

CONTRACTUAL AGREEMENT
between
CAPERNAUM PEDIATRIC THERAPY, INC.
and
NOVA CLASSICAL ACADEMY

This Agreement is between Capernaum Pediatric Therapy, Inc., 6625 Lyndale Avenue South, Suite 430, Richfield, MN 55423, hereafter referred to as "CPT" and Nova Classical Academy, 1455 Victoria Way, St. Paul, MN 55102 hereafter referred to as "SCHOOL."

A. Relationship

CPT and SCHOOL agree that their relationship is that of independent contractors and not that of employer or principal and agent. SCHOOL retains professional and administrative responsibility for services rendered. CPT shall have no responsibility to maintain or store any records of any student under this Agreement.

B. Objective

The objective of the Agreement is to insure that students with disabilities who have IEP/IFSP/IIPS documenting the need for such services have appropriate **physical therapy services** by a licensed physical therapist and/or certified physical therapy assistant, that high standards of professional practice and safety are maintained, and that there is compliance with all appropriate Federal and State regulations governing the operation of SCHOOL.

C. Certification

CPT represents that it is registered with the State of Minnesota and employs therapists who are licensed by and in good standing under the laws of the State of Minnesota and have passed a background study.

D. Scope of Service

1. In this Agreement, SCHOOL is requesting CPT's services to be provided at SCHOOL with a caseload of students determined by SCHOOL and within the predetermined hours (2-3 hours a month) between SCHOOL and CPT. CPT will utilize school technology to document services provided, progress notes, and other information regarding plans and services of assigned caseload. New students during the year are not guaranteed services without a written agreement adjusting the hours and contract ceiling.
2. CPT will bill SCHOOL at the agreed upon rate specified in Section E for the following:
 - a) All services rendered on behalf of the child including direct service, indirect service, consults, teacher/paraprofessional instruction, IEPs, equipment adjustments, evaluations, note writing, parent/community contacts, etc.
 - b) Administrative meetings concerning therapy services. SCHOOL will need to have predetermined dates and times for meetings, so as to facilitate attendance of CPT therapists.
 - c) Mileage and travel time between sites if required by SCHOOL (mileage at \$0.72 per mile which may be adjusted from time to time).
 - d) Trip charge of up to 60 minutes each way.
 - e) Mode of service, upon request of SCHOOL, may take place in person or via telemedicine using a HIPAA and FERPA compliant telemedicine platform, the cost of which is covered by SCHOOL.

- f) Billing will be provided on a monthly basis. Should SCHOOL be in default (have not met the responsibilities listed in section E), a written notice shall be sent to Brett Wedlund of Nova Classical Academy, at the address set forth in the introduction paragraph.
3. CPT agrees to provide services in accordance with established policies of school system and within the plan of care as established by the physician and IEP team.
4. CPT agrees to provide a time log which may be reviewed at the time reimbursement is made by SCHOOL.
5. CPT will complete assessments as needed which shall be kept at the school by SCHOOL.
6. CPT agrees not to transfer students who were originally referred to him/her as a result of this Agreement to his/her private practice or other service providers unless the services needed are not available through SCHOOL or it is clearly in the best interest of the client to do so.
7. CPT will consult with professional and direct service staff as required to provide the most comprehensive service to the child and participate in conferences as needed.
8. CPT agrees to participate in third party billing as required by SCHOOL.

E. SCHOOL Responsibilities

1. SCHOOL will pay CPT in the amount of \$89.11 per service hour / \$74.26 per trip charge hour (not to exceed \$5,000.00 per school year). Payment for services rendered will be made within 30 days after receipt of bill. If the costs exceed the contract ceiling, without a written agreement to amend the contract from both parties, the contractor does so at their own risk.
2. SCHOOL will assure the complete access of all appropriate client records within SCHOOL to CPT for the performance of duties described herein.
3. SCHOOL will assure access to a secure Wi-Fi connection and the programs necessary for the therapist to complete all the required documentation (this may include training on the program) including periodic updates, IEP, etc.
4. SCHOOL will provide test materials, equipment, computer programs or apps, supplies, and space in a safe, clean and appropriate area for therapy.
5. The Director of Special Education or designee shall have oversight of the contracted services including Fire Drills, Tornado Drills, Lock Down Drills and expectations if school is closed due to inclement weatherh..

