

**REHABILITATION SERVICES
PROFESSIONAL SERVICE AGREEMENT**

Between

**ST. JOSEPH HOSPITAL, LLC
Lewiston, Idaho
and
LAPWAI SCHOOL DISTRICT**

This is an Agreement made effective on the 1st day of July, 2018, between ST. JOSEPH HOSPITAL, LLC (MEDICAL CENTER), of Lewiston, Idaho, and LAPWAI SCHOOL DISTRICT (SCHOOL), of Lapwai, Idaho.

For the consideration expressed herein, the parties agree as follows:

1. (a) SCHOOL has and will from time to time have students who will require physical, speech and / or occupational therapy services, and wishes to provide such services for its students.

 (b) MEDICAL CENTER agrees to provide such therapy services subject to the terms of this Agreement.
2. MEDICAL CENTER agrees to provide physical, speech and / or occupational therapy services to students of SCHOOL who require it Monday through Friday of each week, with the exception of school holidays. The provision of these services under the terms of this Agreement will, at all times, be subject to the reasonable availability of the therapist. If the therapists are not available at the time of a request for such service, the parties will endeavor to schedule the service for a later agreed upon time. MEDICAL CENTER reserves the right to decline the provision of such service when the therapists are not available.
3. MEDICAL CENTER will provide physical, speech and / or occupational services to students of SCHOOL who require it, normally on the premises of SCHOOL, subject to arrangements between MEDICAL CENTER and SCHOOL on an individual case basis. MEDICAL CENTER is granted the final decision as to whether or not MEDICAL CENTER will provide therapy services to any specific student.
4. Subject to the availability of the physical, speech and / or occupational therapist, MEDICAL CENTER shall, in consultation with SCHOOL, schedule students for these services. SCHOOL will provide blocks of time for therapy services such that multiple treatments or evaluations may be performed efficiently. In the event of a therapist shortage, MEDICAL CENTER will make a reasonable attempt to substitute the more available motor therapist if clinically appropriate.
5. For physical, speech and / or occupational therapy to be performed at SCHOOL, SCHOOL in consultation with MEDICAL CENTER, will make available to MEDICAL CENTER adequate working space to enable MEDICAL CENTER to carry out the services provided for in this Agreement. MEDICAL CENTER therapists will endeavor to provide therapy in an inclusive manner and in the least restrictive environment. MEDICAL CENTER shall be responsible for procuring any specialized equipment, tests, and/or supplies which it deems necessary to perform these services under the terms of this Agreement, subject to reimbursement by SCHOOL as set forth in Section 9 herein.

6. MEDICAL CENTER agrees that any of its employees assigned to provide such therapy services shall be fully qualified as therapists or assistants and qualified as such under applicable state and federal regulations.

7. MEDICAL CENTER agrees the therapists providing therapy services under the terms of this Agreement are included within MEDICAL CENTER's professional liability insurance coverage, and workers compensation insurance coverage.

8. The physical therapist, speech therapist or occupational therapist will, after receiving such referral from SCHOOL, perform an initial evaluation to establish a baseline of function. Subsequent follow-up treatment, if required, will be based upon the needs established by such initial evaluation, and upon recommendation of the therapist. MEDICAL CENTER, through the therapists, will make such progress reports to SCHOOL as the latter may from time to time reasonably require.

9. Within five (5) days following the end of each month during the term of this Agreement, MEDICAL CENTER shall submit to SCHOOL a record of therapy services rendered, together with fees for such services. Within fifteen (15) calendar days of receipt of this statement, or after the next meeting of its Board of Directors, SCHOOL will reimburse MEDICAL CENTER for such services. Fees billed to SCHOOL by MEDICAL CENTER as total reimbursement for services provided under terms of this Agreement will be based upon the following agreed charges:

A. Occupational therapy evaluation, therapy, consultation and documentation based on the log of service hours:

(1) Occupational therapist	\$22.60	Each 15 minutes
----------------------------	---------	-----------------

