

# OCCUPATIONAL THERAPY SERVICES AGREEMENT

School Year 2025-2026

This Occupational Therapy Services Agreement (the “Agreement”) dated as of the 10th day of June, 2025, is between Independent School District No. 16 of Payne County, Oklahoma (“Stillwater Schools”) with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and. (“CONSULTANT”), with a notice address of ARH Therapy Inc., 22655 Sams Dr., Edmond, OK 73025.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and CONSULTANT agree as follows:

- 1. Occupational Therapy Services.** CONSULTANT agrees to make available to Stillwater Schools the services of a certified occupational therapist (OTR) for up to 1280 hours during the term of this Agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for OTR to deliver services will be mutually determined by CONSULTANT and Stillwater Schools.
- 2. OTR Duties.** The OTR shall provide such occupational therapy services as indicated by the Stillwater Schools’ student’s Individualized Education Program or 504 Accommodation Plan as established by the OTR (the “OTR Services”). The OTR Services shall include, without limitation, establishing a plan of care, recording student’s progress, preparing materials and assembling equipment used during treatment, participation in student-focused meetings and program-focused meetings, and completing paperwork as determined by Stillwater Public Schools. All equipment and materials to be used in treatment together with documentation forms will be provided by Stillwater Schools.
- 3. Certification and Licensure.** CONSULTANT represents and warrants that the OTR Services will be provided only by a certified occupational therapist licensed by the State of Oklahoma. CONSULTANT further warrants that it has conducted sex offender background checks on the OTR and determined that neither has a criminal history.
- 4. Supervision.** CONSULTANT acknowledges that any COTA contracted or employed by Stillwater Public Schools will be supervised by the OTR, who will be responsible for evaluating the performance of the COTA. Any change in the designated supervisor for the OTR or COTA will be communicated to Stillwater Schools in writing. The OTR will report directly to and be overseen by the Office of Special Services.
- 5. Confidentiality.** CONSULTANT agrees that the OTR shall adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.

- 6. Insurance.** CONSULTANT represents and warrants that the OTR is insured under the CONSULTANT's professional liability policy in a minimum amount of \$2,000,000.00 per incident/occurrence and \$4,000,000.00 aggregate, and that such insurance covers the OTR when providing the OTR Services and under this agreement. CONSULTANT agrees to maintain the foregoing insurance policy at all times while this Agreement is in effect and agrees to notify Stillwater Schools immediately should the foregoing policy be canceled. CONSULTANT will provide Stillwater Schools with copies of the foregoing insurance policy.
- 7. Billing.** CONSULTANT agrees to submit itemized bill for services provided for the prior month by the 3<sup>rd</sup> day of current month. Stillwater Schools agrees to pay the sum of the monthly bill per the rate set forth in Section 8 to CONSULTANT by the 28<sup>th</sup> day of the current month. Each invoice shall contain a detailed statement of the OTR Services and performed including dates and times. All travel within district and to locations outside of district boundaries in order to provide agreed upon services, as requested by Stillwater Public Schools. Commute/travel to and from district is not an included service and Stillwater Public Schools will not be responsible for expenses incurred by therapist's commute.
- 8. Compensation.** Stillwater Schools agrees to pay CONSULTANT the sum of \$85.00 per hour for the OTR Services.
- 9. Term and Termination.** This Agreement is effective as of July 1, 2025, and shall continue in effect through June 30, 2026, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.
- 10. Independent Contractor Status.** Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.
- 11. Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.
- 12. Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other

addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.

**13. Miscellaneous.** This agreement embodies the entire agreement and understanding between Stillwater Schools and CONSULTANT relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 16  
OF PAYNE COUNTY, OKLAHOMA

By: \_\_\_\_\_  
President, Board of Education

ARH Therapy, Inc.

By: Andrea Hutchings 4/26/2025  
Andrea R. Hutchings, OTR/L