	Other Non-Nursing Facility Expenses *			
4960.0	Total Bad Accounts, Taxes, Refunds, Other *	767,956	767,956	

* Non-allowable Expense

** See Instructions

Schedule 7: Summary and Reconciliation of Expenses

Account	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES AND ADD-BACKS	TOTAL ALLOWABLE EXPENSES
Total Nursing Expenses (4610.0)	3,995,116	0	3,995,116
Total A&G Expenses (4710.0)	1,061,290	76,368	984,922
Total Variable Expenses (4810.0)	3,723,232	1,288,670	2,434,562
Total Fixed Costs (9950.1)	1,006,987	596,255	410,732
HCF-2-NH Fixed Costs Claimed (9950.2)		(0)	0
Non Nursing expenses (4960.0)	767,956	767,956	0
TOTAL OPERATING EXPENSES(4000.0)	10,554,581	2,729,249	7,825,332

Schedule 8: Income Schedule

**Gross Income
Nursing Facility Income**

Payer	Account	Routine Income	Account	Ancillary Income	Account	TOTAL INCOME
Self-Pay	3003.1	1,029,499	3005.1	91,986	3001.1	1,121,485
Managed Care	3003.2	96,993	3005.2	0	3001.2	96,993
Non-Managed Care	3003.3	0	3005.3	18,669	3001.3	18,669
Medicare – Non-Managed Care	3003.4	2,385,827	3005.4	305,462	3001.4	2,691,289
Medicare – Managed Care	3003.5	128,679	3005.5	0	3001.5	128,679
Massachusetts Medicaid - Non-Managed Care	3003.6	4,511,751	3005.6	0	3001.6	4,511,751
Massachusetts Medicaid - Managed Care	3003.7	754,764	3005.7	0	3001.7	754,764
Senior Care Options & PACE	3003.8		3005.8		3001.8	
MA Medicaid Patient Resource Income	3022.6	923,767	3032.6		3001.9	923,767
Non-MA Medicaid	3022.7		3032.7		3002.1	
Veteran's Affairs and Other Public	3023.2	757,720	3033.2	10,187	3002.2	767,907
Other payers (nursing facility only)	3003.9		3005.9		3002.3	
TOTAL NURSING FACILITY INCOME	3003.0	10,589,000	3005.0	426,304	3001.0	11,015,304

Non-Nursing Facility Income

Service	Account	Income	Total
Adult Day Care	3025.3		
Hospital – Non-Nursing Facility	3026.1		
Outpatient Services	3025.5		
Assisted Living	3025.4		
Residential Care	3026.3		
Other Non-Nursing Facility	3026.2		
SUBTOTAL NON-NURSING FACILITY INCOME	3026.0		
Endowment and other non-recoverable (Explain below)	3120.0		
Laundry	3140.0		
Vending Machines	3150.0	10	
Bad Debt Recovery	3160.0		
Prior Year Retroactive	3170.0	-38,358	
Interest Income	3180.0	1,971	
Nurses' Aide Training Income	3185.0		
Administrative and General Recoverable (Explain below)	3191.0	4,007	
Nursing Recoverable Income (Explain below)	3192.0		
Director of Nurses Recoverable (Explain below)	3195.0		
Variable Recoverable (Explain below)	3193.0		
Fixed costs recoverable (Explain below)	3196.0		
SUBTOTAL: MISC. & RECOVERABLE	3130.0		-32,370
TOTAL GROSS INCOME (3001.0 + 3026.0 + 3130.0)	3000.0		10,982,934

Ancillary Expenses relating to above Ancillary Income

Account #	Account Title	Amount
6520.5	Legend Drugs *	370,668
6524.5	Resold to public patients *	266,603
7014.3	Restorative Therapy: direct consultants *	651,389

Detail of Endowment and Other Non-Recoverable Income (3120.0)

Description	Amount
Subtotal	

Detail of Recoverable Income Accounts (3191.0, 3192.0, 3193.0, 3195.0, 3196.0)

Account #	Description	Amount
3191.0	Miscellaneous Revenue	4,007
Subtotal		4,007

Schedule 9: Balance Sheet

ASSETS

CURRENT ASSETS

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
	Cash			
1025.0	Cash and Equivalents	59,546		
1040.0	Short-Term Investments			
1045.0	Current Portion Assets Whose Use is Limited			
1050.0	Other Cash			
1010.0	Total Cash		59,546	
	Accounts Receivable			
1063.0	Self-Pay Patients (Private)	86,905		
1066.0	Managed Care Patients (Private)	23,279		
1069.0	Non-Managed Care Patients (Private)	-4,455		
1073.0	Medicare Non-Managed Care Patients	217,273		
1076.0	Medicare Managed Care Patients	112,450		
1079.0	Mass. Medicaid Non-Managed Care Patients	825,291		
1081.0	Mass. Medicaid Managed Care Patients	151,971		
1083.0	MA. Senior Care Organization Patients			
1086.0	PACE Patients			
1100.4	Non-MA Medicaid Patients			
1101.2	Other Public Patients	107,435		
1089.0	Other Patients			
1140.0	Reserve for Bad Debt	(338,058)		
1060.0	Net Patient Account Receivables		1,182,091	
	Loans Receivables			
1160.0	Officers/Owners			
1170.0	Employees			
1180.0	Affiliates/Related Parties	4,423,209		
1185.0	Other			
1150.0	Total Loans Receivable		4,423,209	
1190.0	Interest Receivable			
1210.0	Supply Inventory		15,148	
	Prepaid Expenses			
1270.0	Prepaid Interest			
1280.0	Prepaid Insurance	5,809		
1290.0	Prepaid Taxes			
1295.0	Capitalized Pre-opening Costs			
1300.0	Other Prepaid Expenses	11,758		
1260.0	Total Prepaid Expenses		17,567	
1310.0	Other Current Assets		16,118	
1005.0	TOTAL CURRENT ASSETS			5,713,679

