

PROVIDER SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between:

J.E.T.S. – City of Jonesboro
519 W. Washington
Jonesboro, AR 72401

and

Michael H. Teague, MSW, LADAC, CCS
2913 King Street, Suite 4
Jonesboro, AR 72401

RECITALS

WHEREAS, Michael H. Teague, MSW, LADAC, CCS has acquired, and maintains, acceptable credentials to perform the duties of a Substance Abuse Professional (SAP) as set forth by the United States Department of Transportation (DOT) guidelines.

WHEREAS, The Agency is regulated by the United States Department of Transportation and requires the services of a Substance Abuse Professional for referral purposes.

NOW, THEREFORE, Michael H. Teague and the Agency agree as follows:

I. AGREEMENT

- 1.1 The SAP agrees to furnish alcohol and/or substance abuse assessment services consistent with DOT guidelines.
- 1.2 The SAP grants the Agency permission to use his name and credentials for the purpose of complying with Agency policies.
- 1.3 The use of the SAP's name and credentials is limited to policy compliance only. The SAP does not serve as an agent of the agency, nor is the SAP liable for any actions taken by the agency.
- 1.4 The Agreement does not include any guarantee of the volume of referrals.
- 1.5 The Agency agrees to render payment in the amount of \$1,000.00 use of the SAP's name and credentials as set forth by this Agreement.

II. REMUNERATION

- 2.1 The Agency agrees to render payment for services on or before April 1, 2006.

III. TERM AND TERMINATION

- 3.1 The term of this Agreement shall continue until either party terminates the Agreement as defined below.
- 3.2 This Agreement shall automatically terminate upon (1) the loss or suspension of the SAP's professional license; or (2) the SAP fails to comply with DOT guidelines.
- 3.3 This Agreement shall terminate if either party violates the terms set forth in the Agreement.
- 3.4 The parties may terminate this Agreement by mutual written agreement.
- 3.5 The Agreement shall stay in effect for a period of 12 months and shall run from April 1, 2006 until March 31, 2007.

IV. INDEPENDENT RELATIONSHIP

- 4.1 None of the provisions in this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the SAP and the Agency other than that of independent entities contracting for the sole purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of the respective officers, directors, or employees, shall be construed to be the employee or representative of the other.

V. GENERAL PROVISIONS

- 5.1 Laws. This Agreement is entered into and shall be governed in accordance with the laws of the State of Arkansas.

The parties hereto have caused this Agreement to be executed by their authorized representatives as of the date below.

Michael H. Teague, MSW, LADAC, CCS

Title: _____

Date: _____

J.E.T.S. – City of Jonesboro

Title: Transportation Coordinator

Date: _____