

AGREEMENT FOR THERAPY SERVICES

THIS AGREEMENT is entered into by and between the **MENIFEE COUNTY BOARD OF EDUCATION** (hereinafter "MCBOE"), with an address of P. O. Box 110, Frenchburg, Kentucky 40322 and **APPALACHIAN REGIONAL HEALTHCARE, INC., dba Morgan County ARH Hospital** with an address of 476 West Liberty Road, West Liberty, Kentucky 41472(hereinafter "ARH").

WHEREAS, the MCBOE desires to obtain Physical Therapy Services for students in its School System; and

WHEREAS, ARH desires to provide Physical Therapy Services to the MCBOE students in the School System;

WHEREAS, the parties entered into an Agreement for Therapy Services to be effective from August 1, 2023, through July 31, 2024, and upon commencement of this Agreement both parties desire the Prior Agreement be expressly terminated and superseded;

NOW, THEREFORE, in consideration of and for the premises and the mutual covenants between the parties, it is hereby agreed as follows:

I. TERM

This Agreement shall commence on **August 1, 2024**, and shall continue thereafter until **July 31, 2025**, unless sooner terminated as hereinafter provided.

II. SERVICES

2.1 Scope: During the term of this Agreement, ARH agrees to provide Physical Therapy Services to school students referred by the MCBOE through its authorized representatives whose names shall be provided to ARH in writing at the beginning of the term of this Agreement.

2.2 Reports: ARH shall forward a report of the evaluation and recommendations to the Meniffee County Board of Education School System to the attention of a representative designated by MCBOE.

2.3 Communication: ARH and MCBOE agree to maintain continuous communications regarding children in need of either evaluation or therapy (to include a child's I.E.P and reviews). Further, ARH and MCBOE agree that designated representatives shall attend collaborative team meetings to the extent possible.

2.4 Records: ARH agrees to maintain all records related to the provided services.

2.5 Confidentiality:

A. ARH and MCBOE agree to maintain client confidentiality in accordance with all state and federal regulations. The parties will also comply with the Security and Privacy Standards of the Health Insurance Portability and Accountability Act ("HIPAA") relating to Protected Health Information, Electronic Health Information or otherwise (collectively "PHI") and, as such, MCBOE agrees that it will:

1. only use or disclose PHI as permitted under this agreement and not in a manner that would violate the Privacy Standards if such actions were taken by ARH;
2. use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this agreement;
3. report any known misuse of PHI to ARH;
4. impose the requirements of this paragraph on any subcontractors or agents rendering services under this agreement;
5. make PHI available to ARH for amendment in accordance with applicable law upon reasonable request;
6. make PHI and an accounting of disclosures available to individuals designated by ARH; and
7. make its internal practices, books, and records relating to use and disclosure of PHI available to the Department of Health and Human Services.

B. For purposes of this paragraph, the term "Protected Health Information" or "PHI" means health information or electronic health information including demographic information collected from an individual and

1. is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and
2. relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and
3. is transmitted by electronic media; maintained in any medium constituting electronic media; or transmitted or maintained in any other form or medium.

It shall not, however, include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. 1232g or records described in 20 U.S.C. 1232g(a)(4)(B)(iv).

C. ARH shall have the right to terminate this agreement upon material breach of this paragraph by MCBOE. Upon termination of this agreement for any reason and under any provision of the agreement, MCBOE shall return or destroy

all PHI, if feasible, and, if not feasible, the obligations of this paragraph shall survive termination.

2.6 Scheduling: MCBOE agrees to have Special Education or School Coordinators refer and schedule appointments.

2.7 Case History: MCBOE agrees to have case history forms obtained when requested by ARH Therapists.

2.8 Justification: ARH will provide MCBOE with all necessary documentation to justify that the services listed herein are being met.

2.9 Counseling: ARH will provide teacher/family counseling and training on ways to work with children in the school/home, in conjunction with therapies listed.

2.10 Rescheduling: ARH and MCBOE agree that attempts will be made to reschedule therapy sessions that are canceled due to the inclement weather or sickness.

