WOLF LAUREL

MENTAL HEALTH & WELLNESS

FACILITY SERVICES AGREEMENT

This Facility Services Agreement ("Agreement") is entered into as of the date last signed below ("Effective Date"), by and between:

Wolf Laurel Mental Health ("Provider"), a psychiatric and behavioral health practice owned and operated by **Stephanie Lonow, PA-C**, a licensed Physician Associate specializing in psychiatric and behavioral health services. All clinical services under this Agreement shall be performed by Stephanie Lonow, PA-C, unless otherwise agreed in writing by the Parties;

AND

Facility Name ("Facility")	
Facility Address	
Facility License / CMS Cert. No.	

Provider and Facility may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Facility operates a skilled nursing facility licensed by the applicable state regulatory authority and certified to participate in the Medicare and/or Medicaid programs;

WHEREAS, Provider is a psychiatric and behavioral health practice owned and operated by Stephanie Lonow, PA-C, a licensed Physician Associate with specialized training in psychiatry and behavioral health, qualified and authorized under applicable state and federal law to provide psychiatric evaluation, psychotherapy, medication management, and behavioral health services within the scope of PA practice, and enrolled as a Medicare and/or Medicaid provider;

WHEREAS, Facility desires to engage Provider to furnish mental health services to Facility's residents, and Provider desires to provide such services and shall bill Medicare, Medicaid, or other applicable third-party payors directly for all covered services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

ARTICLE I — SCOPE OF SERVICES

1.1 Services Provided

Wolf Laurel Mental Health shall furnish the following psychiatric and behavioral health services to eligible residents of the Facility ("Services"). All Services shall be performed by Stephanie Lonow, PA-C, unless a qualified substitute clinician has been approved in writing by Facility:

- Psychiatric evaluation and diagnostic assessment of new and existing residents, including residents with dementia-related behavioral disturbances, mood disorders, anxiety, psychosis, and adjustment disorders associated with facility placement or changes in medical status
- Psychotropic medication management, including initiation, titration, tapering, and discontinuation of psychiatric medications, with attention to polypharmacy considerations, fall risk, and CMS psychotropic reduction requirements, within the scope of PA-C practice and applicable collaborative or supervisory agreements
- Neurocognitive and behavioral assessments, including dementia staging, delirium screening, capacity evaluations, and cognitive-decline monitoring
- Individual psychotherapy and supportive counseling for residents experiencing depression, grief, loss, trauma, adjustment to skilled nursing placement, and end-of-life distress
- Behavioral intervention planning for residents exhibiting agitation, aggression, wandering, resistance to care, sundowning, or other neuropsychiatric symptoms of dementia
- Consultation to Facility nursing and direct-care staff on non-pharmacological behavioral interventions, de-escalation strategies, trauma-informed care, and person-centered dementia care approaches
- Crisis assessment and stabilization for acute psychiatric presentations, including assessment of imminent safety risk and coordination with emergency services when indicated
- Substance use disorder screening, brief intervention, and referral services as clinically appropriate for the SNF population
- Participation in interdisciplinary care team meetings, MDS behavioral health assessments (Sections D, E, and PHQ-9), excluding care plan development and discharge planning, which are the responsibility of the Facility social worker as reasonably requested by Facility
- Clinical documentation, progress notes, treatment plans, and psychiatric consultation reports in compliance with applicable Medicare, Medicaid, and state regulatory billing and documentation standards

1.2 Service Location

Services shall be provided on-site at the Facility. Telehealth services may be provided where clinically appropriate and permitted by applicable federal and state law, subject to Facility's prior approval.

1.3 Scheduling

Provider shall maintain a regular schedule of on-site visits as agreed upon by the Parties. The minimum visit schedule, specific days of the week, and any seasonal adjustments shall be documented in Exhibit A. Changes to the regular schedule require at least fourteen (14) calendar days' written notice to the Facility's designated clinical liaison, except in cases of Provider illness or emergency, in which case Provider shall notify Facility as soon as practicable and no later than two (2) hours before a scheduled visit.

1.4 Urgent and Crisis Response

Provider shall respond to urgent clinical consultation requests from Facility within the following timeframes:

- During scheduled on-site days: Provider shall respond to urgent referrals within two (2) hours of notification and shall assess the resident before leaving the Facility that day whenever clinically feasible
- During business hours on non-visit days (Monday through Friday, 8:00 AM to 5:00 PM): Provider shall respond to telephone or secure message consultations within four (4) hours of notification. If an on-site assessment is clinically indicated, Provider shall schedule the visit within one (1) business day
- After hours, weekends, and holidays: Provider shall respond to crisis calls within one (1) hour by telephone. Provider's after-hours response is limited to telephone triage, clinical guidance to Facility nursing staff, and coordination with emergency services when indicated. After-hours on-site visits are not included under this Agreement unless separately arranged

1.5 Cancellations and Coverage Gaps

If Provider is unable to fulfill a scheduled visit due to illness, personal emergency, or other unavoidable circumstance, Provider shall notify Facility's clinical liaison as soon as practicable. Provider shall reschedule any missed visit within five (5) business days. If Provider anticipates an absence exceeding five (5) consecutive business days, Provider shall notify Facility in writing and, where feasible, arrange for a qualified substitute clinician acceptable to Facility. Facility acknowledges that as a sole-provider practice, extended coverage arrangements may require mutual flexibility.

