

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

THIS AGREEMENT is made and entered into on this ____ day of ____, 2025, by and between **Basham Therapy Solutions, LLC** and the **TODD COUNTY BOARD OF EDUCATION**.

WHEREAS Basham Therapy Solutions is a legally licensed LLC in the state of Kentucky as a provider of 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 occupational therapy services for the students in the Todd County Public School System 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 August 8th, 2024 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 existing terms unless either party provides at least forty five (45) 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 occupational therapy services for school-aged children who are enrolled in the Todd County Public School System.
 - b. Basham Therapy Solutions, LLC will perform assessments, evaluations, treatment, documentation, and other duties requested by the Todd County Board of Education 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.
3. **COMPENSATION:**
 - a. **FEE PER HOUR:** In consideration of the services to be performed by Basham Therapy Solutions, LLC, the Todd County Board of Education shall compensate Basham Therapy Solutions, LLC for the occupational therapy services at the rate of \$70.00 per hour for all indirect and direct work completed by therapist/s; 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 Todd County Board of Education effective as of the last Friday of each calendar month. The Todd County Board of Education 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 Todd County Board of Education 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 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 Todd County Board of Education 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 06/18/2025-06/18/26
- 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 Todd County Board of Education is to ensure that students are referred to and for occupational therapy services by Basham Therapy Solutions, LLC and/or treating therapist/s and Todd County Board of Education 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 Todd County Board of Education by Basham Therapy Solutions, LLC shall comply with the policies, rules, and regulations of Todd County Board of Education as may be presented to Basham Therapy Solutions, LLC in a written form.
- c. The Todd County Board of Education 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 Todd County Board of Education.
- d. Todd County Board of Education will provide all but not limited to standardized assessments, evaluation material, documentation forms, and intervention tools

and materials to allow for accurate and successful implementation of occupational therapy services as stated in this agreement. Any requests for additional equipment or non-standard items shall be considered in accordance with the financial requirements of Todd County Board of Education.

- e. Todd County Board of Education 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 Todd County Board of Education 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 Todd County Board of Education or its employees or services provided by another independent contractor under a contract with Todd County Board of Education. If a dispute occurs then venue for the dispute is Todd County Kentucky and the Laws of the Commonwealth of Kentucky shall govern.
7. **INDEMNIFICATION OF TODD COUNTY BOARD OF EDUCATION:** Basham Therapy Solutions, LLC agrees to indemnify and hold harmless Todd County Board of Education, members, employees, and agents from and against any claim, loss, damage, cost, expense, or liability arising out of the performance or administration of occupational therapy services provided by Basham Therapy Solutions, LLC unless specific service or services are directed by Todd County Board of Education. If a dispute occurs then venue for the dispute is Todd County Kentucky 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

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

Signatures below represent agreement of both parties, Todd County Board of Education and Shelby Basham, OTR/L.

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

Todd County Board of Education