B. Speech/Language therapy evaluation, therapy, consultation, and documentation based on the log of service hours:

(1) Speech/Language therapist	\$19.54	Each 15 minutes
(2) Speech/Language therapist asst.	\$15.40	Each 15 minutes

C. Physical therapy evaluation, therapy, consultation and documentation based on the log of service hours:

(1) Physical therapist	\$22.60	Each 15 minutes
(2) Physical therapist assistant	\$15.40	Each 15 minutes

D. Equipment/supplies:

Any supplies consumed during the course of treatment or durable medical equipment recommended for the student for the direct purpose of enhancing or reinforcing the occupational, physical and/or speech therapy care of the student shall be issued to the student and billed to SCHOOL, subject to mutual agreement between the parties.

10. It is the intent of both parties to this Agreement that either party will bring up issues for discussion that need to be addressed and resolved in a timely manner. SCHOOL's Director of Special Services and MEDICAL CENTER's Rehabilitation Office Coordinator or Department Director to discuss issues and satisfaction related to this Agreement on an as needed basis. Any referrals or suggestions may be addressed to the Rehabilitation Office Coordinator.

11. The parties acknowledge that in the performance of this Agreement, each may have access to patient medical records and other protected health information, the confidentiality of which is protected by law. Neither party nor its agents shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the other party in writing, any patient or medical record information. Both parties shall comply with all federal and state laws and regulations, and all rules, regulations, and policies regarding the confidentiality of such patient information. The parties further acknowledge that each may be a "covered entity" and/or "business associate" under the Health Insurance Portability and Accountability Act (HIPAA). Each party represents and warrants to the other that it is or will be in compliance with the privacy provisions of HIPAA as found under 45 CFR, parts 160 and 164, standards for privacy or individually identifiable health information, commonly known as the "Final Privacy Rule," and each party shall cooperate with the other in implementing such business associate agreements or other agreements as HIPAA may require.

12. In the performance of its responsibilities hereunder, MEDICAL CENTER and SCHOOL are and at all times shall be independent contractors. MEDICAL CENTER and SCHOOL further agree to notify other party if any governmental agency asserts that MEDICAL CENTER or SCHOOL is not an independent contractor with respect to other party; and to permit other party to participate in any negotiations or proceedings involved in such matters. Neither MEDICAL CENTER nor SCHOOL shall have any power or authority to bind other party or to assume or create any obligation or responsibility, express or implied, on behalf or in the name of other party, except as expressly authorized by other party. MEDICAL CENTER employees shall not be considered employees of SCHOOL.

13. SCHOOL represents and warrants that it has not been nor is it about to be excluded from participation in any Federal Healthcare Program. SCHOOL agrees to notify MEDICAL CENTER within one (1) business day of SCHOOL's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of SCHOOL or any SCHOOL -owned subsidiary on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that SCHOOL is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program.

14. Any prior oral or written agreement for physical, speech and / or occupational therapy between SCHOOL and MEDICAL CENTER is hereby declared null and void.

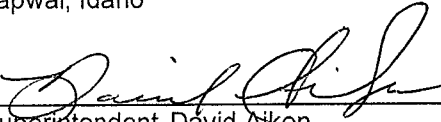
15. In the event any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover attorney fees as costs of court.

16. Any modification of this Agreement shall be effective only if stated in a writing signed by both parties.

17. This Agreement shall be binding upon the successors and assigns of the parties.

18. This Agreement shall be in effect until June 30, 2019, but will automatically renew for successive 1 year terms, unless terminated 30 days in advance. Notwithstanding the foregoing, this Agreement may be terminated by either party at any time and without cause upon sixty (60) days written notice of termination to the other.

LAPWAI SCHOOL DISTRICT
Lapwai, Idaho

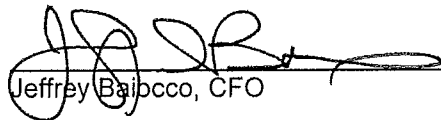


Superintendent, David Aiken

6 - 7 - 18

Date

ST. JOSEPH HOSPITAL, LLC
Lewiston, Idaho



Jeffrey Balocco, CFO

5/16/2018

Date