ARTICLE II — BILLING AND REIMBURSEMENT

2.1 Direct Billing by Provider

Provider shall bill Medicare, Medicaid, and all other applicable third-party payors directly for all covered Services rendered to Facility residents. Facility shall not be responsible for payment of any fees, charges, or reimbursement to Provider for Services covered by Medicare, Medicaid, or other third-party payors.

2.2 Billing Compliance

Provider shall ensure that all billing and claims submissions comply with applicable Medicare and Medicaid rules and regulations, including proper use of CPT/HCPCS codes, appropriate documentation to support medical necessity, and timely filing requirements. Provider shall maintain systems and processes to prevent the submission of false or fraudulent claims.

2.3 Facility Cooperation

Facility shall cooperate with Provider in facilitating accurate and timely billing, including providing access to resident demographic and insurance information, ensuring timely completion of required referral or authorization documentation, and coordinating regarding Medicare Part A and Part B billing to avoid duplicate claims.

2.4 No Referral Consideration

Nothing in this Agreement is intended to, nor shall it be construed as, an arrangement whereby Provider compensates Facility or Facility compensates Provider for the referral of residents or patients. The arrangement described herein reflects a legitimate services relationship and does not involve any exchange of value for referrals.

ARTICLE III — PATIENT PRIVACY, DATA PROTECTION, AND HIPAA COMPLIANCE

3.1 HIPAA Compliance

Both Parties acknowledge that they are Covered Entities as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 (collectively, "HIPAA Rules"). Each Party shall comply with all applicable requirements of the HIPAA Rules in connection with the Services provided under this Agreement.

3.2 Permitted Uses and Disclosures of PHI

The Parties shall use and disclose Protected Health Information ("PHI") only as permitted or required by the HIPAA Rules and applicable state law. Permitted disclosures under this Agreement include disclosures for treatment, payment, and healthcare operations purposes directly related to the care of Facility residents receiving Services from Provider. Neither Party shall use or disclose PHI for marketing, sale of PHI, or any purpose not expressly authorized by this Agreement, the HIPAA Rules, or written patient authorization.

3.3 Minimum Necessary Standard

Each Party shall limit its use, disclosure, and request of PHI to the minimum amount necessary to accomplish the intended purpose, except as otherwise required for treatment purposes or as otherwise permitted under the HIPAA Rules.

3.4 Administrative, Physical, and Technical Safeguards

Each Party shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI, including electronic PHI ("ePHI"), in accordance with the HIPAA Security Rule (45 CFR Part 164, Subpart C). These safeguards shall include, at a minimum:

- Workforce training on HIPAA privacy and security requirements
- Access controls limiting PHI access to authorized personnel on a need-to-know basis
- Encryption of ePHI in transit and at rest where technically feasible
- Audit controls to monitor access to and use of ePHI
- Physical security measures for areas where PHI is stored or accessed
- Incident response and breach notification procedures
- Regular risk assessments to identify vulnerabilities and implement corrective actions

3.5 Breach Notification

In the event of a breach of unsecured PHI as defined under the HITECH Act and 45 CFR § 164.402, the Party experiencing or discovering the breach shall notify the other Party without unreasonable delay and in no event later than thirty (30) days after discovery of the breach. The notification shall include, to the extent available, the nature and extent of the breach, the types of PHI involved, the individuals affected, and the corrective actions taken or planned. Each Party shall be responsible for providing notifications to affected individuals, the Secretary of HHS, and the media as required by 45 CFR §§ 164.404–164.408 with respect to breaches attributable to that Party.

3.6 Patient Rights

Each Party shall support and facilitate the exercise of patient rights under HIPAA, including the right to access, amend, and receive an accounting of disclosures of their PHI. Provider shall cooperate with Facility in responding to patient requests and complaints related to PHI privacy and security.

3.7 42 CFR Part 2 — Substance Use Disorder Records

To the extent that Provider renders substance use disorder assessment, referral, or treatment services, both Parties shall comply with the confidentiality requirements of 42 CFR Part 2 governing the use and disclosure of patient records relating to substance use disorder treatment. Provider shall not disclose patient-identifying information from such records without obtaining proper written patient consent in compliance with 42 CFR § 2.31. Facility staff shall be informed that substance use disorder records are subject to heightened protections and may not be re-disclosed without patient authorization.

