

FEE AGREEMENT

Fuller Physical Therapy and Dawson Springs Elementary

This agreement was made effective October 29, 2025, by and between Dawson Springs Elementary School, and Fuller Physical Therapy PLLC.

1. **Description of Services.** Beginning on October 29, 2025, Fuller Physical Therapy PLLC will provide to Dawson Springs Elementary School the following services: Physical Therapy Assistant hourly rate, Physical Therapist hourly rate, evaluation, re-assessment and treatment per each qualifying student's IEP, confer with parents/teachers, keep an accurate and up to date medical record of services provided, strictly adhere to HIPPA, FERPA and state physical therapy license laws. Students will be seen off campus in the Fuller Physical Therapy office located at 2072 US Hwy 62, Princeton, KY 42445.
2. **Payment for Services.** In exchange for services, Dawson Springs Elementary will pay Fuller Physical Therapy PLLC according to the following schedule: Fuller Physical Therapy will charge \$75.00 per visit.
3. **Term.** This Agreement will remain in effect for the remainder of the 2025-2026 school year.
4. **Confidentiality.** Fuller Physical Therapy PLLC, and its employees, agents or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Fuller Physical Therapy PLLC, or divulge, disclose, or communicate in any manner, any information that is proprietary to Dawson Springs Elementary School. Fuller Physical Therapy PLLC and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.
5. **Insurance.** Fuller Physical Therapy PLLC and any of its employees providing services to the Dawson Springs Elementary shall maintain liability and malpractice insurance having a minimum limit of \$1,000,000. This insurance shall be maintained during the entire contract period.
6. **Warranty.** Fuller Physical Therapy PLLC shall provide its services and meet its obligations under this agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Fuller Physical Therapy PLLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Fuller Physical Therapy PLLC on similar projects.
7. **Remedies.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment

when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this agreement.

8. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes and prior written or oral agreements between the parties.
9. **Severability.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
10. **Amendment.** This agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
11. **Governing Law.** This agreement shall be construed in accordance with the laws of the State of Kentucky.
12. **Notice.** Any notice or communication required or permitted under this agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
13. **Assignment.** Neither party may assign or transfer this agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
14. **Signatories.** This agreement shall be signed on behalf of Dawson Springs Elementary School, and on behalf of Fuller Physical Therapy PLLC, David C Fuller, Manager and effective as of the date first written above.

Service Recipient: Dawson Springs Elementary School

By: _____ Date: _____

Service Provider: Fuller Physical Therapy PLLC

By: _____ Date: _____