Non-Current Assets

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
1511.1	Land -- Cost	818,083		
1510.0	Land -- Book Value		818,083	
1521.1	Building -- Cost	7,026,000		
1522.2	Building -- Accum. Deprc.	(5,913,551)		
1520.0	Building -- Book Value		1,112,449	
1611.1	Building Improvements - Cost	2,816,767		
1612.2	Building Improvements -- Accum. Deprc.	(1,825,315)		
1610.0	Building Improvements -- Book Value		991,452	
1626.1	Leasehold Improvements -- Cost			
1627.2	Leasehold Improvements -- Accum. Deprc.	()		
1625.0	Leasehold Improvements -- Book Value			
1631.1	Other Improvements -- Cost	340,353		
1632.2	Other Improvements -- Accum. Deprc.	(225,368)		
1630.0	Other Improvements -- Book Value		114,985	
1616.1	HCF Cap.Improvements -- Cost			
1617.2	HCF Cap. Improvements -- Accum. Deprc.	()		
1615.0	HCF Cap. Improvements -- Book Value			
1651.1	Equipment -- Cost	2,257,246		
1652.2	Equipment -- Accum. Deprc.	(1,706,121)		
1650.0	Equipment -- Book Value		551,125	
1661.1	HCF Cap.Equipment -- Cost			
1662.2	HCF Cap. Equipment -- Accum. Deprc.	()		
1660.0	HCF Cap.Equipment -- Book Value			
1701.1	Motor Vehicles - Cost			
1702.2	Motor Vehicles -- Accum. Deprc.	()		
1700.0	Motor Vehicles -- Book Value			
1710.1	Software - Cost			
1710.2	Software -- Accum. Deprc.	()		
1710.0	Software -- Book Value			
1715.1	HCF Cap.Software -- Cost			
1715.2	HCF Cap.Software -- Accum. Deprc.	()		
1715.0	HCF Cap.Software -- Book Value			
1500.0	TOTAL - NON CURRENT(FIXED) ASSETS			3,588,094

Deferred Charges and Other Assets

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
1910.0	Organization Expense			
1940.0	Purchased Goodwill			
1950.0	Leasehold Deposits			
1960.0	Utility Deposits			
1970.0	Cash Surrender Value of Officer Life Insurance			
1975.1	Mortgage Acquisition Cost	3,174,944		
1975.2	Accumulated Amortization of Mortgage Acq. Cost	(2,357,627)		
1979.0	Construction in Progress			
1975.3	Long Term Investments			
1975.4	Non-Current Assets Whose Use is Limited			
1980.0	Other (Explain on Sch 20)	515,087		
1900.0	TOTAL DEFERRED CHARGES AND OTHER ASSETS			1,332,404
1000.0	TOTAL ASSETS (1005.0 + 1500.0 + 1900.0)			10,634,177

Liabilities and Net Worth**Current Liabilities**

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
	Accounts Payable			
2020.0	Trade	478,538		
2030.0	Accrued Expenses	213,351		
2040.2	Due Medicaid – Non-MA			
2040.3	Due Medicaid MA – Nursing Care			
2040.4	Due Medicaid MA – Resident Care			
2041.0	Due Medicaid - Estimated	50,601		
2045.0	Due Medicare - Actual			
2046.0	Due Medicare – Estimated			
2048.0	Due Other Payers - Actual			
2049.0	Due Other Payers – Estimated			
2010.0	Total Accounts Payable		742,490	
2055.0	Patient Funds Due (Self-Pay)			
2060.0	Patient Funds Due (Third Party Settlement)			
	Current Long-Term Debt			
2110.0	Officer, Owner, Related Parties			
2120.0	Subsidiaries and Affiliates			
2130.0	Banks			
2150.0	Other Short-Term Financing			
2160.0	Payments Due w/in one year on long-term debt	458,890		
2100.0	Total Current Long-Term Debt		458,890	
	Accrued Salaries & Payroll Liabilities			
2190.0	Accrued Salaries	167,847		
2200.0	Accr. Payroll Tax w/held	23,300		
2210.0	Accr. Employee Taxes Pay.	13,212		
2220.0	Other Payroll Liabilities	165,171		
2180.0	Total Accrued Salaries & Payroll Liabilities		369,530	
	Other Current Liabilities			
2260.0	Accr. State & Federal Taxes			
2270.0	Accr. Interest Payable	20,868		
2280.0	Accr. Bonus & Profit Sharing			
2290.0	Other Current Liabilities			
2250.0	Total Other Current Liabilities		20,868	
2005.0	TOTAL CURRENT LIABILITIES			1,591,778
	Non-Current Liabilities			
2310.0	Mortgages			
2330.0	Due to Affiliates/Related Parties			
2320.0	Other Long-Term Debt	6,931,009		
2300.0	TOTAL NON-CURRENT LIABILITIES		6,931,009	
2015.0	TOTAL LIABILITIES			8,522,787

NetWorth – Not-For-Profit

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
	Net Assets			
2410.0	Unrestricted	2,111,390		
2420.0	Temporarily Restricted			
2430.0	Permanently Restricted			
2400.0	TOTAL NET ASSETS		2,111,390	
2500.0	TOTAL NET WORTH(2400.0)			2,111,390
2000.0	TOTAL LIABILITIES AND NET WORTH (2015.0 + 2500.0)			10,634,177