3.8 State Privacy Laws

In addition to federal requirements, both Parties shall comply with all applicable state privacy and confidentiality laws governing mental health records, which may impose stricter requirements than HIPAA. Where state law provides greater privacy protections than HIPAA, the more protective standard shall apply.

3.9 Electronic Health Records

Provider shall document Services in the Facility's electronic health record ("EHR") system to the extent access is provided, or in Provider's own EHR system with appropriate and secure information sharing protocols. Where Provider

uses a separate EHR system, the Parties shall establish a process for timely and secure exchange of clinical information necessary for coordinated patient care.

3.10 Business Associate Agreements

To the extent either Party engages subcontractors or business associates who will have access to PHI in connection with this Agreement, that Party shall ensure appropriate Business Associate Agreements are in place as required by 45 CFR § 164.502(e) and § 164.504(e).

3.11 Return or Destruction of PHI Upon Termination

Upon termination of this Agreement, each Party shall, at the direction of the other Party, return or destroy all PHI received from or created on behalf of the other Party that is no longer needed for the purposes for which it was disclosed, except to the extent retention is required by law or for ongoing patient care obligations. Where return or destruction is not feasible, the Party retaining the PHI shall continue to protect it in accordance with this Agreement and the HIPAA Rules.

ARTICLE IV — PROVIDER OBLIGATIONS

4.1 Licensure and Credentials

Provider represents and warrants that Stephanie Lonow holds a current, unrestricted Physician Associate license and all certifications required by the state in which the Facility is located, and that she has specialized training and experience in psychiatric and behavioral health services. Provider shall practice within the scope authorized for Physician Associates under applicable state law and in accordance with any required collaborative or supervisory physician agreement. Provider shall maintain current Medicare and Medicaid enrollment and shall immediately notify Facility of any change in licensure status, disciplinary action, loss of payor enrollment, or investigation by any licensing board or governmental authority.

4.2 Standards of Care

Provider shall perform all Services in accordance with applicable professional standards of care, evidence-based clinical guidelines, and all applicable federal, state, and local laws, rules, and regulations, including CMS Conditions of Participation for skilled nursing facilities.

4.3 Background Checks and Exclusion Screening

Provider shall ensure that all personnel providing Services have undergone criminal background checks and have been screened against the OIG List of Excluded Individuals/Entities and the GSA System for Award Management prior to commencing Services, and on a monthly basis thereafter.

4.4 Training and Orientation

Provider's personnel shall complete Facility's orientation program and comply with Facility's policies and procedures while on premises, including infection control, emergency preparedness, resident rights, HIPAA privacy and security, and abuse/neglect prevention protocols.

4.5 Clinical Documentation

Provider shall maintain complete, accurate, and timely clinical documentation for all Services rendered, including treatment plans, progress notes, psychiatric evaluations, behavioral health assessments, and discharge summaries. Documentation shall comply with Medicare and Medicaid requirements, applicable state regulations, and Facility's documentation policies.

4.6 Quality and Outcomes Reporting

Provider shall cooperate with Facility in quality assurance and performance improvement activities, including providing data and reports on service utilization, clinical outcomes, and resident satisfaction as reasonably requested.

ARTICLE V — FACILITY OBLIGATIONS

5.1 Access and Support

Facility shall provide Provider with reasonable access to residents, clinical staff, medical records, and a suitable private space for the confidential delivery of Services which may include the resident's room in a skilled nursing facility setting. Facility shall designate a clinical liaison to coordinate scheduling, referrals, and interdisciplinary care-team communications.

5.2 Referral Process

Facility shall implement a referral process for identifying residents in need of mental health services and shall communicate referrals to Provider in a timely manner. Referrals shall include relevant clinical information to support Provider's assessment and treatment planning.

5.3 Resident Consent

Facility shall assist in obtaining necessary consents from residents or their legal representatives for mental health services, including HIPAA authorizations where required and any state-specific mental health treatment consents.

5.4 Regulatory Compliance

Facility shall maintain all licenses, certifications, and CMS certification required to operate as a skilled nursing facility.

ARTICLE VI — TERM AND TERMINATION

6.1 Initial Term

This Agreement shall commence on the Effective Date and continue for an initial term of twelve (12) months, unless earlier terminated as provided herein.

6.2 Renewal

Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods, unless either Party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.

6.3 Termination Without Cause

Either Party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other Party.

