

*Hardee County Public Schools  
School Board Agenda Analysis*



**9.04**

**Author(s):** Kerry Terrell  
Assistant Director, Exceptional Student Education

**Date:** June 25, 2020

**Subject:** Agreement with TheraLinks Related Services, LLC and the School Board of Hardee County.

**Background Information:** The purpose of this Agreement is for a Certified Occupational Therapist to provide therapy services to students in Hardee District Schools for the 2020-2021 school year.

**Administrative Consideration** (include F.S., Rule, Authority, etc.): **Individuals with Disabilities Education Act (IDEA).**

**Fiscal Impact:** The IDEA, Part B Project provides the funds for this Agreement.

Director of Finance signature: 

**Proposed Recommendation to School Board:**

The recommendation is to approve this Agreement between TheraLinks Related Services, LLC and the School Board of Hardee County.

**BOARD ACTION**

Action Agenda

Consent Agenda

6/25/2020  
Approved





TheraLinks Related Services, LLC  
441 Ruby Lake Pl  
Winter Haven, FL 33884  
(863) 272-9292  
www.theralinks.com

June 1<sup>st</sup>, 2020

## **TheraLinks Contract for Services of Occupational Therapist 2020/2021 School Year**

This Agreement is made this 1<sup>st</sup> day of June, 2020 between TheraLinks TheraLinks Related Services, LLC, hereinafter referred to as "Company", located at 441 Ruby Lake Pl, Winter Haven, FL 33884 and Hardee County School Board hereinafter referred to as "Board", whose address is 200 South Florida Avenue, Wauchula, FL 33873, collectively referred to as the "Parties".

### **WITNESSETH:**

Whereas, Company is engaged in the business of contracting Occupational Therapists, and other qualified and licensed related service providers to various school districts within the State of Florida, and

Whereas, Board is in need of Occupational Therapist(s) services to be provided to certain students within the district, and

Whereas, both Parties desire to enter into an agreement wherein Company shall contract with Occupational Therapist(s) who will provide services to students of the Board on a contract basis;

Therefore, in consideration of the above recitals and the promises contained in this Agreement, the Parties agree as follows:

### **OT SERVICES**

1. Company will contract with Occupational Therapist, hereinafter referred to simply as "OT," and/or collectively as "contractor(s)." Contractor will provide approximately 37.5 hours of OT services per week during the months of the regular school year, or a total of 1,425 hours of OT services during the months of the regular school year to students within the school district of the Board during the term of this contract. Additionally, the company will provide OT services for ESY for the summer months as needed, up to 10 hours total. The total hours in the contract then are 1,435 (1,425 hours during regular months and up to 10 additional hours during summer months as needed). Company and OT are performing all services under this contract as independent contractors and no employer/employee relationship is created. OT will perform all aspects of duties under this agreement in accordance with the policies and regulations of the Board, the standards of practice and ethics of the industry, and all applicable federal and state laws. Contractors will submit weekly log of hours of service performed to the Board and will keep and maintain all other records as required by the Board. Company will provide a copy of contractor's professional license issued by the State of Florida and contractors will maintain that license during the term of this Agreement. Company will cause to be furnished a Certificate of Insurance for contractor's liability coverage. OT agrees to have a background check and fingerprinting performed as required.

### **TERM**

2. The term of this Agreement shall be for the period, beginning on or about July 1<sup>st</sup>, 2020 and ending on or about June 30<sup>th</sup>, 2021, unless earlier terminated by the parties.

### **CONTRACT FEES**

3. OT services will be billed to the Board under this contract at the rate of \$63.00 per hour of service performed. Total contract amount is not to exceed \$90,405 and will be adjusted on a pro rata basis should the total number of hours change. Company will invoice the Board on a monthly basis and Board will make payment to Company no later than 45 days from their receipt of a properly prepared invoice. If any portion of the invoice is in dispute, the Board shall still be required to pay the undisputed portion without delay.



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**NON-COMPETE**

- 4. If the Board desires to directly hire, or otherwise engage with any third party for a contractor's services who was formerly presented and/or provided to the Board by the Company, then the Board shall agree to pay the Company a negotiable one-time finder's fee based upon Company's loss of revenue which will be no less than ten thousand dollars. This agreement contains no other clause that would limit solicitation or competition.

**CONFIDENTIALITY**

- 5. Company and Board agree that during the term of this agreement and after termination, neither party will use or disclose any confidential information that may have come into their possession during the term of the contract.

**TERMINATION**

- 6. This Agreement may be terminated by either party without cause upon 30-day written notice to other party.

**NOTICE**

- 7. Any notices served on the Board pursuant to this Agreement will be served via certified mail to Hardee County School Board, 200 South Florida Avenue, Wauchula, FL 33873. Notices served on TheraLinks Related Services, LLC will be served via certified mail to 441 Ruby Lake Pl, Winter Haven, FL 33884.

**ENTIRE AGREEMENT**

- 8. This Agreement is an independent document and the Parties acknowledge that no representations, inducements, or promises have been made by either party which are not embodied herein and that no other statement or promise not contained in this Agreement shall be valid or binding.

**GOVERNING LAW**

- 9. This Agreement shall be governed and interpreted by the laws of the State of Florida.

**JESSICA LUNSFORD ACT**

- 10. All TheraLinks contractors will be required to comply with the requirements of the Jessica Lunsford Act.

**LAW OF STATE TO GOVERN**

- 11. The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws in the state of Polk County, FL.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 For Hardee County School Board

\_\_\_\_\_  
 Title

  
 For TheraLinks, LLC

\_\_\_\_\_  
 Managing Director  
 Title