**SERVICES AGREEMENT**

This Services Agreement (the “Agreement”) is effective as **of TBD** (“Effective Date”), by and between **Boone County Public Schools (BCPS)** and **New Day Ranch Inc.** Tax ID # **27-4722366** (“Contractor”).

**WITNESSETH**

**WHEREAS**, BCPC desires to enter into an agreement with Contractor to provide services to BCPS as set forth herein; and

**WHEREAS**, Contractor desires to enter into an agreement with BCPS to provide such services to CHMC.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **Services to be provided.** BCPS hereby engages Contractor on an independent contractor basis to provide the services set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. Contractor will perform the services subject to BCPS's final approval and acceptance, but Contractor will direct the details and means by which the services are accomplished. In the event Contractor requires access to any information services systems of BCPS in order to provide the services described herein, Contractor agrees to comply with all terms and conditions applicable to the use of such information services systems about which Contractor has been made aware.

2. **Compensation.** BCPS shall compensate Contractor as described in Exhibit A.

3. **Term and Termination.** The terms of this Agreement shall commence on the Effective Date and shall continue for a term of one year unless earlier terminated as set for below. Either party shall have the right to terminate this Agreement by giving at least thirty (30) days prior written notice of termination.

4. **Notices**. Any notices permitted or required to be given hereunder shall be deemed properly given when sent by registered or certified mail, return-receipt requested, as follows:

If to BCPS, to: If to Contractor, to:

Boone County Public Schools New Day Ranch Inc.

14838 Rosenstiel Rd

Verona

KY

41092

or such other person or address as either party may designate by notice duly given.

5. **Relationship of the Parties.** It is expressly understood and agreed that, in the performance of services by the Contractor under this Agreement, Contractor is and shall at all times act as an independent contractor with respect to BCPS, and not as an employee or agent of BCPS. Further, it is expressly understood and agreed by the parties, that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Contractor acknowledges that it has no claim under this Agreement or otherwise against BCPS for vacation pay, paid sick leave, retirement benefits, social security, Workers’ Compensation, health, disability, professional malpractice, unemployment insurance benefits, or other employment benefits of any kind. BCPS will not withhold on Contractor’s behalf any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body and all such payments, withholdings, and benefits, if any, are the sole responsibility of Contractor. Contractor will complete and submit to BCPS an IRS form W-9.

6. **Intellectual Property.** Contractor agrees that work performed pursuant to the terms of this Agreement has been specially ordered or commissioned by BCPS and, to the extent that it comprises copyrightable subject matter, it shall be considered "**work made for hire**" for BCPS as that term is defined in Section 101 of the Copyright Act of 1976. All right, title and interest to any intellectual property held by either party, existing on and prior to the Effective Date of this Agreement or developed independently, i.e., outside the scope of this Agreement (referred to collectively as “Pre-existing IP”) shall be owned exclusively by the originating party. No title to, or ownership of, Pre-existing IP shall be transferred by one party to the other as a result of this Agreement.

7. **Confidential Information.** Each party agrees not to disclose to third parties or employees without a need to know, information received from the other party which has been identified as proprietary or confidential, or which by the nature of the circumstances surrounding disclosure, should in good faith be treated as proprietary or confidential (collectively “Information”). Both parties agree that it shall treat and safeguard the other party’s Information with the same standard of care employed for its own Information and shall in no event employ less than a reasonable standard of care. The foregoing confidentiality obligations shall not apply when, after and to the extent the Information disclosed: (i) is now, or hereafter becomes, generally available to the public through no fault of the receiving party or its employees, agents, or contractors; (ii) was already in possession of the receiving party without restriction as to confidentiality at the time of disclosure as evidenced by competent written records; (iii) is subsequently received by the receiving party from a third party without restriction and without breaching any confidential obligation between the third party and the disclosing party hereunder; and (iv) is required to be disclosed by applicable law, rule, or court order, in which case receiving party shall promptly notify disclosing party of such required disclosure, take all reasonable steps to limit the scope of such disclosure, and provide disclosing party with an opportunity to comment on such proposed disclosure. All Information shall remain the property of the disclosing party and disclosure shall not be construed as a grant of any license of the Information to the receiving party.

8. **Assignment.** Assignment by Contractor of any rights or obligations under this Agreement is expressly prohibited.

9. **Severability.** Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.

10. **Waiver.** The failure by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later time.

11. **Amendment.** This Agreement represents the entire agreement and understanding between CHMC and Contractor with respect to the subject matter hereof, and may not be amended except by the written agreement of both parties.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky.

13. **Executed in Multiple Counterparts.** This Agreement and any amendments to it may be executed in one or more counterparts, each of which shall be deemed to be an original copy, and all of which, when taken together, shall be deemed to constitute one and the same document. Signatures to this Agreement and any amendments to it may be transmitted by fax, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

14. During the term of the agreement both parties agree that neither will solicit to hire any staff employed by the other party.

**IN WITNESS WHEREOF**, the parties set their hands to this Agreement as of the dates written below.

**Boone County Public Schools**  **New Day Ranch Inc.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**Scope of Work**

**Proposal for Equine Services**

**R.A. Jones holding class at New Day Ranch**

**Day and Time:** Monday-Friday- School Hours and following school schedule

**Duration:** 1 week/ per group

**Funding:** The therapeutic sessions will meet the criteria for the available funds provided

from the Mental Health Tax Grant. Dependent on how the funds get allocated out to

schools in Boone County, several weeks can be available.

