

**AGREEMENT FOR HIPPO THERAPY SERVICES
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
AND
INSTRIDE THERAPY, INC**

This Agreement is entered into July 21, 2009, by and between INSTRIDE THERAPY, INC., hereinafter referred to as the "Vendor" and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, hereinafter referred to as the "Board."

W I T N E S S E T H:

WHEREAS, the Vendor employs personnel who are duly qualified to provide Hippotherapy Services.

WHEREAS, the Board desires to have Hippotherapy Services provided for eligible exceptional students; and

WHEREAS, the Vendor and the Board desire to enter into a service agreement whereby the Vendor shall furnish the following described Hippotherapy Services upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

1. The Vendor is contracted to provide Hippotherapy Services ("Hippotherapy Services") to eligible exceptional students in the Sarasota County School District. The Administrator for the Vendor and the Executive Director of Pupil Support Services or his/her designee for the Board shall determine the schedule of days, hours, and location(s) for Hippotherapy Services performed under this Agreement.
2. The Vendor shall provide certified instructors to perform Hippotherapy Services set forth in Schedule "A" attached hereto and made a part hereof. The Vendor shall also provide and/or perform the services set forth in Schedule "A" that are necessary to provide Hippotherapy Services.
3. The Board shall perform the administrative and supervisory functions set forth in Schedule "B". The Board shall provide equipment listed in Schedule "B" for Hippotherapy Services as agreed upon by the Vendor and the Board.

4. The Vendor shall ensure that at least one certified instructor and one qualified assistant instructor are present for each Hippotherapy session.

5. The Vendor agrees that before any of its employees or agents will be permitted on school grounds while students are present, such employees or agents will be fingerprinted and have their backgrounds checked as provided in by Florida law. Vendors' employees and agents will coordinate with the Board to arrange a mutually convenient time for the Board to conduct the fingerprinting. Vendor will bear the cost of the fingerprinting/background checks. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the Board pursuant to Florida law.

6. The Board, through the Executive Director of Pupil Support Services or his/her designee, shall have the right to reject an employee of the Vendor as unsuitable, without showing cause. In the event of such rejection, the Vendor shall provide a substitute employee within FIFTEEN (15) days' receipt of written notification of such rejection from the Board. If the Vendor fails to provide a suitable employee, the Board shall have the option of canceling this Agreement upon TEN (10) days' written notice to the Vendor.

7. Reimbursement under this Agreement shall not exceed \$12,000. The months during which services will be provided at the site shall be mutually agreed to by both parties prior to the provision of services. Hippotherapy sessions shall occur weekly during the regular school year, with the beginning date to be jointly determined by the parties. Both parties understand that weekly sessions are subject to some variables not in the control of either party (e.g. availability of students, inclement weather, school holidays, etc.). Within 15 days of receipt of an invoice from the Vendor, Vendor will receive a disbursement of \$1,200 per month for the months of September 2009 to May 2010. The Vendor may seek Medicaid reimbursement for Hippotherapy services provided for Medicaid eligible students but parental payment or insurance billing shall not occur for Hippotherapy Services delivered during the school day under this Agreement.

8. During the term of this Agreement, the Vendor shall maintain public liability and malpractice insurance coverage in at least the following amounts: TWO HUNDRED THOUSAND DOLLARS (\$200,000) per person; FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence; and ONE MILLION DOLLARS (\$1,000,000) umbrella coverage with the Board listed as a co-insured. As evidence of such insurance coverage, the Vendor shall furnish the Board with a Certificate of Insurance prior to commencing services under this Agreement.

9. This Agreement shall be construed for all purposes under the laws of the State of Florida and may not be changed, modified, altered or amended except by a written instrument signed by both parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed, so that all of the remaining terms and conditions of this Agreement shall otherwise remain in full force and effect. Any dispute in connection with this Agreement may be submitted to arbitration if mutually agreed by both parties. Sole and exclusive jurisdiction for any action brought in connection with this Agreement shall be in the County or Circuit Court for the Twelfth Judicial Circuit, in and for Sarasota County, Florida.

10. The Vendor shall hold harmless, indemnify, and defend the Board, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cost, expense or damage, including attorney's fees, which may be asserted, claimed, or recovered against or from the Board, its agents or employees, in their official or individual capacity by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner related to the actions of the Vendor under this Agreement. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board or to affect, limit, or reduce the protection from suit afforded to the School Board under Florida law. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

11. The failure of either party to object to or take affirmative action with respect to any conduct of the other party that is in violation of the terms hereof shall not be construed as a waiver thereof, or of any future breach or subsequent misconduct.

