Upland Hills® Health

02/24/2026

Greetings,

We would like to take the opportunity to thank your organization for utilizing services through the **Upland Hills Health Occupational Health Program**. A recent review of our Occupational Health program indicated the need to ensure we have a written agreement regarding our services to you.

Enclosed with this letter, you will find the following documents:

- The **Upland Hills Health Occupational Health Services Agreement**
- A listing of our current services and rates on **Exhibit A**
- The **HIPAA Authorization Agreement to Disclose PHI**
  (Please note: this authorization will be presented to each employee at the time of service, ensuring they understand that Upland Hills Health will communicate results to their employer.)

We greatly appreciate your partnership and look forward to working with you in the future.

Please return the signed agreement using the enclosed envelope within 14 days upon receipt to Attn: Becca Williams or e-mail the signed agreement to williamsb@uplandhillshealth.org.

For specific questions regarding the agreement or pricing, please feel free to contact me at 608-930-7148 or karlsk@uplandhillshealth.org.

Warm regards,

RECEIVED
MAR 0 2 2026
Village of Ridgeway

Krisann M. Karls, M.S., CCC-SLP

Director of Therapy and Wellness
Vice President of Ancillary Services
Occupational Health Coordinator

AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES

THIS AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES (the "Agreement") is entered into this ___ day of _____, 2026, by and between Upland Hills Health, Inc., a Wisconsin nonstock corporation ("Hospital") and _____, a _____ doing business in Wisconsin ("Client").

RECITALS

A. Hospital provides various occupational health care services including, but not limited to injury treatment, wellness promotion and assistance in managing cases of occupational illness or injury; and

B. Client desires to arrange for the delivery of such expertise and services for its employees.

NOW, THEREFORE, the parties hereby agree as follows:

1. **SERVICES**. Subject to the terms and conditions contained herein, Hospital agrees to provide occupational health service as set forth in Exhibit A, to this Agreement (the "Services") for Client. Any changes in the Services must be approved in advance in writing by both parties.

1.1 **Contact Person**. Each party shall designate a contact person to serve as liaison to the office for purposes of ongoing coordination of Services performed under this Agreement. Unless otherwise notified, the designated contact persons for this Agreement shall be, for Client:

Name, Title:
Address:
Phone/Fax:
Email:

And, for Hospital:

Name, Title:	Krisann Karls, VP of Ancillary Services
Address:	800 Compassion Way, Dodgeville, WI 53533
Phone:	608-930-7148
Email:	karlsk@uplandhillshealth.org

1.2 **Documents and Records of Service**. Records created and maintained by Hospital under this Agreement shall be the property of Hospital. Subject to Client employees' authorization, Client shall have access to such records without charge for the duration of any retention period agreed to by the parties. For any documents created by Hospital that do not contain protected health information, such documents shall be the property of Client.

1.3 **Hours of Coverage**. The Services shall be provided at the locations and hours designated on Exhibit A. Outside of these coverage hours, (or in cases of clear emergency) employees with occupational illness or injury may go to the Hospital's Emergency Department.

1.4 **Qualifications of Staff**. Hospital will assure and provide documentation to Client, as reasonably requested, to confirm that all Hospital employees providing Services under this Agreement are appropriately trained and qualified to perform the Services required by this Agreement. Further, Hospital hereby represents and warrants that each employee providing Services under this Agreement will be currently licensed and/or registered or certified as, and if, required by applicable state law. If required by state law, Hospital will assure that appropriate protocols, physician supervision and/or consultation is provided.

1.5 **Relationships**. Hospital shall establish and maintain positive working relationships with Client's employees, management and all other contacts necessary to perform services under this Agreement.

1.6 **Control Over Medical Judgment**. It is expressly agreed that Client shall neither have nor exercise any control over the professional medical judgment or methods used by Hospital and its employees and consultants in the performance of Services hereunder. However, Hospital agrees that it shall at all times perform its duties and functions hereunder in conformance with currently approved practices in the field of occupational health/medicine and in a competent and professional manner.

2. **ELIGIBLE EMPLOYEES**. Client shall provide each eligible employee with an identification card or other written documentation and require each eligible employee to present such identification or documentation to Hospital at the time of Service to confirm the employee's eligibility for Services under the Agreement.

3. **BILLING AND PAYMENT**. The Services provided under this Agreement shall be billed to and reimbursed as follows:

3.1 **Payers**. Regardless of where provided, Services will be billed by Hospital to Client at the established rates set out in Exhibit A or billed directly to the Client's Workers' Compensation Insurer. Exhibit A shall describe each category of Occupational Health Service to be provided under this Agreement and shall also state the method and source of payment, including the rate(s) as pertinent. Client will be billed for held or no-show appointments unless the appointment is cancelled by Client or the Client employee more than twenty-four (24) hours prior to the appointment. In the case of non-work-related injuries or illness, at Client's request, Hospital may bill the employee's private health insurance company. The parties agree that no new Services will be commenced until an updated Exhibit A has been signed by both parties and further that Exhibit A will be updated as to rates and services as needed.

