

Agreement for Physical Therapy Services Between Total Rehab Center/Total Pediatrics (EIN #61-1389682) and

The McCreary County Board of Education

2016-2017 School Year

THIS AGREEMENT is entered into between the McCreary County Board of Education, 120 Raider Way, Stearns, KY 42647, hereinafter referred to as the "School", and Total Rehab Center/Total Pediatrics, PSC, 175 Medpark Drive, Somerset, KY 42503 hereinafter referred to as the "agency" for a licensed Physical Therapist/Physical Therapist Assistant by the agreement of this date, June 29, 2016 for the purpose of obtaining physical therapy services for this school program.

WITNESSETH

WHEREAS, the school provides special programs and Section 504 services; and WHEREAS, the agency is licensed in the state of Kentucky as a Physical Therapist and desires to provide Physical Therapy Services. Now THERERFORE, for and in consideration of, the promises and the mutual covenants and agreements herein contained, the parties hereto agree to follows:

1. Services

The Physical therapist/Physical Therapy Assistant will be licensed by the State of Kentucky and will provide a copy to the Director of Special Education.

The Physical therapist/Physical Therapy Assistant will receive confidentiality training prior to September 2016.

The Physical therapist/Physical Therapy Assistant will provide specific program needs and plan appropriate gross motor activities, therapeutic exercises, mobility training and use of special rehabilitation equipment, in accordance with the IEP.

The Physical therapist/Physical Therapy Assistant will orient, train and supervise professional and non-professional staff and parents in the prescribed treatment methods and educations techniques.

The Physical therapist/Physical Therapy Assistant will mark attendance and document student performance on each student's progress monitory log/Medicaid log for each session.

The Physical therapist/Physical Therapy Assistant will provide Physical Therapy evaluations/re-evaluations, using formal and informal assessments and complete a written report upon request of the Director of Special Education. The completed report will be submitted within 20 school days of receiving the request for evaluation. (See the "2012 Guidance for the Related Services of Occupational Therapy, Physical Therapy, and Speech/Language Therapy in Kentucky Public Schools" to determine appropriate formal assessment tools.)

The Physical therapist/Physical Therapy Assistant will attend the ARC meetings, interpret the Physical Therapy evaluation, provide a written summary of student progress and based on evaluation data, work with the case manager to provide input into the development of educationally relevant, realistic, measurable goals, which can be easily integrated into the student's natural routine, based on the evaluation.

The role of the Physical therapist/Physical Therapy Assistant working in educational environments is to assist the student in meeting his/her educational goals in the areas of functional motor and self-help. According to the PT license, each student must have a plan of care. The PT develops a plan of care for the student related to the student's IEP goals. The plan of care is comparable to the teacher's lesson plan, which is not a part of the student's IEP.

The strategies and intervention approach used by the PT should relate to the student's need for functional motor skills in the areas of mobility, movement, posture/positioning, access, participation and safety in the educational environment (including class, school, campus, work sites, and community). It is the responsibility of the therapist to be aware of currently accepted therapy procedures and evidence-based practice to determine the best method to translate this knowledge into practice. Therapists should assist the ARC in determining what the least restrictive environment is and strive to provide interventions in the natural or least restrictive environment for each student receiving therapy.

The Physical therapist/Physical Therapy Assistant will attend ARC meetings on the regularly scheduled dates to provide service. If an ARC is scheduled on a non-scheduled day, the PT may participate via phone conference or provide a written report to the case manager prior to the meeting to be presented during the meeting by the case manager and recommend to the ARC in developing goals and objectives that are educationally relevant, realistic, measurable and that can be easily integrated into the student's natural daily routine.

If the ARC determines that additional support for a PT is necessary, a process may be used to help determine the amount of time, frequency, duration, and staff training requirements. The therapist can use the Educational Relevance

worksheet (ERW) during the IEP meeting to assist with these decisions. The purpose of the ERW is to assure that the services are related to educational and functional goals, provide a systematic means for decision making, give some consistency to the decision-making process across the district and state, help determine the type of service delivery, and help determine the amount of time needed to meet the student's IEP.