Schedule 10: Statement of Operations

Account Number		
	Operating Revenue	
9605.0	Net Patient Service Revenue	11,015,304
9610.0	Other	-34,341
9615.0	Net Assets Released from Restriction	
9620.0	Total Operating Revenue	10,980,963
	Operating Expenses	
9625.0	Salaries and Wages	4,894,720
9630.0	Employee Benefits	513,830
9635.0	Supplies and Other (including Payroll Taxes)	4,009,169
9640.0	Interest	454,491
9645.0	Provision for Bad Debt	97,068
9650.0	Depreciation and Amortization	505,114
9655.0	Total Operating Expenses	10,474,392
9660.0	Income from Operations	506,571
	Non-Operating Revenue	
9665.0	Interest Income (from Schedule 8,3180.0)	1,971
9670.0	Investment Income	
9675.0	Gains (Losses) from Investments	
9680.0	Gains (Losses) from Sale of Equipment	
9685.0	Other (Specify)	
9690.0	Total Non-Operating Revenue	1,971
9695.0	Excess of Revenue over Expenses	508,542
	Other Changes in Unrestricted Net Assets	
9700.0	Net Change in Unrealized Appreciation on Investments	
9705.0	Net Assets Released from Restrictions for Property, Plant & Equipment	
9710.0	Change in Beneficial Interest in Net Assets	
9715.0	Cumulative Effect of Change in Accounting Principle	
9720.0	Other Changes in Unrestricted Net Assets	
9725.0	Total Other Changes in Unrestricted Net Assets	
9730.0	Increase (Decrease) in Unrestricted Net Assets, before Extraordinary Item	508,542
	Extraordinary Item	
9735.0	Specify	
9740.0	Specify	
9745.0	Total Extraordinary Item	
9750.0	Increase (Decrease) in Unrestricted Net Assets	508,542
9785.0	Net Income	508,542

Schedule 11: Cash Flow

Account	Description	Account Balance	Total
	Cash flows from operating activities		
9805.0	Change in net assets (net income)	428,353	
9810.0	Adjustments to reconcile changes in net assets (net income)	635,226	
9815.0	Increases(decreases) to cash provided by operating activities	-263,683	
9820.0	Net cash from operating activities		799,896
	Cash flows from investing activities		
9825.0	Capital expenditures	-325,909	
9830.0	Other cash used in investing activities		
9835.0	Net cash used in investing activities		-325,909
	Cash flows from financing activities		
9840.0	Proceeds from issuance of long-term debt		
9845.0	Payments on long-term debt and capital lease expenditures	-442,500	
9850.0	Other cash used in financing activities	-52,402	
9855.0	Net cash used in financing activities		-494,902
9860.0	Net increase/(decrease) in cash and cash equivalents		-20,915
9865.0	Cash/cash equivalents beginning of year	80,461	
9870.0	Cash/cash equivalents end of year		59,546

Schedule 12: Reconciliation of Reported Income and Financials

Total income reported on HCF-1 (#3000.0)	10,982,934
Total operating expenses on HCF-1 (#4000.0)	10,554,581
HCF-1 Net income/(loss) before reconciling items	428,353 ¹

Reconciling Items

Items reported on HCF-1 but not on financials. Explain below.

Description	Amount
Net Loss on Refinancing	-80,189
Subtotal	-80,189

Items reported on financials but not on HCF-1. Explain below.

Description	Amount
Subtotal	
Net Income/(loss) per financials	508,542²

Explanation

Loss on refinancing not included in financials
--

1. This amount should agree with Schedule 13, HCF-1 Net Income/ (Loss)
2. Do not use this amount on Schedule 13.

Schedule 13: Reconciliation of Net Worth

NOT-FOR-PROFIT

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Balance: 12/31/2014	1,683,037	0	0	1,683,037 ¹
Increases (decreases):				
Prior Period Adjustment(s)	0	0	0	0 ²
HCF-1 Net income/(Loss)	428,353			428,353
Gain(Loss) on Investments		0	0	0
Contributions, Gifts and Other		0	0	0
Change in Unrealized Gains		0	0	0
Net Assets Released from Restriction for Property or Equipment		0	0	0
Other	0	0	0	0
Balance: 12/31/2015	2,111,390	0	0	2,111,390 ³
	(2410.0)	(2420.0)	(2430.0)	(2500.0)

1. This amount should agree with Account 2500.0, Total Net Worth on Schedule 9 of 2014 HCF-1

2. Disclose all facts relative to adjustments and explain on the Footnotes and Explanations page any impact on reimbursable costs as reported on prior year(s) cost report identifying the specific accounts affected.

3. This amount should agree with Account 2500.0, Total Net Assets on Schedule 9 of 2015 HCF-1. Detail explanation for any difference.

Schedule 14: Patient Statistics

	Self-Pay	Managed Care	Non-Managed Care	Medicare-Non Managed Care	Medicare Managed Care	MA Medicaid-Non Managed Care	MA Medicaid Managed Care	SCO & PACE	Non-MA Medicaid	VA, DTA & Other Public	Other	TOTALS
Quarter 1												
Nursing	834	49	0	1,519	39	6,467	692	0	0	676	0	10,276
Resident Care												
Pediatrics												
Ventilator Unit												
Head Trauma/ABI												
Other Medicaid Special Contract												
Nursing Leave of Absence (Paid)	17					99	3			11		130
Nursing Leave of Absence (Unpaid)												
Residential Leave of Absence (Paid)												
Residential Leave of Absence (Unpaid)												
Quarter 1 Totals	851	49	0	1,519	39	6,566	695	0	0	687	0	10,406
Quarter 2												
Nursing	871	145	0	1,478	69	6,428	840	0	0	632	0	10,463
Resident Care												
Pediatrics												
Ventilator Unit												
Head Trauma/ABI												
Other Medicaid Special Contract												
Nursing Leave of Absence (Paid)	8					49				10		67
Nursing Leave of Absence (Unpaid)												
Residential Leave of Absence (Paid)												
Residential Leave of Absence (Unpaid)												
Quarter 2 Totals	879	145	0	1,478	69	6,477	840	0	0	642	0	10,530

