



## **AGREEMENT**

### **2026-2027 Occupational Therapy**

This Occupational Therapy Services Agreement (the "Agreement") dates as of July 1, 2026, is between Frontier Public Schools with a notice address of 17750 Valley Road, Red Rock, OK 74641, and Today's Therapy Solutions ("Consultant"), with a notice address of 200 NW 66<sup>th</sup> Street, Suite 925, Oklahoma City, OK 73116.

#### **RESPONSIBILITIES AND SCOPE OF WORK**

Today's Therapy Solutions agrees to the following:

**Occupational Therapy Services.** Today's Therapy Solutions agrees to make available to Frontier Public Schools the services of a certified occupational therapist (the "OTR") and a certified occupational therapy assistant (the "COTA") during the term of this Agreement, and such additional time as the parties may agree for the compensation set forth herein. The specific starting date for OTR's delivery of Services will be mutually determined by Today's Therapy Solutions and Frontier.

**OTR Duties.** The OTR shall provide such occupational therapy services as indicated by the Frontier's student's Individualized Education Program or 504 Accommodation Plan. 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 requested no later than the 10<sup>th</sup> of the month following the month in which the OTR Services were provided. All equipment and materials to be used in treatment together with documentation forms will be provided by Frontier Public Schools.

**COTA Duties.** The COTA shall work under the direct supervision of an OTR and provide such occupational therapy services as indicated by the Frontier Public Schools' student's Individualized Education Program or 504 Accommodation Plan. The COTA Services shall include, without limitation, following the established 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 requested no later than the 10<sup>th</sup> of the month following the

month in which the COTA Services were provided. All equipment and materials to be used in treatment will be provided by Frontier Public Schools.

### **ALLOWABLE COST AND PAYMENT**

Frontier Public Schools agrees to pay Today's Therapy Solutions the sum of \$75.00 per hour for the OTR Services for up to 8 hours per day, including drive time, paperwork, time at school providing services, and attending meetings. In addition, Frontier Public Schools agrees to reimburse Today's Therapy Solutions for mileage at the current state-approved mileage rate for travel required to provide such services.

Frontier Public Schools agrees to pay Today's Therapy Solutions the sum of 60.00 per hour for the COTA Services for up to 8 hours per day, including drive time, paperwork, time at school providing services, and attending meetings.

In addition, Frontier Public Schools agrees to reimburse Today's Therapy Solutions for mileage at the current state-approved mileage rate for travel required to provide such services.

Today's Therapy Solutions agrees to bill Frontier Public Schools monthly for the OTR/COTA Services, and except as otherwise provided herein, Frontier Public Schools agrees to pay each monthly invoice within thirty (30) days of receipt. Each invoice shall contain a detailed statement of the OTR/COTA Services performed, including dates and times. Today's Therapy Solutions agrees and acknowledges that all required documentation must be submitted to Frontier Public Schools no later than the 10th day of the month following the month in which the OTR/COTA Services were provided, and that Frontier Public Schools has no obligation to forward payment to Today's Therapy Solutions until Frontier Public Schools has been provided with the required documentation.

### **SPECIAL PROVISIONS**

The parties agree that **Today's Therapy Solutions** personnel are working under this contract as a private entity and are not an employee of FRONTIER Public Schools; and therefore, not entitled to any employee benefits such as annual or sick leave, medical or life insurance, etc. Both **Today's Therapy Solutions** and FRONTIER PUBLIC SCHOOLS understand and agree that any personnel assigned pursuant to this **Agreement** shall perform all services as an independent contractor and not as an employee, agent, partner, or venture participant of FRONTIER PUBLIC SCHOOLS.

Today's Therapy Solutions agrees to comply with all State and Federal law and regulations that are applicable to this agreement. This **Agreement** contains the complete agreement between the parties with respect to the subject matter thereof and may not be

modified except by written agreement signed by both parties. This **Agreement** supersedes all previous written or oral agreements between the parties.

**Certification and Licensure.** Today's Therapy Solutions represents and warrants that the OTR/ COTA Services will be provided only by a certified occupational therapist and certified occupational therapy assistant licensed by the State of Oklahoma. Today's Therapy Solutions further warrants that it has conducted sex offender background checks on the OTR/ COTA and determined that neither has a criminal history.

**Confidentiality.** Today's Therapy Solutions agrees that the OT/ COTA 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.

**Insurance.** Today's Therapy Solutions represents and warrants that each OTR/ COTA is insured under Today's Therapy Solutions' workers compensation insurance policy and under Today's Therapy Solutions' professional liability policy in a minimum amount of \$1,000,000.00 per incident/occurrence and \$3,000,000.00 aggregate, and that such insurance covers the OTR when they are providing the OTR/ COTA Services under this agreement. Today's Therapy Solutions agrees to maintain each of the foregoing insurance policies at all times while this Agreement is in effect and agrees to notify Frontier Public Schools immediately should any of the foregoing policies be cancelled. Today's Therapy Solutions will provide Frontier Public Schools with copies of the foregoing insurance policies.

**OSHA and Background Checks.** Today's Therapy Solutions represents and warrants that the assigned OTRs / COTAs have received training in the prevention of exposure to blood borne pathogens and other potentially infectious materials in accordance with the OSHA Standard on Blood borne Pathogens ("OSHA training") and agrees to provide Frontier Public Schools with written verification of same. Today's Therapy Solutions further represents and warrants that the OTRs have not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma or the sex offender registration provisions of another state or federal law. Today's Therapy Solutions agrees to provide Frontier Public Schools with written consent for the OTRs/ COTAs for Frontier Public Schools to conduct such background checks and criminal history investigations as Frontier Public Schools may request from time to time during the term of this Agreement.

**Employment of OTR.** Frontier Public Schools agrees that it will not hire or contract directly with any OTR/ COTA provided by Today's Therapy Solutions under this Agreement during the term of this Agreement for a period of one year following the expiration or termination of this Agreement.

**Miscellaneous.** This agreement embodies the entire agreement and understanding between Frontier Public Schools and Today's Therapy Solutions 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 insure 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.

**TERM OF CONTRACT AND RENEWAL**

The term of this agreement shall begin July 1, 2026 and expire June 30, 2027. Either party may terminate this Agreement upon fourteen (14) days' written notice.

It is agreed that Frontier Public Schools may terminate this contract at any time before the end of the fiscal year for any reason after giving Today's Therapy Solutions a 30-day written notice of termination. It is further agreed that Frontier Public Schools may terminate this Contract immediately if Today's Therapy Solutions fails to provide services in accordance with this contract or in any way breaches any of the provisions of the Contract.

Approved by the Frontier Public Schools on the \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Today's Therapy Solutions

\_\_\_\_\_  
FRONTIER Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:  
  
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