

THERAPY SERVICES CONTRACT

April 6, 2017

Manheim Township School District
Joni Lefever, Supervisor of Special Education
450A Candlewyck Road
Lancaster, PA 17601

Dear Ms. Lefever:

Thank you for the opportunity to help serve the needs of the children of Manheim Township School District (herein referred to as "District"). Please review the following Service Agreement.

BACKGROUND:

- A. Pediatric Therapeutic Services Inc. ("PTS") is engaged in the business of providing a range of pediatric therapy services to its own patients and to various other entities under contract with PTS. PTS fills these service needs by locating and providing Independent Contractors (not employees).
- B. District has identified a need for school-based therapy services and desires to use PTS, Inc. for the fulfillment of that need.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the parties agree as follows.

- 1. SERVICE:** Upon request, PTS will provide contracted therapists to District. These independent contracted therapists will render therapy services to District's caseload. Documentation will be maintained on each student and will be included in his/her formal records. School will be responsible for acquiring appropriate prescriptions for these services. To ensure compliance, District will provide company with an accurate list of all students currently receiving therapy services, including grade, location, date of birth and current service levels. Prior to the start of the school year, District will provide Company a bi-monthly, cumulative report that identifies the final placement and levels of services as recorded in new, incoming students' records. Contracted therapists are to comply with District's requirements pertaining to IEP software and web-based Medical Access record-keeping. It will be the responsibility of contracted therapists to document time entries for the purpose of invoicing and task-related record-keeping exclusively in Company's web-based billing system. District will provide Company's therapists access to each student record on its online IEP system, if such software is being utilized, not later than the first day therapists are required to report to school.

If District is dissatisfied with the professional services of the independent contractor provided by PTS, upon receipt of written notice, PTS will endeavor to provide a replacement contractor satisfactory to District.

2. FEE: Physical therapy services will be billed at \$65.00 per hour and Certified Occupational Therapy Assistant services will be billed at \$50.00 per hour for the 2017-18 school year. These rates apply, but are not limited to, direct services, consultative services, travel between program sites, meeting time and documentation. PTS charges a two-hour minimum for therapy visits requested by District. Monthly charges will be billed to District at the end of each month during which services are provided. It is also agreed that District will bill all third parties for the services provided by PTS, and that, at no time, will PTS, be responsible for billing on behalf of District. Payment will be due by the 30th of the month in which initial invoice is received by District. It is further agreed that if payment is not received by the 30th of the month, PTS reserves the right to impose a 2.0% monthly finance charge on any unpaid balance. Should District dispute either the substance or timeliness of any PTS invoice, it will provide written notice of its dispute to PTS within ten days after receipt of the disputed invoice. If payment is not received according to the terms listed above, PTS reserves the right to suspend services until unpaid amounts are received.

3. INSURANCE / MISCELLANEOUS: Since PTS will be providing services as an independent contractor to District our contracted therapists must not be placed in a position of supervising any of the employees of District. Contracted therapists will be invited to participate in any induction programs made available to staff and other contracted workers of District. Participation in induction program(s) by contracted therapists will not be billable time. All contracted therapists will have proof of licensure in District's state and carry liability insurance for malpractice. Independent Contractors' professional liability insurance coverage reflects a minimum of one million per incident or at such higher amount as is required by law. Company maintains professional liability insurance with limits of one million per each claim, three million aggregate. General liability policy is maintained at two million per occurrence, four million general aggregate. This information will be held on file at PTS and will be provided upon written request.

Company will obtain the following documents from Independent Contractors and make them available for inspection by District, upon request.

- i. Criminal Background Check pursuant to Act 34;
- ii. Department of Public Welfare Clearance Statement pursuant to Act 151;
and
- iii. Fingerprint reports when required by law.

Independent contractors are contractually obligated to conduct an employment history review, in compliance with 24 P.S. §1-111, and provide a copy to Company, prior to the independent contractor initiating service provision. The employment history review shall include the completed Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Release form with the Independent Contractor's response and the current/prior employer's response(s).

If during the time period of the Independent Contractor's employment with the District, the independent contractor has an arrest or conviction that is required to be reported by law, the independent contractor, likewise, is contractually obligated to report the arrest or conviction in writing to the Company and the District within 72 hours. Failure to report an

arrest or conviction will result in immediate termination of Independent Contractor's Agreement.

If the independent contractor violates 24 P.S. §1-111 or any other law, such action may constitute a breach resulting in District's request that Independent Contractor be immediately removed as a service provider.

4. NON-SOLICITATION: District understands and agrees that it will not employ or offer to employ or enter any form of service relationship or independent contractor status, directly or indirectly, with the independent contractor provided by PTS to perform services for District under and pursuant to the terms and conditions of this Agreement for a period of eighteen (18) consecutive calendar months after the termination of such contract or any extension thereof.

5. TERM: This agreement for services shall remain in effect through June 30, 2018. Notwithstanding the foregoing, either party may, upon the delivery of not less than 60 days' prior written notice to the other party, terminate this Agreement if the other party defaults in the performance of the contract which breach remains uncured for 30 days after written notice thereof. Neither party will reassign student caseloads without authorization of the other party. Upon such termination, all unpaid amounts shall be due and payable in full.

In the absence of formal written notice of termination by either party or the absence of a renewal contract at the end of the contract period, this contract will remain in force for a period of up to three months after the term of the contract as long as PTS continues to provide the services outlined in this contract.

If the terms of this agreement meet your program's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to PTS and retain a copy for your records.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto affix their signatures below.

Pediatric Therapeutic Services, Inc.

By: _____

Date

Manheim Township School District

By: _____

Date