If, at the time of the initial placement and assessment review meeting, there are no goals, accommodations, or staff training that require the intervention of a PT, then the ARC will determine there is no need for physical therapy services. This also is true at any annual review. If there are no longer any goals, accommodations, or staff training that requires the intervention of a therapist the ARC discontinues services.

The PT presents recommendation to the ARC members. If there are questions or disagreements regarding these recommendations, the therapists are encouraged to share the process of using the Educational Relevant Worksheet with the members of the ARC.

The physical therapist or physical therapist assistant (s) will submit progress notes/service logs on a monthly basis to the director of special education, who shall make them available to parents and appropriate school personnel. Daily progress notes and other therapy reporting would be furnished upon request.

II. Facilities

The school will provide space in its facility to enable the agency to carry out services.

III. Equipment and Supplies

The school will provide equipment and supplies for the physical therapist or physical therapist assistant within limits defined by the district.

IV. Fee, Collection and Compensation

During the term hereof, the following arrangements shall apply:

A. Compensation

The school shall compensate the agency at rate of \$70.00 per hour for Physical Therapy Services, travel from place of business, travel between schools and ARC meeting time. Maximum travel time allowed will be 2 hours per day.

B. The agency will provide to the school a breakdown list of the time worked and student service logs by the first day of each month. The school will

reimburse the agency after approval at the first regularly scheduled board meeting after a receipt of said lists.

- C. The agency will be available to provide physical therapy services, up to a maximum of two 6 hour days per week or as required to implement IEP's.
- D. Additional time must be pre-approved by the Director of Special Education.

V. Insurance

During the time of this agreement, the agency shall maintain professional liability insurance in the following amounts;

One million \$1,000,000 per occurrence:

Three million \$3,000,000 aggregate

VI. Terms

This agreement shall be in full force and continued for the 2016/2017 school term. It shall commence on August 1, 2016 and shall be effective until July 31, 2017. However, at any time during the term hereof, either party may unilaterally terminate this agreement without cause by giving the other party at least thirty (30) day notice of its desire to terminate the contract.

VII. Confidentiality

Criminal Records Check

Any employee of Total Rehab Center/Total Pediatrics PSC. working under the terms of this agreement shall submit to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation in keeping with KRS 160.380 at no expense to the School. The results of this background check shall be provided to the Superintendent of Schools or his designee before any services are provided pursuant to this agreement. No person shall perform services pursuant to this contract who has a record of a sex crime or as a violent offender as defined in KRS 17.165.

This provision shall apply to any adult who is permitted access to school grounds, pursuant to this agreement at times when students are present or to any person who provides services to students pursuant to this agreement or at McCreary County School's place of business.

The Provider by signing this agreement,

- a. Assures that any information received from the McCreary County Board of Education or the Cabinet for Health and Human Services ("the Cabinet") relating to individuals on public assistance applicants and /or recipients will be maintained as confidential and will not be copied or given to any other governmental agency, individual or private concerns without written permission of the Cabinet or the applicant or recipient.
- b. Takes all precautions to assure that information is safeguarded and to maintain security over such information to assure it does not become available to unauthorized individuals;
- c. Assures that information on Food Stamp recipients obtained from the Cabinet will only be used for purposes of verifying eligibility into Second Party Federally Funded Programs;
- d. In accordance with Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions, " the Cabinet and the McCreary County Board of Education have standards to protect the security, confidentiality and integrity of health information; and the United States Secretary of the U.S. Department of Health and Human Services has issued regulations modifying 45 C.F.R. Parts 160 and 164 (the "HIPAA Privacy Rule"): Certain information is received from The Cabinet for Health and Family Services that requires said information to be secured confidential.
- e. THEREFORE, in compliance with the HIPAA Privacy Rule, 45 C.F.R. Part 164.504, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

