

**INDEPENDENT CONTRACTOR AGREEMENT AND SERVICES AGREEMENT
BETWEEN NEO ORTHOPEDICS AND REHABILITATION, LLC. AND
WELCH PUBLIC SCHOOLS**

This Independent Contractor Agreement and Services Agreement (the “agreement”) is made and entered into this ____ day of _____, 2021, by and between NEO Orthopedics and Rehabilitation, LLC. (“Vendor”) and Welch Public Schools, a public school system (“School”).

RECITALS:

- A. WHEREAS, in furtherance of its charitable, scientific and educational purposes, NEO Orthopedics and Rehabilitation LLC. maintains a Therapy Department (“Department”) and related facilities in the City of Miami, State of Oklahoma; and
- B. WHEREAS, School operates a public school system in the City of Welch, State of Oklahoma, providing public school education and related Services to students within its System; and
- C. WHEREAS, Vendor and School recognize the need of occupational and physical therapy services (“Services”) for some of School’s students; and
- D. WHEREAS, Vendor through its qualified and trained employees with in the Therapy Department, provides occupational and physical therapy treatment Services to patients through outpatient Services; and
- E. WHEREAS, the parties desire to enter into an agreement whereby School will retain Vendor on an independent contractor basis to provide occupational and physical therapy treatment Services to students of School in need of such Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 Agreement. “Agreement” shall mean this Independent Contractor Agreement and Services Agreement between Vendor and School.
- 1.2 Vendor. “Vendor” shall mean NEO Orthopedics and Rehabilitation LLC., through its qualified Therapy Department staff members.
- 1.3 Therapy Treatment Services. “Occupational and/or physical therapy treatment services,” “therapy Treatment Services.” Or “Services” shall mean individualized occupational and physical therapy treatment provided by Vendor to students of School who have been identified as needing occupational, speech, and physical therapy treatment services.

ARTICLE II

OBLIGATIONS OF VENDOR

- 2.1 Engagement of Vendor. School engages Vendor as an independent contractor, and not as an employee, to perform the services set forth below.
- 2.2 Services. During the term of this Agreement and only if Vendor has staff available, Vendor agrees to provide to school, on a reasonable, as-needed basis, Therapy Treatment Services to School students.
- 2.3 Personnel. Vendor agrees that in the performance of the Services, it shall engage only trained and qualified personnel. Vendor shall be responsible for assuring the availability of qualified personnel necessary to provide the Services required by this Agreement in an efficient manner
- 2.4 Standards. Vendor shall provide the Services required hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Vendor.
- 2.5 Insurance. Vendor agrees to maintain, at its own expense, workers’ compensation and/or certificate of non-coverage, general liability insurance, professional liability insurance during the term of this Agreement, which coverage shall be effective to cover all Services rendered by Vendor.
- 2.6 Responsibility for Therapy Evaluation and Treatment. Vendor will be responsible for its occupational, speech, and physical therapy treatment relationship with School’s students including, but not limited to, initial patient evaluation, quarterly evaluations, treatments per IEP, and all documents and records related to these Services.

2.7 Billing. Vendor is responsible for billing School for Occupational and Physical therapy treatment services, maintenance of patient records and documenting therapy treatment Services.

2.8 Federal Health Care Programs. School acknowledges that (i) it is not now and has never been excluded from any federal health care program, including Medicare, Medicaid, TRICARE, CHAMPUS, maternal and child health block grants, social service grants and other state funded health care programs (the “Programs”); (ii) it is not owned or controlled by individuals who have been convicted, sanctioned and/or excluded from a Program; (iii) to the best of its knowledge, none of its employees, independent contractors, or agents have been convicted of a criminal offense which would trigger exclusion from a Program; and (iv) to the best of its knowledge, none of its employees, independent contractors, or agents is/are convicted or excluded by a Program. This Agreement is subject to immediate termination by Vendor upon written notice should School, its owner, controlling individuals or any employee, independent contractor or agent be convicted, sanctioned or excluded by any Program during the term of this Agreement.

ARTICLE III

OBLIGATIONS OF SCHOOL

3.1 Therapy Room and Equipment. School agrees to provide a room and necessary equipment to enable Vendor to provide Therapy Treatment Services for and on behalf of School’s students.

3.2 School Supervisor. School will be responsible for providing a School Supervisor to be with each resident when Vendor staff members are providing Therapy Treatment Services to School’s students if deemed appropriate by the School.

3.3 Scheduling of Services. School will be responsible for scheduling Occupational and Physical Therapy Treatment Services provided by Vendor.

ARTICLE IV

COMPENSATION AND BILLING

4.1 Compensation. School agrees to pay Vendor the sum of sixty-five and no/100 dollars (\$65.00) per hour of time for Therapy Treatment Services including but not limited to:

1. Direct Therapy
2. Meeting with teachers/parents/administration

3. Writing IEP
4. IEP meeting with family or staff
5. Training Para professionals
6. Planning with teachers
7. Documentation – therapy documentation, educational IEP documentation
8. Evaluations
9. Screenings
10. Consultations
11. Scheduling

The Vendor will be paid a mileage rate of \$0.56 per mile when traveling to your facility.

