

MILESTONE THERAPY, LLC.

Agreement #: D128.11

AGREEMENT FOR THERAPY STAFFING SERVICES

This Agreement for Therapy Staffing Services (“Agreement”) is made between Milestone Therapy, LLC (MST), an Illinois limited liability company with its principal place of business 2906 Highway Avenue, Highland, Indiana 46322 and the following School District (“FACILITY”):

School District #128
Palos Heights
12809 S. McVickers Ave.
Palos Heights, IL 60463

This Agreement is made and entered into this Thursday, the first day of August 2024, for the provisions of therapy services by MST to FACILITY and its students. The parties agree as follows:

1. MST shall provide to students of the FACILITY professional Therapy services, including treatment, instruction and care and MST shall provide to the FACILITY and its students services ancillary to such Therapy services (collectively, the “Services”) as set out in the attached Addendum(s) as they are amended or supplemented from time to time. The Services shall be provided by a Licensed Therapist or by a Certified Therapy Assistant working under supervision of a Licensed Therapist. All Therapists and Therapy Assistants providing Services under the Agreement shall be fully qualified under applicable law, agency rules and regulations and properly licensed and/or registered by the State of Illinois to provide those services.
2. Services will be provided by MST to FACILITY and its students as needed and when requested by FACILITY, determined pursuant to the provisions of this Agreement, including paragraphs 3 and 6 and accepted by MST. Should periodic adjustments in scheduling be necessary, the Licensed Therapist or Certified Therapy Assistant will adjust the schedule to fulfill the requirements hereunder. MST shall begin to provide and deliver said Services to FACILITY and its students commencing the beginning of the 2024-2025 school year calendar.
3. The type, length, duration and frequency of treatment necessary for a student shall be determined by a multidisciplinary team which shall include a Licensed Therapist (or, if a Licensed Therapist is not available and the FACILITY so chooses, a Certified Therapy Assistant who will present a report prepared by the Licensed Therapist).

4. MST and any Licensed Therapist or Certified Therapy Assistant providing Services hereunder shall abide by the currently approved methods, practices, and standards of the profession, abide by the applicable provisions of the respective discipline specific Illinois Therapy Acts, and by any reasonable and lawful rules or regulations established by FACILITY of which MST is notified in writing by FACILITY as being applicable to MST and its Therapists.
5. FACILITY shall provide and make available to MST sufficient treatment space and equipment at FACILITY'S places of business which will enable MST to provide competent and adequate Services. FACILITY agrees to provide equipment including, but not limited to, mats, balls, foam rolls, workbooks, therapeutic games, testing kits, and any other specific FACILITY based activities where treatment requiring such equipment is to be delivered. All such equipment is to be in adequate condition for use by the Licensed Therapist or Certified Therapy Assistant in providing the Services. Access to school internet and a computer will be provided by FACILITY for required documentation. In the event that a student needs specific equipment particularly associated with his/her condition on a recurrent, long term, or permanent basis, MST shall not be obligated to purchase said equipment but shall recommend the purchase of such equipment by the FACILITY, if it is necessary to implement the program. Any equipment purchased by the FACILITY under this provision shall remain the property of the FACILITY upon MST termination of Services. MST shall not be obligated to purchase said equipment.
6. The following procedures shall be followed for referral of students by FACILITY for evaluation or Therapy: referral and signed parental consent (state mandated form) given to Licensed Therapist or Certified Therapy Assistant from MST; MST schedules evaluation/treatment at child's school or established district center set up for treatment. Collection of Physician prescriptions for ongoing Therapy is the responsibility of FACILITY, and FACILITY is to have a copy delivered to MST within one (1) week of receipt.
7. FACILITY shall reimburse and pay to MST the regular rates set forth below for Services described herein, including reasonable time for related note-writing, progress notes, screen and evaluation administration, scoring, and write-up, letters of medical necessity, set-up, clean-up, travel to and from schools, and/or planning, which MST provides to FACILITY and its students:

Physical Therapy: \$89.50 per hour
Occupational Therapy: \$89.50 per hour
Speech Language Therapy: \$99.50 per hour
ABA Therapy - BCBA: \$89.50 per hour
ABA Therapy - RBT: \$79.00 per hour

If the signed contract is returned after May 31, 2024, the rates to MST will be modified as follows:

Physical Therapy: \$92.50 per hour
Occupational Therapy: \$92.50 per hour
Speech Language Therapy: \$102.50 per hour
ABA Therapy - BCBA: \$92.50 per hour
ABA Therapy - RBT: \$82.00 per hour

