

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of July 1, 2021, by and between RehabSource for Kids, Inc., an Oklahoma Corporation ("RFK") and Independent School District No. 3 of Tulsa County, Oklahoma, the Broken Arrow Public School District ("District").

Whereas the District desires to obtain occupational and physical therapy services to meet the educational needs of eligible students and satisfy District obligations under the Individuals with Disabilities Education Act and the laws of the State of Oklahoma; and

RFK desires to provide the District with occupational and physical therapy services,

Now Therefore, the parties enter this Agreement pursuant to the following terms:

1. TERM. The term of the three year agreement is for the 2017- 2020 fiscal school year, and will be subject to annual renewal by the Board of Education in accordance with State law, with the initial term beginning July 1, 2017 and ending June 30, 2020. The ongoing term of the Agreement is subject to yearly reviews and renewals within the initial three-year agreement. BAPS has the option to renew the contract on a yearly term after the initial three-year term has expired. A purchase order for payment will be issued for each year of the three year agreement and any subsequent years following the expiration of the three year agreement.
2. RFK Services. RFK will provide District students occupational and physical therapy services. School will provide equipment, space necessary to provide services, and test forms. RFK will provide transportation, evaluation tools, and materials (i.e games, toys, thera-band, thera-putty) needed to provide therapy services.

2.01 RFK Responsibilities.

In performing services RFK will:

- A. Use diligent effort, skill, and judgment to provide services in accordance with customary and recognized professional standards.
- B. Comply with all applicable rules, regulations, policies, and procedures established by the Oklahoma State Department of Health, and all other State and federal regulatory and licensing authorities.
- C. Devote the needed time, attention, expertise, and energy to perform the services in a professional and competent manner.
- D. Provide services through licensed, appropriately trained and qualified health care professionals.
- E. Provide any performance bond required by the District.
- F. Properly use and protect District resources.
- G. Participate in designated meetings according to parameters established by the school district, including IEP meetings, parent conferences, teacher consultations, and other meetings as mutually agreed.
- H. Submit timely and accurate documentation required by the District, Health Care Authority (for any required Medicaid billing) and other regulatory and licensing authorities.

- I. Train and supervise District employees in treatment techniques used on a daily basis with students in classroom settings.
- J. Provide in-service training and programs for District staff when requested.
- K. Evaluate each referred student, provide a written report addressing the student's level of functioning, recommend therapy as deemed necessary to increase functioning in the educational setting, and contribute to the development of IEP therapy goals/objectives.
- L. Determine specific therapeutic needs; plan, recommend and provide appropriate Occupational and/or Physical Therapy utilizing sensorimotor activities, therapeutic exercises, mobility training, self help skills, splinting, adaptive equipment, assistive technology; assess and modify/advance each Occupational or Physical Therapy program as the student changes and his/her needs change. Eligibility and need for recommended services will be determined by respective IEP teams, taking into consideration the professional recommendations of RFK therapists.
- M. Review records of students entering BA school district with incoming IEPs specifying OT and PT services for the purpose of coordinating therapy services and recommending appropriate action to special education personnel and/or the respective IEP team.
- N. Maintain practices that result in efficient, cost effective therapy services that are educationally appropriate, preventing excessive costs that are not prudent and within the parameters established by the school district.
- O. Respond to requests and/or concerns presented by designated District personnel in a timely manner and work cooperatively to address the requests and/or issues affecting the provision of therapy services.
- P. Provide speech screening services for Head Start, upon request, within the parameters and timeframe established by the District.
- Q. Provide a quarterly report summarizing services provided using a format specified by the District.
- R. Work cooperatively with District personnel following established procedures to obtain prescriptions for therapy, as required by law, and collect current medication information necessary to support recommended therapies.
- S. Maintain responsibility for all contractual compensation, wages, taxes, benefits and/or employment related expenses of RFK staff serving the District as these individuals are not employees of the District or direct contractors with the District.
- T. Provide evidence of felony affidavit with documented background screening on each RFK staff member serving BAPS.

2.02 District Responsibilities.

The District will:

- A. Work with RFK to clearly define terms used to reflect services provided for billing purposes. This will maintain consistency in reporting by RFK staff serving BA schools and result in accurate documentation regarding the various categories of service provision (i.e. direct therapy, participation in IEP meeting, consultation)

- B. Notify RFK of documentation required, district parameters for implementation of contract provision, and/or other concerns regarding the provision of therapy services.
- C. Provide the names of District personnel who will coordinate the provision of therapy services.
- D. Provide access to respective student records within established procedures required for confidentiality.
- E. Attend required Health Care Authority training programs, if District engages in Medicaid billing.
- F. Review historical service provision with designated RFK personnel to assure therapy services are efficient, cost effective and educationally appropriate.
- G. Monitor the services provided by RFK through periodic meetings, telephone contact, and email.

2.03 Therapy Students:

Services may be performed on behalf of RFK by occupational and physical therapy students under the supervision of licensed therapists teaching those students, *if such use of these students is approved by the District and the respective institution of higher learning.* The college/university instructing these students shall assume all liability of any nature which might arise from therapy provided to District students by the college students and shall hold the District, its board, and its employees harmless from and against any and all claims, demands, losses, causes of action, damages, costs, and attorney fees that any person or entity shall claim against the District arising from therapy provided District students by college students being trained to be therapists. RFK will not allow services to be performed by any college students unless the college these students are attending has signed a hold harmless and indemnification agreement for the District in compliance with this provision.

