**THERAPY SERVICES AGREEMENT**

This Agreement **("Agreement")** is made as of the 1st day of January, 2025, by and between **Renewal Rehab, LLC;** located at 7358 N Lincoln Ave, Suite 160; Lincolnwood, IL 60712; an equal opportunity employer, and an Illinois Limited Liability Company **("Contractor")** and **Sauk County Health Care Center** **("Facility")** located at 1051 Clark St. Reedsburg, WI 53959

**WHEREAS,** Facility operates a licensed skilled nursing facility that furnishes nursing care to residents who are also in need of therapy services that are not available directly from Facility; and

**WHEREAS,** Contractor employs or otherwise engages licensed professionals ("Therapists") who furnish speech-language pathology, physical and occupational therapy services ("Rehabilitation Services"); and

**WHEREAS,** Facility desires to make arrangements with Contractor for the furnishing of Rehabilitation Services to its patients.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. OBLIGATIONS OF CONTRACTOR**

**1.1 Availability** Contractor will provide licensed Therapists in adequate training and number to provide Rehabilitation Services at the Facility as needed by the Facility's patients. Upon Facility's request, Contractor will provide Rehabilitation Services on weekends and holidays, as clinically appropriate.

**1.2 Compliance** Contractor will provide Rehabilitation Services in accordance with applicable federal and state laws. Further, Contractor will provide Rehabilitation Services in accordance with the policies of the Facility and subject to the same requirements as those applicable to the services being provided directly by Facility.

**1.3 Plan of Care**. Contractor will provide Rehabilitation Services in accordance with a plan of care established by the physician responsible for each patient's care or other qualified healthcare professional, as permitted by law, in accordance with the Medicare policies for therapy plans of care at Pub. 100-02, Chapter 15, §220.1.2.

**1.4** **Records.** Contractor will prepare treatment records, with progress notes and observations in accordance with the requirements of any federal or state agency and Medicare policies at Pub.100-02, Chapter 15, §230.6. Contractor will provide prompt incorporation of such records into the clinical records of Facility. Contractor will track/monitor all information provided by the Facility as it relates to the then current capitation amount of Medicare Part B therapy charges imposed by the Federal Government and will promptly notify Facility when a patient is approaching the capitation amount and if that patient qualifies under the exception process as provided by Centers for Medicare and Medicaid Services ("CMS").

**1.5** **Audit/Compliance Reviews.** Contractor will conduct regular self-audit/compliance reviews, at the direction and control of Contractor's counsel, to ensure that Contractor complies with federal, state and local statutes and regulations applicable to the provision of Rehabilitation Services generally.

**1.6** **Conferences.** Therapists will participate in conferences required to coordinate the care of an individual patient receiving or to receive therapy services under this Agreement.

**1.7** **Appeal of Denials.** Contractor will assist Facility in appealing denials of claims for Rehabilitation Services, as detailed in section 6 below.

**1.8** **Additional Services**. Upon the request and approval of Facility Administrator, Contractor agrees to provide additional services as listed on Exhibit "B" if hereto attached.

**1.9 Exclusivity of Agreement**. Contractor shall be the exclusive agent under this Agreement to furnish the Rehabilitation Services. During the term of this Agreement, Facility shall not enter into any agreement with any person or entity or retain any person or entity, to provide any Rehabilitation Service substantially similar to those provided by Contractor under this Agreement. Nothing in this Agreement shall be construed to limit the right of any Facility resident to select his or her own provider of Rehabilitation Services.

**2.** **OBLIGATIONS OF FACILITY**

**2.1 Provision of Services**. Therapists will provide Rehabilitation Services under the control and supervision of the Facility in accordance with Medicare policies at Pub.100-02, Chapter 15, §230.6 and Facility shall maintain supervision and control over its assets and operations. Facility's responsibilities include:

