

**PEDIATRIC THERAPY SERVICES AGREEMENT  
MANKATO CLINIC, LTD.**

This **PEDIATRIC THERAPY SERVICES AGREEMENT** is entered into on this 8<sup>th</sup> \_\_\_ day of \_\_\_ April \_\_\_, 2019 by and between Mankato Clinic, Ltd., a Minnesota corporation (hereinafter referred to as "Provider") and Southern Plains Special Education Cooperative \_\_\_ (herein after referred to as "Agency") for physical therapy services in the Southern Plains Special Education Cooperative.

**WHEREAS**, Mankato Clinic, Ltd. is in agreement to provide physical therapy services or consultation with a \_\_\_ Physical Therapist \_\_\_ licensed by the state of Minnesota State Board of Medical Examiners.

**NOW THEREFORE BE IT AGREED:**

1. The right and obligations of both parties are hereinafter set forth and shall be amended or modified only in writing.
2. The Agency agrees to:
  - a. Make available to Provider all records: Information relevant to the client for the purpose of services being provided.
  - b. Mankato Clinic with notice as to when services are desired at least ten days in advance.
3. Mankato Clinic agrees to:
  - a. Provide therapy services in the categories of client education, client care plan, teaching, supervision, consultation, and direct client care for up to \_700\_ hours per fiscal year effective \_\_\_ September 1, 2019 \_\_\_\_.
  - b. Provide therapy services to clients in accordance with written individual educational plans established with the agency.
  - c. Maintain records and reports in accordance with the policies of the Agency. This will include Initial and periodic evaluation, IEP and IFSP documentation, and records of treatment rendered as well as documentation required for third party billing.
4. Non-Solicitation: Agency shall not solicit or recruit, directly or indirectly, the therapist(s) during the term of this agreement and for one year thereafter.
5. Training: Mankato Clinic is responsible for providing the Occupational Safety and Health Administration's ("OSHA") Tuberculosis Standard Training, Hazard Communication Standard Training and the Blood borne Pathogen training to the therapist(s). Mankato Clinic shall maintain written documentation of such training in accordance with the OSHA regulations and will provide such documentation to Agency upon request.
  - a. Agency shall provide any site-specific training to MC staff. This is expected to include documentation, equipment, protocols, site contacts/ key phone numbers, parking, computer access, emergency procedure response (code blue/fire/tornado and more), HIPAA, equipment vender contacts and repair if needed and point of contact for site day-day. It's expected a training time to above is expected prior to agreed patient care coverage contracted day. This training time is estimated at 4 hours onsite and is billed at the below hourly rate.

6. Health Assessment: Mankato Clinic shall ensure that each therapist(s) shall have received a health assessment prior to beginning the provision of Services hereunder, which assessment shall include the following:

- a. A physical assessment that includes a history of communicable diseases and immunizations;
- b. Satisfactory results from a tuberculin skin test obtained on an annual basis; if PPD contraindicated due to positive history, provide documentation of freedom from active disease;
- c. Vaccination or confirmed immunity against rubella; and
- d. Offer of Hepatitis B vaccine, and documentation of vaccination or refusal of vaccination.

Copies of these health records shall be provided to AGENCY upon request.

7. Space and Support: Except as otherwise expressly provided herein, AGENCY shall provide such space, equipment, supplies and support services as are reasonably necessary for the therapist(s) to provide the Services hereunder.

8. Exclusion from Federal Health Care Programs: The Parties hereby represent and warrant that they are not and at no time have been excluded from participation in any federally funded health care programs including, but not limited to, Medicare and Medicaid. This representation includes to the best of each Party's knowledge, based on information known or available to each Party, all employees of either Party involved in any way in the provision of the Services under this Agreement (hereafter, such employees are referred to as "Servicing Employees"). Each Party hereby agrees to immediately notify the other Party if it or any of its Servicing Employees are threatened or excluded from any federally funded health care program including, but not limited to, Medicare and Medicaid. In the event that either Party is excluded from participation in any federally funded health care program during the term of the Agreement, the other Party may terminate the Agreement as of the effective date of such exclusion. In the event that any Party's Servicing Employees are excluded from participation in any federally funded health care program during the term of the Agreement, the employer Party shall immediately remove such employee from providing any Services in connection with this Agreement and shall notify the other Party in writing, stating the information known regarding the basis for the exclusion and the steps taken to remove the excluded Servicing Employee from providing Services in connection with this Agreement. If the employer Party cannot or will not remove such Servicing Employee from providing Services in connection with this Agreement, the other Party shall have the option to terminate the Agreement as of the effective date of such exclusion.

9. Independent Contractor: None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

10. Compensation:

- a. The Agency should reimburse Provider for therapy services pursuant to this Agreement at the rate of   \$70   per hour. Provider should provide the Agency with a statement of service and amount due at the end of each month.

11. Term and Termination:

- a. This Agreement shall be and remain in full force and effect starting on the effective date of   September 1, 2019   and continuing for a term of One Year. This Agreement shall automatically be renewed for successive additional one (One) year terms upon the terms and conditions set

forth herein unless terminated or revised by either party by giving notice to the other at least 60 days in advance of the termination or revision.

12. Liability Insurance:

a. Provider must carry own professional liability insurance.

13. Nondiscrimination:

a. It is the policy of Mankato Clinic, Ltd, Inc to accept any referral without regard to race, color, national origin, disability, or age.

14. Assignment: No party shall assign this Agreement, nor sub-contract with any other person or entity to provide services hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

15. Miscellaneous: The laws of the State of Minnesota shall apply to the interpretation of this Agreement. The invalidity of any portion of this Agreement shall not affect the other provisions of this Agreement. This Agreement contains the entire understanding between the parties relating to the subject matter hereof, superseding all prior representations, agreements, negotiations and understandings between the parties and no statement or representation made by either party shall be binding upon the other except as set forth in this Agreement or in a written amendment hereto signed by the parties.

Notice: Any notice required to be given pursuant to this Agreement shall be in writing and shall be deemed given upon personal delivery, or if sent by mail, then upon the earlier of actual receipt or three days after being sent by certified mail, return receipt requested, postage prepaid, to:

Mankato Clinic at: Mankato Clinic, Ltd.  
1230 East Main Street  
Mankato, MN 56001  
Attention: Director of Diagnostic Imaging & Physical Therapy

AGENCY at: Agency: Southern Plains Special Education Cooperative  
Address:  
Phone:  
Attention-Contact name/title:

**IN WITNESS HEREOF**, the parties have hereunto affixed the signatures as of the day, month, and year first written below.

MANKATO CLINIC, LTD.

  
Dan Hart RN-Director

4-8-19  
Date

SOUTHERN PLAINS SPECIAL EDUCATION COOPERATIVE

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date