3. CERTIFICATION.

No Federal funds have been paid or will be paid by the parties to anyone to influence or intend to influence any official or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, grant, or loan or the entering or modification of a cooperative agreement relating to any federal contract, grant, loan, or cooperative agreement ; and if any funds have or will be so paid, RFK will timely and accurately complete and submit to the appropriate federal agencies the Disclosure Forms to Report Lobbying.;

4. COMPENSATION.

Within 30 days of the regular meeting of the District's Board of Education following the receipt of invoices for services provided by RFK, the District shall pay RFK for services rendered at the hourly rates established in Exhibit 1, provided appropriate documentation/invoices of services performed is timely submitted to the District. RFK will not bill any District student or parent for services.

5. CONFIDENTIALITY

- A. The District will not in any manner divulge or use for its own benefit any of RFK's confidential methods of operations, manuals, training materials, procedures, policies, marketing strategies, trade secrets, or other confidential information, and all such information provided to the District by RFK will be returned to RFK upon termination of the Agreement.
- B. RFK will not in any manner divulge or use for its own benefit any of BAPS's confidential methods of operations, manuals, training materials, procedures, policies, marketing strategies, trade secrets, or other confidential information, and all such information provided to RFK by the District will be returned to the District upon termination of the Agreement.
- C. The District will not for a 2 year period following the termination of the Agreement offer employment to any RFK employee without permission by RFK.
- D. RFK will not for a 2 year period following termination of the Agreement offer employment to any District employee without permission by the District.
- E. RFK will not use this Agreement or its relationship with the District in any promotional or advertising materials.

6. RECORDS:

All documents relating to District students for whom services are provided will be District property and will not be divulged by RFK to any other entity. Confidentiality of student records will be maintained according to the Family Education Rights and Privacy Act of 1974.

7. TERMINATION:

RFK may terminate this Agreement without cause upon 90 days prior written notice to the Director of Basic Programs and immediately upon a material breach of any Agreement term by the other party.

BAPS may terminate this Agreement without cause upon 30 days prior written notice to the RFK and immediately upon a material breach of any Agreement term by the other party, provided termination by the District shall not relieve the District of payment for services rendered prior to termination.

8. INDEPENDENT CONTRACTOR RELATIONSHIP:

RFK is and at all times will be an independent contractor and RFK will have exclusive control over the methods by which RFK employees perform services. Those performing duties for RFK will not be District employees and the District will make no deductions or withholdings to any governmental body from its payments to RFK for services rendered. RFK shall have sole responsibility for payment of wages and making needed withholdings and deductions from RFK employees.

9. INDEMNIFICATION:

RFK will assume all liability of any nature which might arise from services provided to District students and shall hold the District, its board, and its employees harmless from and against any and all claims, demands, losses, causes of action, damages, costs, and attorney fees that any person or entity shall claim against the District arising from provided services.

10. ACCESS TO BOOKS AND RECORDS:

The parties will maintain compliance with applicable federal law and regulations and make available, upon request, copies of all relevant documents to federal authorities within 5 years after termination of this Agreement.

11. NO ASSIGNMENT:

RFK cannot assign this contract and this contract will be binding on all its successors and assigns.

12. GOVERNING LAW; AMENDMENTS;NOTICES:

This Agreement shall be construed and governed according to Oklahoma law; contains the entire agreement of the parties and may be amended only through mutual written agreement; the waiver of any provision of the Agreement by a party shall not operate as a waiver of any subsequent breach; and all notices shall be sent in writing by mail, hand-delivered, or as otherwise agreed by the parties.

13. BILLING AND CHARGES: RFK shall not acquire any ownership interest in or personal claim to any fees charged or revenues received by the district for RFK's Services hereunder. RFK shall timely submit documentation of services provided to District's billing department or billing subcontractor upon receipt of written notice of District's chosen billing services. RFK shall not directly or indirectly bill students or their parents for services provided pursuant to this Agreement.

14. AMENDMENTS AND WAIVER OF BREACH: This Agreement contains the entire agreement of and between parties respecting the subject matter hereof. It may not be changed orally but only by an agreement in writing, signed by the party against who enforcement of any waiver, change, modification, extension or discharge is sought. The waiver of either party or breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

15. NOTICES: Any notices or other communications required or contemplated under the provisions of this Agreement shall be in writing and delivered in person or sent by United States first class mail, postage prepaid, to the addresses indicated below, or to such other persons or addresses as the parties hereto may provide by notice to the other.

SERVICE PROVIDER AGREEMENT

Exhibit 1

SERVICES: _____ COMPENSATION PER HOUR

Occupational Therapy Services \$59.00 per hour

Physical Therapy Services \$59.00 per hour

- Occupational therapy and physical therapy services will be provided during the standard school year calendar and during the provision of ESY services. RFK will bill Broken Arrow Public Schools at an hourly rate of \$59.00 (fifty-nine dollars and no cents) at the end of each month and at the end June.
- All school snow days and holidays will be considered days off. Should the school year be extended to make up missed days, or equivalent instructional hours, due to inclement weather, RFK will continue to provide services through the last day of the school year. Professional days will be considered days off unless in-service to district staff is requested by district administration.
- RFK will maintain records of time spent providing occupational and physical therapy services. RFK will provide a summary report of hours used each month or other documentation deemed necessary by BAPS.

IN WITNESS WHEREOF, the parties hereby enter into this agreement

RehabSource for Kids, Inc.
4350 Will Roger Parkway, Suite 600
Oklahoma City, OK 73108

Broken Arrow Public Schools
Board of Education
601 South Main Street
Broken Arrow, OK 74012

By: 
President, RehabSource for Kids, Inc.

By: _____
BOE President, Broken Arrow Schools

Printed Name: Barry Urooz

Printed Name: _____

Date: 4/12/21

Date: _____