

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“the Agreement”) dated this

BETWEEN

Paintsville Independent Board of Education of 220 Main Street, Paintsville, Kentucky 41240 (“the Customer”)

-And-

Marcum Therapy Services, LLC of 1005 Trude Court, Catlettsburg, Kentucky 41129
(“the Contractor”)

BACKGROUND:

- A. The Customer is of the opinion that the Contractor, and its employees, has the necessary qualifications, experience, and abilities to provide services to the Customer.
- B. The Contractor, and its employees, is/are agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Contractor to provide the Customer with services (the “Services”) consisting of :

Provide school based occupational therapy services including setting up for sessions, direct treatment, telehealth services, Nontraditional Instruction (NTI), evaluations, reassessments, documentations, meetings (when available), and staff collaboration/consultation.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Customer.
3. The Customer agrees to provide training to Contractor when appropriate, for Customer specific protocols, changes to current protocols, etc. as necessary for the Contractor to comply with district specific guidelines for related occupational therapy services.

Term of Agreement

4. The term of this Agreement (the "Term") will begin on the following specified date _____ and will remain in full force and effect for 1 year, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
5. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide thirty (30) days' notice to the other Party. A termination notice is to be presented in written form to the other contracting Party. All services will end twenty (20) calendar days after notice of termination. All evaluations, reports, visit notes, other documentation, and final billing must be submitted by the end of the thirty (30) calendar day period.

The Contractor will complete proper documentation for Medicaid billing.

The Contractor authorizes payment to the local school districts from the Kentucky Medical Program, hereinafter referred to as KMP, for covered services provided by the Contractor and specified by the criteria of this contract. The Contractor, personally, cannot bill the KMP for any service that is reimbursed to the local school district as a part of this contractual agreement, and is solely and completely responsible for all KMP documents submitted by the local school district in the name of the Contractor for services provided.

Performance

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

8. For the services rendered by the Contractor as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Contractor (for each employee) at a rate of \$77.00 per hour for all services previously listed and for Contractor's (each employee) time involved in driving to and from home to place of service and between places of services, i.e. school to school, school to homebound student's residence, etc.
9. The Contractor agrees to provide the Customer with an invoice on a monthly basis and Customer agrees to reimburse Contractor within 25 days of receipt of invoice.

Capacity/Independent Contractor

10. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee of the school system. The Contractor and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice

11. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Paul Baker, Paintsville Independent Board of Education
220 Main Street
Paintsville, Kentucky 41240
Fax: (606) 789-7412
Email: paul.baker@paintsville.kyschools.us
- b. Marcum Therapy Services, LLC
c/o Curtis Marcum, OTR/L, managing member
1005 Trude Court
Catlettsburg, KY 41129
Email: curtisanthonymarcum@hotmail.com; curtis.marcum@paintsville.kyschools.us

Or to such other address as any Party may from time to time notify the other.

Modification of Agreement

12. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an unauthorized representative of each Party.

Time of Essence

13. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

14. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer

Entire Agreement

15. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Titles/Headings

16. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement

Governing Law

17. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law and any other forum, by the laws of the Commonwealth of Kentucky, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

18. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

19. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

In witness whereof, the parties have executed this document the day and year first written above.

Curtis Marcum

(Occupational Therapist)

By: 

(Signature of Occupational Therapist)

Marcum Therapy Services

1005 Trude Court, Catlettsburg, Kentucky 41129

Paul Baker

(Director of Special Education)

By: 

(Signature of Director of Special Education)

Bryan Auxier

(Superintendent)

By: _____

(Signature of Superintendent)