1. accepting each patient for treatment in accordance with its admission policies;
2. appointment and maintenance of a liaison for each patient's attending physician/non-physician practitioner who will provide information for Therapists about the progress of the patient and who will assure that the patient's plan of treatment is periodically reviewed by the attending physician/non-physician practitioner;
3. securing from the physician the required, orders, certifications, recertifications, and signatures;
4. ensuring that the medical necessity of Rehabilitation Services provided is reviewed on a random sample basis by Contractor's staff or an outside review group;
5. determining proper patient classification utilizing the minimum data set ("MDS") classification system;
6. assuring compliance with the time limitations for electronically submitting the MDS regulated by the Federal Medicare and/or State Medicaid Program(s), as such time limitations relate to individual residents of the Facility; and
7. provide Contractor with all Medicare Part B patient information as it relates to the then current capitation amount of therapy charges imposed by the Federal Government. Specifically, Facility will provide Contractor with sufficient information to allow Contractor to determine the dollar values utilized by a particular patient under the capitation amount prior to the provision of services by Contractor.
8. Payer source verification: Facility will provide Contractor with payer source information for all residents prior to an episode of therapy commencing. For Medicare Part A residents, facility will provide total number of benefit days available as of admission. For residents covered by insurance; if insurance is Medicare A replacement, facility will provide number of benefit days remaining. For all other insurances, facility will include the frequency and intensity levels of therapy required to meet the insurance levels. For any insurance resident where this information is not provided, Facility will be invoiced on a per minute basis with no capitation. Residents that are Medicaid only and residents whose payer source does not cover therapy require written authorization from the facility administrator to receive therapy. The written authorization will include the number of minutes being approved. Facility is responsible for obtaining authorized from any managed care organization that requires an authorization for therapy services to be paid.

**2.2 Equipment Provided**. Unless otherwise agreed to by the parties in writing, Facility will provide all therapy equipment and supplies required by Contractor. Facility will provide Contractor with space, reasonably acceptable to Contractor, from which to provide the Rehabilitation Services including high speed internet access and a wired data port in the therapy gym.

**2.3 Record Maintenance**. Facility will be solely responsible for maintaining a complete and timely clinical record for each patient, including diagnosis, medical history, physician's orders and progress notes relating to all Rehabilitation Services received, including MDS assessments and resource utilization groups ("RUGs") IV classifications, relating to the provision of Rehabilitation Services. Facility will make available to Contractor for review and inspection on a timely basis and upon request, individual patient treatment, MDS and RUGs IV classification records necessary for the proper evaluation, screening, treatment, billing and provision of Rehabilitation Services. Contractor may incorporate copies of such records into its own records and Facility will, where required, obtain the proper consents required to permit such disclosure. Facility will be responsible for alerting Contractor to all federal, state and local regulations pertaining to the confidentiality of patient records. Contractor agrees to respect and abide by such regulations.

**2.4 Designation of Representative**. Facility shall designate an individual to whom Contractor shall report, and upon whose authority Contractor will be entitled to rely for directions and approvals.

**3. PAYMENTS**

Facility will pay Contractor for the Rehabilitation Services rendered at the rates indicated on Exhibit "A".

On or before the 7th business day of each calendar month, Contractor will forward an invoice for the fee payable to Contractor for Rehabilitation Services rendered. Each such invoice shall be due and payable by Facility within thirty (30) days after the date of the invoice. End of month billing files and reports are sent once all payments are current. If invoices are past due, Contractor may withhold billing files until payment is received. Facility will reimburse Contractor for all costs and expenses, including attorneys' fees and court costs incurred in collecting any amounts due to Contractor under this Agreement.

Facility agrees to a 3% annual increase in rates as set forth in Addendum A for all payers excluding Medicare Part B and Managed Care Part B.

**4. TERM OF AGREEMENT/TERMINATION AND DEFAULT**

**4.1 Term of Agreement** This Agreement shall begin on January 1st, 2025 and continue for a period of one (1) year. This Agreement shall automatically renew for additional periods of one (1) year each without further action of either party unless terminated as provided below.

**4.2 Termination Without Cause.**

1. Either party shall have the right to terminate this Agreement at any time, without cause, upon the giving of sixty (60) days' advance written notice to the other party at the address set forth below.
2. Should Facility give notice to terminate this agreement, all outstanding accounts receivable will become due immediately. Payment for any invoices that are sent after notice of termination will be due upon receipt.

**4.3. Termination for Cause**. Either party may terminate this Agreement upon a material breach of this Agreement; provided, however, that the party claiming breach must notify the other party in writing of such material breach and must give such other party thirty (30) days within which to cure the alleged material breach.

**4.4 Monetary Default**. Contractor may terminate this Agreement upon ten (10) days' written notice to the Facility if Facility fails to pay Contractor any fee, expense or other sum of money when due; provided, however, if Facility has defaulted three (3) times in the performance of its payment obligations during any twelve (12) month period, the Contractor may provide notice of termination, effective immediately, on the first day after the date of such written notice is given to Facility, and an opportunity to cure shall not be granted unless explicitly permitted in writing by the Contractor.

