



**THERAPY SERVICES AGREEMENT
BETWEEN
RIVER VALLEY SCHOOL DISTRICT
AND
UPLAND HILLS HEALTH, INC.
2021-2024 SCHOOL YEARS**

This **THERAPY SERVICES AGREEMENT** is entered into by and between Upland Hills Health, Inc. (hereinafter "Hospital") and the River Valley School District Board of Education (hereinafter "School").

WHEREAS, Hospital is a provider of physical, occupational and speech therapy services; and

WHEREAS, School is in need of physical, occupational and speech therapy services for some of its students;

NOW THEREFORE, Hospital and School agree as follows:

1. **Therapy Services.** Hospital shall provide physical, occupational and speech therapy services ("Services") to students within the jurisdiction of School. Services shall be provided within the framework of subchapter V of Chapter 115 of the Wisconsin Statutes and Section PI 11.24 of the Wisconsin Administrative Code.
2. **Therapists.** Services shall be provided by licensed physical, occupational and speech therapists and assistants employed by or under contract with Hospital (hereinafter referred to as "Therapists"). For Therapists providing Services under this Agreement, Hospital will secure DPI licenses for each Therapist; copies of each DPI license will be provided to School upon request. Hospital will conduct criminal background checks on all of its Therapists providing Services under this Agreement pursuant to the provisions of Wisconsin Act 27, and sections 48.685 and 50.065 of Wisconsin Statutes. If necessary, Hospital will secure additional DPI licensed staff as needed to cover hours of Service required. Any Therapist providing Services hereunder, whether permanent or temporary, shall be subject to prior approval by School.
3. **Specific Services Provided.** Services provided to students shall include treatment sessions with frequency and duration as determined appropriate by Therapists. Additionally, treatment shall include an initial evaluation performed by Therapists and regularly kept documentation and records of treatments and progress. Hospital's Therapists shall cooperate and, if necessary, participate in individual educational plan meetings. Hospital and School shall mutually schedule Services as and when needed.
4. **Eligible Students.** In order to receive Services under this Agreement, students must first be recommended for Services by School's multi-disciplinary team. School shall ensure that students scheduled to receive Services hereunder have received such approval. Hospital's compensation hereunder shall in no way be conditioned upon such approval having first been obtained, it being the sole responsibility of School to secure such approval.
5. **Compensation.**
 - a. School shall pay Hospital for Therapist treatment time, billed in quarter hour increments, at the following rates:

- Occupational/Physical therapy assistant – Forty-Four Dollars (\$44.00) per hour
- Physical, occupational and speech therapist – Sixty Seven and Seventy Five cents (\$67.75) per hour

Additionally, School shall pay Hospital for Therapists' time invested in individual educational plan meetings, multi-disciplinary team meetings and travel at the rates outlined above. Hospital shall also be reimbursed for Therapists' mileage at the federal rate. Hospital shall submit statements to School's administrator's office on a monthly basis. Payment will be made in a timely fashion by School to Hospital.

- b. Hospital will not assess any fees individually to students in connection with the provision of Services hereunder. Hospital shall provide Services to all students without regard to race, color, sex, age, handicapping condition, or other factors unrelated to a student's need for Services.

6. **Records/Confidentiality.**

- a. All records generated from Services provided hereunder are and shall be the property of School. All parties agree to follow confidentiality rules as required of School under the Family and Educational Right to Privacy Act (FERPA) and other laws applicable to School, as well as the HIPAA Privacy Rule, to the extent applicable to this arrangement and as it may apply to any protected health information ("PHI") in their custody. The parties agree that a student receiving Services hereunder shall not be considered a patient of Hospital for billing and medical records purposes.
- b. Each party shall, during and after the termination of the Agreement, keep confidential all proprietary business information concerning this Agreement and protect confidential proprietary business information from unauthorized disclosure by its agents and employees.

7. **School Responsibilities.** School shall have the following obligations under this Agreement:

- a. School will make available to the Hospital's Therapists adequate treatment space, special education materials and equipment for use with students under this Agreement.
- b. School shall be responsible for obtaining and retaining parental consent to treatment forms which are signed by the parent or guardian of any minor receiving Services under this Agreement.

