



HAPPY TAILS PET THERAPY, INC.
DOCUMENT OF UNDERSTANDING

This Document of Understanding (DOU) is made and entered into by Happy Tails Pet Therapy, Inc. (Happy Tails) and _____ (Facility) on the Effective Date of _____, 20_____.

A. OVERVIEW

Mission and Relationship

The mission of Happy Tails is to provide qualified teams for Animal Assisted Therapy (AAT), Animal Assisted Activity (AAA), and/or Animal Assisted Education (AAE) visits to children's hospitals, rehabilitation facilities, youth development centers, psychiatric facilities, hospitals, special learning centers, nursing homes, assisted living facilities, personal care facilities, social agencies, special needs programs, and other facilities in the metro Atlanta area. Members visit with their pets which may include dogs, cats and rabbits. Happy Tails strives to provide services that will enhance the physical, social, emotional, and cognitive well-being of clients. There is no charge to client facilities for the services provided.

Happy Tails and its volunteers are neither agents nor employees of the client facility or of Happy Tails Pet Therapy, Inc. Volunteers and their pets donate their time and services without any express or implied promise of compensation.

Operations

Happy Tails was incorporated in 1992 and granted a 501(c)(3) charitable organization status by the IRS in 1993 with a federal employer ID number of 58-2080241. The organization's program and operating expenses are funded through membership dues, private and corporate contributions and fundraising campaigns.

Happy Tails operates with a board consisting of four elected offices and additional committee chair positions. Elected officers include President, Vice President, Secretary and Treasurer. Chair positions may include Pet Evaluation, Volunteer Training, Sponsor/Donor Relations, Public Relations, and Team Leader Advisory Council. Each elected officer and chairperson performs in his/her position according to the organization's by-laws and policies.



Volunteers must attend Volunteer Orientation, Volunteer Training, and make at least one observation visit with an existing team. Each pet/volunteer team is carefully selected for its ability to work as a team.

B. HAPPY TAILS PET THERAPY RESPONSIBILITIES

Happy Tails will:

1. Provide all volunteers with orientation and training, including informational manuals.
2. Require Happy Tails volunteers to follow the Happy Tails Infectious Disease protocol. Volunteer training will include information on current guidelines for animals in healthcare facilities. Happy Tails volunteer training includes information on current Association of Professionals in Infection Control, (APIC) and Centers for Disease Control, (CDC) guidelines for animals in health care facilities. Members are instructed not to visit if symptoms of a potentially contagious illness are present.
3. Require all volunteers and their pets to pass the Happy Tails Pet Evaluation for temperament and obedience skills. Volunteers with dogs will be required to provide proof of completion of a group basic obedience or Good Canine Citizen class with that dog. Cats and rabbits are required to pass selected portions of the pet evaluation.
4. Require all volunteers to complete Happy Tails Volunteer Training and at least one observation visit with an active team prior to becoming active members/volunteers eligible to attend Happy Tails visits.
5. Verify each pet meets the current veterinary health standards regarding vaccinations and /or screening tests to prevent the spread of the most common infectious diseases between animals, as recommended and reviewed regularly by the Happy Tail Veterinary Advisory Board.
6. Recommends volunteers and clients visiting with wash their hands or use a hand-sanitizing product after visiting with the pets.
7. Maintain basic obedience certificates, evaluation records and veterinary health records for every pet on file and make them available to the facility upon request.
8. Schedule any facility required volunteer activities with the facility contact listed on this DOU or other facility designee.
9. Require all volunteers to wear a Happy Tails photo identification badge identifying the specific pet with whom they are certified, which will include the pet's identification number. Happy Tails volunteers cannot wear apparel identifying them as volunteers of the client



facility but may wear facility security or identification badges.

10. Require all Happy Tails pets to wear an identification tag on their collar, a bandana, or vest indicating they are a certified and registered Happy Tails animal.
11. Ensure communication with the facility contact so that facility personnel, patients, residents or students, and pertinent facility guests are aware of when visits will occur and require volunteers to accompany the designated facility representative during the visit.
12. Require volunteers to comply with facility rules and procedures, including but not limited to: facility pet visitation policy, confidentiality agreement, applicable health screenings and background checks.

C. FACILITY RESPONSIBILITIES

The Facility shall:

1. Provide Happy Tails with copies of the applicable policies and procedures upon execution of this DOU.
2. Safeguard any personal information received by the facility regarding Happy Tails volunteers, in accordance with applicable state and federal law.
3. Ensure the visit at the facility is conducted in a safe environment for the volunteers and their pets and that the volunteers and their pets do not visit patients, residents, or students who pose a risk to their health.
4. Ensure that other animals, whether resident pets, service animals or animals associated with another pet therapy organization, are not present in the vicinity during the scheduled Happy Tails visit.
5. Ensure that the facility contact or other designated representative has notified staff, patients, residents, or students of when and where the scheduled visit will occur and that the facility is prepared for the visit. No other activities should be planned at the time of a regular Happy Tails visit that would conflict with the interaction between the volunteer team and the patients, residents or students.
6. Ensure a facility representative is present for the Happy Tails visit.

