

AGREEMENT TO PROVIDE PHYSICAL/OCCUPATIONAL/SPEECH THERAPY SERVICES

**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
AND
MTX OF SOUTHWEST FLORIDA, INC.
D/B/A MTX THERAPY SERVICES**

This Agreement is made September 16, 2008, by and between MTX OF SOUTHWEST FLORIDA, INC., hereinafter referred to as “the VENDOR”, and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, hereinafter referred to as “the BOARD”.

WITNESSETH:

WHEREAS, the VENDOR employs personnel who are dutifully qualified to practice Physical/Occupational/Speech Therapy in the State of Florida; and

WHEREAS, the BOARD is in need of Physical/Occupational/Speech Therapy services for eligible ESE students; and

WHEREAS, the VENDOR and BOARD desire to enter into a service agreement whereby the VENDOR shall furnish the following described Physical/Occupational/Speech Therapy services (the “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 shall provide Services to eligible ESE students in the Sarasota County School District. The Administrator of the VENDOR and the Executive Director of Pupil Support Services, or her designee, for the BOARD shall determine the schedule of days, hours, and location(s) for Services performed under this Agreement.
2. The VENDOR shall provide Physical/Occupational/Speech therapists and assistants licensed in the State of Florida to perform the Services set forth in Schedule “A” attached hereto and made a part hereof.
3. The BOARD shall perform the administrative functions set forth in Schedule “B” attached hereto. The BOARD shall provide equipment and Services as agreed upon by the VENDOR and the BOARD and listed in Schedule “B” attached hereto.
4. The VENDOR shall insure that each employee provided by the VENDOR is licensed by the State of Florida in the performance of the Services provided herein during the term of this Agreement.
5. Employees of the VENDOR shall not provide private Physical/Occupational/Speech Therapy services to any ESE student of the School Board of Sarasota County receiving Services under the terms of this Agreement unless such therapy services have been mutually agreed to by the BOARD and the VENDOR.

6. 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. VENDOR'S 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.
7. The term of this Agreement shall commence on September 16, 2008, and expire on June 30, 2009, unless sooner terminated as hereinafter provided. The BOARD, through the Executive Director of Pupil Support Services, or her designee, shall have the right to reject any 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 of 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.
8. Services provided by the VENDOR and authorized by the BOARD shall be compensated at the rates: 1) not to exceed \$56.84 per hour for Occupational Therapists (OTs), 2) not to exceed \$49.00 per hour for Certified Occupational Therapy Assistants (COTAs), 3) not to exceed \$61.74 per hour for Physical Therapists (PTs), and 4) not to exceed \$63.70 per hour for Speech Language Pathologists (SLPs). Total compensation under the terms of this Agreement shall not exceed \$43,000.00. Each Physical/Occupational/Speech Therapist or COTA shall maintain a student schedule including the hours of service for each ESE student served. A monthly statement of services rendered by the VENDOR shall be submitted to the BOARD by the fifteenth (15th) of each month. Upon verification of the services, the BOARD will make payments to the VENDOR within fifteen (15) days from the date of receipt of the VENDOR's statement. Statements should be mailed to:

The School Board of Sarasota County, Florida
Attn: Executive Director of Pupil Support Services
1960 Landings Boulevard
Sarasota, FL 34231

The Contract Compliance Checklist (Appendix A) with all accompanying documentation must be returned to the Pupil Support Services Department prior to any reimbursement being issued pursuant to this Agreement.

9. During the term of this Agreement, the VENDOR shall maintain public liability and malpractice insurance in at least the following amounts: TWO HUNDRED THOUSAND DOLLARS (\$200,000) per person; FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence; 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.

10. 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.
11. 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, cause, expenses, or damages, 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 persons which arises out of, is incident to, or in any manner connected with this Agreement. 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. Nothing in this Agreement is intended to waive or limit the sovereign immunity to which the BOARD is entitled under Florida law.
12. The failure of either party to object to or take affirmative action with respect to any conduct of the other party, which is in violation of the terms hereof shall not be construed as a waiver thereof, or any future breach or subsequent misconduct.
13. The VENDOR will provide employees and services consistent with the highest degree of care, and its employees shall comply with all medical and ethical requirements imposed by the Florida Department of Education, or any other applicable regulatory agency, and shall comply with requirements of the Florida Department of Education and the BOARD pertaining to ESE students.
14. The VENDOR shall provide the BOARD with copies of the professional licenses of Physical/Occupational/Speech Therapists and assistants who provide Services under this Agreement.
15. The VENDOR will provide all necessary documentation required by the BOARD relating to Medicaid reimbursement for Services provided by the VENDOR under the terms of this Agreement.
16. Neither the VENDOR nor the BOARD shall assign or transfer any interest in this Agreement without the written consent of the other party.
17. The Administrator or Chief Executive Officer of the VENDOR and the Superintendent of Schools, or their respective designees, shall attempt to resolve any questions or disagreements arising out of the administration or performance of this Agreement before any litigation is instituted.
18. 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.

19. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
20. Any notice given or requested to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage pre-paid, to the BOARD at 1960 Landings Boulevard, Sarasota, FL 34231, to the attention of the Executive Director of Pupil Support Services, and to the VENDOR at 5035 E. Busch Blvd., Ste. 1B, Tampa, FL 33617, 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 written above.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

MTX OF SOUTHWEST FLORIDA, INC

BY: _____
Kathy Kleinlein, Chair

BY: _____

Approved for Legal Content
August 26, 2008, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

SCHEDULE "A"

SERVICES PROVIDED BY SPEECH THERAPIST(S) IN ACCORDANCE WITH FLORIDA STATE LICENSURE REQUIREMENTS:

1. Physical/Occupational/Speech Therapy Treatments/Evaluations
2. Consultative Service as related to Physical/Occupational/Speech Therapy
3. Evaluations and quarterly reports on all students in the Program
4. Participation in IEP's and eligibility staffings as necessary
5. Provision of written home programs and modifications as needed for each student in the Program
6. In-service activities as agreed upon by the Vendor and the Client

NON-REIMBURSABLE ACTIVITIES:

1. Sick days
2. Holidays
3. Vacation days
4. Lunch Time (30 minutes)
5. Continuing Education activities other than those included in Item 6 above
6. Mileage

SCHEDULE "B"

The BOARD will provide the Physical/Occupational/Speech Therapist(s) with the following:

1. ENVIRONMENT:
 - a) Adequate space, i.e., gym, cafeteria, clinic, and empty classrooms
 - b) Utilities (lights, water, A/C)
 - c) Housekeeping

2. EQUIPMENT:
 - a) Mats
 - b) Sandbag weights
 - c) Walking adaptive equipment
 - d) Balls-balance boards (for coordination)
 - e) Small supplies as needed
 - f) Parallel bars

3. ADMINISTRATION:
 - a) Coordination of overall program
 - b) Communication with school district staff as appropriate

(APPENDIX A)



**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 **MTX OF SOUTWEST FLORIDA, 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