**4.5 Bankruptcy; Inability to Pay**. To the extent permitted by law or regulation, either party may terminate this Agreement upon three (3) days written notice if any of the following events occur: a petition is filed by or against either party relating to such other party's bankruptcy, insolvency or reorganization or for the appointment of a receiver or trustee of such other party's property; the other party has made an assignment for the benefit of its creditors; the other party's property has been seized or taken by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of such other party; or an admission in writing by such party of its inability to pay its debts as they become due.

**4.6 Licensure Revocation**. If the licenses held by Facility are at any time suspended, terminated or revoked, Contractor may terminate this Agreement upon three (3) days written notice to Facility.

**4.7 Effect of Termination**. Termination of this Agreement for any reason shall not affect or negate the obligation of Facility to pay the fees to Contractor accruing prior to the effective date of termination. All fees for Rehabilitation Services rendered by Contractor become immediately due and payable within five (5) days after the receipt of final invoice(s) following the effective date of termination.

1. **NOTICES**

All notices, demands and requests contemplated or required to be given hereunder by either party to the other shall be in writing, and shall be delivered by certified mail, postage prepaid, return receipt requested, or by personal delivery or courier, with acknowledgement of delivery:

TO CONTRACTOR:

Renewal Rehab

7358 N Lincoln Ave, Suite 160

Lincolnwood, IL 60712

Attn: CEO

TO FACILITY:

Sauk County Health Care Center

1051 Clark St.

Reedsburg, WI 53959

Attn: Administrator

or to such other address or to such other person as may be designated by notice given from time to time during the term byone (1) party to the other. Any notice, demand or request hereunder shall be deemed given on the earlier of actual receipt or (i) three (3) days after mailing, if given by certified mail, (ii) on the date delivered if given personally, or (iii) the next day, if delivered by nationally recognized overnight shipper.

**6. BILLING, DENIALS AND APPEAL**

**6.1 Billing, Collection. Etc**. Facility is responsible for all billing and collections relating to Rehabilitation Services, except as otherwise provided in this section.

**6.2 Denial of payment**. If a refusal by a governmental or other third-party reimbursement source to pay facility for a service rendered by Contractor is due to a finding (1) that the service was not medically necessary or (2) did not meet the applicable conditions of coverage or (3) documentation by Contractor was not sufficient or did not reflect the need for skilled services, the facility shall debit against accounts payable by facility to Contractor an amount equal to the amount previously paid to Contractor or billed to facility for such unreimbursed service.

**6.3 Limitations**: Contractor’s obligation to indemnify facility in accordance with the terms and conditions of Section 6.2 of this agreement shall be contingent upon and limited by the following:

Refusal by the government or other third party reimbursement source to pay facility for a service rendered by Contractor solely as a result of facility error, such as technical denial, shall not result in a debit against accounts payable by the facility to Contractor if actions/inactions of an employee or agent of the facility results in the denial of payment by a governmental or other third-party reimbursement source for a service rendered by Contractor, the facility shall reimburse Contractor an amount equal to the amount that would have been paid for such unreimbursed service.

**6.4 Notification**. In the event a governmental or other third-party reimbursement source notifies facility that a claim for service rendered by Contractor will not be paid (the “Denial Notice”), facility shall provide Contractor with a copy of the Denial Notice within five (5) business days of receipt thereof. A copy of the original envelope with postmark must accompany the denial notice. A copy of the Denial Notice shall be furnished to Contractor in accordance with the notice provisions of Section 5 of this agreement or may be given to Contractor representative in Facility. In the event facility fails to notify Contractor of receipt of Denial Notice as required by this Section, Contractor shall be relieved of Contractor responsibilities to indemnify facility for the provision of said services with Section 5.1 of this agreement.

**6.5 Appeal Right**. If Contractor elects to pursue an appeal of the Denial Notice for a Service, facility shall appoint Contractor as facility’s representative and shall cooperate with Contractor regarding the same. To wit, facility will provide Contractor full access to all medical records, information and personnel that may be necessary to effectuate an effective appeal. In the event Contractor, as a facility’s representative, is successful in an appeal of previously denied services, facility shall pay Contractor, within thirty (30) days of the date of a favorable final determination regarding those services, an amount equal to the amount originally billed to facility by Contractor for those services.