3.2 **Invoice**. For all Services to be paid directly from Client to Hospital, Hospital shall provide Client with an invoice listing all services provided and fees charged for services rendered during the preceding month. Client shall pay all fees within thirty (30) days of receiving an invoice from Hospital. If the Services are being billed to third parties, Client agrees to assist Hospital by providing current billing information and other assistance as needed.

3.3 **Rate and Charge Adjustments**. Hospital may periodically amend the rates and charges for Services in Exhibit A unilaterally upon providing thirty (30) days' written notice to Client.

3.4 **No Outside Billing**. Fees paid by Client to Hospital in accordance with this Agreement shall be Hospital's sole compensation for Services performed hereunder. Hospital shall not bill Client employees, insurance companies, or any third parties for Services performed under this Agreement; provided, however, any direct patient care services provided to a Client employee or prospective employee outside of this Agreement or other than Services herein, shall be billed separately to Client employee or Client employee's insurance and shall not be subject to or covered by this Agreement. For purposes of clarity, in the event Client's employee fails an exam, services provided by Hospital beyond the initial physical exam and test are outside the scope of this Agreement and may be provided by Hospital directly to the individual and billed directly to the patient and/or his or her third party payor(s). Moreover, any result of such services or records thereof as related to provided services shall be subject to HIPAA protection and shall not be provided to Client nor shall it be considered part of the HIPAA authorization provided by the Client employee hereunder.

4. **RECORDKEEPING AND CONFIDENTIALITY**. Hospital agrees to maintain, and to provide to Client upon request, statistical records and reports of service in a form agreed to by the parties from time to time. Hospital will make its best efforts to obtain employees' individual consents to disclose treatment records to Client at Client's request whenever consent is required by state or federal statute or regulation. Hospital agrees to maintain confidentiality of treatment records and records of service provided to Client and Client's employees in accordance with state and federal statutes and regulations governing such records.

5. **INDEPENDENT CONTRACTOR**. The relationship of the parties is that of independent contractors and the parties are not, by virtue of this Agreement or otherwise, made agents, employees, or joint venturers of each other. Hospital shall bear sole responsibility for payment of compensation to its personnel. Hospital shall pay and report, for all personnel assigned to Client's work, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of Hospital. Hospital shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such personnel may be entitled.

6. **INSURANCE AND LIMITATION ON LIABILITY**.

6.1 **Insurance**. During the term of this Agreement, Hospital shall maintain in full force and effect, covering its acts and omissions and those of its agents, and provide written certificates thereof to the other party upon request, professional liability insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate through insurance companies authorized to do business in Wisconsin. Hospital shall also maintain worker's compensation insurance as required by state law.

6.2 **Limitation on Liability**. Each party agrees to accept and is responsible for its own acts and omissions in providing services under this Agreement as well as those acts or omissions of its employees and agents and nothing in this Agreement shall be construed as placing any responsibility for such acts or omissions onto the other party, except as otherwise provided in this Agreement.

7. **TERM AND TERMINATION**. The term of this Agreement shall commence on _____, 2025 and continue for two (2) year(s) unless otherwise terminated as permitted herein. Thereafter, this Agreement shall automatically renew for additional two (2) year terms unless either party provides written notice of its intent not to renew not less than ninety (90) days prior to the end of the initial or any renewal term. Notwithstanding the stated term, this Agreement may be terminated as follows:

7.1 **Without Cause**. By either party, without penalty, upon giving the other party not less than thirty (30) days' prior written notice of termination in writing, specifying the effective date of termination.

7.2 **With Cause**. By either party upon the material breach by the other party which remains uncured after fifteen (15) days' notice by the non-breaching party to the breaching party which specifies the nature of the breach.

7.3 **By Mutual Agreement**. By express written agreement of the parties at any time, subject to any terms or conditions set forth in such agreement.

8. **NOTICES**. Any notice required to be given by this Agreement shall be sufficient if in writing and if personally delivered to the addressee or, if mailed, by United States mail, first class, postage prepaid, to, in the case of Client:

Name, Title:
Address:

and, in the case of Hospital:

Name, Title: Krisann Karls, VP of Ancillary Services
Address: 800 Compassion Way, Dodgeville, WI 53533

9. **CLINICAL AND OFFICE EQUIPMENT AND SUPPLIES**. Hospital shall be solely responsible for properly equipping its personnel with the clinical and office (including computer) equipment necessary to provide Services under this Agreement and for the purchase of related supplies and for the routine maintenance and repair of such equipment.

10. **HIPAA AND PROTECTED HEALTH INFORMATION**.

