

Stillwater Public Schools

Behavioral Therapy Services Agreement

School Year 2025-2026

This Agreement is entered into on the 1st day of July, 2025 by and between Independent School District No.16 of Payne County, Oklahoma ("District") and Counseling and Behavior Specialist of Oklahoma, LLC ("Provider"), together referred to as the Parties.

RECITALS:

WHEREAS, the District and Provider desire to enter into a service agreement mutually advantageous to both parties.

WHEREAS, the District agrees to allow access to school-based Applied Behavioral Analysis behavioral therapy services from the Provider for private insurance-eligible students for the 2025-2026 school year at District's elementary and secondary schools.

WHEREAS, Provider desires to provide school-based behavioral therapy services and family support services under the terms and conditions of this Agreement and pursuant to private (non-school) compensation arrangements herein referenced.

NOW, THEREFORE, the parties agree as follows:

1. Provider shall designate Provider Employee(s) to deliver behavioral therapy to students and consultation services to staff at the assigned schools. The Provider Employee will possess licensure as a Board-Certified Behavior Analyst or be under supervision of a Board-Certified Behavior Analyst in preparation for licensure in the State of Oklahoma.
2. The Provider Employee, with parent permission, will provide services to eligible District students, that include Applied Behavioral Analysis Therapy, case management, and (as relevant to services) attendance of student-focused meetings- all of which are subject to the expectations of the Special Services Office and/or the principal of the school to:
 - a. Determine specific school based therapeutic needs in collaboration with special education administrators, building level administrators, parent/guardians, provider Board Certified Behavior Analyst, and classroom staff members , to plan appropriate therapies and activities, and assess, modify and improve services provided to each student as dictated by the student's individual needs and consistent with the terms of this Agreement;
 - b. Orient, train and consult with professional and nonprofessional staff in treatment techniques that can be used in the classroom;
 - c. Provide verbal and/or written reports to the District on a mutually agreeable schedule;
 - d. Provide in-service training for staff and families as mutually agreed upon by Parties to this Agreement;

3. In the event that the Provider Employee providing services under this Agreement is not providing services in accordance with the stated direction of the Special Services Office and/or the principal, the designated Provider administrative representative will be contacted. In the event that said issues are not resolved, Provider will, upon written request by the District, immediately remove Provider's Employee from the school. In addition, all issues Provider's Employees have will be managed through Provider and not the District.
4. Provider is an independent contractor and acknowledges and agrees that Provider's Employees are employees of Provider and not the District. Nothing in this Agreement shall be construed to constitute the Provider as an agent or employee of District, nor shall anything contained in this Agreement be construed to constitute the District as an agent of the Provider. All wages, taxes, benefits and other employment-related expenses and duties associated with the Provider's Employee are the sole responsibility of Provider.
5. Services under this Agreement will extend from July 1, 2025 to June 30, 2026. The Provider Employee will provide services at the assigned school site only during school hours; upon appointment, when the particular school is in session according to the District's 2025-2026 school calendar. Provider must have parent permission to provide services during the school day and Provider is solely responsible for obtaining parent permission in writing.
6. Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider Employee concerning students in compliance with the Family Educational Rights and Privacy Act (FERPA) and any other applicable state and federal laws regarding the confidentiality of student information.
7. 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, its officers, agents, employees, or contractors.
1. The Provider agrees to maintain the confidentiality of students as identified in 20 U.S.C. § 1232g Federal Education Right to Privacy Act (FERPA). Failure to comply, may result in the termination of this agreement as outlined in section 16 of this agreement.
8. Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy and Professional Liability insurance policy (PL) insuring Provider in an amount not less than \$1,000,000.00 for each occurrence, at its own expense, and will provide written proof of such coverage, upon request.
9. Further, Provider affirms that its employees and any subcontractor who will be on District property and acting on behalf of Provider in performance of this Agreement are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from the District.

10. Provider Employees will operate in accordance with the applicable federal and state laws and regulations and District policies, rules, regulations and applicable guidance. District special education administrators will supervise the day-to-day provision of these services.
11. The District and Provider agree that student safety is a top priority. In an effort to protect student safety, Provider agrees that it will neither hire nor assign any individual whether as, officer, agent, employee, or contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. Provider shall submit written proof to the District's Special Services Office that all applicable Provider Employees have passed background checks and had training in universal precautions, CPR and first aid, prior to entering any school to provide services pursuant to this Agreement. The District Special Services Office shall thereafter submit a list of approved Provider Employees who have met these criteria to the assigned school. All Provider Employees must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider. If, at any time, a Provider Employee demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
12. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian. Provider Employees may see a student only at the time specified by the principal. Provider shall insure that the Special Services Office has a current list of all students being served by the Provider.
13. A designation of Services by the Provider or a Provider Employee may not be written into a student's IEP or 504 Plan.
14. Provider acknowledges District's COVID-19 requirements for District's staff and for Provider Employees when on District campuses. Provider agrees that its employees; shall not enter any District site without checking their temperature to ensure a temperature below 100.4(F); have not tested positive for COVID-19; and have not, to their knowledge, been exposed to a person with COVID-19. Provider also agrees to adhere to District's mask requirements for individuals present at its sites as well as requirements for physical distancing and disinfection.
15. The Special Services Office will design a program review component with Provider to assess the guidelines and processes related to the delivery of services pursuant to this Agreement.
16. Either Provider or the District may choose to discontinue services during the term of this Agreement for any reason with 30 (thirty) calendar days' written notice. Any such termination of this Agreement by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.
17. No failure or delay in the exercise of any right, remedy, power or privilege hereunder

shall operate as a waiver thereof, and no single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

18. Provider, under no circumstances, will bill or attempt to bill the District for any services provided. All Provider compensation will be arranged through the student's private insurance carrier. The district will not bill or attempt to bill provider or private insurance company for any supervision that may be provided by school employed Board Certified Behavior Analyst.
19. THIS CONTRACT IS NOT ASSIGNABLE, AND THE OBLIGATIONS OF THIS CONTRACT MAY NOT BE SUBCONTRACTED OR OTHERWISE DELEGATED TO OTHERS.
20. This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and may be amended only in a writing signed by both Parties.

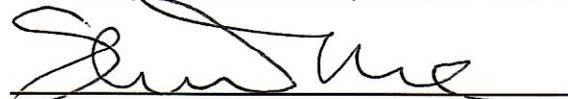
IN WITNESS WHEREOF, the District and Provider have executed this Agreement on the day and year, first above written.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

President, Board of Education

DATE

Counseling and Behavioral Specialist of Oklahoma, LLC



Shawna Moore PhD, BCBA

Owner

DATE