

**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PHYSICAL THERAPY SERVICES**

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter this “**Agreement**”), dated \_\_\_\_\_, 2023, by and between Gibson County School Corporation, of Gibson County, Indiana, (hereinafter “**Company**”), and Wiggle Strong, LLC, of Daviess County, Indiana, (hereinafter “**Contractor**”).

**RECITALS**

**WHEREAS**, Company desires to engage a licensed contractor to perform physical therapy services on an interim and independent contractor basis as further described in this Agreement below;

**WHEREAS**, Company is willing to engage Contractor to provide the services as described below, but only to the extent Contractor is willing to comply fully with the terms and conditions set forth in this Agreement.

**THHEREFORE**, in consideration of Company’s engagement of Contractor, and the promises and covenants stated in this Agreement, Company and Contractor agree as follows:

1. **Services**. Contractor agrees to provide the following services to Company on an interim and independent contractor basis (hereinafter the “**Services**”):
  - (a) Service 1 (i.e Physical Therapy Assessment/Evaluation);
  - (b) Service 2 (i.e. Physical Therapy IEP Meeting);
  - (c) Service 3 (i.e. Physical Therapy/Physical Therapy Assistant Treatment Time and Documentation);
  - (d) Service 4 (i.e. Physical Therapy/Physical Therapy Assistant Misc. Duties Per Contractor);
2. **Duties of Company**. Company shall provide Contractor with the following:
  - (a) Any and all necessary resources that is reasonable and practicable for Contractor to adequately complete the Services. This includes anything necessary to support the Individualized Education Program (hereinafter the “**IEP**”);
  - (b) Written request at least five (5) business days prior to the scheduled service for additional services or modifications to the IEP via fax or

certified mail. Contained therein, Contractor shall provide the full name of the student, date of birth, diagnosis, and rationale for additional services with all relevant or material information;

- (c) Obtain any required consent from the parents of the student who is receiving the Services prior to the written request for additional services or modifications to the IEP being submitted to Contractor;
- (d) Immediate notice of absence or inability by student to receive the Services via text or telephone call to Contractor at (812) 698-0085.

3. **Term and Termination**. Unless earlier terminated pursuant to this section, Company and Contractor shall perform under and continue to be bound by this Agreement from the Effective Date for a period of one (1) year (hereinafter the “**Initial Term**”). Either Company or Contractor may terminate this Agreement at any time and for any reason upon thirty (30) days advance written notice to the other party. The sections hereof titled “*Indemnification*” and “*Damages for Breach*” shall continue according to each sections’ terms, notwithstanding the termination or expiration of this Agreement.

4. **Automatic Renewal**. Following the Initial Term, this Agreement shall automatically renew for successive one hundred eighty (180) day periods unless either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the conclusion of the Initial Term or any successive one hundred eighty (180) day renewal period. The term of this Agreement as it may be terminated or renewed pursuant to this paragraph is hereinafter referred to as the “**Term**”.

5. **Compensation**. In exchange for the Services, Company shall pay Contractor for the Services as follows:

- (a) Service 1 (i.e. Physical Therapy Assessment/Evaluation) Company shall pay Contractor EIGHTY AND 00/100 DOLLARS (\$80.00) per assessment/evaluation;
- (b) Service 2 (i.e. Physical Therapy IEP Meeting) Company shall pay Contractor EIGHTY AND 00/100 DOLLARS (\$80.00) per hour;
- (c) Service 3 (i.e. Physical Therapy/Physical Therapy Assistant Treatment Time and Documentation) Company shall pay Contractor EIGHTY AND 00/100 DOLLARS (\$80.00) per hour;
- (d) Service 4 (i.e. Physical Therapy/Physical Therapy Assistant Misc. Duties Per Contractor including travel time) Company shall pay Contractor EIGHTY AND 00/100 DOLLARS (\$80.00) per hour;

Contractor shall maintain a log of time for herself and any assistance she may hire in increments of fifteen (15) minutes using the 8 minute rule for purposes of billing. Company shall pay Contractor a mileage fee for actual auto mileage for miles driven to provide the Services required under this Agreement. The mileage fee for actual miles driven by Contractor to provide services under this Agreement shall be at the current IRS rate.