10.1 **HIPAA Authorization**. Each Client employee seeking Services shall be provided with Hospital's standard notice of privacy practices. Each Client employee shall be required to sign a consent for services. If the Client requires results or information from the service (e.g., post incident drug/alcohol screen) or verification of the service provided to the individual (e.g., immunization) as a condition of payment to Hospital, Client shall require the employee to complete and submit an authorization form required by Hospital attached hereto as Exhibit B permitting Hospital to evaluate Client employee and share protected health information ("PHI") with Client arising from the visit. If a Client employee refuses to sign such consent and authorization form, Hospital shall be under no obligation to provide Services to Client employee. To the extent authorized by Client employee, Hospital agrees to maintain, and to provide to Client upon request, reports of Services in a form agreed to by the parties. The contact persons set forth in Section 1.1 shall coordinate the securing of consent and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") authorization and shall ensure that Hospital has or obtains such consent and HIPAA authorization prior to rendering Services to Client employee. Hospital shall at all times comply with the requirements of HIPAA when performing Services under this Agreement. Hospital shall disclose PHI to Client as permitted under 45 CFR §164.512(b)(1)(v) when requested by Client for any of the purposes described in such section.

10.2 **Permissible Disclosures**. In addition to the disclosures described in subsection 10.1, Hospital may disclose PHI to workers' compensation insurers, State administrators, and other persons or entities involved in workers' compensation systems without the individual's authorization as authorized by and to the extent necessary to comply with laws relating to workers' compensation or similar programs established by law that provide benefits for work-related injuries or illness without regard to fault. This includes programs established by the Black Lung Benefits Act, the Federal Employees' Compensation Act, the Longshore and Harbor Workers' Compensation Act, and the Energy Employees' Occupational Illness Compensation Program Act.

10.3 For all other situations not described in this Section 10, Hospital must obtain a valid, HIPAA-compliant written authorization from the individual to provide PHI to Client. Unless otherwise agreed to in advance between Client and Hospital based on additional clinic Services that may be added from time to time, Hospital shall obtain such authorization prior to rendering Services to the Client employee.

10.4 Hospital and Client agree Client is not providing any services on Hospital's behalf and shall not, under any circumstances, be considered a Business Associate of

Hospital, as that term is defined in HIPAA. Any disclosures of information or PHI to Client shall be authorized under subsections 10.1 through 10.3 above.

11. **NON-SOLICITATION**. Throughout the term of this Agreement (including any renewal term) and for a period immediately following termination (for any or no reason) of the Agreement, Client will not directly solicit (on behalf of any individual or entity other than Hospital) for employment any then current or former employee of Hospital who during the term of the Agreement (and any renewal term) provided Services on behalf of Hospital for Client. An individual responding to a general advertisement for employment, open to the public at large, will not be considered direct solicitation under this Section 11.

12. **MISCELLANEOUS**. The following additional conditions apply to this Agreement:

12.1 **Severability**. In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.

12.2 **Assignment**. This Agreement may not be assigned or transferred, nor may any of the duties and responsibilities be assigned or transferred without the written consent of the other party.

12.3 **Waiver**. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.

12.4 **Amendment**. Except as otherwise set forth in this Agreement, this Agreement may be amended only by written agreement of the parties.

12.5 **Applicable Law**. This Agreement shall be interpreted according to the law of the state of Wisconsin without regard to its choice of law provisions.

12.6 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and subsumes and incorporates all prior written and oral statements and understandings.

12.7 **No Third Party Beneficiaries**. This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the effect of conferring any rights or expectations on any third party. No one other than a party to this Agreement or a party's permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates set opposite their respective names.

UPLAND HILLS HEALTH, INC.
HOSPITAL

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT A

Occupational Health Services

Prices effective 1/1/2026-12/31/2026

CLINICAL

Audiology

Audiology Screening -- Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)	**$ 33.00**
Audiological Evaluation -- Available at UHH by appointment (M/T/TH, 8:00am-5:00pm)	**$ 53.00**
CDL Exam *Available at UHH by appointment (M-F, 7:30am-4:30pm)*	**$ 150.00**
DOT Physical *Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)*	**$ 150.00**
Ergonomics in Work Environment - 60 minutes *Available onsite, by appointment only*	**$ 278.00**
Pre-Emloyment/Post Injury Physical Performance Test *Available at UHH Therapy & Mt. Horeb Therapy by appointment (M-F, 8:00am-5:00pm)*	**$ 107.00**
Pre-Employment Physical *Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)*	**$ 150.00**
TB Skin Test *Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)*	**$ 36.00**
Travel Health Consults *Available at UHH Clinics or onsite, by appointment only*	**$ 250.00**