	Self-Pay	Managed Care	Non-Managed Care	Medicare-Non Managed Care	Medicare Managed Care	MA Medicaid-Non Managed Care	MA Medicaid Managed Care	SCO & PACE	Non-MA Medicaid	VA, DTA & Other Public	Other	TOTALS
Quarter 3												
Nursing	957	-7	0	1,021	95	6,857	747	0	0	706	0	10,376
Resident Care												
Pediatrics												
Ventilator Unit												
Head Trauma/ABI												
Other Medicaid Special Contract												
Nursing Leave of Absence (Paid)	11					87	10			3		111
Nursing Leave of Absence (Unpaid)												
Residential Leave of Absence (Paid)												
Residential Leave of Absence (Unpaid)												
Quarter 3 Totals	968	-7	0	1,021	95	6,944	757	0	0	709	0	10,487
Quarter 4												
Nursing	546	65	0	1,235	119	6,974	843	0	0	628	0	10,410
Resident Care												
Pediatrics												
Ventilator Unit												
Head Trauma/ABI												
Other Medicaid Special Contract												
Nursing Leave of Absence (Paid)	0					68						68
Nursing Leave of Absence (Unpaid)												
Residential Leave of Absence (Paid)												
Residential Leave of Absence (Unpaid)												
Quarter 4 Totals	546	65	0	1,235	119	7,042	843	0	0	628	0	10,478

	Self-Pay	Managed Care	Non-Managed Care	Medicare-Non Managed Care	Medicare Managed Care	MA Medicaid-Non Managed Care	MA Medicaid Managed Care	SCO & PACE	Non-MA Medicaid	VA, DTA & Other Public	Other	TOTALS
Annual Totals												
Nursing	3,208	252	0	5,253	322	26,726	3,122	0	0	2,642	0	41,525
Resident Care												
Pediatrics												
Ventilator Unit												
Head Trauma/ABI												
Other Medicaid Special Contract												
Nursing Leave of Absence (Paid)	36					303	13			24		376
Nursing Leave of Absence (Unpaid)												
Residential Leave of Absence (Paid)												
Residential Leave of Absence (Unpaid)												
GRAND ANNUAL TOTALS	3,244	252	0	5,253	322	27,029	3,135	0	0	2,666	0	41,901

0140.0	Number of Admissions During Year	224
0140.1	Number of Massachusetts Medicaid Admissions During Year	82
0150.0	Number of Discharges During Year	229
0190.0	Average Length of Stay	183

Schedule 15: Detail of Purchased Service Nursing

(A) DON PURCHASED SERVICE NURSING (6025.2)

Name of Temporary Nursing Service Agency	Department of Public Health #	Total Hours of Service (Round to one decimal place)	Total Charges
Registered			
Unregistered/Other Non-Allowable			
Total	XXXXXXXXXX	0.00	0

(7339.2)

(6025.2)

(B) RN PURCHASED SERVICE NURSING (6035.2)

Name of Temporary Nursing Service Agency	Department of Public Health #	Total Hours of Service (Round to one decimal place)	Total Charges
Registered			
Worldwide Staffing	TR7R	61.0	3,264
Unregistered/Other Non-Allowable			
Total	XXXXXXXXXX	61.00	3,264

(7340.2)

(6035.2)

(C) LPN PURCHASED SERVICE NURSING (6042.2)

Name of Temporary Nursing Service Agency	Department of Public Health #	Total Hours of Service (Round to one decimal place)	Total Charges
Registered			
Worldwide Staffing	TR7R	562.0	26,289
Unregistered/Other Non-Allowable			
Total	XXXXXXXXXX	562.00	26,289

(7341.2)

(6042.2)

(D) NURSES AIDES PURCHASED SERVICE NURSING (6052.2)

Name of Temporary Nursing Service Agency	Department of Public Health #	Total Hours of Service (Round to one decimal place)	Total Charges
Registered			
Worldwide Staffing	TR7R	12.0	307
Unregistered/Other Non-Allowable			
Total	XXXXXXXXXX	12.00	307

(7342.2)

(6052.2)

Schedule 16: Supplemental Salary / Hour Data

A. Overtime Wages for RNs, LPNs, and CNAs

	Account	RN	Account	LPN	Account	CNA
Wages*	7846.2	50,122	7848.2	242,677	7835.2	200,958
Hours*	7847.2	1,216	7849.2	6,102	7836.2	8,820

*Include total wages and the respective hours for all overtime wages. (Ex. A RN makes \$25/hour and has 100 overtime hours at time and one half & another RN makes \$20/hour and has 20 overtime hours at double time; RN Overtime Wages =\$4,550 and Hours = 120.)

B. Wage Differentials for RNs, LPNs, and CNAs

1. Shift Differential Wages for RNs, LPNs, and CNAs

	Account	RN	Account	LPN	Account	CNA
Wages*	7850.2	10,798	7851.2	26,163	7852.2	70,976

2. Other Differential Wages for RNs, LPNs, and CNAs

	Account	RN	Account	LPN	Account	CNA
Wages*	7853.2	0	7854.2	0	7855.2	0

*Include the increases in wages due to a shift or other differentials. (Ex. NH had shift/other differential wages and hours as follows: RN shift differential of \$1.50/ hour for 2,000 hours; RN Shift differential wages = \$3,000. Another RN had \$2.00/hour other differential for 1000 hours ; RN Other differential wages = \$2,000)

C. Detail of Administrator's Salary and Benefits

1. Provide the amount of salary and benefits paid to the licensed administrator(s) during the year. If more than one administrator was employed during 2015, summarize the information. This schedule should be filled out whether the administrator was paid on the HCF-1 or HCF-3.