F. Limited Insurance

SCHOOL will carry liability insurance covering the scope of its services, staff, and facilities in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. SCHOOL will also carry its own general liability and workers compensation insurance. CPT agrees to obtain and maintain, during the Agreement's term, or any extension or renewal thereof, professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate coverage for any personnel assigned pursuant to this Agreement. CPT will also carry its own general liability and worker's compensation insurance.

G. Limited Liability and Indemnification

Each party to this Agreement shall defend, hold harmless and indemnify the other party against any and all claims, liabilities, damages, judgments, costs and expenses (including reasonable attorney's fees and costs) asserted against, imposed upon or incurred by a party that arises out of, or in connection with, the party's default under or failure to perform any contractual or other obligations, commitment or undertaking under this Agreement, or the malpractice or negligence of the party or its employees, agents or representatives in the discharge of its or their professional responsibilities, or any other act or omission of a party or its employees, agents or representatives. The provision of this section shall survive termination of this Agreement with respect to any claim, action or proceeding that relates to acts or omissions occurring during the term of this Agreement.

H. Confidentiality

CPT will protect and maintain the confidentiality of pupil records and patient health care records that SCHOOL maintains, as required by federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to student confidentiality. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, CPT will return to SCHOOL all records, documentation, and other items that were used, created, or controlled by CPT during the term of this Agreement.

I. Non-Discrimination

CPT does not discriminate against persons with regard to age, race, color, religion, sex, ethnic/national origin, citizenship, disability, veteran status, marital status, sexual orientation and familial status, public assistance, and pregnancy status. It is company policy not to discriminate against these qualified individuals in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. Additionally, the Americans with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of CPT to comply with all federal, state, and local laws concerning the employment of persons with disabilities. CPT will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of the job in question.

J. Modification of Contract

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in any proceeding between the parties unless in writing.

K. Notices

All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below. Any notice sent by U.S or certified mail will be deemed to have been given three (3) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party:

Brett Wedlund
Nova Classical Academy
1455 Victoria Way
St. Paul, MN 55102

Bonna Olson, PT, Administrator
Capernaum Pediatric Therapy, Inc.
6625 Lyndale Avenue South, Suite 430
Richfield, MN 55423

L. Dispute Resolution

In the event of any dispute, claim, question, or disagreement arises from or relating to the Agreement or the breach thereof, the parties hereto shall use their best effort to settle such dispute, claim, question, or disagreement directly. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution agreed upon by both parties. If the parties do not reach a solution within a period of sixty days, upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be settled via mediation.

M. Termination

This Agreement may be terminated by either party upon a sixty (60) day prior written notice delivered to the other party.

N. Period of Agreement

This is the entire Agreement. The agreement shall be in existence for the period of July 1, 2026 through June 30, 2027. SCHOOL and CPT may mutually agree to extend the term of this contract annually in writing.

O. Force Majeure Clause

Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other part in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right without any liability to the other party, to terminate this agreement.

P. Waiver

Either party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed as a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the agreement.

Q. Severability

If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

R. Special Education Provisions

The Services provided are specially designed instruction, at not cost to the parents, to meet the unique needs of a student with a disability or related services in order for a child with a disability to benefit from specially designed instruction.

S. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflict of law principles.

Wherefore, this agreement was entered into on the date set forth below and undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned undertand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.

Bonna R. Olson
Capernaum Pediatric Therapy, Inc.

(SCHOOL/Representative name)

Date

Date