**6.6 Timing**: With respect to reimbursement for amounts that are subject to Denial Notice, Contractor will credit facility as follows:

(1) Within thirty (30) days of receipt of Denial Notice, if Contractor or facility does not appeal the Denial Notice, or (2) if a Denial Notice is appealed and payment is denied following the initial request for reconsideration (Part A) or review (Part B), within thirty (30) days following notification of such denial. If there are no subsequent billings because this agreement has terminated, for whatever reason, Contractor shall refund facility such amount within the time frames set for above, Contractor’s obligation to reimburse facility for any amount as to which a Denial Notice is received is contingent upon (1) facility providing timely notice to Contractor of the Denial Notice in accordance with the terms of section 6.4 of this agreement and the facility’s cooperation in Contractor in appealing the Denial Notice in accordance with section 6.5 of this agreement.

The preceding paragraphs shall apply to all Denial Notices, including those received after termination of this agreement up until Medicare has completed Contractor audit of the fiscal year’s operations within which year services were provided.

**6.7 Denials Based on Exceeding Capitation Amount**. The parties agree that Contractor will rely solely on Facility to provide it with accurate information as it relates to the Medicare Part B capitation amount utilized by a patient prior to treatment by Contractor. If Facility fails to provide accurate information and, as aresult, a patient exceeds the capitated amount, Facility will be responsible for any Medicare denials that occur. Contractor will be responsible for obtaining appropriate insurance authorization for all Therapy Services provided under this Agreement for theFacility's Business Office Manager or directly from the insurance company as appropriate.

**6.8 Fraud and Abuse**. Contractor and Facility agree not to participate in any activity that may constitute or be construed as Medicare or Medicaid fraud and abuse. Given the continued uncertainty concerning the scope of actions prohibited by the provisions of the Social Security Act, it is agreed that should either party become concerned that any provisions of or any activity undertaken pursuant to this Agreement may be in violation of such statute, the concerned party shall give the other party written notice pursuant to this Agreement setting forth its concerns, and the parties shall promptly commence, and in good faith, pursue discussions to resolve such concerns.

Both parties represent and warrant to the other that each is not currently excluded, debarred or otherwise ineligible to participate in the Federal and State healthcare programs and agencies. Should either party’s status change in any manner, the affected party shall immediately notify the other party of any such change and the other party shall have cause to immediately terminate this Agreement.

**7. Non-Disclosure.** Facility acknowledges that Contractor may make disclosures to Facility of certain confidential and proprietary information and materials related to Contractor and its business and operations. The contents of all such disclosures, explanations and any writings and materials related thereto, whether or not prepared by Contractor, are deemed Contractor's proprietary information. All clinical protocols, manuals, modules, in service materials, documentation, forms and other written materials provided by Contractor are deemed proprietary materials subject to this section.

Facility acknowledges and agrees that any and all materials described in this Section are to be kept confidential and not to be used by Facility or revealed to anyone by Facility without the express written consent of Contractor. Facility shall return all confidential information to Contractor upon request and immediately upon the termination of this Agreement. The obligations of Facility hereunder shall survive the termination of this Agreement.

**8. Insurance**

**8.1 Medical Professional Liability/Commercial General Liability**. During the Term of this Agreement, Contractor shall maintain with an insurance carrier of its choice and at its sole discretion, cost and expense, medical professional liability insurance for the limits of liability not less than $1,000,000 per medical incident and commercial general liability insurance for limits of liability not less than $1,000,000 per occurrence for bodily injury, property damage and personal injury liability. These coverages can be provided under a single policy or combination of policies with total Aggregate Limits of Liability not less than $3,000,000.

These coverages will be maintained subject to a self-insured retention not to exceed $1,000,000 per medical incident and $1,000,000 per occurrence for commercial general liability claims. Contractor shall maintain adequate security for claims within the self-insured retention selected as determined by a reputable actuary.

**8.2 Facility Insurance.** Facility shall carry a policy or policies of professional liability and general insurance, issued by an insurance carrier acceptable to Contractor, providing coverage in the amount required by law.

