

REHABILITATION SERVICES AGREEMENT

THIS AGREEMENT, made this 22nd day of August, 2016
by and between the following:

Service Provider: **Lake Regional Health System**
(hereinafter referred to as Hospital)

Recipient: **Camdenton Public School District**
(hereinafter referred to as SD)

SD is required to provide certain special services for handicapped and disabled children residing within the district. These services include physical, occupational and speech therapy performed by duly licensed practitioners.

Hospital agrees to provide staff to provide necessary occupational and speech therapy services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **SERVICES**

Hospital shall provide staff to do necessary evaluation and treatment of children of SD, including those whom the SD contracts to provide services, for occupational therapy and speech therapy services, including the following: provide a licensed speech pathologist and occupational therapist to be at District's disposal; said speech pathologist and occupational therapist shall be licensed in Missouri, and shall maintain national credentials; provide individual and group speech pathology services to students as needed; provide consultative speech pathology and occupational therapy services to students as needed; provide written reports, collaborate with District staff and District speech pathologist during the IEP process and as needed.

2. **TERM**

This Agreement shall commence on _____ 2016, and shall remain in place for the 2016-2017 school year, as defined by District's calendar. Either party may terminate this agreement at any time by providing the other party thirty (30) days written notice. Upon joint acceptance by the parties hereto, this agreement may be renewed for one or more future school years.

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3. **COMPENSATION**

SD shall pay Hospital a fee of \$60 per hour for occupational therapy and speech therapy services provided by hospital staff. These charges shall apply to actual therapy services, record keeping, inservices, and any other actions related to services for SD incident to this Agreement without adjustment or reduction.

SD shall provide reimbursement for mileage for therapists for purpose of travel between school buildings and/or Hospital at the standard federal rate.

Hospital shall prepare monthly itemized billing statements for services. SD shall pay for services rendered within thirty (30) days of date of invoice receipt. SD shall cooperate as Hospital may request to provide information for Hospital's regulators, auditors and other monitoring agencies.

4. **CONTROL**

The relationship created hereby between SD and Hospital is that of an independent contractor, and not that of employer-employee, principal agent, partnership or any other arrangement. Hospital at all times remains the employer of occupational and speech therapists providing services contracted for by SD. Hospital controls the means and methods by which this contract is performed. SD specifies the desired results and impacts on scheduling by control of student or qualified children availability, but such does not change the nature of this independent contractor arrangement.

5. **INDEMNIFICATION**

SD will hold Hospital harmless from any loss, claim, demand, judgment, suit or other proceeding relating to services provided to children (students or otherwise) at the instruction and request of SD. SD shall hold Hospital harmless from all loss, claim, demand, judgment, suit or other proceeding based on or caused by any act or omission of any SD employee. Hospital shall hold SD harmless from any loss, claim, demand, judgment, suit or other proceeding relating to therapy services provided by Hospital employees. Hospital shall hold SD harmless from any loss, claim, demand, judgment, suit or other proceeding based on or caused by any act or omission of any Hospital employee.

6. **RECORDS**

All records made incident to services provided by Hospital's therapists shall be in their care, custody and control. Any records of Hospital relating to services provided pursuant to this Agreement shall be released only upon SD's written authorization. SD shall not release any information in its possession relating to any child's medical condition made by therapists incident to providing services hereunder without Hospital's written authorization.

7. **INSURANCE**

The cost of professional and general liability insurance for Hospital's staff shall be borne by Hospital, who will upon request furnish proof of such coverage to SD. Hospital's current policy limits are \$1,000,000/\$3,000,000, and future coverage may not be less than this amount. SD agrees to maintain public liability insurance on all common areas and agrees to indemnify Hospital from all claims arising out of the use of public and common areas by patients of Hospital. SD will,

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upon request, furnish proof of this insurance to Hospital.

8. MISCELLANEOUS

The following provisions are applicable to this agreement:

(a) Amendment: This Agreement shall be amended only by a writing executed by both parties.

(b) Incorporation: This Agreement incorporates all prior negotiations and understandings. There are no other understandings or agreements except as set forth herein.

(c) Severability: If any term hereof is found to be illegal or unenforceable, such invalidity shall not affect the validity of remaining provisions.

(d) During the term of this agreement and for one (1) year after its termination, neither SD, any subsidiaries, related parties, or rehabilitation services companies contracted by SD will attempt to induce any employee or contractor of Hospital to terminate his/her relationship with Hospital or knowingly employ any employee or contractor of Hospital unless agreed to by Hospital.

EXECUTED IN DUPLICATE ORIGINALS, each signed copy having the full force and effect of an original this 22nd day of August 2016.

LAKE REGIONAL HEALTH SYSTEM

CAMDENTON SCHOOL DISTRICT

Administrator, LRHS

Administrator, Camdenton School District

Date

Date