

**INDEPENDENT CONTRACTOR'S AGREEMENT
TO PROVIDE PHYSICAL THERAPY SERVICES**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT is made and entered into on this ____ day of _____, 2023, by and between **PERRY PHYSICAL THERAPY, PLLC**, a Kentucky Professional Limited Liability Company, hereinafter referred to as "PLLC" and the **TODD COUNTY BOARD OF EDUCATION**, hereinafter referred to as the "Board".

WHEREAS the PLLC is a duly organized Kentucky Professional Limited Liability Company and is desirous and available to provide physical therapy services for the students in the Todd County Public School System on the terms and conditions specified in this Agreement; and

WHEREAS, the managing member of the PLLC, namely, Carrie J. Perry, sometimes referred to as Amanda Perry, is a qualified physical therapist duly licensed by the Commonwealth of Kentucky; and

WHEREAS, the Board and the PLLC wish to reduce to writing their agreement concerning the foregoing;

NOW, THEREFORE, for and consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM OF AGREEMENT**: This Agreement shall have an effective date and further commence on August 1, 2023 and continue for one year thereafter. In addition, this contract shall automatically renew itself for additional terms of one (1) year each after the conclusion of the then existing term unless either party provides at least ninety (90) days advanced written notice to the other of its intent not to renew the contract at the conclusion of the then existing one-year term.

2. **SERVICES TO BE PERFORMED BY PLLC**:

2.1. **Specific Services**. Amanda Perry of the referenced PLLC agrees to provide physical therapy services for school-aged children who are enrolled in the Todd County Public School System.

2.2 **Method of Performing Services**. The PLLC will provide a physical therapist to perform assessments, evaluations, treatment, documentation, supervision of physical therapy assistants (if applicable) and other duties requested by the Board including scheduled and required attendance for ARC meetings which may be done either in person or via telecommunications.

The PLLC may utilize physical therapist assistants (PTA) to provide treatment, documentation and other duties requested by the Board and to attend meetings as may be necessary.

Amanda Perry of the PLLC will provide treatment supervision and oversight of PTA treatments not less than once every 90 days.

2.3 Contractor's Records. Amanda Perry of the PLLC shall keep or cause to be kept accurate and complete records including an adequate filing system. Work and records shall comply with all governmental record keeping and recording requirements.

3. COMPENSATION:

3.1 Fee per Hour: In consideration of the services to be performed by the PLLC, its members or employees, the Board shall compensate the PLLC for the services provided by a physical therapist or PTA at the rate of \$61.00 per hour for clinical, recording, keeping of records, and travel time.

3.2 Mileage: In addition to hourly compensation described above, the Board shall unto the PLLC an amount equal to all incurred mileage travel time calculated at the then current mileage reimbursement rate as established by the Internal Revenue Service.

3.3 Billing: The PLLC shall submit an invoice to the Board effective as of the last Friday of each calendar month. The Board shall pay the said invoice no later than the 15th day of the following month.

3.4 All invoices submitted by the PLLC to the Board shall state a summary of the hours worked, services rendered, as well as mileage. If any amount of said invoice is not paid on or before the due date set out herein, the outstanding will bear simple interest from the date of the invoice at the rate of 18% per annum until such amount is paid in full. In the event that the PLLC is required to collect amounts past due or use an attorney or collection agency, the Board shall be responsible for the payment of all legal fees and cost of collections incurred by the PLLC.

4. INSURANCE:

4.1 The PLLC shall obtain and maintain general and professional liability insurance, including malpractice insurance, in the amount of not less than \$1,000,000 for each occurrence.

4.2 Amanda Perry shall maintain automobile insurance that satisfies the laws of the Commonwealth of Kentucky.

5. COVENANTS AND RESPONSIBILITIES OF THE BOARD.

5.1 Nothing herein shall be construed as giving control, or the right to control, the professional judgment, treatment, or actions of Amanda Perry or any PTA which may be employed by the PLLC. The interest and responsibility of the Board is to ensure that students are referred to the PLLC and the Board will further provide written consent for

treatment from the student's parent or guardian. Neither Amanda Perry, any associated PTA, or the PLLC shall be considered as an employee, agent, or servant of the Board; instead, the PLLC, including its owner, Amanda Perry, are independent contractors who have agreed to make physical therapy services available to students referred to the PLLC by the Board.

