

## Independent Contractor Agreement

This Independent Contract Agreement herein referred to as (the Agreement) is hereby entered into by and between Laurens County School District 55 (further referred to as the District) and [REDACTED] (further referred to as the Contractor). In this Agreement, the party who is contracting to receive services shall be referred to as the District and the party who will be providing the services shall be referred to as Contractor. This contract is entered into as of the 18th day of October, 2022 by and between [REDACTED] and Laurens School District 55, whose address is 301 Hilcrest Dr, Laurens, SC 29360.

### Article I Employment and Duties

1.1 Description of Services. In this agreement [REDACTED] agrees to serve as an independent contractor to provide school based speech therapy services for qualified students of the District for a period of one calendar school year, which shall begin on October 18th, 2022 and end on May 31st, 2022. School based therapy services will be provided at Laurens Elementary located in Laurens County School District 55.

1.2 Contractor will perform all services under this Agreement in a professional and competent manner.

- Assist with tallying client/patients' responses, prepare therapy materials, schedule activities, prepare charts and assist with other clerical tasks as directed by the supervising SLP.
- Assist the supervising SLP in-service training.
- Sign treatment notes which must be reviewed and co-signed by the supervising SLP.
- Discuss with the client, his guardian or family members specifically observed behaviors that have occurred during treatment when such behaviors are supported by documented objective data.
- Upon assignment of the supervising SLP, present information designated in writing by the supervising SLP regarding clients/patients at staffing or conferences.

1.3 Contractor understands and agrees that adequate and correct fiscal and clinical records shall be kept to disclose the extent of services rendered and to ensure that claims for payment are in accordance with all applicable laws, regulations and policies.

### Article II: Schedule of Services

2.1 Contractor will provide services under this Agreement at Laurens Elementary from October 2022 until May 2022, 8:00 a.m -2:30 p.m weekly. Days to include: Tuesdays and Wednesdays.

### Article III: Compensation

3.1 As compensation for all services provided under this Agreement, the District shall pay Contractor the following fees: 55.00 per hour, or fraction thereof for all time spent by Contractor to provide speech/language therapy services, attend meetings and conduct other therapy related business services as may be required under this Contract.

3.2 Speech/language therapy services shall include but not be limited to, all times spent reviewing charts, setting up treatment and evaluations, providing direct therapy intervention, performing screens, daily notes, progress notes, assisting SLP with evaluations, all whether performed on or off school premises.

3.3 Contractor will submit the District with an invoice weekly for services provided. Payment for services is expected no later than 5 days after the date of the invoice for payments to be received the 1st and 15th of each month.

3.4 The District further agrees that its responsibility to pay for services provided under this Agreement is separate and distinct from its ability to collect payment for such therapy services from the student, Medicaid or any other insurance program or responsible party.

#### Article III: Indemnity and Insurance

3.1 The District and Contractor each agree to indemnify and hold harmless the other from and against any and all manner of claims, demands and causes of action arising from or incident to the negligent or willful act or omission of each responsible party.

3.2 Contractor shall maintain a liability insurance policy in the amount of no less than \$1,000,000/3,000,000.

#### Article IV: Miscellaneous

4.1 Confidentiality. The Contractor may have access to proprietary, private and or otherwise confidential information of the District. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the District, including without limitation, patient records, patient financials, patient personal information, insurance/Medicaid information, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the District, customer lists or pricing information of the District. Contractor will not at any time or in any manner, either directly or indirectly, use for their personal benefit.

4.2 Relationship of Parties. It is understood by the parties that the Contractor is an independent contractor with respect to the District, and not an employee of the District. The District will not provide fringe benefits, including health insurance benefits, paid vacation, retirement, or any other benefit type, for the benefit of the Contractor.

4.3 Term/Termination. This Agreement can be terminated by either party with at least 30 days written notice. However, the District reserves the right to terminate agreement immediately if the Contractor commits any unethical, illegal, unprofessional act that jeopardizes the professional and personal integrity/operations of the District.