



Contract

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (“**Agreement**”) is made this ___ day of March, 2023, by and between Associates in Pediatric Therapy, LLC, a Kentucky limited liability company, with an address of 90 Howard Drive, Shelbyville KY (“**Contractor**”) and, (**Client**), Allen Co School District. Department of Special Education **Allen County** Board of **Education** 570 Oliver Street Scottsville, **KY**.

PREMISES

APT as the Contractor will service duly as a licensed speech language pathologist, holding at least a master's degree. (APT) APT as the Contractor will service duly as licensed therapists, (APT) Contractor has complied with all local, state and federal laws regarding licenses and permits required to perform the Services (defined below) and his/her duties hereunder;

APT is a provider of therapy service speech therapy, and intends to contract with Allen Co School Corporation to provide speech therapy services, from 8-2:30 pm per day with 30 min nonpaid lunch, until the end of the Aug 2023-May 2025 school year or on renewal of contract (the “**Services**”); and

NOW THEREFORE, in consideration of each of the foregoing premises and each of the agreements, covenants and conditions contained herein, the parties hereto agree as follows:

1. **Responsibilities Regarding Services.**

(a) APT shall prepare and/or perform all assessments, plans of treatment, evaluations, documentation and notes and otherwise perform the Services in accordance with approved methods and adhering to the Standards of Practice and Code of Ethics and any standards established from time to time by APT or Client. APT as the contractor shall strictly observe all rules, procedures, standards, guidelines and policies from time-to-time established by the Therapy Associations, APT or Client as well as all federal and state laws governing the Services.

(b) APT will provide services in the form of the following based on contract guidelines.

1. Direct Services and consultation only to students with appropriately documented Family service plans will be allowed as written on the IFSP or IEP if requested by school. SLP will follow written plans and help as needed to implement plans for children currently receiving IEP.
2. Therapists will attend and write objectives and be available for input for meetings.

3. Therapists will work directly with district therapists to help complete screenings during the beginning of the school year and as needed with new students and will complete the end of the year informal evaluations and recommendations as needed.
4. The school will provide materials needed to complete the job requirements.

ASSURANCES

Services will be made available without discrimination on account of race, creed, sex, national origin or handicap.

Contractor may have access to students' medical or other records. Contractor shall maintain such information in strictest confidence in accordance with applicable law and the individual's right to privacy.

CONSIDERATION AND CONDITIONS

- (A) The foregoing assurances are given by the Contractor in consideration of receiving fees for services which are obtained by the client from federal sources.
- (B) Contractor will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of its Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title. In accordance with Title VI of that Act and the Regulations there under, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Contractor receives federal financial assistance.
- (C) Both Client and Contractor shall comply fully with all applicable laws, regulations, and accreditation standards governing the respective operations and professions.

PAYMENT FOR SERVICES

- (A) Contractor will ONLY bill the school for direct therapy services including documentation, meetings, planning, therapy sessions under the School and will not bill the students insurance under APT insurance contracts.
- (B) Contractor will only bill Client for direct training of staff/ Formal In service/ or special group services requested by Client above and beyond contract.
- (C) The following fee schedule is in effect as of the date hereof. Such fee schedule is, however, subject to renegotiation from time to time as the Client and the Contractor may mutually agree.

FEE SCHEDULE:

APT Therapist Rate for Short Term contract less 1 year or less / \$75 per hour. (During and after school)
APT Therapist Rate for Long Term contract at least 2 year minimum/ \$70 per hr. (During and after school)

INDEPENDENT CONTRACTOR

- (A) In the performance of this Agreement, Contractor shall perform as an Independent Contractor and nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, master and servant, partnership or joint venture, between the Client and Contractor.

- (B) Contractor shall be responsible for and assume full responsibility for payment of all federal, state and local taxes or contributions, imposed or required under unemployment insurance, social security and income tax laws.
- (C) Contractor, as an independent contractor, is also entitled to perform services for any parties other than the Client.
- (D) Contractor shall maintain all applicable licenses and/or certifications required to practice Contractor's profession and to provide services under this Agreement.
- (E) Contractor shall not be covered under Client's professional liability/malpractice coverage when performing rehabilitation services with associates in the Client's program.