6.4 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof
- Loses any license, certification, or payor enrollment required to perform its obligations hereunder
- Is excluded from participation in any federal or state healthcare program
- Engages in conduct that constitutes fraud, gross negligence, or willful misconduct
- Violates any material provision of the HIPAA Rules or other applicable privacy laws

6.5 Transition of Care

Upon termination or expiration, Provider shall cooperate with Facility to ensure a smooth transition of care for all residents receiving Services. Provider shall complete and deliver all outstanding clinical documentation within thirty (30) days of the termination date and shall comply with the PHI return/destruction provisions of Article III.

ARTICLE VII — INSURANCE AND INDEMNIFICATION

7.1 Insurance

Provider shall maintain, at its own expense, the following minimum insurance coverage throughout the term of this Agreement:

- Professional liability (malpractice) insurance: $1,000,000 per occurrence / $3,000,000 aggregate
- General commercial liability insurance: $1,000,000 per occurrence / $2,000,000 aggregate
- Workers' compensation insurance as required by applicable law

Provider shall furnish certificates of insurance to Facility upon request and shall provide at least thirty (30) days' advance written notice of any cancellation or material change in coverage.

7.2 Mutual Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (a) the Indemnifying Party's breach of this Agreement, including any breach of privacy or security obligations; (b) the Indemnifying Party's negligent or wrongful acts or omissions; or (c) any violation of applicable law by the Indemnifying Party.

ARTICLE VIII — REGULATORY COMPLIANCE

8.1 Anti-Kickback and Stark Compliance

The Parties intend that this Agreement comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b), the Physician Self-Referral Law (42 U.S.C. § 1395nn), and their implementing regulations. No compensation or anything of value is exchanged between the Parties under this Agreement, and the arrangement is structured to avoid any implication that referrals are made in exchange for remuneration.

8.2 Access to Records

To the extent required by 42 U.S.C. § 1395x(v)(1)(I), Provider shall make available to the Secretary of Health and Human Services, the Comptroller General, and their authorized representatives, access to this Agreement and related books and records. This provision shall survive termination for four (4) years.

8.3 Compliance Programs

Each Party shall maintain a compliance program consistent with applicable federal and state law, including OIG Compliance Program Guidance.

ARTICLE IX — RELATIONSHIP OF THE PARTIES

Provider is an independent contractor. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship between Provider and Facility. Provider retains sole control over the manner and means of delivering Services, subject to the clinical and scheduling commitments in this Agreement. Provider is solely responsible for all taxes, insurance, and employment obligations related to Provider's practice and personnel.

ARTICLE X — DISPUTE RESOLUTION

10.1 Informal Resolution

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through direct negotiation.

10.2 Mediation

If the Parties are unable to resolve a dispute within thirty (30) days, either Party may initiate non-binding mediation, with costs shared equally.

10.3 Governing Law

This Agreement shall be governed by the laws of the state in which the Facility is located. Any legal action shall be brought in the state or federal courts located in the county where the Facility is situated.

ARTICLE XI — GENERAL PROVISIONS

11.1 Entire Agreement and Amendments

This Agreement, together with all Exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Agreement may not be modified except by a written instrument signed by both Parties.

11.2 Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except to an affiliate or successor-in-interest.

11.3 Notices

All notices shall be in writing and deemed given when delivered personally, sent by certified mail (return receipt requested), or sent by nationally recognized overnight courier to the addresses set forth herein.

11.4 Severability; Waiver

If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. Failure to enforce any provision shall not constitute a waiver of that provision or the right to enforce it later.

11.5 Force Majeure

Neither Party shall be liable for failure to perform due to circumstances beyond its reasonable control, including natural disasters, pandemics, or government orders.

11.6 Counterparts

This Agreement may be executed in counterparts. Electronic signatures shall be deemed valid and binding.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

WOLF LAUREL MENTAL HEALTH

Stephanie Lonow, PA-C, Owner/Principal

Signature: _____

Date: _____

FACILITY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A — SERVICE SCHEDULE AND RESPONSE COMMITMENTS

A.1 Regular Visit Schedule

Schedule Element	Commitment	Notes
Minimum on-site visits per week		
Scheduled visit days		
Typical visit hours		
Schedule change notice period	14 calendar days	Per Section 1.3
Missed visit reschedule window	5 business days	Per Section 1.5

A.2 Response Time Summary

Situation	Response Window	Response Type
Urgent — on-site day	2 hours	In-person assessment
Urgent — business hours, non-visit day	4 hours	Phone/secure message; on-site within 1 business day if indicated
Crisis — after hours / weekends / holidays	1 hour	Telephone triage and guidance to nursing staff

A.3 Facility Clinical Liaison

Primary Liaison Name	
Title	
Phone	
Email / Secure Message	
Backup Liaison Name	

Agreed and accepted by the Parties on the Effective Date.