

**PHYSICAL THERAPY
BETWEEN
SALINE COUNTY HEALTH DEPARTMENT
&
DEANNA PRUITT, PTA**

THIS AGREEMENT was made and entered into on January 1, 2024, by and between the SALINE COUNTY HEALTH DEPARTMENT of Salina, KS, hereinafter called the First Party, and DEANNA PRUITT, PTA, Salina, KS, hereinafter called the Second Party.

WHEREAS, the First Party, in carrying out its duties in furnishing service to the people of Saline County, do find a need for a Physical Therapist, to see patients on a consultant basis and staff in-service education and,

WHEREAS, the Second Party, will provide to the First Party a Physical Therapist who is willing to furnish professional services to the person or persons referred to by the First Party, physical therapy treatments to be performed by the Second Party at the residence of the patient.

NOW THEREFORE, it is mutually agreed between the Parties:

1. That the services of the physical therapy department of the Second Party are only permitted in accordance with attending Physician's order and/or knowledge of the First Party's Health Officer.
2. Employees assigned by the Second Party to provide Physical Therapy services for the First Party must be licensed to practice Physical Therapy in the State of Kansas. Employee of the Second Party will perform physical therapy evaluations to include establishing a plan of care for therapy with physician orders obtained through home health nursing staff, such plan to include: 1) type, 2) scope, 3) frequency and duration, and 4) goals.
3. Based on physical therapy evaluations, the necessary services will be documented, and the patient treated in accordance with these evaluations, following the physician's orders as written. Services will be terminated when goals are met, services are discontinued by the physician, and in collaboration with other members of the health care team.
4. After each home visit, employee of the Second Party will provide progress notes including observations, evaluations, teaching, training, and direct therapy procedures to be placed into the medical records of the First Party.
5. Employee of the Second Party will participate in policy information, planning treatments, scheduling of visits, discussion for the purpose of planning and evaluation of patient care in the individual cases, and any discontinuation/reduction of Medicare services forms.

6. The Second Party shall furnish evidence that it maintains a policy or policies of general liability and worker's compensation insurance covering its employees. The Second Party will maintain such policies of insurance throughout the term of this contract.
7. The Second Party agrees to maintain adequate statistical and financial records by which the cost of providing the scheduled services can be determined. Financial records supporting the determination of reasonable costs will be made available to the First Party as requested.
8. The First Party will reimburse the Second Party for the occupational therapy services provided.
9. The agreed upon fee of \$80.00 per Physical Therapy billable visit and \$60.00 per Physical Therapy Assistant, (PTA), billable visit will cover employee's labor, charting, travel time to and from the First Party's institution, and expenses. Mileage for all patient visits will be reimbursed at the current Health Department mileage rate (reimbursed according to the Federal Mileage Rate). The charge will be accumulated by the Second Party and invoiced to the First Party monthly.
10. THIS AGREEMENT will be one year from date stated on page one and may be terminated by either party on thirty (30) day written notice. This agreement may be modified, amended, or supplemented by agreement of both parties, but no such modification, amendment or supplement shall be binding on either party unless the same is attached hereto, in writing, and signed by the authorized parties.
11. Automatic Extension of Agreement. This Agreement shall be automatically extended for additional twelve (12) month periods. The parties shall, at least thirty (30) days prior to the expiration of each twelve-month period, review it and make any modifications or amendments necessary for the extension of the Agreement, including changes in rates as set forth in #9 above. In the event the parties do not agree in writing to any amendments or changes before expiration, this Agreement shall continue without amendment until canceled by either party.
12. It is agreed that if the Second Party is unable to provide services on a scheduled day due to inclement weather, illness, problems in staffing, or other unforeseen circumstances, the Second Party is to contact and reschedule services on the earliest subsequent date possible.
13. The Second Party will conform to all applicable agency policies during the time they are providing therapy in the home and will only agree to care for those patients assigned to them by agency staff.
14. Insurance. Each party shall maintain professional liability insurance during the term of this Agreement in an amount of \$1,000,000 per occurrence/\$3,000,000 aggregate per year. In addition to the professional liability insurance required above, each party shall maintain workers' compensation insurance.

15. Indemnification. Each party hereto expressly and exclusively assumes the liability and responsibilities for any personal injury, including death and/or damage to all property, arising directly or indirectly from their own acts or omissions in the performance of their respective services under the terms of this agreement. Each party hereto also agrees to defend, indemnify, and hold the other harmless from all liability which arises directly or indirectly from claims or suits based upon the indemnifying party's negligent acts or omissions. Upon the filing of such claims or suits against the indemnified party thereof, within five days of receipt of notice of the claim or suit, and at the indemnifying party's cost and expense permit counsel appointed by the indemnifying party to handle and control such claims or suits and the indemnified party will fully cooperate with the indemnifying party and its counsel in the defense of any such claim or suit.
16. Health Insurance Portability and Accountability Act. Parties are a covered entity as defined in the 1996 Health Insurance Portability and Accountability Act ("HIPAA") and the regulations promulgated there under, and as such follow all applicable aspects of HIPAA and will treat all protected health information in accordance with the provisions of HIPAA.
17. Privacy of Patient Information. Parties agree to maintain the privacy of patient information. The parties shall ensure the confidentiality of all patients' identifiable information contained in the patient record, including Outcome and Assessment Information Set (OASIS) data. Parties agree to ensure the identifiable OASIS information will not be released to the public.

IN WITNESS WHEREOF, all parties agree to the foregoing conditions the date and year first above written.

First Party Name: County of Saline dba Saline County Health Department, 125 W Elm St, Salina KS 67401

Name/Title: _____

Signature: _____

Date: _____

Second Party Name: Deanna Pruitt, PTA

Name/Title: _____

Signature: _____

Date: _____