

**INDEPENDENT CONTRACTOR'S AGREEMENT
TO PROVIDE school-based occupational therapy services**

THIS AGREEMENT is made and entered into on this ____ day of ____, 2024, by and between **Basham Therapy Solutions, LLC** and the ***Dawson Springs Independent School District***.

WHEREAS Basham Therapy Solutions is a legally licensed LLC in the state of Kentucky as a provider of school-based occupational therapy services. Services provided by legally licensed occupational therapists (OTR) and certified occupational therapy assistants (COTA) hereinafter to be referred as therapist/s by the Commonwealth of Kentucky and available to provide school-based occupational therapy services for the students in the ***Dawson Springs Independent School District*** on the terms and conditions specified in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT:** This agreement shall have an effective date and further commence on **March 25, 2025** and continue for the remainder of the 2024-2025 school year including summer. In addition, this contract shall automatically renew itself for additional terms of one (1) year each after the conclusion of the existing terms unless either party provides at least thirty (30) days advance written notice to the other of its intent not to renew the contract at the conclusion of the current existing term.
2. **SERVICES:**
 - a. Basham Therapy Solutions, LLC agrees to provide school-based occupational therapy services for school-aged children who are enrolled in the ***Dawson Springs Independent School District***.
 - b. Basham Therapy Solutions, LLC will perform assessments, evaluations, treatment, documentation, and other duties requested by the ***Dawson Springs Independent School District*** including scheduled and required attendance for ARC meetings or any other meetings which may be done either in person or via telecommunications.
 - c. Basham Therapy Solutions, LLC shall keep accurate and complete records including adequate filing system; work and records shall comply with all governmental record keeping and recording requirements.
 - i. In addition, therapist(s) will complete assigned medicaid documentation in accordance with accurate and legal billing for each treatment session and evaluations to the board's utilized billing system (EZEDMED).
3. **COMPENSATION:**
 - a. **FEE PER HOUR:** In consideration of the services to be performed by Basham Therapy Solutions, LLC, the ***Dawson Springs Independent School District*** shall compensate Basham Therapy Solutions, LLC for the school-based occupational therapy services at the rate of \$95.00 per hour for all indirect and direct work completed by registered occupational therapist/s and \$65 per hour for all indirect and direct work completed by Certified Occupational Therapy

Assistants (COTAs); to include but not limited to clinical, documenting, keeping of records, meetings, training, and travel time.

- b. **BILLING:** Basham Therapy Solutions, LLC shall submit an invoice to the **Dawson Springs Independent School District** effective as of the last Friday of each calendar month. The **Dawson Springs Independent School District** shall pay the said invoice no later than the 15th day of the following month.
- c. All invoices submitted by Basham Therapy Solutions, LLC to the **Dawson Springs Independent School District** shall state a summary of the hours worked and service rendered. 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 invoice at the rate of 15% per annum until such amount is paid in full. In the event that Basham Therapy Solutions, LLC is required to collect amounts past due or use an attorney or collection agency, the **Dawson Springs Independent School District** shall be responsible for the payment of all legal fees and cost of collections incurred by Basham Therapy Solutions, LLC.

4. INSURANCE:

- a. Basham Therapy Solutions, LLC shall provide general and professional liability insurance independent for each therapist/s; treating licensed professional, including malpractice insurance in the amount of not less than 1,000,000 for each occurrence.
- b. Current insurance policy as follows:
 - i. HPSO Policy Number: 0678490463 06/18/24-06/18/25
- c. All licensed treating therapists shall maintain automobile insurance that satisfies the laws of the Commonwealth of Kentucky.

5. COVENANTS AND RESPONSIBILITIES OF THE BOARD:

- a. Nothing herein shall be constructed as giving control, the right to control, the professional judgment, treatment or actions, of Basham Therapy Solutions, LLC or therapists. The interest and responsibility of the **Dawson Springs Independent School District** is to ensure that students are referred to and for school-based occupational therapy services by Basham Therapy Solutions, LLC and/or treating therapist/s and **Dawson Springs Independent School District** will further provide written consent for treatment from the student's parent or guardian.
- b. In performing the services under this Agreement, Basham Therapy Solutions, LLC and/or treating therapist/s 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 Board of Occupational Therapy. In addition, all professional services provided by **Dawson Springs Independent School District** by Basham Therapy Solutions, LLC shall comply with the policies, rules, and regulations of **Dawson Springs Independent School District** as may be presented to Basham Therapy Solutions, LLC in a written form.

- c. The ***Dawson Springs Independent School District*** shall not disclose information relating to business, financial affairs, or operations of Basham Therapy Solutions, LLC to persons other than governmental authorities without first obtaining the prior written consent of Basham Therapy Solutions, LLC, other than 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 ***Dawson Springs Independent School District***.
 - d. Basham Therapy Solutions, LLC will provide all but not limited to standardized assessments and evaluation material. While documentation forms and intervention tools and materials to allow for accurate and successful implementation of school-based occupational therapy services as stated in this agreement may be provided by ***Dawson Springs Independent School District***. Any requests for additional equipment or non-standard items shall be considered in accordance with the financial requirements of ***Dawson Springs Independent School District***.
 - e. ***Dawson Springs Independent School District*** shall make available all records and information relevant to the student for the purpose of the services being provided; initial and periodic evaluations, plans for interventions, progress reports, records of treatments rendered and other notes will be incorporated in the accessible student records.
6. **INDEMNIFICATION OF Basham Therapy Solutions, LLC:** The ***Dawson Springs Independent School District*** hereby indemnifies and holds harmless Basham Therapy Solutions, LLC or treating therapist/s from and against any claim, loss, damage, cost, expense or liability arising out of or related to the performance or non-performance by the ***Dawson Springs Independent School District*** or its employees or services provided by another independent contractor under a contract with ***Dawson Springs Independent School District***. If a dispute occurs then venue for the dispute is Dawson Springs, KY and the Laws of the Commonwealth of Kentucky shall govern.
7. **INDEMNIFICATION OF Dawson Springs Independent School District:** Basham Therapy Solutions, LLC agrees to indemnify and hold harmless ***Dawson Springs Independent School District***, members, employees, and agents from and against any claim, loss, damage, cost, expense, or liability arising out of the performance or administration of school-based occupational therapy services provided by Basham Therapy Solutions, LLC unless specific service or services are directed by ***Dawson Springs Independent School District***. If a dispute occurs then venue for the dispute is Dawson Springs, KY and the Laws of the Commonwealth of Kentucky shall govern.
8. **MODIFICATION AGREEMENT:** This agreement contains the entire understanding and agreement of the parties set out herein and no party shall rely upon any verbal statement or agreement not otherwise specifically set out herein. Furthermore, no modifications are to be made unless otherwise reduced to writing and agreement with signatures between both parties.

9. **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:

BashamTherapy Solutions,
LLC
Shelby Basham
2692 Jason Ridge Rd
Lewisburg, KY 42256

***Dawson Springs Independent School
District***
118 East Arcadia Avenue,
Dawson Springs, KY 42408

Signatures below represent agreement of both parties, Dawson Springs Independent School District and Shelby Basham, OTR/L.

Basham Therapy Solutions, LLC or Shelby
Basham, OTR/L

***Dawson Springs Independent School
District***