**9. Indemnification**

Neither Facility or Contractor nor any of their respective officers, employees or agents shall be liable to third parties for any negligent act or omission of the other party, their officers, employees or agents in performing their respective obligations under this Agreement. Each party agrees to indemnify and hold the other party and its directors, officers, employees and agents, harmless from and against any claim, loss, damage or expense including reasonable attorney's fees for which such other party becomes liable due to the negligent acts or omissions of the other.

**10. Personnel Covenant**

During the term of this Agreement and for a period of one (1) year following the expiration or termination of this Agreement, Facility shall not, directly or indirectly, (e.g., by hiring or contracting with or using another staffing agency, another company that provides rehabilitation or therapy services, or another company that hires or contracts with Contractor's employees or contractors), through any director, officer, employee, agent, staffing agency, or affiliate, employ, retain or solicit for employment or retention, or otherwise contract in any capacity for Rehabilitation Services with, or assist any other party to hire, employ, retain or solicit for employment or retention or otherwise contract in any capacity for Rehabilitation Services with, any of Contractor's current or former employees, agents, affiliates, or contractors who have provided Rehabilitation Services under this Agreement. Furthermore, Facility shall not provide any third party with access to the names, telephone numbers or addresses of any of Contractor's employees, agents, affiliates or contractors without prior written consent of Contractor. A penalty of $8,000 per person will be levied for breach of this provision. The obligations of Facility hereunder shall survive the termination of this Agreement.

The one (1) year restrictive period above shall be deemed tolled during any period in which Facility is in violation of Facility's obligations under this Section 10. Facility agrees that, in any action to enforce Facility's obligations, the Contractor shall be entitled to a full one (1) year period of protection, which one (1) year period shall be determined without including any period of Facility's breach.

**11. Protection of Contractor; Equitable Relief**

1. The Facility expressly acknowledges and agrees that the covenants and agreements set forth in Sections 7 and 10 are necessary in order to protect, maintain and preserve the value and goodwill of the businesses of the Contractor, as well as the proprietary and other legitimate business interests of the Contractor. The Facility acknowledges and agrees that the covenants and agreements of the Facility set forth in Sections 7 and 10 are a material reason for benefits and services provided by Contractor in this Agreement.
2. The parties hereto, hereby acknowledge and agree that the restrictions and obligations set forth herein, including but not limited to the restrictions and obligations set forth in Sections 7 and 10 herein, are reasonable and necessary, and that any violation thereof would result in substantial and irreparable injury to Contractor, and that Contractor may not have an adequate remedy at law with respect to any such violation. Accordingly, Facility agrees that, in the event of any actual or threatened violation of any restriction or obligation set forth herein, Contractor shall have the right and privilege to obtain, in addition to any other legal remedies that may be available, equitable relief, including temporary and permanent injunctive relief, to cease or prevent any actual or threatened violation of any provision hereof.
3. The Facility acknowledges that Facility's obligations under Sections 7 and 10 shall be fully binding and enforceable regardless of the reason for the termination of this Agreement, and whether such termination was "without cause" or "for cause". Any claim that Facility may have against the Contractor, including a claim for breach of this Agreement by the Contractor, shall not constitute a defense and shall not relieve Facility from complying with all of Facility's obligations under Sections 7 and 10.

**12. Access to Books and Records**

To the extent required under applicable law, the parties shall, until the expiration of four (4) years after the furnishing of Rehabilitation Services hereunder, make available upon the request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representations, this Agreement and the books, documents and any records that are necessary to verify the nature and extent of the costs relating to this Agreement. If Contractor carries out the duties of this agreement through a subcontract worth ten thousand dollars ($10,000.00) or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives, to the related organization's books and records.

**13. Binding Agreement**

The terms, covenants, conditions, provisions and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their permitted successors and permitted assigns.

**14. Relationship of the Parties**

The relationship of the parties shall be that of independent contractors. Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership, joint venture or other such relationship between the parties.

**15. Nondiscrimination**

The Contractor and Facility agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin or disability or any other classification protected by federal, state or local law.

**16. Survival of Representations and Warranties**

All representations and warranties made by each party in this Agreement, and all covenants and obligations of each party which are to be performed after the termination of this Agreement, shall survive the termination of this Agreement.

**17. Entire Agreement**

This Agreement, together with its attachments, contains the entire agreement between the parties with respect to the subject matter of this Agreement and no prior oral or written representations or agreements between the parties shall be of any force and effect. Any additions, amendments or modifications to this Agreement shall be of no force and effect unless in writing and signed by both parties.

