

Agreement For Day Treatment Services

This Agreement is entered into between the Tupelo Public School District (“TPSD”), whose mailing address is P.O. Box 557, Tupelo, MS. 38802, and Northeast Mental Health (“NMH”), whose mailing address is 2434 S. Eason Blvd., Tupelo, MS. 38804, collectively referred to as “the Parties.”

WHEREAS, the Parties have an interest in serving certain students of the Tupelo Public School District (to be later identified by TPSD) through day treatment services to be provided by Northeast Mental Health.

NOW, THEREFORE, the TPSD and NMH agree to the following:

1. TERM

This Agreement will begin on August 5, 2013 and end on May 31, 2014, unless sooner terminated as provided for hereinafter in paragraph 6.

2. EFFECTIVE DATE

This Agreement shall become effective when it is fully executed by authorized representatives of the Parties.

3. SCOPE OF SERVICES

Day treatment services include 1) Functional living skills, 2) Social skills, 3) Problem-solving, Conflict resolution, self-esteem, and Anger/impulse control

NMH agrees to provide a master’s level therapist “NMH Therapist”) to TPSD for a minimum of two (2) hours per day two (2) days per week up to a maximum of five (5) hours per day five (5) days per week to address specific behavior skills and management strategies through day treatment services to Tupelo City School District. Such service will be provided at Thomas Street Elementary School and Pierce Street Elementary School.

The Parties agree that the NMH Therapist(s) assigned by NMH to provide day treatment service to TPSD shall remain the employee(s) of NMH and nothing in this Agreement shall be construed to create an employment relationship between the NMH Therapist and the TPSD.

NMH Therapists assigned to the TPSD shall comply with all TPSD policies and procedures Should the TPSD determine the need for immediate discipline of a NMH Therapist, the TPSD reserves the right to remove the NMH Therapist from the classroom and will advise NMH immediately.

Issues of discipline, safety, and misconduct on the part of a student will remain the responsibility of the TPSD and its administration.

4. FINANCIAL ARRANGEMENT

- a. TPSD shall pay NMH the amount of Thirty-Two Dollars (\$32.00) per hour only when the Day Treatment census falls below **8 students** with a pay source.
- b. If TPSD elects to provide an assistant for the Day Treatment Services, the district will pay at the rate of \$32.00/hr/student only when the Day Treatment census falls below **7 students** with a pay source.
- c. NMH shall submit to TPSD a monthly billing report showing the number of hours provided under this Agreement and TPSD shall remit payment within 30 days after receipt of such billing report.

5. LIABILITY AND INDEMNIFICATION

- a. The NMH shall defend, indemnify, and hold the TPSD, its Board, officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the NMH, its officers, agents or employees.
- b. The TPSD shall defend, indemnify, and hold the NMH, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the TPSD, its officers, agents or employees.

6. TERMINATION

TPSD may terminate this Agreement effective immediately for cause due to NMH's breach of this Agreement. Either party may terminate this Agreement without cause for any reason provided it gives the other party seven (7) days written notice by electronic communication and/or at the address listed above.

7. COMPLIANCE WITH LAW

The parties agree to comply with all applicable federal, state and local law. In the case of a conflict between the terms of this Agreement and the requirements of governing law, the applicable law shall govern. Any actions taken by the TPSD or the NMH that are required by governing law, but

are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

Tupelo Public School District

Northeast Mental Health

By: _____
(Type in Name)

By; _____
(Type in Name)

Signature

Signature

Dated: _____

Dated: _____