Name	Dates of Employment	License Number	Affiliation (O, R, U) :
Michael Marcus	From: 01/01/2015 To: 12/31/2015	5239	U

1. O = Officer R = Related To Owner U = Unrelated Employee

2. Total values reported below should reflect salary and benefits for one full time administrator for one entire year.

9270.1	Salary	115,192
9270.2	Payroll Taxes	9,579
9270.3	Workers' Compensation	276
9270.4	Group Health/Life Insurance	8,423
9270.5	Pension	
9270.6	Other Benefits	927
9272.0	TOTAL ADMINISTRATOR COMPENSATION	134,397

Staff and Hours by Position

Position	Account	Number of Staff	Account	Total Hours
Staff Development	7210.2	1	7310.2	2,120
Plant Operations	7211.2	3	7311.2	4,126
Dietary Staff	7212.2	24	7312.2	23,537
Dietician	7213.2	1	7313.2	726
Laundry Staff	7214.2	11	7314.2	5,815
Housekeeping Staff	7215.2	13	7315.2	12,631
Quality Assurance	7216.2	1	7316.2	379
Ward Clerks/Medical Records	7217.2	1	7317.2	1,997
MMQ Nurses	7218.2	1	7318.2	1,574
MDS Coordinator	7232.2	1	7332.2	2,223
Social Service Staff	7220.2	4	7320.2	3,786
Interpreters	7233.2	0	7333.2	0
Restorative – Indirect	7221.2	0	7321.2	0
Restorative – Direct	7222.2	0	7322.2	0
Recreational Staff	7223.2	8	7323.2	9,569
Administrator	7224.2	1	7324.2	2,160
Officer	7225.2	0	7325.2	0
Clerical Staff	7226.2	7	7326.2	9,806
Admin.In training	7227.2	0	7327.2	0
DON	7228.2	2	7328.2	2,227
RNs	7229.2	23	7329.2	23,340
LPNs	7230.2	25	7330.2	31,424
CNAs	7231.2	100	7331.2	99,192
Totals		227		236,632

Schedule 17: Proprietorship/Partnership/Corporation Information

Not For Profit

Last Name See
 First Name Footnotes
 Title

Account	% Time Devoted	Salary	Emp. Benefits	Payroll Taxes	Workers' Comp	Gr.Life/Hlth Ins.	Draw	Other	Total
-1	0	0	0	0	0	0	0	0	0

Last Name
 First Name
 Title

Account	% Time Devoted	Salary	Emp. Benefits	Payroll Taxes	Workers' Comp	Gr.Life/Hlth Ins.	Draw	Other	Total

Last Name
 First Name
 Title

Account	% Time Devoted	Salary	Emp. Benefits	Payroll Taxes	Workers' Comp	Gr.Life/Hlth Ins.	Draw	Other	Total

Schedule 18: Highest Paid Salaries

List below the names, salaries and benefits of the three employees who have the highest compensation being claimed on this report

Last Name Singh
 First Name Amrita
 Title Medical Director

Account	% Time Devoted	# of Hours	Salary	Emp. Benefits	Payroll Taxes	Workers' Comp	Gr.Life/Hlth Ins.	Draw	Other	Total (7710.1)
6511.3	100	1,755	126,012	1,014	10,482	3,187	9,217	0	0	149,912

Last Name Marcus
 First Name Michael
 Title Administrator

Account	% Time Devoted	# of Hours	Salary	Emp. Benefits	Payroll Taxes	Workers' Comp	Gr.Life/Hlth Ins.	Draw	Other	Total (7711.1)
4110.1	100	2,160	115,192	927	9,579	276	8,423	0	0	134,397

Last Name Kneeskern
 First Name Muriel
 Title LPN

Account	% Time Devoted	# of Hours	Salary	Emp. Benefits	Payroll Taxes	Workers' Comp	Gr.Life/Hlth Ins.	Draw	Other	Total (7712.1)
6041.1	100	3,190	103,962	837	8,648	2,629	7,604	0	0	123,680

Schedule 19: Summary of Notes Payable

Mortgages and Notes Supporting Fixed Assets 1

³ Type of Notes Payable	Lender Name	Rel. Party Y/N	Date Mort. Acquired Mo/Da/Yr	Due Date Mo/Da/Yr	No.of Months Amort.	Monthly Payments	Original Mortgage Amount	Mort.Acq. Costs	2015 Amort.of Mort. Acq Costs	² Bal. 01/01/2015	Principal Payment	Bal. 12/31/2015	Rate %	Interest Expense	Period Expense *
Mortgage	MHEFA	Yes	08/14/1997	01/01/2027	281	12	13,105,151	3,174,944	130,112	7,832,399	442,500	7,389,899	var	324,379	0
Totals	XXXX	XX	XXXXX	XXXX	XXX	XXX	XXXXX	3,174,944	130,112	XXXX	XXXX	7,389,899	XXXX	324,379	0

*See
Instructions

a

b

c

Total Fixed Interest a + b + c (4520.8) = 454,491

1. This schedule should include all mortgages and notes payable whether or not interest expense is incurred. Each new note should be reported with all information items filled in completely. New notes or enhancements of existing notes should be reported on a new line separately.
2. For new loans in 2015, post the beginning mortgage balance of the loan in this column.
3. Summarize Other Mortgages and Notes in this row and provide details in Schedule 20: Footnotes and Explanations.

Working Capital Debt 1

Lender Name	Rel. Party Y/N	² Balance 01/01/2015	Amount	Start Mo/Da/Yr	Principal Payment	Balance 12/31/2015	Interest Rate%	³ Interest Expense
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Total Working Capital Interest (4430.0) ³ 0

Total Working Capital Debt (2100.0 less 2160.0) 0

1. This schedule should include all mortgages and notes payable whether or not interest expense is incurred. Each new note should be reported with all information items filled in completely. New notes or enhancements of existing notes should be reported on a new line separately.

2. For new loans in 2015, post the beginning mortgage balance of the loan in this column.

3. The sum of the working capital interest expense.

Schedule 20: Footnotes and Explanations

Please explain any discrepancies and note any additional information relating to the data provided on this report in the space below. Attach additional pages if needed.