INSURANCE AND INDEMNIFICATION

- (A) Contractor shall obtain and maintain general and professional liability insurance in the minimum amount of \$1,000,000 for each occurrence and Contractor shall provide Client with a certificate of insurance as evidence of such coverage. Contractor shall notify Client of any alteration of the policy immediately upon receiving notice of any such change.
- (B) Client hereby indemnifies and holds the Contractor harmless from and against all liabilities, claims, damages, losses, or causes of action, and expenses incurred arising out of any personal injury or property damage caused by the negligent or intentional acts or omissions of the Client, or its employees or agents in performing its obligations hereunder, except to the extent that any such loss, damage, costs, and expenses were caused by the intentional acts or omissions of the Contractor, its officers, employees, or agents.
- (C) Contractor hereby indemnifies and holds Client harmless from and against all liabilities, claims, damages, losses, or causes of action, and expenses incurred arising out of any personal injury or property damage caused by the intentional acts or omissions of the Contractor, or its employees or agents in performing its obligations hereunder, except to the extent that any such loss, damage, costs, and expenses were caused by the negligent or intentional acts or omissions of the Client, its officers, employees, or agents.
- (D) Nothing shall relieve Client from liability proximately caused by employees of Client in the normal course of their duties.

HIPPA COMPLIANCE:

- (A) In the instance where Contractor receives Protective Health Information, herein referred to as "PHI" from the Client, Contractor agrees that it shall:
- (B) Comply with the applicable provisions of the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996, as Codified at 42 U.S.C. § 1320d through d-8 ("HIPPA"), and the requirements of any regulations promoted thereunder.
- (C) Not use or further disclose any PHI concerning a patient other than as permitted by this agreement, the requirements of HIPPA and/or applicable regulations. Contractor shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provided for by this Agreement.
- (D) Promptly report to Client any violations, use and/or disclosure of patient's PHI not provided for by this Agreement as soon as possible, upon becoming aware of the use and/or

disclosure violations(s).

REVIEW AND TERMINATION

This Agreement may be terminated by either party upon one month's written notice to the other party at the end of the original one year agreement. The parties shall deal with each other in good faith after any notice of intent to terminate without cause has been given.

TERM OF AGREEMENT

This Agreement is meant to be ongoing; however, it will be reviewed two years from execution with a new contract executed if warranted.

Dates of Contract: Normal School Calendar _Aug 2023-May 2025

Locations: Allen County School District/ & Telehealth Services as needed

Hours during the day: Normal School hours: 8:00-2:30 (excluding 30 minute lunch) or approved after normal hours meetings (Ex. Training and/or IEP Conferences/Documentations)

Agreements under the contract:

- Allen KY School District will guarantee payment of contracted days based on student numbers and needs, even if school is cancelled or shortened due to pandemic.
- APT therapist shall have no more than 60 patients on a caseload at one time.
- 60 kids can be split between therapists as needed to assure caseload requirements are met (Minimum of 1 FTE per year based on 60 patients but could go up to 1.5)
- All of APT therapists are board certified.
- All of APT therapists/ assistants will have appropriate level of degree to complete job requirements and contract.
- All of APT therapists complete the State of KY background check system.
- APT carries workman's compensation and insurance policy on company and procedures.
- APT would be an independent contractor for Allen KY School System
- APT-Will bill the Director of Special Education (email to marisa.duarte@allen.kyschools.us) at the 5th of each month for all services billed under this contract and Allen County School District will pay invoice following monthly board meeting.
- APT will provide any supervision if required based on licensure.
- Allen Co KY School District will have the right to determine and interview the therapists prior to the start date if they request.
- Allen Co KY School District cannot solicit the contracted APT therapist for at least 12 months after term is completed.
- APT Therapists will follow the school's policies, procedures, and code of ethics.
- Allen KY School District will reimburse APT Therapists directly for mileage during contracted hours at the district's set rate.
- Allen County School District will be responsible for transporting kids from classroom to telehealth sessions, troubleshooting of technology, and supervision of children during the session.
- Both APT and Allen County School District shall comply fully with all applicable laws, regulations, and accreditation standards, governing the respective operations and professions.

Date:

Angela Renea Sageser, CEO
Associates in Pediatric Therapy, LLC
90 Howard Dr.
Shelbyville KY, 40065

1-502-633-1007

**Director of Special Education
Allen County Board of Education
570 Oliver Street
Scottsville, KY 42164
270-618-3181**

Date:

**Travis Hamby, Superintendent
Allen County Board of Education
570 Oliver St.
Scottsville, KY 42164**

Date: