

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

Between

PALOUSE PRAIRIE SCHOOL
1500 LEVICK STREET
MOSCOW, IDAHO - 83843

And

GRITMAN MEDICAL CENTER, INC.
MOSCOW, IDAHO - AN IDAHO NOT-FOR-PROFIT CORPORATION

Type of Professional Services:

X Occupational Therapy
X Physical Therapy
X Speech Therapy

Whereas:

The above-named institution (hereinafter referred to as the "Facility") seeks to provide the best care possible at all times for its patients and, as continuing assurance of this policy, desires to have available the services of qualified professionals to provide clinical services for patients and to participate in the Facility's programs of staff development; and,

Whereas:

The Facility does not employ on staff a professional of the type specified above and Gritman Medical Center (hereinafter referred to as "Contractor") has employees professionally qualified and willing to perform these functions insofar as they are related to their professional training; and,

Whereas:

It is desirable, both as a matter of record and as reference for authorized surveying agencies, that arrangements for the provision of such services be in written form; then,

Therefore:

These parties do hereby commit to writing and agree on this day of signing to the terms enumerated below:

I. **Scope:**

This is an agreement for contractor (through its employees) to provide professional clinical and consultative services to Facility designated above.

II. **Responsibilities and Functions:**

A. The Contractor shall provide quality personnel to:

1. Provide therapy services in line with accepted professional standards for such care and in accordance with specifications for placement and hours of service delivery stated on the Individualized Family Service Plan (IFSP) or Individualized Education Plan (IEP). The therapist will supervise paraprofessionals trained in accordance with accepted professional standards in providing direct therapy services to clients. Exceptions will be made when the therapist, in collaboration with the client's multi-disciplinary team, decides that direct service provision by the therapist is necessary for service delivery to be appropriate.
2. Participate, as may be appropriate, in Facility's in-service education program.
3. Participate in student care conferences and provide professional guidance to administrative staff for the development and implementation of those Facility programs intrinsic to the Contractor's service.
4. Provide professional guidance and consultation, as may be appropriate, directly to supervisory and direct service personnel responsible for a function (or functions) of the Facility which relates to the Contractor's service.
5. Schedule services to ensure, on behalf of Facility, minimized travel to and from assigned location(s) and according to the student's schedule.
6. Provide documentation of service in compliance with applicable regulatory standards.

B. The Facility Shall:

1. Provide appropriate facilities and equipment to allow Contractor to provide professional services.
2. Coordinate and schedule interdepartmental or committee conferences, IEP and transition meetings, and notify the Contractor promptly of any anticipated need for his/her involvement therein.

- The facility will provide three weeks advanced notice of intent to schedule whenever possible.
 - The contractor will make reasonable attempts to attend conferences scheduled with less than three weeks advanced notice, but can not guarantee their attendance.
3. Retain written documentation provided by the Contractor to Facility and, as deemed to be necessary, and shall coordinate follow-up action.
 4. Not restrict or limit the Contractor's right to exercise his/her independent professional judgment, including his/her right to recommend services to be rendered and the manner to be used in performing those services, provided, however, that the Facility shall retain overall professional and administrative responsibility for the services rendered.

III. ***Qualifications of Contractors Employees:***

Contractor's employees fully meet those qualifications specified by governmental or professional agency regulations as are applicable to his/her profession. If necessary, for reference of authorized surveying personnel, the Therapist will provide credentials of such qualifications which shall be attached to and become a part of this agreement.

IV. ***Liability***

- A. Contractor will maintain liability insurance and malpractice insurance in the amount of \$1 million dollars per occurrence, \$3 million dollars aggregate coverage.
- B. The Contractor will hold the Facility harmless from any and all costs (including court costs and reasonable Attorney's fees) and damages which Facility may incur as a result of Contractor's failure to fulfill any of his/her obligations under this agreement.
- C. Facility will hold Contractor harmless from any and all costs, as above, and damages which Facility may incur as a result of Facility's failure to fulfill any obligations under this agreement.

V. ***Crimes Against Children:***

Contractor, and any agent or employee of Contractor, shall not allow any individual or employee to work under this contract in a public school, when such

individual would have contact with children at the public school, and the individual has pled guilty to or been convicted of any felony crime involving the following: the physical neglect of a child under Chapter 9A.42 RCW, the physical injury of a child under Chapter 9A.32 of 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW) sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of Idaho and any other jurisdiction. These requirements are in accordance with provisions of RCW 28A.400.330. In addition, any failure to comply with this requirement by Contractor, shall be grounds for the District to immediately terminate this contract and all obligations hereunder.

VI. Terms:

A. Hours of Service:

Hours will be commensurate with needs of the Facility's residents as determined mutually by the Facility administrator or designee, and the contractor's representative. All actual hours of service shall be recorded.

B. Compensation to Contractor:

1. \$75.10 per hour of service to the facility.
2. The facility agrees to reimburse the contractor at the hourly rate for the therapist's time spent preparing for and providing treatment, consultation, report writing and any other documentation needed to comply with the facilities' special education requirements and professional standards, whether done on or off-site.
3. Travel time will be compensated at the contracted hourly rate for reasonable and customary travel to and from the location which is necessary to participate in, or fulfill, on behalf of the Facility assignments outlined in the Responsibilities and Functions, number A.1 through A.6 of this agreement. The Contractor agrees to work with the Facility to minimize the amount of travel required to fulfill these Responsibilities and Functions.
4. All amounts due the Contractor shall be billed to the Facility through its administrator. The Facility shall have no obligation to compensate Contractor until Contractor submits a written, detailed bill of service.