Schedule 1 Cost Report Related Question 5:

Salary costs have been split between the following accounts based on time spent in each:

6051.1 CNA Salaries 602

4140.1 Clerical Staff: Salaries 1,601

6508.1 MDS Coordinator: Salaries 1,903

6030.1 RN: Salaries 324

4140.1 Clerical Staff: Salaries 901

6505.1 Ward Clerks & Medical Records Lib. 1,239

6505.1 Ward Clerks & Medical Records Lib. 757

4140.1 Clerical Staff: Salaries 1,299

Schedule 1 Cost Report Related Questions 6:

Schedule 1 #5 Disclosure

BHCS Management Services Inc is owned by Berkshire Healthcare Systems Inc

Costs that come directly from the management company (BHMS, INC)

Management Fees Account 4160.3

Billing \$512,935 Cost \$510,681

QA Professional Account 6504.1

Billing \$22,685 Cost \$22,685

QA Professional: Health Insurance Account 7416.2 Billing \$5,285 Cost \$5,285

QA Professional: Payroll Tax Account 7716.2

Billing \$1,667 Cost \$1,667

QA Professional: Workers' Compensation Account 7816.3 Billing \$36 Cost \$36

Schedule 1 #5 Disclosure

IntegriNurse is owned by BHCS Management Services, Inc.

Integrinurse provides medical personnel staff under IntegriNurse which entity provides such services solely for its own use and the use of its affiliated companies.

IntegriNurse-Nursing Registry

These services are provided at actual cost. IntegriNurse, exempt from licensing as a Nursing Agency under 105 CMR 157.020,

therefore, does not have a nursing registry license number.

Account 6035.1 Billing \$75,625 Cost \$75,625

Account 6042.1 Billing \$10,146 Cost \$10,146

Account 4440.0 Billing \$22,814 Cost \$22,814

IntegriScript is owned by BHCS Management Services, Inc.

Integriscript provides pharmaceutical services staff solely for the use of its affiliated companies

Accounts: Billing \$393,188 Cost 245,742

4110.1 5310.1

4140.1 5410.1 6505.1

4306.1 6020.1 6506.1

5105.1 6030.1 6508.1

5205.1 6041.1 6540.0

5231.1 6051.1 7021.1

Schedule 19 - Mortgages and Notes Payable

The mortgage is secured by tax exempt bonds which were set at a rate of 4.55% until July 2002.

During July 2002, the bonds were converted to a variable rate mode with a derivative instrument setting the rate at 3.25%. During July 2007 a New Derivative Instrument was obtained setting the rate at 3.87%.

A letter of Credit enhances the security and is subject to an average rate of .95%.

On December 30, 2011 the irrevocable letter of credit was extended to January 4, 2016 and bears interest from 1.20% to 1.90% adjusted for financial performance indicators.

Schedule 5 - Claimed Interest Calculation

Original Mortgage at Payoff 11,280,564

Multiply by Perm Factor 19.03%

Allowable Mortgage 2,146,691

Divide by New Mortgage 13,105,151

Equals New Perm Factor 16.38%

Total long-term interest 454,491

Multiply by New Perm Factor 16.38%

Equals Allowed Interest Claimed 74,446

The perm factor before adjustment had been revised in prior years to reflect asset additions acquired after the purchase of the home. These additions were funded by the original mortgage. This perm factor is currently under appeal.

Schedule 5 - Allowable Basis and Claimed Building Depreciation

Building depreciation was claimed based upon current reimbursement as calculated by the Rate Setting Commission. However, the Home is pursuing an appeal challenging the classification of building and improvements as determined by the Commission.

Schedule 5 - Account 4538.8 Reflect rented equipment.

Schedule 3 - Account 4444.0

Admin CPS

BERKSHIRE HEALTHCARE SYSTEMS, INC.

BOARD OF DIRECTORS

(time devoted as needed)

Michael Christopher, Vice Chair

32 Meadow Ridge Drive

Pittsfield, MA 01201

Vice President, Legacy Bank

Mario DeMartino

31 Gulf Road

Lanesboro, MA 01237

President, DeMartino Physical Therapy

Mary Garofano

86 Thomas Island Road

Pittsfield, MA 01201

Director, Patient Relations

Berkshire Health Systems, Inc.

Marilyn Haus

228 Kemble Street

Lenox, MA 01240

Director of Strategic Research & Analysis

Crane & Company

Richard Herrick

President & CEO

NY State Health Facilities Association

33 Elk Street, Suite 300

Albany, NY 12207-1010

William C. Jones

President & Treasurer

Berkshire Healthcare Systems, Inc.

74 North Street, Suite 210

Pittsfield, MA 01201

John Kittredge

Dalton, MA 01226

Crane & Company

Carmen Massimiano

274 Appleton Avenue

Pittsfield, MA 01201

Sheriff, Berkshire County, Massachusetts

Catherine May

46 Housatonic Street, Unit 2B

Lenox, MA 01240

Executive Director, Elder Services of Berkshire County

Robert McGraw

256 Jug Eng Road

Great Barrington, MA 01230

Clifford Nilan

72 Winesap Road

Pittsfield, MA 01201

David Phelps

President & CEO

Berkshire Health Systems, Inc.