12. The Vendor shall provide the Board with copies of the certification of the instructors who provide services under this Agreement.

13. Neither the Vendor nor the Board shall assign or transfer any interest in this Agreement without the written consent of the other party.

14. Prior to instituting court action, any questions or disagreements arising out of the administration or performance of this Agreement shall be first referred to the Administrator or Chief Executive Officer of the Vendor and the Superintendent of Schools, or their respective designees, for attempted mutual resolution.

15. The relationship between the Board and the Vendor, its employees and agents shall be that of an independent contractor, and not that of employer/employee.

16. Either party may terminate this Agreement without cause, upon thirty (30) days' written notice to the other party.

17. Any notice given or required to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage prepaid, to the Board at: 1960 Landings Blvd., Sarasota, Florida, 34231 to the attention of the Executive Director of Pupil Support Services and to the Vendor at 1621 Ranch Road, P.O. Box 365, Nokomis Florida, 34274 to the attention of the Executive Director, or at such other address as either party may direct in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first written above.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

BY: _____
Caroline G. Zucker, Chair

Approved for Legal Content
June 16, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

INSTRIDE THERAPY, INC.

BY: _____
Donna Blem

SCHEDULE "A"

SERVICES PROVIDED BY INSTRIDE THERAPY, INC.

- 1) Provide properly trained therapy horses.
- 2) Provide appropriate exercise and maintenance of therapy horses.
- 3) Provide appropriate vaccinations and health record for therapy horses.
- 4) Provide appropriate equipment for each rider.
- 5) Provide appropriate cleaning, maintenance, and safety check for all equipment.
- 6) Provide transportation, set up and clean up for all equipment before each session.
- 7) Provide instructors certified by the North American Riding for Handicapped Association (NARHA) and assistant instructors for each hippotherapy session.
- 8) Provide volunteers to assist with hippotherapy sessions.
- 9) Provide orientation, training and scheduling for all volunteers involved in providing the Hippotherapy Services.
- 10) Work with school therapists to identify appropriate students for Hippotherapy Services.
- 11) Work with school therapists to schedule students.
- 12) Provide back riding assistance for individual students as necessary.

SCHEDULE "B"

SERVICES PROVIDED BY THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

- 1) Provide appropriate space at each school site at which Hippotherapy Services will be provided.
- 2) Designate a school occupational or physical therapist at each site where Hippotherapy Services will be provided. The designated school therapist shall collaborate with InStride Therapy staff with regard to selection of students to participate.
- 3) Assist in scheduling students for Hippotherapy Services.
- 4) Obtain a rider release form from the parents and/or guardians of each participating student.
- 5) Assist InStride Therapy staff in the training of volunteers specifically to the needs of individual students.

(APPENDIX B)



**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PUPIL SUPPORT SERVICES**

1960 Landings Boulevard Sarasota, Florida 34231
Phone (941) 927-9000 SUNCOM 529-1109 FAX (941) 927-4052

Sonia Figaredo-Alberts, Executive Director
Pupil Support Services

Kathy Devlin, Supervisor
Exceptional Student Education

Robyn Marinelli-Haff, Supervisor
Student Services

Sherri Reynolds, Supervisor
Health/Prevention Services

Contract Compliance Checklist

Contracting School Or Agency **INSTRIDE THERAPY, INC.**

The following documentation must be attached to the Contract Compliance Checklist and returned with the fiscal contract authorizing reimbursement. No reimbursement can be made under this Contract until all items specified on the Contract Compliance Checklist are received by the Department of Pupil Support Services at the address above.

1. _____ Certification that each staff member working with students has been fingerprinted pursuant to the Contract.
2. _____ A copy of the school or agency certificate of insurance in the amounts specified in the Contract, naming the School Board of Sarasota County as co-insured.
3. N/A_____ A copy of the Staff Appointment Verification Form confirming the appointment of each teacher as certified, or non-certificated, with appropriate documentation for each.
4. N/A_____ A copy of the current Individual Educational Plan (IEP) for each student served under this Contract.
5. N/A_____ A copy of the daily or weekly class schedule documenting a minimum of 1500 minutes of instructional time weekly (1200 minutes minimum for Pre-K students)

Submitted by:

Signature of Agency Representative

Title

Date

For School Board Use

Contract Compliance Checklist Complete _____Yes _____ No_____

If no, date and method of notification to school or agency regarding needed information.

Signature of Executive Director of Pupil Support Services or Designee

Date