2.11 Evaluation Reports: ARH shall submit evaluation and other reports as required by the MCBOE and such regulations as are promulgated by the Kentucky Board of Education and other State and Federal Laws. ARH will also participate in Admission and Release Committee ("ARC") conferences when appropriate, and only upon seven (7) days notice of such conferences provided to ARH at its Morgan County ARH Hospital facility.

III. FEES

3.1 Rates: MCBOE shall pay ARH for services rendered under this Agreement as follows: The sum of Eighty-Five Dollars and Zero Cents (\$85.00) per hour for therapy services rendered or the sum of Twenty-One Dollars and Twenty-Five Cents (\$21.25) per fifteen (15) minute units of therapy services rendered. MCBOE also agrees to pay ARH the sum of Eighty-Five Dollars and Zero Cents (\$85.00) per evaluation report. Payments for services include but not limited to direct and indirect treatment, documentation, IEP/ARC meetings, reviews and school sponsored/required education/training.

3.2 Billing and Payment: ARH will invoice the MCBOE monthly. Invoices will include the names of each student served, dates of service, location, description of the services, the correct insurance code for the service when applicable, and the total amount due. MCBOE agrees to provide ARH with all information necessary regarding participating students, sufficient to accurately document and invoice the services rendered. MCBOE agrees to pay all invoice amounts within sixty (60) days from the invoice date, a late fee of Ten Dollars (\$10.00) per month shall be assessed and interest shall accrue and be owed to ARH on the unpaid balance at the rate of One and One-Half Percent (1-1/2%) per month.

Invoices to MCBOE will be sent to the below address:

Menifee County Board of Education
P. O. Box 110
Frenchburg, Kentucky 40322

Payments for services should be mailed to:

Appalachian Regional Healthcare, Inc.
dba Morgan County ARH Hospital
476 West Liberty Road
West Liberty, Kentucky 44172

IV. TERMINATION

4.1 Without Cause: Prior to the expiration of the term of this Agreement, it may be terminated by either party without cause by serving written notice of same upon the other party. Termination shall be effective sixty (60) days following the other party's receipt of said notice.

4.2 For Cause: Either party may terminate this Agreement upon the other party's breach of any of the provisions herein. Termination pursuant to this paragraph shall be effective fourteen (14) days after the non-breaching party delivers written notice of breach to the other party.

4.3 Compliance with Laws and Regulations: In the event either party to this Agreement, in consultation with counsel, develops a good faith concern that any provision herein or any activity of the other party in performance of this Agreement is in violation of any applicable federal, state or local laws or any regulation, order or policy issued under any such laws, such party shall immediately notify the other party in writing of such concern and the specific activities giving rise to such concern and reasons therefor. If an agreement on a method for resolving such concern is not reached within fifteen (15) days of such written notice, the activities described in the notice will cease or be appropriately altered until the concern is resolved. In the event such activities do not cease, the party who has raised the concern and given notice of it may terminate this Agreement immediately.

4.4 Changes in Laws and Regulations: In the event any applicable federal, state or local laws or any regulation, order, or policy issued under any such laws, is changed, or judicially interpreted in such a way which will have material adverse effect on the benefits anticipated by either or both parties to this Agreement, the adversely affected party shall notify the other party in writing of such change and effect. The parties will then enter into good faith negotiations to revise the Agreement to compensate for such change. If an agreement on the method for revising this Agreement is not reached in thirty (30) days of such written notice, either party may terminate this Agreement immediately.

V. NOTICE

5.1 Written notice under this Agreement shall be delivered personally or sent by United States certified mail, postage prepaid and return receipt requested, and addressed or delivered to the parties at the following addresses. If personally delivered, such notice shall be effective upon delivery. If mailed, such notice shall be deemed effective three (3) days after mailing.