**18. Governing Law**

This Agreement will be governed by the laws of the State in which the Facility's licensed nursing facility is located.

**19.** **No Waiver**

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

**20. Attorneys’ Fees**

If any party finds it necessary to employ legal counsel to bring an action or other proceeding against the other party to enforce any of the terms hereof, the party prevailing in any such action or other proceeding shall be paid by the other party its reasonable attorneys' fees, as well as court costs.

**21. Representation as to Government Programs**

Facility hereby represents and warrants that Facility and any employee, contractor or agent of Facility providing services under this Agreement are not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Facility hereby agrees to immediately notify Contractor of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that Facility or any employee, contractor or agent of Facility providing services under this Agreement is excluded from participation in any federally funded health care program during the term of this Agreement, or if any time after the effective date of this Agreement it is determined that Facility is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

**22. Compliance with Medicare Policies**

Each party represents and warrants that it is in compliance with Medicare policies regarding Therapy Services furnished under Arrangements with Providers at Pub. 100-02, Chapter 15, §230.6 and as incorporated into the terms and conditions of this Agreement.

**23. Change in Law**

The parties acknowledge that future changes in federal, state or local law, future judicial decisions or regulatory interpretations of law contained in notices, bulletins, advisory opinions, commentaries to regulations or other regulatory guidance, including, but not limited to changes to the Medicare reimbursement schedule (collectively, a "Change in Law"), may affect this Agreement and the relationship described herein. In the event of any actual or proposed Change in Law that, in the opinion of legal counsel for Contractor or Facility, does or would invalidate any provisions of this Agreement or cause any party hereto to be in violation of law upon performance of such party's obligations hereunder, or alter the agreed upon fair market value compensation structure under this Agreement, either party may request renegotiation of the applicable or affected terms of this Agreement upon written notice to the other party. The parties then shall immediately use their best efforts, consistent with the purposes and intent of this Agreement, to negotiate amendments to this Agreement in order to bring the terms hereof into compliance with the requirements of law, or return the parties to status quo, as the case may be. If the parties, acting in both good

faith are unable to do so within thirty (30) days, then any party adversely affected by the Change in Law may terminate this Agreement immediately upon written notice to the other party.

**24. HIPAA/Confidentiality**

The parties expressly agree to comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act of 1996 (\*HIPAA\*) as well as comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH) including Sections 164.308, 164.310, 164.312 and 164.316 of the Title 45 of the Code of Federal Regulations if and to the extent applicable. Each party acknowledges that the course of performing the duties contemplated by this Agreement, it will become privy to various trade secrets and confidential information of the other and may have access to certain information of the other party that is confidential and constitutes valuable special and unique property of the other party. Throughout the term of this Agreement and at any time thereafter, each party agrees not to use or disclose to any person, firm or corporation any information known by the other party to be confidential or trade secrets relating to the business of the other or any parent, subsidiary, affiliate or division thereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE IMMEDIATELY FOLLOWING]**

**IN WITNESS WHEREOF,** the parties have executed and delivered this Agreement on the date first above written.

**Renewal Rehab, LLC Facility**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exhibit A – Fee Schedule**

Facility agrees to compensate Contractor according to the following fee schedule

**Medicare Part A / HMOA**

Per diem pricing – 30% of PDPM Therapy Components

**Medicare Part B**

 70% of the Medicare Fee Schedule fully adjusted for MPPR Reductions

**HMO A - PDPM**

Per diem pricing – 30% of PDPM Therapy Components

**Managed Care - Private Insurance – Non PDPM**

$58 per day while on therapy caseload

**Managed Care Part B**

 70% of the Medicare Fee Schedule

**Medicaid / Other Payors**

$1.05 per evaluation and / or treatment minute

**Credit Card Payments**

Credit card payments will be assessed a processing fee of 3%.

**Timeliness of Payments**

To foster a cooperative relationship, it is crucial to maintain a consistent payment cycle. To that end, it is the policy of Contractor, that end of month billing files are sent if Facility is current with payments. If payments are past due, Contractor will withhold billing files until payment is received or until Contractor makes arrangements that meet the satisfaction of Contractor.

Initial: \_\_\_\_\_\_ Date: \_\_\_\_\_\_\_ Initial: \_\_\_\_\_\_ Date: \_\_\_\_\_\_\_