

CONTRACT FOR THERAPY SERVICES

This Contract for Therapy services (the "Contract") is entered into on the 1st day of July 2026, by and between Sapulpa Public Schools, a public corporation ("SCHOOL"), and TherapyWorks, Inc., an Oklahoma corporation ("TW").

RECITALS:

WHEREAS SCHOOL desires to obtain therapy services and staff training to meet the needs of students and staff of SCHOOL and to satisfy SCHOOL'S obligations under the Individuals with Disabilities Education Act, 20 U.S.C. § 1400, *et seq*; and

WHEREAS TW desires to provide SCHOOL with therapy services and staff training, using therapist duly qualified as Physical Therapists (PT) and Physical Therapy Assistants (PTA), licensed by the Oklahoma State Board of Medical Licensure and Supervision.

NOW, THEREFORE, the parties agree as follows:

1. TW shall perform any or all of the following services, as requested by the SCHOOL;
 - a. Evaluate each referred student and provide a report of the student's function; recommend therapy as deemed necessary to increase function in the educational setting and contribute to the development of IEP goals both initially and annually.
 - b. Determine specific therapeutic needs, plan and provide appropriate therapy; assess, modify, and improve each therapy program as the student changes and his/her needs change;
 - c. Document treatment sessions: Assess progress and provided progress reports as required by SCHOOL.
 - d. Participate in SCHOOL meetings, such as Educational Team staffing, IEP meetings, parent conferences, or other meetings as mutually agreed upon by both parties of this Contract.
 - e. Orient, train, and supervise professional and nonprofessional staff in treatment techniques that can be used in the classroom.
 - f. Manage therapy services and report to the SCHOOL.
 - g. Other services as may be mutually agreed upon by both parties of this Contract;
2. The SCHOOL shall obtain and provide TW a copy of educational and medical records on each student prior to evaluation and notify TW immediately of any change in a student's status. The SCHOOL agrees that TW is authorized to gather current medical information for new and existing students. TW agrees to provide copies of this information to the SCHOOL.

3. TW shall not be responsible for or liable for negligent acts or omissions of the SCHOOL, its agents, employees, or officers, regardless of whether they are performing therapy programs that have been recommended by TW. To the extent permitted by law, the SCHOOL agrees to indemnify TW and hold harmless TW, its agents, employees, and officers from and against any claims, demands or actions, including but not limited to all attorneys' fees and other defense costs, against TW arising from the acts or duties of the SCHOOL, its agents, employees and officers. Further, the SCHOOL agrees that therapy programs given and provided by TW for any student shall not be used for any other student unless formal written consent approving such action is obtained from TW. All formal consent letters shall be signed by both the SCHOOL and TW and kept in the student's therapy and school charts. If formal written consent is not obtained from TW, the SCHOOL agrees to be held solely responsible and liable for any and all harm to the student and any and all negligent acts or omissions arising therefrom.

TW agrees to indemnify and hold harmless the SCHOOL, its agents, employees, and officers against any claims, demands or actions, including but not limited to all attorneys' fees and other defense costs, against the SCHOOL arising from the services provided by TW, its agents, employees, and officers, except as provided in this Contract.

4. During the term of this Contract, no other person, company, or institution shall be contracted with or employed by the SCHOOL to provide Therapy services to students in the SCHOOL without prior agreement.
5. The SCHOOL shall monitor the services provided by TW through regular meetings and/or telephone conferences. All therapists assigned to the SCHOOL are employees of TW. As such, all wages, taxes, benefits, and employment related expenses are the sole responsibility of TW.
 - a. TW reserves the right to assign and use therapists and certified assistants. If a Certified Therapy Assistant is used to provide services, supervision will be provided according to state licensure laws.
 - b. TW is an approved educational and training facility for Therapy students of all levels. The SCHOOL agrees to allow student therapists to accompany a TW therapist, to observe treatment and to participate in all aspects of treatment under the supervision of the TW therapist. The student and their college or university assumes all liability for the student's actions, and the SCHOOL agrees to hold harmless TW for any and all negligent acts or omissions of a therapy student.
6. The SCHOOL will not attempt to recruit, directly or indirectly, or hire employees or student therapists of TW this year and for two (2) years hence. This provision shall survive the termination of the Contract. Further, any such action on the part of the SCHOOL will constitute an immediate breach of this Contract resulting in substantial damages to TW which would be difficult, if not impossible, to ascertain, by reason of that fact. SCHOOL agrees that in the event of such breach TW shall have the right to enforce this Contract provision by and through any legal means necessary, including but not limited to injunctive relief and any other proceedings available in law or equity. TW and SCHOOL agree that liquidated damages for the breach of such provision shall be equal to the combined total sum of two (2) years revenue produced by this Contract and two (2) years' salary, plus an additional thirty percent (30%) for the therapists involved. Further, in the event of breach, TW shall be entitled, in addition to all available legal remedies, to all of its attorneys' fees and other costs incurred by the breach this Contract.