VIII. Definitions

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule. But are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term "Protected health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provisions of health care to an individual; or the past, present, or future payment of the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Total Rehab Center/Total Pediatrics, PSC. acknowledges and agrees that all Protected Health Information that is created or received by The McCreary County Board of Education (AMCBE@) and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by AMCBE@) or its operating units to Total Rehab Center/Total Pediatrics, PSC. or is created or received by Total Rehab Center/Total Pediatrics, PSC. on AMCBE@s@ behalf shall be subject to this Agreement.

VIII CONFIDENTIALITY REQUIREMENTS

- (a) Total Rehab Center/Total Pediatrics, PSC. agrees:
- (i) To use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in this contract between Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom AMCBE@) is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by AMCBE@ ;

- (ii) At termination of this Agreement, or upon request of AMCBE@, whichever occurs first, if feasible, Total Rehab Center/Total Pediatrics, PSC. will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of AMCBE@ that Total Rehab Center/Total Pediatrics, PSC. still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Total Rehab Center/Total Pediatrics, PSC. will extend the protections of this Agreement to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information not feasible; and
- (iii) To ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Total Rehab Center/Total Pediatrics, PSC. on behalf of AMCBE@, agrees to the same restrictions and conditions that apply to the school with respect to such information. In addition, the school agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Total Rehab Center/Total Pediatrics, PSC. to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in the Agreement Total Rehab Center/Total Pediatrics,

- (1) If necessary, for the proper management and administration of Total Rehab Center/Total Pediatrics, PSC. or to carry out the legal responsibilities of Total Rehab Center/Total Pediatrics, PSC., provided that as to any such disclosure, the following requirements are met:
 - (A) The disclosure is required by law; or
 - (B) Total Rehab Center/Total Pediatrics, PSC. obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the school of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Total Rehab Center/Total Pediatrics, PSC. for the health care operations of "MCBE" pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by the school with the protected health information received by Total Rehab Center/Total Pediatrics, PSC. its capacity pursuant to this agreement to permit

data analyses that relate to the health care operations of the respective covered entities.

- (c) Total Rehab Center/Total Pediatrics, PSC. will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit all record and practices related to use and disclosure of Protected Health Information to ensure AMCBE's compliance with the terms of the HIPAA Privacy Rule. Total Rehab Center/Total Pediatrics, PSC. shall report to AMCBE@ any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, Total Rehab Center/Total Pediatrics, PSC. agrees to mitigate, to the extent practicable, any harmful effect that is known to the school of a use or disclosure of Protected Health Information by Total Rehab Center/Total Pediatrics, PSC. in violation of the requirements of this Agreement.

X. AVAILABILITY OF PHI

The school agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Total Rehab Center/Total Pediatrics, PSC. agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.

XI. CONFIDENTIALITY OF EDUCATION INFORMATION

The Provider assures the confidentiality of all personally identifiable information, written and verbal, provided by or about any student receiving services under this agreement, and shall not release any information to a third party other than the School herein, except as authorized by the informed written consent of the student or the parent of a student under 18 years of age, or as otherwise permitted by law in accordance with the Federal Family Educational Rights and Privacy Act (FERPA).

XII. ENTIRE AGREEMENT

The agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding or obligating upon the parties hereto. This agreement supersedes all prior contacts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. INWITNESS

WHEREOF, the school and agency have duly executed this agreement of the day and year just written.

McCreary County Schools Officials:

Witness: _____ Date: _____

Superintendent

Witness: _____ Date: _____

Chairman of the McCreary Board of Education

Total Rehab Center/Total Pediatrics, PSC. Officials

Witness: Michael A. Coldiron Date: 6-29-16

Michael A. Coldiron OTD, OTR/L, CAS

Owner/Partner, Total Rehab Center/Total Pediatrics