**Rental of non-equine facility:** The equine therapeutic sessions will be approximately 3 hours each day with a morning and afternoon session of 1.5 hours. The remainder of the day will be spent in the event center and throughout the farm. New Day Ranch will reserve this space for the school program. Approximately 4-5 hours daily including lunch. The program that we visited in Lexington based their rental agreement on new construction of commercial rental space of 3,000 sq. feet (event center). We must also consider the daily cleaning of the two bathrooms, tables, etc. We are hoping to grow this program over the school years and will consider better rates as the program grows and reliable revenue is confirmed.

**Number of kids**: 12-16

**Ages**: Middle School or High School

**Lunch:** The Event Center is equipped with a commercial/catering kitchen and we can serve a well-balanced lunch daily. A morning snack and afternoon snack can also be served. We will prepare a sample menu and price/per meal if requested.

Students will receive a morning therapeutic session with the horses AND an afternoon session as outlined in the Equine Therapy Program for a complete session of 10 lessons. The Event Center will be allocated to this program during the school day schedule.

**Amenities**: Wi-Fi in the Event Center

3000 sq. feet available in Event Center with tables and chairs

2 bathrooms in the Event Center and 1 in the Barn

Peaceful, uninterrupted environment

14 specially trained horses

9 small zoo animals

Social distancing can be achieved

Nightly cleaning of facility

Newly Heated indoor Arena

Space can be available for laptop storage, etc.

Staff Liaison on site

Secure Facility w/gate

After-school programs can be available

Exhibit B

Performance Metrics

New Day Ranch will continue to be a PATH–program provider and all staff and volunteers adhere to all standards of safety practice, including those specific to pediatric and adolescent populations living with mental and behavioral health conditions

Safety/Performance Improvement:

Clients will wear helmets and abide by barn rules and this practice is reinforced throughout every session by the New Day Ranch Equine Specialist(s)/ staff, and Teaching staff 100% of the time. Teaching staff and equine specialist(s) will continue to show commitment to and practice stopping an activity that presents any harm or safety risk and re-assessment for progression or removal of the activity.

Equestrian Knowledge and Practical Horsemanship Skills:

Demonstrate knowledge of horse senses and behavior including herd dynamics and vices, and how it affects the safety of the setting. Demonstrate horse manure handling for sanitary conditions of the space.

Provide appropriate protection such as fly masks and fly repellant for the horses. Educate staff and participants in the use of the equipment.

Demonstrate the ability to instruct in the following: grooming; haltering and leading; safety rules of the space including mitigating potential hazards; and selection of a horse for a particular individual according to behavior, movement, temperament, height/size.

Building Therapeutic Relationships:

Demonstrate the ability to form relationships based on respect, caring concern, genuineness, and empathy.

Help clients to generalize relationship with equine to relationships with people.

Demonstrate effective communication including addressing emotional and cognitive domains as well as the importance of nonverbal communication.

Maintain frequent and pertinent contact with the BC Teaching team.

Session Facilitation:

Demonstrate understanding that participants learn in different ways.

Work with teachers/counselors to facilitate session to develop rapport, provide direction and manage volunteers, provide feedback, and engage in debriefing sessions.

Develop a lesson plan of activities to achieve the goals and objectives identified in the client’s personalized plan of care (PPOC), with assistance from teaching staff.

For any metrics that fall below the required standard, a mutually acceptable plan of correction will be developed and reviewed on a continual basis until compliance with the standard is achieved

**Past Program**

10-12 Middle/High School Students

Attend 1 day per week for 10-12 consecutive  weeks

Time: 1.25 hour each day

Program curriculum is designed around the goals of each group

* Boundaries-How to respect rules and directions and why
* Self-Esteem- Each activity can be successful when following the instructions and trusting the instructors.   Success of activities comes quickly and encourages positive reinforcement
* Awareness- Students become aware of their body language and energy that they bring individually and to a group.   They connect their unspoken language to their true feelings.
* Resiliency-  Students learn and practice how to get in touch with their true feelings and make choices in how to respond to a variety of situations
* Teamwork- After gaining confidence individually, the students begin to work in teams and groups
* Essential Skills-  Students learn life skills that could be attractive to future employers.  They learn how they learn themselves and how to communicate and advocate for themselves to become successful.
* Empathy-Love-Respect-Patience-   Practiced every lesson

This program is still offered and funded through the Boone County Mental Health Tax Grant as funds remain available.   Program is extended to all Boone County Schools and is on a first come first serve basis until funds of grant allocated to New Day Ranch are used.

**New Program**

12-16 Middle/High School Students

Attend full school day

Virtual Learning with BC Teacher

1 full school week      -  10 week curriculum as described in Past Program

(Option\*- 2 times per week for full days over 5 weeks will achieve the 10 week curriculum)

Horsemanship curriculum will be offered in a morning and an afternoon session

Goal setting and incentives will be offered to students to complete work

Incentives include- Interactions with various animals/horses/farm activities and more.

Lunch can provided

The Horsemanship curriculum will continue to be offered and funded through the Boone County Mental Health Tax Grant as funds remain available.

Program is extended to all Boone County Schools and is on a first come first serve basis until funds of grant allocated to New Day Ranch are used.

The New Day Ranch Event Center will be allocated to this program on scheduled days.

Example:  Program start time-8:00 a.m.    9:30-10:45Horse Program     1:00-2:15 Horse Program     School Day ends-3:00

7 hour day with 2.5 hours funded through BCMH

4.5 hours spent on virtual learning and lunch in event center

Rental of this space is based on commercial rental rates per square footage.

Includes daily cleaning, tables, chairs, video equipment, 2 bathrooms, kitchen access, outdoor patio with tables and chairs

Incentives offered throughout farm is of no charge

Rental space:  $250/day

Lunch cost additional- TBD

Commitment of 2 or more full week programs- Daily Rental rate is $200/day