725 North Street

Pittsfield, MA 01201

Schedule 21: Realty Company Balance Sheet
 (This information must be taken directly from the HCF-2-NH, Schedule 5)

ASSETS

HCF-2-NH CURRENT ASSETS

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
	Cash			
1020.0	Checking Account			
1030.0	Short-Term Investments			
1050.0	Other			
1010.0	Total Cash			
	Loans Receivables			
1160.0	Officers/Owners			
1170.0	Employees			
1180.0	Affiliates/Related Parties			
1185.0	Other Loans Receivable			
1150.0	Total Loans Receivable			
	Prepaid Expenses			
1270.0	Prepaid Interest			
1280.0	Prepaid Insurance			
1300.0	Other Prepaid Expenses *			
1260.0	Total Prepaid Expenses			
1310.0	Other Current Assets			
1005.0	TOTAL CURRENT ASSETS			

HCF-2-NH NON-CURRENT ASSETS

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
1511.1	Land – Cost			
1510.0	Land – Book Value			
1521.1	Building – Cost			
1522.2	Building – Accum. Deprc.	()		
1520.0	Building – Book Value			
1611.1	Building Improvements - Cost			
1612.2	Building Improvements – Accum. Deprc.	()		
1610.0	Building Improvements – Book Value			
1631.1	Other Improvements – Cost			
1632.2	Other Improvements – Accum. Deprc.	()		
1630.0	Other Improvements – Book Value			
1616.1	HCF Cap.Improvements – Cost			
1617.2	HCF Cap.Improvements – Accum. Deprc.	()		
1615.0	HCF Cap.Improvements – Book Value			
1651.1	Equipment – Cost			
1652.2	Equipment – Accum. Deprc.	()		
1650.0	Equipment – Book Value			
1661.1	HCF Cap.Equipment – Cost			
1662.2	HCF Cap.Equipment – Accum. Deprc.	()		
1660.0	HCF Cap.Equipment – Book Value			
1701.1	Motor Vehicles - Cost			
1702.2	Motor Vehicles – Accum. Deprc.	()		
1700.0	Motor Vehicles – Book Value			
1710.1	Software - Cost			
1710.2	Software – Accum. Deprc.	()		
1710.0	Software – Book Value			
1715.1	HCF Cap.Software – Cost			
1715.2	HCF Cap.Software – Accum. Deprc.	()		
1715.0	HCF Cap.Software – Book Value			
1500.0	TOTAL - FIXED ASSETS			

HCF-2-NH Deferred Charges and Other Assets

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
1975.1	Mortgage Acquisition Cost			
1975.2	Accumulated Amortization of Mortgage Acq. Cost	()		
1979.0	Construction in Progress			
1980.0	Other			
1900.0	TOTAL DEFERRED CHARGES AND OTHER ASSETS			
1000.0	TOTAL ASSETS (1005.0 + 1500.0 + 1900.0)			

Liabilities and Net Worth

HCF-2-NH Current and Long-Term Liabilities

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
	Notes and Loans Payable			
2110.0	Officer, Owner, Related Parties			
2120.0	Subsidiaries and Affiliates			
2130.0	Banks			
2150.0	Other Short-Term Financing			
2160.0	Payments Due w/in one year on long-term debt			
2100.0	Total Current Long-Term Debt			
2240.0	Accrued Taxes - Realty and Management			
2295.0	Other Current Liabilities			
2005.0	TOTAL CURRENT LIABILITIES			
	Long Term Liabilities			
2310.0	Mortgages			
2320.0	Other Long-Term Debt			
2300.0	TOTAL LONG-TERM LIABILITIES			

Net Worth – Not-For-Profit

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
	Net Assets			
2410.0	Unrestricted			
2420.0	Temporarily Restricted			
2430.0	Permanently Restricted			
2400.0	TOTAL NET ASSETS			

Net Worth – Proprietorship or Partnership

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
2520.0	Capital			
2530.0	Proprietor Drawings	()		
2540.0	Partnership Drawings	()		
2545.0	Contributions			
2550.0	Net Profit / (Loss) Year-to-Date			
2510.0	TOTAL PROPRIETORSHIP OR PARTNERSHIP			

Net Worth – Corporate

ACCOUNT	DESCRIPTION	ACCOUNT BALANCE	SUBTOTAL	TOTAL
2620.0	Capital Stock			
2630.0	Additional Paid in Capital			
2640.0	Treasury Stock	()		
2650.0	Retained Earnings			
2610.0	TOTAL CORPORATION			

2500.0	TOTAL NET WORTH			
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2000.0	TOTAL LIABILITIES AND NET WORTH (2005.0 + 2300.0 + 2500.0)			
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* See Instructions

Schedule 22: Realty Company Statement of Income and Expense
 (This information must be taken directly from the HCF-2-NH, Schedule 2)

INCOME

3510.0	Rental from Nursing Facility		
3520.0	Other Rental *		
3530.0	Other Income *		
3540.0	Recoverable Fixed Income		
3500.0	TOTAL INCOME		

9540.0	Taxes, Real Estate		0
9540.5	Taxes, Personal Property		0
9545.0	Interest, Long-Term (Schedule 23)		0
9547.0	Other (Explain on sch 20)		0
9550.0	Building Depreciation		0
9560.8	Building Improvement Depreciation		0
9562.8	HCF Capitalization-Improvements Depreciation		0
9570.0	Equipment Depreciation		0
9571.0	HCF Capitalization-Equipment Depreciation		0
9575.0	Software/Limited Life Assets Depreciation		0
9576.0	HCF Capitalization-Software/Limited Life Assets Depreciation		0
9580.0	Insurance-Building, Building Improvement & Equipment		0
3540.0	Recoverable Fixed Income (above)		()
9950.2	SUBTOTAL: FIXED COSTS		0
9502.2	SUBTOTAL: OTHER OPERATING EXPENSES (from Schedule 24)		0
9545.5	Interest on Working Capital *		
9546.0	Interest on Late Payments, Penalties *		
9530.0	SUBTOTAL: NON-ALLOWABLE EXP		
9500.0	TOTAL HCF-2-NH EXPENSES		0

¹ For Fixed Cost expenses, the Non-Allowable portion should be the difference between the Reported Expenses and the Allowable Fixed Costs on Schedule 4 of the HCF-2-NH.
 * Non-Allowable Expense