7. The SCHOOL acknowledges and recognizes that the lists of students, statistics and analysis reports provided as part of the bid for the 2026-27 Therapy contract are confidential and contain proprietary business information of TW. The SCHOOL agrees that during the contract period and following the termination of this contract, the SCHOOL will not, either directly or indirectly, make known or provide to any person, firm, corporation or any other third party any information provided by TW during the bid process.
8. The Contract period extends from July 1, 2026, to June 30, 2027. Due to holidays and school breaks services will be provided for thirty-three (33) weeks during this period and during the Extended School Year when requested by the SCHOOL. The current student count and projections indicate Physical therapy services will average fourteen (14) hours per week. The SCHOOL understands and acknowledges that the number of hours contracted for may increase or decrease based on new referrals, the student count, and changes in therapy service. The need for Therapy services for the students shall be determined jointly by the SCHOOL team and TW.
 - a. Inclusive within the limits of these hours shall be all services, of this Contract, all required documentation of treatment, treatment planning, legally required supervision, travel time to and from and within the SCHOOL, and administrative duties deemed necessary by TW for adequate delivery of service to the SCHOOL. Documentation, planning, meetings, and other work necessary for the delivery of services may be performed at any location most convenient for TW.
 - b. Services will be provided on site at the SCHOOL, unless otherwise requested, and the SCHOOL agrees to provide adequate space for the implementation of therapy services. The SCHOOL agrees to provide internet access for TW therapist's computers.
 - c. In the event of student absences or cancellation of Therapy services by the SCHOOL, excluding regularly scheduled SCHOOL holidays and snow days, the therapist may use this time to work on treatment related services, including but not limited to classroom or home programs and review of goals and progress. If the therapist is scheduled to be on site on professional days, the therapist may use this time as needed for writing evaluations or progress reports or performing other work related to treatment.
9. The SCHOOL agrees to pay TW for all services delivered under the terms of this contract the base fee of seventy-two dollars (\$72.00) per hour if the contract is signed by April 30, 2026. After April 30, 2026, the contract fee will be seventy-three dollars (\$73.00) per hour. The SCHOOL further agrees to seventy-two and a half cents (\$0.725) per mile or current IRS guidelines for all mileage incurred to and from TW and between the sites within the SCHOOL and to pay tolls if incurred. TW will maintain treatment and time usage records and will provide an invoice of such to the SCHOOL once a month. The SCHOOL must respond with questions about their invoice within 2 weeks of receipt. TW will then respond to the SCHOOL within 2 weeks to resolve the questions. After 4 weeks of receipt with no questions from the SCHOOL, the invoice will stand as is and no changes will be made.
 - a. The SCHOOL represents that it has the funds necessary for the fulfillment of this Contract. Payment is due thirty (30) days from the date of the invoice. Invoices not paid within thirty (30) days are subject to a finance charge of two hundred fifty dollars (\$250.00). After 60 days, therapy services will be suspended until outstanding invoice(s) are paid in full. After 90 days therapy services will be discontinued due to non-payment. This will be considered a breach of contract.

- b. All original forms and records created and maintained by TW are the sole property of TW, including but not limited to therapy evaluations, progress notes and charts. TW will provide the SCHOOL with original copies of the evaluations, IEP goals and annual progress reports on state mandated educational software program. TW shall keep all records for six (6) years beyond the last date of service. Following the expiration of the contract, TW will provide copies of records as requested by the SCHOOL at the rate of fifty cents (\$0.50) per page.
10. The effective dates of this contract are July 1, 2026, through June 30, 2027. The date of execution of this contract need not correspond to the effective dates, but the effective dates shall be controlled and shall be the commencement and expiration dates.
11. This Contract may be terminated by either party with cause upon sixty (60) days written notice to the other party, if either party fails to perform its duties, provided that the breaching party does not cure such identified failure (breach) within thirty (30) days of receipt of such written notice.
- a. The SCHOOL shall pay for all services through the ending date specified in the sixty (60) day formal written notice.
 - b. In the event the SCHOOL discontinues or terminates this Contract before the expiration date pursuant to nonpayment all services provided from July 1, 2026, through the last date of service will be billed at an hourly rate of eighty-two dollars (\$82.00). All payments made from July 1, 2026, will be applied to the amount due. TW shall be entitled to the full adjusted amount for all services provided, its attorneys' fees, and all other costs incurred in enforcing this Contract.
12. This Contract is not assignable.
13. This Contract is made and governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, SCHOOL & TW have executed this agreement for Physical Therapy.

SCHOOL REPRESENTATIVE

THERAPYWORKS, INC.

By: _____

By: _____

Title _____

Title _____

Date _____

Date _____