


Agreement for Red Tomato Farm Day Program Services



This agreement dated February 2, 2017 is made BY Northern York County School District whose address is 650 South Baltimore Street Dillsburg, PA 17019 referred to as "CLIENT," AND Hempfield Behavioral Health, Inc. whose address is 2019 N. Second Street, Harrisburg, PA 17102 referred to as "Agency."

1. **Parties to This Agreement.** The Agency, is a PA Licensed Adult Day Program operating at 3581 Ritner Hwy Newville, PA 17241. The Client is a Local Education Agency with responsibility for special education services for qualified students through their twenty-second birthday.

2. **Services to be Provided.** Red Tomato Farm is a scenic 5-acre farm located in the quiet countryside of Newville, Pennsylvania. It is the backdrop of an alternative and innovative state-licensed day activity program for adults with intellectual disabilities. The farm features a large activity center and program building surrounded by quaint flower beds, a 6,000 square-foot fruit, vegetable and herb garden, a dairy barn, a large chicken house, fenced grazing pastures for livestock, fruit orchard, swimming pool with gazebo, and a year-round greenhouse. The facility is accessible.

The mission of Red Tomato Farm is to provide adults with developmental disabilities meaningful exposure to daily and seasonal cycles and routines of a farm that contribute to self-esteem, confidence, and competence across a range of life domains (health, mobility, communication, socialization, recreation, diet and nutrition, emotional well-being, appearance and personal hygiene, cooking, managing money, community engagement), scaffolding for teamwork and friendship skills, opportunities to appreciate and enjoy outdoor activities and recreation, and inclusion in a community geared toward sustainability. The program day is six hours long with staffing ratios generally of 1:6.

3. **Payments to Agency.** Payment for Day Program services are billed to the Client by the Agency on a monthly basis based on total days attended by student during the month. The Agency will bill at a rate of \$86/day which is the rate established by the PA Office of Developmental Programs.

4. **Terms of Agreement.** This agreement shall become effective February 2, 2017 and shall continue in effect until terminated in accordance with this agreement.

5. **Termination of this Agreement.** This agreement may be terminated by either party on thirty (30) days notice to the other party. All such notices shall be by certified mail or delivered personally.

7. **Entire Agreement.** This contract expresses the entire agreement between the Client and the Agency regarding this matter. This agreement can only be modified with another

written agreement signed by both the Client and the Agency. This agreement shall be binding upon both the Client and the Agency and their respective heirs, legal representatives and successors in interest.

8. **Legal Fees.** If either party brings a law suit in order to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

9. **Governing Law.** This agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

10. **Independent Contractors.** Both the Client and the Agency agree that the relationship created by this agreement is that of independent contractor and not that of employee and employer. The Agency is responsible for the payment of any taxes, including without limitation, all Federal, State and local personal and business income taxes, sales, and use taxes, other business taxes and license fees arising out of the activities of the Agency.

11. **Signatures.** Both the CLIENT and the Agency have read and agreed to this agreement.

Witnessed or Attested by:



Northern York County School District

2/3/17
Date



Hempfield Behavioral Health, Inc.

2/2/17
Date