

Prohab Therapy Specialists THERAPY AGREEMENT

THIS AGREEMENT (“Agreement”) is executed this 1st day of July, 2026 (“Effective Date”), by and between Summit Rehabilitation, DBA Prohab Therapy Specialists (“Therapy Company”), an Oklahoma Corporation having notice address of 1405 4th Ave NW, #296 Ardmore, OK 73401, and Ada Public Schools (“School”), having a notice address of P O Box 1359, Ada, OK 74821, which operates as a Medicaid Provider.

WHEREAS, School operates business wherein students are in need for therapy services.

WHEREAS, Therapy Company can provide Physical Therapy.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, School and Therapy Company hereby agree as follows:

- 1. Provision of Services.** Subject to the orders of each Student’s Physician, or by direction of the special education director the School shall identify Students for whom a therapy evaluation by Therapy Company is appropriate and shall consider the evaluation and recommendations in its care planning process. When requested by School or a Student or a Student’s Physician, Therapy Company shall provide (through licensed and qualified personnel) the following services to a Student. Provision of Services will be during normal business hours and will follow the authorization by Student’s Physician as well as applicable law and payer requirements:
 - 1.1** Physical Therapy Evaluations and Treatment
 - 1.2** Screen Students for potential rehabilitation services in accordance with admission and referral policies established by School and as needed by the Student’s Physicians
 - 1.3** Implement and carry out School’s therapy program according to a Student’s physician orders and/or the recommendation of the IEP team
- 2. Documentation.** Therapy Company shall maintain a complete and timely clinical record, and School shall insure all the following records are maintained: therapy treatment logs, evaluations, diagnosis, medical history, physician’s orders, and progress notes. These records and the maintaining of said records shall be in compliance with federal, state and local laws, ordinances, regulations and policies applicable to such treatment and records. In addition, Therapy Company will collect and assist School to collect and maintain such additional information as may be reasonable requested by School to comply with School’s policies and procedures or the requirements of any thirdparty payor. Notwithstanding the foregoing, School shall be responsible for obtaining any and all consents, releases, and approvals from a Student’s guardian or family members regarding the provision of Therapy Company’s services to such a student.

3. **Evaluations and Plan of Care.** Therapy Company shall evaluate, under direction of School and/or a Student's physician the type, frequency and duration of therapy treatment needed and make recommendations to the IEP team for the establishment of long-term and short-term goals for therapy, taking into account the following factors:
 - 3.1 The Student's medical history, physical condition and diagnosis and prognosis
 - 3.2 Coverage and medical necessity criteria applicable under Medicaid and other third-party payors
 - 3.3 The Student's responses to treatment
4. **Physician Liaison.** Therapy Company shall assist School in making recommendations and consulting with a Student's physician regarding the Therapy Program; provided that Facility shall retain such authority and maintain such involvement and control, as is required under applicable law, including, without limitation, state licensing law and the federal requirements. The final decision concerning the frequency of and the number of minutes for each visit will be determined by the IEP team.
5. **Right to Payment.** Therapy Company's right to payment from School for services furnished under this Agreement shall not be contingent upon School's ability to collect amounts billed.
6. **Therapy Company Compensation.** School shall compensate Therapy Company for services at a rate of sixty five dollars (\$65) per hour plus mileage at \$.51 per mile. Billing time will include but not be limited to: drive time to and from facility, paper work time, IEP conference time, calls pertaining to students, conference time with teacher and or staff, treatment time, testing time.
7. **Reimbursement for Services Rendered.** School will reimburse Therapy Company for services rendered as stated in Section 6, no later than fifteen (15) days from the date of invoice. If School fails to make payment for services within the fifteen (15) day time period, interest will accrue at a rate of fifteen percent (15%) per annum. If Therapy Company has not received payment within forty-five (45) days of invoicing, Therapy Company has the right to declare a breach of this Agreement and to immediately discontinue services.
8. **Documentation for Billing.** Therapy Company will submit to Schools billing office the documentation necessary for billing. Therapy Company's billing office will summarize and forward to School for payment of services.
9. **Term.** The term of this Agreement shall commence on July 1, 2026 and be continuous for one (1) twelve (12) month period.
10. **Termination of Services.** Either party may terminate this agreement by submitting 30 days written notice to the other party. Upon Termination of Services by either party, all monies owed to Therapy Company are immediately due. If monies owed do not immediately arrive then interest will accrue at 15% per year.

11. **Non-Compete.** During this contract period and for a period of thirty-six (36) months following the close of this contract period, School agrees not to directly or indirectly recruit or hire any of the Therapy Company's employees. Any breach of contract to directly or indirectly hire or recruit employees/contract labor will result in School paying 30% or yearly wages for 1 year to Therapy Company plus all and any recruitment fees.
12. **Services.** Therapy Company agrees to provide services in compliance with Titles 18 and 10 of the Social Security Act.
13. **Insurance.** Throughout the term of this Agreement, Therapy Company will maintain professional liability and general liability insurance in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in aggregate, with an umbrella liability policy of \$3,000,000.00. Therapy Company will also maintain workers' compensation insurance in such amounts as required by state law. Therapy Company retains the right to selfinsure.
14. **Attorneys' Fees.** In the event of the commencement of litigation to enforce any and all of the terms or conditions in this Agreement, the prevailing party in such litigation shall be entitled to recover all costs and expenses of such litigation and its reasonable attorney's fees.
15. **Integration and Amendments.** This Agreement contains the entire understanding of the parties, supercedes all previous agreements (oral or written) between the parties and embodies the complete agreement between the parties. Any amendments or modifications to this Agreement or waiver of any terms of this Agreement must be in writing and signed by School and Therapy Company.
16. **Governing Law.** This Agreement shall be construed and all the rights, powers, remedies and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Oklahoma.

SCHOOL:

ADA PUBLIC SCHOOLS

By: _____
Pat Liticker, Superintendent

Date: 04/20/2026

THERAPY COMPANY

PROHAB THERAPY SPECIALISTS.

By: *Erin Dwyer*

Date: 04/14/2026