Facility Requirement Requests

Client facilities requiring Happy Tails volunteers to undergo medical testing/procedures, divulge personal information, submit to background checks, attend facility volunteer orientations, or other measures beyond Happy Tails training and requirements must submit a written proposal to the Happy Tails Board of Directors. The Board of Directors will determine whether or not the requirements are reasonable and in the best interest of Happy Tails and its volunteers. Client



facilities collecting personal information on Happy Tails volunteers must agree to safeguard any such information collected, in accordance with applicable state and federal law.

D. INSURANCE

Happy Tails maintains the following liability insurance policies: Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate Excess Volunteer Liability: \$1,000,000 per occurrence/\$3,000,000 aggregate. Proof of insurance is available upon request.

E. TERM

The term of this DOU shall begin on the Effective Date as signed by a Happy Tails Board Officer with no end date assigned unless otherwise specified by the client facility. If a term end date is identified add added to this DOU, the Facility will be required to complete a new DOU if visits are desired after the term end date.

Either party may choose to terminate this agreement at any time if it is deemed in the best interest of either Happy Tails or the client facility.

Amendments to this DOU proposed by the client facility will be reviewed by members of the Happy Tails Board for approval. An amendments form can be furnished upon request.

Please note that requests for review by a legal representative, whether by the client facility or Happy Tails, may result in some time delays as inquiries or amendments are addressed.

F. INDEMNIFICATION

1. Happy Tails Pet Therapy, Inc. agrees to indemnify, defend and hold harmless the client facility against: (i) any and all liability arising out of its failure to comply with the terms of the DOU and this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of its volunteers, employees or agents relating to or arising out of their obligations under the DOU and this Agreement; and (ii) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the client facility in connection with the defense of such claims.
2. The client facility agrees to indemnify, defend and hold harmless Happy Tails Pet Therapy, Inc. against: (i) any and all liability arising out of its failure to comply with the terms of the DOU and this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of its employees or agents relating to or arising out of their obligations under the DOU and this Agreement; and (ii) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of Happy Tails Pet



Therapy, Inc. in connection with the defense of such claims.

3. Notwithstanding anything to the contrary herein, neither party shall be liable for or required to indemnify the other party for any incidental, consequential, exemplary, special, or punitive damages, including lost profits, regardless of how characterized and even if such party has been advised of the possibility of such damages, which arise from the performance of this Agreement or in connection with this Agreement, and regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise).

G. MISCELLANEOUS

Incidents: It is Happy Tails' policy that any incident is immediately reported to the Happy Tails Team Leader and the Happy Tails Board of Directors. A full investigation is conducted to determine the circumstances and details. If an animal is found to be unfit or the volunteer has not performed per organization guidelines, the pet/volunteer team may be removed from the program and prohibited from making any additional visits or representing Happy Tails in any capacity. Happy Tails also requests that the facility maintain a record of any incidents brought to their attention and that any report is made available to Happy Tails.

Animal Behavior: The ability of the pet / volunteer team is evaluated through the testing procedures of the Happy Tails Pet Evaluation. Although Happy Tails does everything possible to screen animals for a certain standard of quality and demeanor consistent with defined objectives, Happy Tails cannot guarantee the behavior of any animal. The ultimate responsibility for any pet's behavior rests with its owner.

Choice of law: This DOU shall be governed in all respects by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provisions.

Entire Agreement: This DOU constitutes the entire agreement between the Parties with respect to its subject matter hereof and supersedes all other prior and contemporaneous statement, agreements, and understanding between the Parties regarding its subject matter. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this DOU shall in any way be binding or of effect between the Parties. No amendments to or modification of this DOU will be binding on either Party unless in writing and signed by both Parties.

Counterparts: This DOU may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This DOU and any amendment or addendum hereto may be executed electronically or by hand, and signed copies may be delivered as hard copies or as electric copies transmitted by facsimile or electronic mail in Adobe portable document format (.pdf) or similar format.

**H. CONTACT INFORMATION**

Happy Tails and the facility will coordinate and conduct communications through their respective liaisons identified below. All written communications under this DOU shall be deemed duly given upon delivery, if delivered by hand three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party at the addresses below.

Happy Tails Contact Information:

Happy Tails Team Leader/Facility Coordinator Name

Happy Tails Pet Therapy, Inc.
P.O. Box 767961
Roswell, GA 30067
Ph: 770-740-8211
Fax: 404-591-5964
Email: Admin@happytailspets.org

Client Facility Contact Happy Tails will work with the facility contact to schedule visits, and to review our performance.

Client Facility Name

Facility Contact Name

Title/Role

Street Address

City, State, Zip

Facility Contact Phone

Facility Contact Email

(AUTHORIZED SIGNATURES ON THE FOLLOWING PAGE)



By signing below, both parties acknowledge this agreement which will remain in force until cancelled by either party. Both Happy Tails and the client facility will be provided with a signed copy of this document to keep on file.

IN WITNESS WHEREOF, the parties have caused this DOU to be executed by their duly authorized representatives as of the day and year written below.

CLIENT FACILITY AUTHORIZED AGENT**HAPPY TAILS PET THERAPY, INC**

Signature

Date

Signature

Date

Name (printed)

Name (printed)

Title

Title

Email

Email

Telephone

Telephone

Happy Tails and the client facility should each keep a copy of this document on file.