8. **Status of Therapists.** It is specifically agreed and understood that the Therapists shall at all times be construed as employees and/or agents of Hospital. Therapists shall be under the administrative control of School and the professional supervision and direction of Hospital and shall provide Services consistent with the standards and practices applicable to their individual license classifications. Therapists shall abide by both Hospital employment policies and School policies applicable to persons who provide Services on School's campus or to School's students. School will notify Hospital and Therapists of such policies. Neither School nor Hospital shall have any control over the professional judgment of Therapists. School shall provide input to Hospital in connection with Hospital's performance evaluation of the Therapists; however, School shall promptly notify Hospital of any significant performance or personal conduct problems involving a Therapist and shall cooperate fully with Hospital in discussing, documenting and resolving any such problems.

9. **Employment Covenant.** School agrees not to directly or indirectly hire Hospital's Therapists for a



period of twelve (12) months from the last assignment with School. In the event a Therapist is employed by School within twelve (12) months of the Therapist's last assignment with School, School agrees to pay a fee of Twenty Thousand Dollars (\$20,000.00) in consideration of the costs incurred by Hospital to recruit, orientate and retain its health professionals. School may provide written notice of intent to hire a Therapist and continue to utilize such Therapist's Services through Hospital during the twelve (12) month notice period. The twelve (12) month notification period will only start upon receipt by Hospital of School's formal written notification.

10. **No Mutual Indemnification.** It is specifically agreed and understood that each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result in or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees, in performance or omission of any act or responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. Neither party will be required to indemnify or hold the other party harmless.
11. **Term of Agreement.** The term of this Agreement shall be from July 1st, 2021 through June 30th, 2024, unless earlier terminated in accordance with Paragraph 12, and shall continue from year to year thereafter unless written notice of desire to terminate the Agreement is served by either party on the other at least sixty (60) days prior to the renewal date.
12. **Termination.** Notwithstanding the stated term, this Agreement may be terminated at any time as follows:
 - a. **Without Cause.** By either party, without cause and without penalty, upon not less than sixty (60) days' prior written notice, specifying the effective date of termination.
 - b. **For Cause.** For cause by either party upon giving the other party not less than thirty (30) days' prior notice of termination in writing specifying the alleged breach or default and the date on which termination will be effective; provided, that in the event of termination for cause under this subparagraph, the party receiving notice shall have the notice period in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice. Cause under this subparagraph consists of a material breach or default by the party receiving notice in the performance or under the terms and conditions of this Agreement.
13. **No Intent to Induce Referrals.** There is no agreement, express or implied, among the parties governing the referral of students, patients or other business by virtue of this Agreement or any other arrangement or understanding among the parties. The parties are expressly authorized, encouraged, and required to make all judgments regarding referral solely on the basis of the student's demonstrated clinical needs and the abilities and qualifications of facilities and practitioners.
14. **Miscellaneous.**
 - a. **Notice.** Any notice required or authorized to be given hereunder shall be in writing and shall be delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses, or any new address of which notice is properly given. Notice shall be deemed to be delivered as of the date shown on the return receipt, whether or not delivery was accepted.

If to School: River Valley School District
Attn: District Administrator
660 W. Daley Street.
Spring Green, WI 53588

If to Hospital: Upland Hills Health, Inc.
Attn: CEO
800 Compassion Way
PO Box 800
Dodgeville, WI 53533-0800

- b. Severability. In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
- c. Assignment. This Agreement is personal to the parties and may not be assigned or transferred, nor may any of the duties and responsibilities be assigned or transferred, except by mutual written agreement.
- d. Waiver. The failure of either party to assist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
- e. Amendment. This Agreement may be amended only by written agreement of the parties.
- f. Applicable Law. This Agreement shall be interpreted according to the laws of the state of Wisconsin without regard to conflict of law rules thereof.
- g. Headings. The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.
- h. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and subsumes and incorporates all prior written and oral statements and understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date below.

**RIVER VALLEY SCHOOL DISTRICT
BOARD OF EDUCATION**

**UPLAND HILLS HEALTH, INC.
("HOSPITAL")**

Name (Print)

Name (Print)

Signature

Signature



Title

Title

Date

Date

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