LABORATORY

Blood Draw *Available at UHH by appointment (M-F, 7:30am-4:30pm)*	**$ 21.00**
Breath Alcohol Test *Available at UHH by appointment (M-F, 7:30am-4:30pm)*	**$ 60.00**
Lead Levels *Available at UHH (M-F, 7:30am-4:30pm) or onsite by appointment*	**$ 48.00**
Post Incident Drug Collection *Available at UHH 24/7*	**$ 40.00**
Legal Alcohol Collection *Available at UHH 24/7*	**$ 230.00**
Pre-Employment/Random Drug Screen Collection *Available at UHH by appointment (M-F, 7:30am-4:30pm)*	**$ 40.00**
Pre-Employment/Random Drug Collection and Screen (In House) *Available at UHH by appointment (M-F, 7:30am-4:30pm)*	**$ 79.00**
QuantiFERON Gold *Available at UHH by appointment (M-F, 7:30am-4:30pm)*	**$ 129.00**
Titers/Immune Status - Rubella *Available at UHH by appointment (M-F, 7:30am-4:30pm)*	**$ 24.00**
Titers/Immune Status - Other *Available at UHH by appointment (M-F, 7:30am-4:30pm)*	**Call/Varies by Location**

VACCINATIONS

Vaccine Administration *Available at UHH Clinics or onsite, by appointment only*	**$ 17.00**
Hepatitis B Vaccine *Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)*	**$ 85.00**
Seasonal Influenza Vaccine *Available at UHH Clinics or onsite, by appointment only*	**$ 25.00**
Tdap Vaccine *Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)*	**$ 58.00**
Travel Vaccinations *Available at UHH Clinics or onsite, by appointment only*	**Call/Varies by Location**
Varicella (Chicken Pox) Vaccine *Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)*	**$ 227.00**

TRAINING SERVICES (Instruction prices based on per person)

Travel per Mile	**$ 0.70**
Adult & Pediatric	
Adult & Pediatric CPR AED Only -- In Person	**$ 70.00**
Adult & Pediatric First Aid/CPR/AED -- In Person	**$ 96.00**
Adult & Pediatric First Aid/CPR/AED & Bloodborne Pathogens -- In Person	**$ 114.00**
Adult & Pediatric First Aid/CPR/AED & Bloodborne Pathogens Refresher -- In Person	**$ 85.00**
Adult & Pediatric First Aid/CPR/AED Blended -- Blended	**$ 55.00**
Advanced Live Support in Obstetrics	
Advance Life Support in Obstetrics - RN, Residents, Students -- In Person	**$ 250.00**
Advanced Life Support in Obstetrics - Providers -- In Person	**$ 450.00**
Bloodborne Pathogens *In Person*	**$ 18.00**
BLS	
BLS -- Blended	**$ 65.00**
BLS ILT -- Blended	**$ 70.00**
BLS Online + Skills Initial -- Online	**$ 100.00**
BLS Online + Skills Renewal -- Online	**$ 60.00**
BLS Renewal ILT -- In Person	**$ 65.00**
First Aid & Bloodborne Pathogens *In Person*	**$ 55.00**
First Aid Skills Check *In Person*	**$ 85.00**
Trauma Nursing Core Course (TNCC) *In Person*	**$ 375.00**
ACLS	
Blended	**$ 250.00**
Online	**$ 180.00**
NRP	
Blended	**$ 180.00**
In Person	**$ 150.00**
PALS	
Blended	**$ 250.00**
Online	**$ 180.00**

Contact Krisann Karls at 930-7148 or karlsk@uplandhillshealth.org
with requests for services or any questions you may have.

EXHIBIT B
HIPAA AUTHORIZATION AGREEMENT TO DISCLOSE PHI

I, *[name of individual]* _____ understand that Upland Hills Health ("Health Care Provider") provides occupational health services to _____("Employer"). I understand that the services I am receiving are required by my employer as a condition of employment. I authorize Health Care Provider to disclose protected health information collected or created during my visit/treatment to Employer for employment-related purposes. The protected health information subject to such disclosure may include results from physical exams, evaluations, assessments or screens, drug testing, pulmonary function testing, immunizations, and/or work conditioning.

This authorization is effective on the date of my signature below and expires on my last day of employment, unless earlier revoked. I understand that once the information is disclosed by Health Care Provider, it may be re-disclosed by Employer and loses its protected status under the federal law known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

I may revoke this authorization at any time by giving written notice to the Health Information Management (H.I.M.) at Upland Hills Health 800 Compassion Way, Dodgeville, WI 53533. I am aware that any revocation is not effective as to disclosures made by the Health Care Provider in reliance on this authorization before such revocation.

I understand that if I do not execute this authorization or if I revoke this authorization before the protected health information is disclosed to Employer, then Health Care Provider will not treat me and Employer may take employment-related action based on not receiving the protected health information.

I understand I will be provided with a copy of this Authorization Form after signing.

.....

[Signature of employee] *[Date]*

.....

[Printed name of employee]