

# INDEPENDENT CONTRACTOR'S AGREEMENT TO PROVIDE PHYSICAL THERAPY SERVICES

**School Year 2025-2026**

This Agreement is entered into by and between Independent School District No. 16 of Payne County, Oklahoma, d/b/a Stillwater Public Schools ("District"), and Angela Brand, P.T., d/b/a Thera-Brand Physical Therapy, LLC ("Contractor"), with a notice address of 24051 County Road 80, Perry, OK 73077.

WHEREAS, Contractor desires to perform physical therapy services for students in the District on the terms and conditions specified in this Agreement; and

WHEREAS, Contractor 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 July 1, 2025. This contract will continue in effect until June 30, 2026. Should both parties wish to renew this agreement, a new agreement must be approved by both parties for an additional term.

2. **Services to be performed by Angela Brand, PT.** Contractor agrees to make available to the District the services of a certified physical therapist (PT) and/or the services of a certified physical therapist assistant (PT-A) for up to 1500 hours during the term of the agreement, and such additional time as the parties agree for the compensation set forth herein. The specific starting date for the PT to deliver services will be mutually determined by the Contractor and District.

2.1 **Specific Services.** Contractor agrees to provide physical therapy services for school-aged children.

2.2 **Method of Performing Services.** Contractor will provide a certified physical therapist to perform assessments, evaluations, treatment, documentation, other duties requested by authorized school administration, and attend meetings as necessary. Contractor will provide a certified physical therapist assistant to perform treatment and documentation under the supervision of the Contractor.

2.3 **Medical Records.** Contractor acknowledges and agrees that all patient/student files and medical or education records created, compiled, supplemented or modified by Contractor during the effective period of this Agreement with respect to students of the District (i.e. students to whom Employee has rendered services pursuant to this Agreement) are and will remain the sole property of the District. Patient files, lists, any records of names and addresses, computer files or copies of such items are the property of the District.

### 3. Compensation.

3.1 **Fee per Service.** In consideration of the services to be performed, Contractor agrees to the following fees for services provided:

The rate of \$70.00 per hour, billed in quarter-hour increments, for all services provided.

- 3.2 **Billing.** Contractor agrees to submit an itemized bill for services provided for the prior month by the 3<sup>rd</sup> day of the current month. The District agrees to pay the sum of the monthly bill per the rate set forth in Section 3.1 to Contractor by the 28<sup>th</sup> day of the current month.
- 3.3 **Method of logging time.** Contractor will log time worked via a timesheet, timeclock, or other system designated by the District and submit the documentation concerning time expended and services rendered with the itemized bill submitted each month.

#### **4. Insurance and Licenses.**

- 4.1 **Liability Insurance.** Contractor 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, at her own expense, and will provide written proof of such coverage upon request.
- 4.2 **CPR Certification.** Contractor shall, at own expense, maintain during the course of this agreement, current CPR certification for self while engaged in performing services at the school. A copy of current CPR certification will be provided upon request.
- 4.3 **License.** Contractor shall, at her own expense, maintain current Oklahoma Physical Therapy Licensure during the course of this agreement. A copy of current Oklahoma license will be provided to the District upon request. If at any time during the period of this Agreement, Contractor's licensure lapses or is removed, Contractor must provide immediate notice to the District and shall not provide or charge for further services if her license is impaired in any way.

#### **5. Covenants and Responsibilities of The District.**

- 5.1 Nothing herein shall be construed as giving control over, or the right to control, the professional judgment, treatment, or actions of Contractor performing services. The interest and responsibility of the District is to ensure that students are referred to Contractor for physical therapy services and that services rendered by Contractor hereunder are performed in a competent and satisfactory manner. Contractor is not and shall not be an employee, agent, or servant of the District; instead, Contractor is an independent contractor who has agreed to make herself available to provide services to students referred to Contractor by the District.
- 5.2 In performing services under this Agreement, Contractor covenants and agrees that she (i) must use diligent efforts and professional skills and judgment, (ii) render 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. Nothing in this Agreement shall be construed to constitute the Contractor as an agent or employee of District; nor shall anything contained in this Agreement be construed to constitute District as an agent of Contractor.
- 5.3 The District shall not disclose information relating to the business, affairs, or operations of Contractor to persons other than governmental authorities without obtaining prior written consent of Contractor, other than as required by law of the State of Oklahoma or other laws of the United States of America or written policies of the District. Likewise, Contractor shall not disclose information relating to the business, affairs, or operation of

District to persons other than governmental authorities without obtaining prior written consent of District, other than as required by law.

- 5.4 District shall provide or arrange to provide such space, facilities, equipment, administrative personnel, supplies, utilities and administrative services as are reasonably necessary in District's opinion for Contractor to carry out her duties under this Agreement. All equipment and inventory shall remain the property of the District, and shall not be removed from District buildings without authorization of the District. Equipment supplied by the Contractor remains her personal property.

6. **Indemnification of Contractor.** To the extent permitted by law, District indemnifies and holds harmless the Contractor 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 District employees, resulting in claims against Contractor, under this Agreement.

7. **Indemnification of District.** Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider.

8. **Safety and Welfare.** The District and Provider agree that student safety is a top priority. Provider agrees that when an assistant accompanies her, she shall not allow anyone on District property, whether as an officer, agent, employee, or contractor of Provider, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving illegal chemical substances or a sexual offense. Provider hereby certifies that she is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act. Provider shall submit written proof to the District's Department of Special Education and Student Services that she has passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal record check and has obtained a current drug screening prior to entering upon District property. If, at any time, Provider demonstrates actions which are inappropriate or create a disruption within the school, the site principal may require that she leave District property and not return without specific permission of the principal.

9. **COVID-19.** Provider acknowledges District's COVID-19 requirements for individuals on District's campuses and agrees that Provider: shall not enter any District site without checking her temperature to ensure a temperature below 100.4 degrees; has not tested positive for COVID-19; and has not, to her knowledge, been exposed to a person with COVID-19. Provider also agrees to adhere to District's mask requirements for individuals present on its campuses as well as requirements for physical distancing and disinfection.

10. **Termination of Agreement.** Both the Provider and the District may terminate this Agreement for any reason upon thirty (30) days' written notice. Termination of this Agreement

by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.

11. **Assignment and Delegation.** This Agreement is not assignable, and the obligations of this Agreement may not be subcontracted or otherwise delegated to others.

12. **Governing Law.** This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

13. **Application of Laws.** The parties shall conduct their relationship and perform their duties under this Agreement in full compliance with applicable federal, state, and local laws, regulations and ordinances.

14. **Modification of Agreement.** This Agreement contains the entire understanding of the parties and shall be modified only in writing and signed on behalf of each party.

IN WITNESS WHEREOF, The Stillwater Public Schools and Angela Brand, PT have executed this Agreement on

**Stillwater Public School System**

By \_\_\_\_\_

**President, Board of Education**

**Date:** \_\_\_\_\_

**Physical Therapist** *Angela Brand PT*  
By \_\_\_\_\_

**Angela Brand, P.T. d/b/a  
Thera-Brand Physical Therapy,  
LLC;  
Contractor Signature**

**Date:** 6/5/2025