6. **Malpractice Insurance.** Contract has obtained or shall obtain and continue in effect general and professional liability insurance, including, but not limited to, malpractice insurance, in the amount of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) to cover occurrences by Contractor or any of Contractor's agents or employees.

7. **Automobile Liability Insurance.** Contractor has obtained or shall obtain and continue in effect automobile liability insurance that satisfies the laws of the State of Indiana for Contractor or any of Contractor's agents or employees.

8. **Independent Contractor Relationship.** Contractor and Company expressly agree that Contractor shall provide Services as an independent contractor and not as an employee of Company. Neither party shall have the authority to bind the other party to any contract or obligation. Contractor is not entitled to unemployment insurance or workers compensation insurance. Contractor shall timely remit to appropriate authorities all federal, state, and local taxes and charges due as a result of Company's payment of the Contractor's invoices. Contractor shall not hold herself out or otherwise represent herself to any third party as anything other than an independent contractor. Contractor shall only devote such portion of Contractor's time to provide Services to Company as is necessary to complete the same. Contractor is not prohibited from acting in any other capacity for any other person, entity, or business provided that such work does not conflict with the Contractor's Services or require or lead to the inevitable disclosure of Company's confidential information. Contractor covenants she may perform Services without violating any obligation owed to others, and that she is not bound by any other agreement or relationship that will conflict with her obligations owed to Company as an independent contractor to Company.

9. **Contractor's Best Efforts.** Contractor shall devote adequate time to the business of Company and the completion of her Services. Contractor shall faithfully, with diligence, and to the best of her knowledge, skills, and abilities perform all duties related to her Services to the satisfaction of Company.

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and shall be delivered personally by telecopier or by courier

providing for next day delivery or sent by registered or certified mail return receipt requested to the following addresses:

To Company:

Gibson County School Corporation  
3499 800 S,  
Fort Branch, IN 47648

To Contractor:

Wiggle Strong, LLC  
1606 Memorial Ave  
Washington, IN 47501

11. **Indemnification.** Company shall indemnify and hold Contractor harmless against any and all claims, demands, damages, liabilities, and reasonable costs incurred by Contractor which directly or indirectly result from, or arise in connection with, any negligent act or omission of Company or its agents, directors, officers, employees, or agents pertaining to its activities and obligations under this Agreement.

12. **Damages For Breach.** In the event of a breach of this Agreement by Company resulting in damages to Contractor, Contractor shall recover from Company any and all damages that were or may be sustained by Contractor, along with expenses associated with the enforcement of this Agreement, including, but not limited to, reasonable attorney fees.

13. **Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings in connection therewith. This Agreement may be amended or modified only by a written instrument executed by both parties hereto.

14. **Construction.** This Agreement shall be deemed to have been drafted jointly by the parties. In the event of an ambiguity in this Agreement, the same shall not be construed against either party.

15. **Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated. To the extent required to enforce any provision of this Agreement, such provision may be reformed in order to preserve its validity if it would otherwise be held unenforceable.

16. **Governing Law, Jurisdiction, and Venue.** The parties agree that this Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Indiana (not including the choice of law rules thereof). Each party agrees that any action brought by any party arising out of or in any way connected with or related to this Agreement shall be brought and maintained exclusively within Daviess County, Indiana, and each party hereby waives all questions and defenses premised upon personal jurisdiction or venue for purposes of carrying out this provision.

17. **Modification and Waiver.** No change or modification made to a term or terms contained in this Agreement shall be a binding change or modification unless such change or modification is in writing and signed by Contractor's President and CEO. No course of dealing between Contractor and Company nor waiver by Contractor of any breach of this Agreement shall constitute a waiver of any subsequent breach by Company.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall have the same force and effect as the other, as one and the same instrument. It is the express intent of the parties hereto to be bound by the exchange of signatures on this Agreement by facsimile or electronic mail by the portable document format (PDF).

IN WITNESS WHEREOF, Company and Contractor have each executed this Agreement the date first above written.

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed: Lindsey Lengacher  
Title: Owner