PHYSICAL THERAPY SERVICE AGREEMENT

THIS PHYSICAL THERAPY SERVICES AGREEMENT, effective the 1st day of June, 2019, by and between **THE MEDICAL CENTER AT FRANKLIN, INC.** ("MCF") and **BOARD OF EDUCATION OF FRANKLIN-SIMPSON COUNTY** ("Board");

WHEREAS, Board operates a school system in Franklin, Simpson County, Kentucky, which requires physical therapy services for the benefit of some students of Board; and

WHEREAS, MCF provides physical therapy services and desires to provide those services to Board under the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. MCF shall provide licensed physical therapy professionals and support staff as needed for the performance of physical therapy services, in accordance with orders of treating physicians and approved plans of care consistent with all applicable statutes and regulations.

2. MCF agrees to maintain professional and comprehensive general liability insurance for the benefit of all MCF employees who provide services pursuant to this Agreement in the minimum amount of $1,000,000 per occurrence and $3,000,000 in the aggregate under a program of self-insurance.

3. The compensation to be paid to MCF by Board for services rendered under this Agreement shall be in accordance with the attached **Schedule A** which is incorporated by reference into this Agreement as if set out here in full. The fee schedule may be modified by the parties by mutual agreement in writing. MCF shall invoice Board on a monthly basis, and Board agrees to pay the invoices within 30 days. Board shall pay all invoices in full regardless of whether or not Board receives reimbursement for services provided to students under this Agreement from another source.

4. Board shall provide appropriate space, equipment, and supplies for the provision of physical therapy services and shall consult with MCF to ensure that such needs are met in a manner reasonably required for the appropriate provision of services provided by MCF and requested by Board. Board shall provide MCF with access to student information reasonably necessary for the provision of services required by this Agreement.

5. Each party agrees to indemnify and holds harmless the other from liability for personal injury, property damage, or other liability arising out of the acts or omissions of any employee or agent of the respective party concerning the provision of services required by this Agreement.

6. The term of this Agreement shall be for a period of one (1) year, effective beginning with the effective date of this Agreement and shall automatically renew for additional one-year terms, for a maximum of four additional terms, unless the Agreement is terminated in accordance with

this paragraph. Either party may terminate this Agreement without cause or penalty at any time upon provision of thirty (30) days' prior written notice.

7. During the term of this Agreement and for a period of one year after the end of the original term of any renewal term of this Agreement, Board covenants and agrees that it will not either directly or indirectly solicit for employment or contract with any individual who provides services on behalf of MCF pursuant to this Agreement.

8. The parties shall comply with all applicable provisions of laws, including any rule, regulation, policy or procedure of any governmental authority relating to the operation of school systems or providers of physical therapy services. Both parties shall refrain from discrimination against any person, student or employee on the basis of race, creed, color, religion, age, disability or national origin. Should either party have a reasonable belief that any requirement of this Agreement may violate any law, rule, or regulation, such party shall provide written notice of a proposed amendment to this Agreement which would remove the non-compliant provision. The other party shall have ten (10) days within which to agree to the amendment, and if no agreement can be reached, the initiating party shall have the right to terminate this Agreement immediately upon written notice.

9. This Agreement cannot be modified, or assigned except by another written instrument executed by both parties. This Agreement constitutes the entire understanding and agreement between the parties relating to the subject of this Agreement. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement at Bowling Green, Kentucky, on the day and year first hereinabove written.

THE MEDICAL CENTER AT FRANKLIN, INC.

By: _____

BOARD OF EDUCATION OF FRANKLIN-SIMPSON COUNTY

By: _____

PHYSICAL THERAPY SERVICES AGREEMENT

THE MEDICAL CENTER AT FRANKLIN, INC. & BOARD OF EDUCATION OF FRANKLIN-SIMPSON COUNTY

SCHEDULE A

JUNE 2019-MAY 2020

Board of Education of Franklin-Simpson County agrees to provide:

1. Compensation of $75.00 per hour for both direct/consultation and indirect services provided by physical therapy assistants.
2. Compensation of $80.00 per hour for both direct/consultation and indirect services provided by physical therapists.
3. Travel reimbursement will be provided at $0.45 per mile.

The Medical Center at Franklin, Inc agrees to provide:

1. Physical therapy services up to 15 hours per week as described in the district's special education procedures according to individual student education programs.

THE MEDICAL CENTER AT FRANKLIN, INC.

By: _____

BOARD OF EDUCATION OF FRANKLIN-SIMPSON COUNTY

By: _____