

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

THIS INDEPENDENT CONTRACTOR'S AGREEMENT is made this _____ day of _____, 2011, by and between Kelly L. Maurer, PT/Owner of Next Step Therapy Services, LLC ("NSTS") and Board of Education for McCracken County Kentucky ("Board").

WHEREAS, Kelly L. Maurer, PT of NSTS desires to be readily available to perform physical therapy services for students in the McCracken County Public School system on the terms and conditions specified in this Agreement; and

WHEREAS, Kelly L. Maurer, PT of NSTS is qualified to perform the services contemplated by this Agreement.

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

1. **Term of Agreement.** This agreement will become effective on August ____, 2011, and supersedes the previous contract dated August 2010. This contract will continue in effect until terminated as provided herein.
2. **Services to be performed by Kelly L. Maurer, PT of NSTS.**
 - 2.1 **Specific Services.** Kelly L. Maurer, PT of NSTS agrees to provide physical therapy services for school-aged children.
 - 2.2 **Method of Performing Services.** Kelly L. Maurer, PT of NSTS will provide physical therapist to perform assessments, evaluations, treatment, documentation, supervision of PTA's, other duties requested by school administration or the Board, and attend ARC meetings as necessary.

Kelly L. Maurer, PT of NSTS may provide physical therapist assistant (PTA) to provide treatment, documentation, other duties requested by school administration or the Board, and to attend meetings as necessary.

Kelly L. Maurer, PT of NSTS will provide treatment supervision and oversight of PTA treatments not less than once every 90 days.
 - 2.3 **Contractors Records.** Kelly L. Maurer, PT of NSTS 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 Service.** In consideration of the services to be performed, Kelly L. Maurer, PT of NSTS agrees to charge the following fees for services provided

3.1.1 PT Individual Assessment/Evaluations	\$100/assessment
3.1.2 PT Supervisory Visits	\$75/hour
3.1.3 PT ARC meetings	\$75/hour
3.1.4 PT Review and Approvals of PTA work and PTA coordination and oversight	\$75/hour
3.1.5 PT Treatment Time and documentation	\$75/hour
3.1.6 PT Misc. duties requested by School Admin or the Board.	\$75/hour
3.1.7 NSTS contracted PTA ARC meetings	\$55/hour
3.1.8 NSTS contracted PTA treatment time and documentation	\$55/hour
3.1.9 PTA Misc. duties requested by School Admin or the Board.	\$55/hour

3.2 **Billing.** Pursuant to Kelly L. Maurer, PT and NSTS policies and procedures, each month Kelly L. Maurer, PT of NSTS will submit to the Board a statement of visits made to a student or students and the services provided. The Board agrees to pay the sum set forth in Section 3.1 to Next Step Therapy Services, LLC as determined by the Board's policy and procedures.

3.3 **Method of logging time.** Kelly L. Maurer, PT of NSTS will log time worked by the physical therapist in increments as follows:

1-15 minutes	\$18.75
15-30 minutes	\$37.50
31-45 minutes	\$56.25
46-60 minutes	\$75.00

Time worked by the NSTS contracted physical therapist assistant will be logged in increments as follows:

1-15 minutes	\$13.75
15-30 minutes	\$27.50
31-45 minutes	\$41.25
46-60 minutes	\$55.00

4. **Insurance.**

4.1 Kelly L. Maurer, PT of NSTS 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 Kelly L. Maurer, PT of NSTS 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 over, or the right to control, the professional judgment, treatment, or actions of Kelly L. Maurer, PT of NSTS performing services. The interest and responsibility of the Board is to ensure that students are referred to Kelly L. Maurer, PT of NSTS and that services rendered by Kelly L. Maurer, PT of NSTS hereunder are performed in a competent and satisfactory manner. Kelly L. Maurer, PT of NSTS is not and shall not be an employee, agent, or servant of the Board; instead, Kelly L. Maurer, PT of NSTS is an independent contractor who has agreed to make herself available to provide services to students referred to Kelly L. Maurer, PT of NSTS by the Board.

5.2 In performing services under this Agreement, Kelly L. Maurer, PT of NSTS covenants and agrees that she (i) should use diligent efforts and professional skills and judgment, (ii) surrender care to students in accordance with and in a manner consistent with customary and recognized standards of the profession in which she works; and (iii) shall comply with the policies, rules, and regulations of the Board.

5.3 The Board shall not disclose information relating to the business, affairs, or operations of Kelly L. Maurer, PT of NSTS to persons other than governmental authorities without obtaining prior written consent of Kelly L. Maurer, PT of NSTS, other than as 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 Kelly L. Maurer, PT of NSTS.** The Board hereby indemnifies and holds harmless Kelly L. Maurer, PT of NSTS and its directors, 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 Board employees or services to be performed by a Contractor under this Agreement.

7. **Term.** The term of this Agreement shall be for twelve months from the date hereof, and this Agreement shall be self renewing for additional one (1) year term unless Kelly L. Maurer, PT of NSTS or the Board terminates this Agreement by giving the other party at least sixty (60) days prior to the last day of any one (1) year term.
8. **Modification of Agreement.** This Agreement contains the entire understanding and shall be modified only by instrument in writing signed on behalf of each party hereto.
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 registered or certified mail, postage prepaid, personally delivered, addressed or delivered as follows:

Kelly L. Maurer, PT , Next Step Therapy Services, LLC, 40 Hilanoa Drive,
Metropolis, IL 62960

Board of Education for McCracken County, 435 Berger Road, Paducah, KY
42003

IN WITNESS WHEREOF, The Board of Education for McCracken County, Kentucky and Kelly L. Maurer, PT of Next Step Therapy Services, LLC have executed this Agreement on the day and year first above written.

Kelly L. Maurer, PT/Owner of NSTS

McCracken Co. Board

By: _____

By: _____

Title: _____

Title: _____