ARH: Appalachian Regional Healthcare, Inc.
Attn: Chief Legal Officer
100 Airport Gardens Road
Hazard, Kentucky 41701

MCBOE: Menifee County Board of Education
Attention: _____
P. O. Box 110
Frenchburg, Kentucky 40322

VI. Miscellaneous Provisions

6.1 Access to Records: All records of evaluation and treatment of any student generated as a result of this agreement shall be regarded as student records under the provisions of the Family Education Rights Privacy Act (FERPA). Neither party may disclose or re-disclose those records except as authorized under the terms of FERPA. Provided however, to the extent required by Section 952 of the Omnibus Reconciliation Act of 1980 and the regulations promulgated thereunder, both parties agree to provide access to their books and records to the other party. All other information obtained by either party in the performance of this Agreement relating to the other party's costs, concepts, practices and delivery of services shall be deemed confidential information and neither party shall disclose such information to any other persons or entity without the express written permission of the other party. The mutual covenants contained in this paragraph shall survive the termination of this Agreement.

6.2 Recruitment: Neither party shall solicit or attempt to recruit personnel employed by the other party for a term of two (2) years after the ending date of this agreement. If either party wishes to recruit personnel employed by the other party before the two (2) year term, a recruitment fee in the amount of twenty thousand dollars (\$20,000.00) will be paid to the other party.

6.3 Assignment and Delegation: Neither this Agreement, nor any of the rights or duties herein may be assigned or delegated by either party without the written consent of the other party.

6.4 Governing Law: The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder, and the construction of the terms hereof shall be governed in accordance with laws of the Commonwealth of Kentucky.

6.5 Severability: If any portion of this Agreement should be held void or unenforceable, that portion will be treated as severable, leaving valid the remainder of the Agreement notwithstanding the part or parts found void or unenforceable.

6.6 Waiver: The waiver of any breach of any covenant, condition or stipulation herein shall not be construed as a waiver of any subsequent breach of the same or any other covenant, condition or stipulation. ARH's acceptance of a check from the MCBOE for services rendered during any period in which the MCBOE may be in default shall not be deemed to be a waiver of such default.

6.7 Force Majeure: Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed to have resulted directly or indirectly from acts of God, civil or military authorities, public enemies, war, or from accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

6.8 Entire Agreement: This Agreement contains a full and complete expression of the rights and obligations of the parties pertaining to the subject matter hereof, and it supersedes all other agreements, written or oral, previously made by the parties. This Agreement may only be modified by a writing, signed by the parties hereto.

6.9 Obligation of Good Faith: Each party is obligated to act in good faith in the performance and enforcement of its obligations herein, and shall deal fairly and reasonably with the other party, having due regard for all relevant facts and circumstances.

6.10 Independent Relationship: MCBOE and ARH intend to act and perform as independent contractors, and provisions of this Agreement are not intended to create any partnership, joint venture, agency or employment relationship between the parties. Each party shall be solely responsible for and shall comply with all state and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions and other employment related statutes and applicable to that party.

6.11 Federal False Claims Act and Related Regulations: The Federal government and the states of Kentucky and West Virginia have strict laws and regulations in place to prevent fraud, waste, and abuse of Federal and Federally funded health care programs. These laws and regulations are specifically designed to prevent individuals from making false claims and statements in order to defraud Federally funded programs. Section 6032 of the Deficit Reduction Act of 2005 requires ARH to make contractors aware of this.

The Federal False Claims Act included whistleblower provisions that protect contractors reporting violations of the Act from being discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of the contract because of lawful acts done by the contractor on behalf of the contractor or others in furtherance of an action brought forward, including investigation for, initiation of, testimony for, or assistance in an action filed or to be filed.

ARH has specific policies and procedures, and an Organizational Compliance Plan and Program in place that address the laws and regulations listed above. ARH policy D-11-08 False Claims Statutes, provides a detailed description of the false claims statutes and their related protections. The ARH Organizational Compliance Plan is the organization's primary means for detecting and preventing fraud, waste, and abuse. Policy D-II-08 can be viewed on the ARH Internet site and the Organizational Compliance Plan can be made available upon request. ARH contractors are expected to review and abide by these policies.

This Agreement shall not be effective until it is signed by the Chief Financial Officer of Appalachian Regional Healthcare, Inc., and by a duly authorized representative of the MCBOE.

APPALACHIAN REGIONAL HEALTHCARE, INC.

By: _____ Date: _____
Byron Gabbard
Chief Financial Officer

MENIFEE COUNTY BOARD OF EDUCATION

By: _____ Date: _____

Title: _____