4.2 Payment. Vendor will invoice School once per month and School agrees to pay the Vendor within thirty (30) days after receipt.

ARTICLE V

RELATIONSHIP OF THE PARTIES

5.1 Independent Contractor Relationship. It is mutually understood and agreed that Vendor and School are at all times acting and performing as independent contractors.

5.1.1 Vendor shall be solely responsible for the payment of unemployment compensation, workers' compensation and any income, occupational, F.I.C.A. or other taxes, assessments, interest or penalty of any kind whatsoever assessed by any governmental agency or entity which may pertain to any monies earned, collected, paid or charged by or to Vendor (or any of its employees or agents) pursuant to this Agreement, and Vendor shall defend, indemnify and hold School harmless with respect thereto. In addition, neither Vendor nor its employees and/or agents shall make claim under this Agreement or otherwise against School for any employee benefits of any kind.

5.1.2 School shall be solely responsible for the payment of unemployment compensation, workers' compensation and any income, occupational, F.I.C.A. or other taxes assessments, interest or penalty of any kind whatsoever assessed by any government agency or entity which may pertain to any monies earned, collected, paid or charged by or to Vendor (or any of its employees or agents) pursuant to this Agreement, and School shall defend, indemnify and hold Vendor harmless with respect thereto. In addition, neither School nor its employees and/or shall make any claim under this Agreement or otherwise against Vendor for any employee benefits of any kind.

ARTICLE VI

TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on July 1, 2021, and shall remain in effect through July 31, 2022 subject to the termination provisions set forth below. Unless either party gives written notice of nonrenewal to the other party at least thirty (30) days prior to the end of this renewal term, this Agreement are referred to herein as Term of this Agreement.

6.2 Termination Without Cause. This Agreement may be terminated by either party, without cause, by providing the other party at least thirty (30) days prior written notice that such party wishes to terminate this agreement.

ARTICLE VII

MISCELLANEOUS

7.1 Medical Records. All medical records created or generated by as a result of the Services to be provided pursuant to this Agreement shall belong to Vendor. Vendor shall maintain the confidentiality of the medical records of School's students so as to comply with all state and federal laws and regulations regarding the confidentiality of patient records. The release of any information reflected in such records shall require the consent of the patient, unless otherwise permitted or required under applicable law.

7.2 Confidentiality and Disclosure of Patient Information. Vendor and School mutually agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") to insure that all parties to this Agreement are in compliance with the final Privacy Rule promulgated by the U.S. Department of Health and Human Services. School and Vendor each acknowledge a duty to maintain the confidentiality of the terms of this Agreement, except where disclosure is required by law or mutually agreed in writing by the parties. Neither party will issue a press release or other statement for public dissemination (whether through written, oral, electronic, or other medium) or respond to media inquiries regarding the relationship between the parties, except where such disclosure is required by law or mutually agreed in writing by the parties.

7.3 Indemnification. School agrees to indemnify, defend and hold harmless Vendor for any acts of School that creates vicarious liability for Vendor. Vendor agrees to indemnify, defend and hold harmless School from any acts of Vendor that creates vicarious liability for School.

7.4 Assignment and Subcontracting. The services to be performed by Vendor hereunder are personal in character and neither this Agreement nor any of Vendor's duties or obligations may be assigned, delegated, or subcontracted without the prior written consent of the School.

7.5 Complete Agreement. This Agreement, together with the Schedules hereto, constitutes the complete understanding of the parties with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein will be valid or binding. No amendment to this Agreement or any of its Schedules or Exhibits will be effective unless in writing and signed by both parties.

7.6 Amendments. Except, as otherwise provided in this Agreement, no amendment to this Agreement shall be valid unless it is in writing and signed by both parties.

7.7 Governing Law. The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof will be governed in accordance with the laws of the State of Oklahoma and any action as to this Agreement shall be brought in Tulsa, Oklahoma.

7.8 Notice. Notices provided under the terms of this Agreement will be in writing and will be deemed to have been properly given to a party as of the date of deposit with the United States Postal Service via certified or registered mail, postage prepaid, return receipt requested, and addressed to the party as follows:

If to School: Welch Public Schools
707 S. Curtis
Welch, OK 74331
Attn: _____, Superintendent

If to Vendor: NEO Orthopedics & Rehabilitation, LLC.
2225 N. Main St.
Miami, OK 74354
Attn: Jason Fuser, PT Jamie Baker, PT

7.9 Binding Effect. This Agreement will be binding on the successors and assigns of the respective parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties this ____ day of _____ 2021.

NEO Orthopedics & Rehabilitation, LLC.
Jason Fuser, Owners or Jamie Baker, PT
(Vendor)

Welch Public Schools
_____, Superintendent
(School)

By: _____

By: _____