Schedule 23

Realty Company Mortgages and Notes Payable Supporting Fixed Assets 1
(This information must be taken directly from the HCF-2-NH, Schedule 9)

³ Type of Notes Payable	Lender Name	Rel. Party Y/N	Date Mort. Acquired Mo/Da/Yr	Due Date Mo/Da/Yr	No.of Months Amort.	Monthly Payments	Original Mortgage Amount	Mort.Acq. Costs	2015 Amort.of Mort. Acq Costs	² Bal. 01/01/2015	Principal Payment	Bal. 12/31/2015	Rate %	Interest Expense	Period Expense *	
Totals	XXXX	XX	XXXXX	XXXX	XXX	XXX	XXXXX			XXXX	XXXX		XXXX			

*See Instructions

a

b

c

Total Fixed Interest a + b + c (9545.0) =

1. This schedule should include all mortgages and notes payable whether or not interest expense is incurred. Each new note should be reported with all information items filled in completely. New notes or enhancements of existing notes should be reported on a new line separately.
2. For new loans in 2015, post the beginning mortgage balance of the loan in this column.
3. Summarize Other Mortgages and Notes in this row and provide details in Schedule 20: Footnotes and Explanations.

Schedule 24

Realty Company Detail of Other Operating Expenses

(This information must be taken directly from the HCF-2-NH, Schedule 3)

DESCRIPTION	REPORTED EXPENSES	NON-ALLOWABLE EXPENSES	CLAIMED HCF-2-NH OPERATING COSTS
SUBTOTAL:OTHER EXPENSES(9502.3) (A)	0	0	0
TOTAL HCF-2 UTILITIES & PLANT OPERATING EXPENSES(9502.4) (B)	0	0	0
TOTAL HCF-2 OTHER OPERATING EXPENSES(9502.2) (A) + (B)	0	0	0

Section A

Submission Attestation Sections

Signatures are required to submit this cost report electronically. There are three sections that require signature: (A) Preparer certification, (B) Accuracy of Reported Costs certification by Owner, Partner or Officer and (C) Use of Public Funds certification by Owner, Partner, Officer or Administrator.

Section A - Preparer Type of Accounting Service:

CERTIFICATION BY PREPARER OTHER THAN OWNER, PARTNER OR OFFICER

Enter below Name of Preparer other than Owner, Partner or Officer :

Firm Name:	
Preparer's Last Name:	
Middle Name:	
First Name :	
Title :	
Preparer's Address:	
Phone Number: (###-###-####)	
Type of service performed by preparer:	Compilation

By checking the box below I hereby certify that I am the preparer noted above and that the type of accounting service performed is accurate as noted.

Signature of authorized Cost Report Submitter:	
Date of Authorization (MO/DA/YR):	04/19/2016
Submitter's acknowledgement:	

Section B

Section B - Accuracy of Reported Costs:

CERTIFICATION BY OWNER,PARTNER OR OFFICER

Provider Name :E. LONGMEADOW SKILLED NURSING CTR

Vendor Payment Number :0919969

Reporting Period : 01/01/2015 to 12/31/2015

I declare and affirm under the penalties of perjury that this cost report and supporting schedules have been examined by me and, to the best of my knowledge and belief, are a true and correct statement of total operating expenditures, balance sheet, earnings and expenses. Further, I declare that the report and supplemental information were prepared from the books and records of the provider, unless otherwise noted, in accordance with applicable regulations and instructions. I understand that any payment resulting from this report will be from state and federal funds and that any false statements or documents, or the concealment of a material fact, may be prosecuted under applicable federal and state laws. I also understand that this report and supporting schedules are subject to audit and verification by the Center for Health Information and Analysis or any other state or federal agency or their subcontractors. I will keep all records, books, and other information pertaining to this cost report for a period of five years. If there is an unresolved audit exception, I will keep these records until all issues are resolved.

Enter the Name of the Owner,Partner, or Officer authorizing this certification:

Last Name:	Jones
First Name :	William
Middle Name:	C.
Title :	Senior Vice President and Treasurer

By checking the box below I hereby certify that I am the authorizing person noted above and that the type of accounting service performed is accurate as noted.

Signature of authorized Cost Report Submitter:	Jones,C.,William - Jon581
Date of Authorization (MO/DA/YR):	04/19/2016
Submitter's acknowledgement:	X

Section C

Section C - Use of Public Funds:

CERTIFICATION BY OWNER, PARTNER, OFFICER OR ADMINISTRATOR

Section 681 of Chapter 26 of the Acts of 2003 requires that a nursing home or health care facility receiving public funds must certify that these funds shall not be used directly or indirectly for political contributions, lobbying activities, entertainment expenses or efforts to assist, promote, deter or discourage union organizing. In accordance with Section 681, the facility representative whose signature appears below, hereby certifies to the best of his/her knowledge, by said signature, that from and after the date of this certification, the facility shall not use public funds received from the Commonwealth of Massachusetts, directly or indirectly, for purposes of political contributions, lobbying activities, entertainment expenses or efforts to assist, promote, deter or discourage union organizing. directly or indirectly, for purposes of political contributions, lobbying activities, entertainment expenses or efforts to assist, promote, deter or discourage union organizing.

This certification is signed under pains and penalties of perjury

Enter below the Name of the Owner, Partner, Officer or Administrator authorizing this certification:

Last Name:	Jones
First Name :	William
Middle Name:	C.
Title :	Senior Vice President and Treasurer

By checking the box below I hereby certify that I am the authorizing person noted above and that the type of accounting service performed is accurate as noted.

Signature of authorized Cost Report Submitter:	Jones,C.,William - Jon581
Date of Authorization (MO/DA/YR):	04/19/2016
Submitter's acknowledgement:	X



Center for Health Information and Analysis
 501 Boylston Street
 Boston, MA 02116
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 TTY (617) 988-3175