5.2 In performing the services under this Agreement, the PLLC, including its owner and staff members, agree that they will use diligent efforts and professional skills and judgment; surrender care to students in accordance with and in a manner consistent with customary and recognized standards of the profession including, but not limited to the Kentucky Physical Therapy Practice Act. In addition thereto, all professional services provided the Board by the PLLC shall comply with the policies, rules, and regulations of the Board as may be presented to the PLLC in a written form.

5.3 The Board shall not disclose information relating to the business, financial affairs, or operations of the PLLC, including its owner and staff members, to persons other than governmental authorities without first obtaining the prior written consent of Amanda Perry and the PLLC, other than that which is required by the Kentucky Open Records Law or other laws of the United States of America or the Commonwealth of Kentucky or written policies of the Board.

6. **INDEMNIFICATION OF AMANDA PERRY AND THE PLLC:** The Board hereby indemnifies and holds harmless Amanda Perry, the PLLC and its members, officers, employees, and agents from and against any claim, loss, damage, cost, expense (including reasonable attorneys' fees) or liability arising out of or related to the performance or non-performance by the Board or its employees or services provided by another independent contractor under a contract with the Board.

7. **INDEMNIFICATION OF THE BOARD:** The PLLC hereby agrees to indemnify and hold harmless the Board, its Board members, employees and agents from and against any claim, loss, damage, cost, expense (including reasonable attorneys' fees) or liability arising out of the performance or administration of physical therapy services provided by PLLC unless their specific service or services are directed by the Board.

8. **MODIFICATION AGREEMENT:** This Agreement contains the entire understanding and agreement of the parties and no party shall rely upon any verbal statement or agreement not otherwise specifically set out herein. Furthermore, this Agreement may not be modified unless said modification or change is reduced to writing and signed by both parties.

9. **GOVERNING LAW:** This Agreement is made in the Commonwealth of Kentucky and shall be construed, interpreted, and governed by the laws of the Commonwealth of Kentucky.

10. **NOTICES:** Any notices required or permitted hereunder shall be sufficiently given if sent by regular mail, postage prepaid, with proper return address, and addressed or delivered as follows:

Perry Physical Therapy, PLLC
Attn: Amanda Perry
1445 Little River Church Road
Hopkinsville, Kentucky 42240

Todd County Board of Education
205 Airport Road
Elkton, Kentucky 42220

IN WITNESS WHEREOF, the Board of Education of Todd County, Kentucky and Perry Physical Therapy, PLLC, have executed this Agreement on the day and year first above written.

Perry Physical Therapy, PLLC

Todd County Board of Education

BY: Amanda Perry
Amanda Perry, Managing Member

BY: _____
Mark Thomas,
School Superintendent

COMMONWEALTH OF KENTUCKY
:SCT:
COUNTY OF _____

SUBSCRIBED AND SWORN TO before me by Amanda Perry, managing member of Perry Physical Therapy, PLLC, on this the _____ day of _____, 2023.

Notary Public, KY State at Large

(SEAL)

My Commission Expires: _____

COMMONWEALTH OF KENTUCKY
:SCT:
COUNTY OF _____

SUBSCRIBED AND SWORN TO before me by Mark Thomas, Todd County School Superintendent, on this the _____ day of _____, 2023.

Notary Public, KY State at Large

(SEAL)

My Commission Expires: _____

PREPARED BY:



J. MICHAEL FOSTER

Foster, Soyars & Associates, PLLC
209 East 14th Street, P.O. Box 24
Hopkinsville, Kentucky 42241-0024
(270) 886-1272-telephone
(270) 886-3910 - fax