8. MST shall be responsible for submitting invoices and bills to FACILITY which provides payment or reimbursement for Services rendered by MST to FACILITY and its students. Amounts due MST hereunder shall be billed directly to the FACILITY with payment due no later than forty-five (45) days from the date of the invoice. Patient revenues and collections from payor are the FACILITY'S responsibility and the absence of receipt of them shall not be grounds for non-payment to MST. Interest on invoice amounts not paid within the 45-day period identified above shall be lesser the rate of 16% per annum compounded monthly, or the maximum allowed by law. Any disputed charges on invoicing for Services must be handled within the 45 day window from submission. Any disputes beyond that window will not be considered valid and the expectation will be payment of MST invoice in full.
9. Should FACILITY fail or refuse, for any reason, to pay and make reimbursement to MST for Services rendered by MST to FACILITY and its students in the amounts, manner and at the times described herein, and should said failure or refusal continue for ten (10) days after FACILITY receives written notice from MST of the non-payment, then this Agreement shall, at MST sole option and election, be terminated and MST shall have no further or additional responsibility to FACILITY and its students to provide Services hereunder. MST'S election to terminate pursuant to this paragraph shall in no way impair MST right to claim against FACILITY for any balances previously due and owing nor shall it impair MST'S right to claim against FACILITY for any damages suffered as a result of FACILITY'S breach of this Agreement.
10. MST expressly represents and warrants to FACILITY that MST is an independent contractor and that all Licensed Therapists, Certified Therapy Assistants, CFY Candidates, and Student Interns providing Services hereunder are its employees or interns who shall be delivering services in their professional capacities independent of any direction of FACILITY. With respect to its employees, MST will comply with all applicable local, state and federal employment-related rules, regulations and laws.
11. MST agrees to maintain the following insurance covering its activities, and the activities of any service provider assigned to FACILITY by MST, performed pursuant to this Agreement: (1) Comprehensive General Liability insurance from an entity acceptable to the FACILITY, in an amount not less than Three Million Dollars (\$3,000,000) in aggregate and One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (2) malpractice/professional liability insurance from an entity acceptable to the FACILITY, in an amount not less than Three Million Dollars (\$3,000,000) in aggregate and One Million Dollars (\$1,000,000) per occurrence

combined single limit for bodily injury and property damage. Said insurance policies shall name FACILITY as additional insured upon request, and shall be endorsed to provide for written notification to FACILITY by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. MST shall provide FACILITY with Certificates of Insurance upon execution of this Agreement.

12. MST shall maintain during the term of this Agreement required worker's compensation, in accordance with applicable statutory requirements, for all personnel providing Services to FACILITY that are employees of MST. Upon request, FACILITY will provide MST with a written report for any work-related injury or incident involving injury to an MST employee.
13. Subject to student records confidentiality requirements, any incident involving incompetence, negligence or misconduct jeopardizing student safety and welfare will be reported to MST for investigation, if appropriate, and appropriate personnel action. Subject to student records confidentiality requirements, any incident involving incompetence, negligence or misconduct jeopardizing Licensed Therapist and Certified Therapy Assistant safety and welfare will be reported to MST for investigation, if appropriate, with appropriate action to follow.
14. FACILITY will promptly notify MST of any complaint or concern regarding Services rendered pursuant to this Agreement.
15. FACILITY is responsible for providing and/or coordinating orientation and system training for all Licensed Therapists and Certified Therapy Assistants new to the FACILITY or when new systems are implemented for existing staff.
16. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The parties hereby irrevocably consent and submit to the jurisdiction in the Courts of the State of Illinois for any legal proceedings arising out of any breach of this Agreement. In the event that either party to this Agreement is required to utilize the courts to secure the benefits or protections in this Agreement, the substantially prevailing party in any such proceeding shall be entitled to recover from the other party the reasonable costs incurred, including, but without limitation, reasonable attorney fees.
17. This Agreement may be executed simultaneously in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
18. All notices, requests, demands and other communications shall be deemed to have been duly given if hand delivered or mailed, first class postage prepaid, (a) to the FACILITY at that address of FACILITY'S place of business or at such address as FACILITY may have furnished to MST in writing, (b) to MST at the address of MST'S place of business or at such address as MST may have furnished to FACILITY in writing.
19. FACILITY and MST hereby agree that the terms and conditions set forth throughout this Agreement are an integral part of this Agreement. FACILITY states it has read and

understands its entirety, and that no other representations, oral statements, inducements, or promises not written herein shall be of no force or effect. This Agreement supersedes all previous agreements and is hereby acknowledged and accepted by signature.

20. Subject to the restrictions of applicable law, except with the prior written consent of MST, FACILITY agrees not to offer employment to, nor to employ, contract with, or otherwise utilize in any way the professional services of any employee or independent contractor of MST who renders Services on behalf of MST to FACILITY or its students pursuant to this Agreement, during the term of this Agreement and for a two (2) year period after termination of this Agreement. If FACILITY violates this section of the contract, a flat fee of \$50,000.00 will be paid to MST by FACILITY as a finder's fee within thirty (30) days of any such person providing Service to the FACILITY or its students.
21. MST shall defend, indemnify and hold harmless the FACILITY and its Board of Education, Board members, officers, administrators, employees, agents, successors and assigns, from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees) arising out of or relating to MST's performance under this Agreement and/or the Services provided by or through MST pursuant to this Agreement.
22. FACILITY shall defend, indemnify and hold harmless MST and its Board members, officers, administrators, employees, agents, successors and assigns, from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees) arising out of or relating to FACILITY's performance under this Agreement.
23. Subject to the provisions of any applicable confidentiality-related rule, law or regulation, the term of this Agreement and for five (5) years following termination of this Agreement, the FACILITY and its authorized agents, during regular business hours and upon reasonable notice and demand, shall have access to all information and records relating to Services rendered by or through MST pursuant to this Agreement.
24. MST understands and agrees that student record information (including academic information and medical information) is confidential. Neither MST nor its service providers will redisclose said information except as permitted by law.
25. For each individual to perform Services for the FACILITY, MST, at its expense, shall ensure compliance with the requirements relating to fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database, in accordance with Section 10-21.9 of the Illinois School Code. Current checks must be conducted, and written results must be provided to the FACILITY, before the individual may perform Services for the FACILITY. The FACILITY reserves the right to decline a service provider, if the FACILITY determines that the results of the check are unsatisfactory.
26. The provisions of Exhibit A, as amended from time to time, are incorporated into this Agreement.

FACILITY:

MILESTONE THERAPY, LLC:

By: _____
Print: _____
Title: _____
Date: _____

By: 
Print Lesli Letke, OTR/L
Title: Director of School Services
Date: 04-01-2024

MILESTONE THERAPY, LLC.

Addendum to Agreement #: D128.11

ADDENDUM

This Addendum (“Addendum”) is made a part of the Agreement for Therapy Staffing Services between Milestone Therapy, LLC (MST), an Illinois limited liability company with its principal place of business 2906 Highway Ave, Highland IN 46322, and the following School District (“FACILITY”):

District #128
Palos Heights
12809 S. McVickers Ave.
Palos Heights, IL 60463

1. **THERAPY SERVICES:** Therapy coverage will entail the following, as requested by the FACILITY, for certain students requiring Physical and Occupational Therapy services during the 2024-2025 school year:

Direct Physical and Occupational Therapy services, including appropriate supervision of Physical and/or Occupational Therapy Assistants;

Record-keeping and reporting, including documentation of services provided and students’ progress towards goals;

Screening and Evaluation of students by Physical and Occupational Therapist, and preparation of evaluation reports;

Attendance at IEP meetings by Physical and Occupational Therapist or Physical and/or Occupational Therapist Assistant;

Medicaid billing as a third-party biller;

Other services as are reasonably requested by the FACILITY and agreed to by MST.

2. **DATES AND TIMES:** Services will be provided on the following days and times based on student’s needs: Weekdays between 8:00 am and 5:00 pm except for school holidays and the following days: Christmas Day through New Year’s Day, Memorial Day, July 4th, Thanksgiving Day and the Friday following Thanksgiving. Once student caseload is established, services will be provided by MST on an exclusive basis only.

In the event that any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum will control.

FACILITY:

By: _____
Print: _____
Title: _____
Date: _____

Milestone Therapy LLC.


By: 
Print Lesli Letke, OTR/L
Title: Director of School Services
Date: 04-01-2024

EXHIBIT A

- Licensed Therapist and Certified Therapy Assistant individually and together (“Therapist”) will be paid for attendance at parent teacher conferences (up until end of their work day), Institute Days and Inservice Days.
- It is expected that Therapists will work a full day (7 hours) during E-Learning days.
- Facility to provide and reimburse time for district/state required safety training to MST staff, to align with mandatory training required of Facility staff (active shooter, fire safety, etc.)
- Keys to therapy rooms will be provided when necessary to provide Therapist and student safety in an active shooter situation.
- Facility will provide printer access for Therapists.
- Facility will provide School IDs for Therapists.
- For cause only, Facility may request that a Therapist be removed from this Agreement. MST will remove the Therapist and replace him/her with another Therapist as expeditiously as is reasonably possible.