

PHYSICAL THERAPY SERVICE AGREEMENT

THIS PHYSICAL THERAPY SERVICES AGREEMENT, effective the 1st day of March, 2023, is by and between **Commonwealth Health Corporation, Inc. d/b/a Med Center Health Orthopedics Plus Physical Therapy** (hereinafter, “CHC”) and **Board of Education of Russellville Independent Schools** (hereinafter, “Board”).

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

WHEREAS, CHC 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. CHC 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. CHC agrees to maintain professional and comprehensive general liability insurance for the benefit of all CHC 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 CHC 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 verbatim herein. The fee schedule may be modified by the parties by mutual agreement in writing. CHC 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 CHC to ensure that such needs are met in a manner reasonably required for the appropriate provision of services provided by CHC and requested by Board. Board shall provide CHC with access to student information reasonably necessary for the provision of services required by this Agreement.
5. Board shall ensure appropriate parental consents for services rendered hereunder, and provide a copy to CHC.
6. 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.

7. The initial term of this Agreement shall be for a period of one (1) year and two (2) months, effective beginning with the effective date of this Agreement and ending on May 31, 2024, 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.
8. 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 CHC pursuant to this Agreement.
9. 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.
10. 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.

**COMMONWEALTH HEALTH
CORPORATION, INC. d/b/a
MED CENTER HEALTH
ORTHOPEDICS PLUS
PHYSICAL THERAPY**

**BOARD OF EDUCATION OF
RUSSELLVILLE INDEPENDENT
SCHOOLS**

By: **David Gray**
Its: Executive Vice President

By: _____
Its: _____

PHYSICAL THERAPY SERVICES AGREEMENT

**COMMONWEALTH HEALTH CORPORATION, INC. d/b/a MED CENTER
HEALTH ORTHOPEDICS PLUS PHYSICAL THERAPY & BOARD OF
EDUCATION OF RUSSELLVILLE INDEPENDENT SCHOOLS**

SCHEDULE A

**MARCH 2023-MAY
2024**

Board of Education of Russellville Independent Schools agrees to provide:

1. Compensation of \$85.00 per hour for both direct/consultation and indirect services provided by physical therapist assistants.
2. Compensation of \$100.00 per hour for both direct/consultation and indirect services provided by physical therapists.

Med Center Health Orthopedics Plus Physical Therapy agrees to provide:

1. Physical therapy services up to 16 hours per week as described in the district's special education procedures according to individual student education programs.

**COMMONWEALTH HEALTH
CORPORATION, INC. d/b/a
MED CENTER HEALTH
ORTHOPEDICS PLUS
PHYSICAL THERAPY**

**BOARD OF EDUCATION OF
RUSSELLVILLE INDEPENDENT
SCHOOLS**

By: **David Gray**
Its: Executive Vice President

By: _____
Its: _____