C. Duration of Agreement:

This agreement shall become effective on September 1, 2013 through August 31, 2014. The contract shall remain in effect unless terminated by either party upon 60 days written notice. This agreement may be terminated by mutual consent of the parties. This agreement may be renewable by mutual consent of the parties for a period designated at the time of renewal.

In the event local, state, or federal government agencies promulgate regulations which may affect these terms, this agreement shall be immediately subject to renegotiation upon the initiative of either party.

D. Outside Services:

Nothing in this agreement shall be construed as limiting or restricting in any manner Contractor's rights to render the same or similar services as those covered by this agreement to other individuals and entities, including but not limited to, other nursing homes and acute care facilities during the term of this agreement.

VII. *Access to Contractor's Contract, Books, Records, and Documents:*

In the event that the services rendered hereunder have a 12-month term or value of \$10,000 or more, the Secretary of the Department of Health and Human Services and the Comptroller General, pursuant to the provisions of the Section 952 of the Omnibus Reconciliation Act of 1980, as amended, shall have access, upon request, to the books, documents and records of Contractor that are necessary to verify the value and extent of the costs of services furnished under this agreement.

This provision shall not be construed to permit access to books, records and documentation deemed confidential under any evidentiary privileges, including, but not limited to, the attorney-client, doctor-patient or accountant-client privileges.

Such right of access shall prevail until the expiration of four years after services are furnished under the contract.

In the event that services hereunder are to be furnished by a subcontract or organization related to Contractor, the subcontractor must contain a clause allowing for similar access to the books, documents and records of the subcontract or related organization.

In the event that Contractor or any subcontractor or related organization is requested to disclose any books, documents, or records to Department of Health

and Human Services or to Comptroller General relevant to this agreement, the disclosing party agrees to notify the Facility of the nature and scope of the request and may, as its option, make available for inspection by the Facility all such books, documents, or records which it intends to disclose.

VIII. *Nondiscrimination:*

No person shall, on the grounds of race, color, sex, national origin, age, physical or mental infirmity, or veteran status, be prohibited from participation in, be denied the benefits of, or be subjected to unlawful discrimination under any activity performed pursuant to this contract.

IX. *Force Majeure Clause:*

District and Contractor shall be excused from the performance of this Agreement during the time and to the extent that they are prevented from performing by Act of God, fire, strike, or government action.

X. *Default:*

In the event that Contractor shall be in default in the performance of any of the terms and conditions herein agreed to be kept and performed by Contractor, then in that event Facility may terminate and end this Agreement; and, in the event Facility brings a legal action to enforce any of the terms hereof, or otherwise, consultant agrees to pay Facility all costs of legal action.

XI. *Regulatory Requirements:*

Gritman Medical Center and **Palouse Prairie School** will operate at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of Gritman Medical Center (including the Legal Compliance Program), the applicable standards of the Joint Commission and the current community standard of care.

XII. *Non-Profit Status of Hospital and Medicare/Medicaid Issues:*

Gritman Medical Center is an organization described in Section 501 (c) (3) of the Internal Revenue Code and is exempt from taxation under Section 501 of the Code. The parties agree that the terms of this Agreement will not be used to carry on any trade or business which is an unrelated trade or business determined by applying Section 501 (c) (3) of the Code and exempt from taxation under Section 501 (a) thereof. Should anything in this Agreement jeopardize the Hospital's status as a 501 (c) (3) organization, this Agreement shall be immediately null and void and without further effect.

The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, federal, and local law,

including Medicare, Medicaid anti-fraud and abuse provision.

In the event legislation or regulations are later passed, the effect of which would be to make this Agreement illegal, or would affect Gritman Medical Center's tax exempt status or its ability to obtain reimbursement from Medicare or Medicaid programs due to the existence of this Agreement, this Agreement shall terminate automatically.

XIII. Waiver:

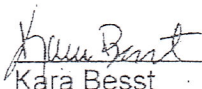
Waiver by Facility of any default in performance by Contractor at any time of any of the terms, covenants or conditions contained herein, shall not be deemed a continuing waiver of the same of any subsequent default herein.

XIV. Applicable Law:

This agreement is made under and shall be construed and enforced under in accordance with the laws of State of Idaho, venue shall be in Latah County.

XV. Modifications:

This Agreement shall constitute the entire Agreement between Facility and Contractor, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed, and approved in the same manner as this Agreement. There are no oral understandings or agreements not included herein.

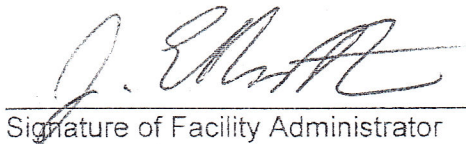


Kara Besst

President & CEO, Gritman Medical Center

5-15-2013


Date



Signature of Facility Administrator

8-5-2013

Date

 Director of Operations
Title PPSEL