

**Contract Committee Meeting**  
**February 9, 2021 5:00 PM**  
Central Services Board Room

1. Call to Order - Mrs. Teresa Boston
2. Moment of Silence / Pledge of Allegiance - Mrs. Teresa Boston
3. Approval of Committee Minutes
4. Elect a Committee Chairman
5. Sidekick Therapy Partners Contract Agreement
6. Therapy Works, LLC Contract
7. Occupational Therapy Services Contract
8. Other Discussion
9. Adjournment

**Contract Committee Meeting  
September 29, 2020  
Central Services Board Room**

The Contract Committee met on Tuesday, September 29, 2020, in the Central Services Board Room where Mrs. Teresa Boston called the meeting to order at the approximate hour of 4:39 p.m. She welcomed everyone to the meeting and appreciated everyone for attending.

**PRESENT:**

Mrs. Teresa Boston, District 8  
Mrs. Stace Karge, District 9  
Dr. Ina Maxwell, Director of Schools  
Mr. Earl Patton, Attorney

Mr. Jim Inman, District 1  
Mrs. Anita Hale, District 4  
Mrs. Kim Bray, H.R. Supervisor  
Vickie Baucum, Small Business Staffing

**ABSENT:** Robert Safdie, District 2

1. **Call to Order** – Mrs. Teresa Boston
2. **Moment of Silence/Pledge of Allegiance** – Mrs. Teresa Boston
3. **Approval of minutes** – Safdie made a motion to approve the minutes.

**VOICE VOTE:** Karge (mover-yes)  
Boston (seconder-yes)  
All Ayes

**MOTION: Carried Unanimously**

**4. General Staffing Agreement**

Boston introduced the contract. Boston continued, "In regard to the contract, it is definitely in Small Biz Staffing's favor. I would like to know where this contract generated from. Mrs. Bray, can you tell me how we got that?" Bray responded, "A few weeks ago Mr. Inman came in and he approached me about the possibility of having Mrs. Baucum from Small Biz Staffing help us recruit drivers. I reached out to her and we had some discussion, and this is the contract she provided us to help us recruit bus drivers because we have a difficult time. She has a pool of people to pull from and it may be a different pool than we have been able to access. It was just an idea and he asked me to pursue it. This is basically the result of that." Boston asked, "What do we pay our normal bus drivers as a general rule?" Bray answered, "It is a range they start at \$40.00 and they can top out at \$70.00, based on how long they've been here. We pay by the day. We say a bus driver day is 4 hours. She came up with an average rate she would pay per hour. Then she puts her margin on top of that. Mrs. Baucum is in the room if you have questions for her." Boston continued, "Earl, have you reviewed this contract?" Patton responded, "I have!" Boston asked, "What is your opinion, in regard to this contract?" Patton answered, "Well as you know Mrs. Boston that is a broad question." Boston continued, "There again, we are set by the state with the salary. We have a salary scale we have to submit to the state, and it has to be approved. Where would we fall legally in entering a contract that goes outside that salary scale?" Patton answered, "There are some adjustments that we would probably have to make, but I think those can legally be made." Bray said, "It is no different as with PT and OT. We are contracting for services. She is going to provide employees and she will send an invoice and we are going to pay it. That's what it amounts to. She will collect all the taxes and will be a third-party vendor to us. Basically, that is what she is going to

do is recruit and we will be able to try these folks out. At the end of the term we will be able to hire them permanently, if not we will send them on their way, no harm no foul. We pay no benefits for them it is just strictly what we would pay to her for her services and her recruiting. She will pay for the drug tests and the background check. She will furnish their insurance if they work more than 30 hours a week, which they will not. I'm just hoping she has a large pool of folks. What we have been able to go through, we have exhausted our means, and this was just another option" Boston asked, "How many bus drivers are we short at this time?" Bray answered, "Probably about eleven." Karge said, "My questions if I may Ms. Boston." Boston replied, "Sure." Karge continued, "My question is two-fold. One is in liability. Heaven forbid something happens and a contract employee, bus driver gets in an accident and looks like you're holding us... we're not responsible. It's going to fall back on you guys and do you have enough liability? I guess Earl what do you think? It seems like a sketchy, grayish area." Baucum responded, "We do this type of relationship all the time for lots of other companies. The workers compensation and responsible for the employee is mine, so if they are injured at work in an accident then workers compensation and everything in relation to the employee is my responsibility. However the client has responsibility to make sure the employee understands the equipment they have to operate under and that they are trained to the proper safety rules that they expect. It is truly a partnership. I can't take on your liability insurance however, I am probably insured enough to meet whatever your perimeters would need. If I need to raise my insurance, then I can do that." Karge stated, "My question is heaven forbid, if students get hurt, then, yes I understand your workers comp is going to cover the driver, but now we have students and parents involved. Where does that align? Maybe that is a question for you Mr. Patton." Patton responded, "Well you still have to a potential liability." Karge said, "But, we don't have the oversight to train them, you're training them." Patton and Baucum said no! Karge said, "So we are training them? You're just recruiting?" Patton stated, "From a liability standpoint. It's not really not much different ... Karge said, "But you're doing the background checks?" Baucum answered yes. We will check to see whatever your background check requirement is." Karge asked, "Do you do this for other schools?" Baucum answered, "No. we are only in Cumberland County." Karge asked, "Do you know of any other school districts that are using these kinds of services?" Bray responded, "Some school districts contract their whole staff." Karge said, "I think that is what Chattanooga did and then they had that accident and it became a big mess." Bray said, "There are districts that use a completely contracted bus service. I will use this more as a recruiting tool to let us bring some people in. We will train them. We are not going to turn them loose on the bus unless they are competent to do that. Train them and put them on the bus." Karge asked, "My next question what does that as far as the bonus structure we set up because they are not coming through us for recruitment. Would they no longer be eligible for the bonuses?" Bray responded, "Not until they are hired." Karge asked, "So are we still going to give them a bonus for being hired? I guess it would be the safety bonus." Bray said, "They would not receive a signing bonus." Boston asked, "If we recruit these and they are through this company contracted. Are these drivers authorized under our insurance? Could we get them authorized under our insurance?" Bray responded, "I believe they could because like I said there are other districts who use the a very similar system. Their drivers don't work for the school system, they are contracted." Karge asked, "How much are our drivers getting paid?" Bray answered, "The scale starts at \$40.00." Karge asked, "How many hours are they working?" Bray responded, "4" Karge said, "That is \$10.00 per hour. Then they could leave us and go and get \$5.00 more," Bray responded, "They would lose their insurance and their accumulated sick days." Karge said, "But they could get the insurance there." Baucum said, "If you are only working 20 hours a week you would not qualify for my insurance." Boston asked, "So the fee for Small Biz resource is \$6.70 per hour per driver. Is that correct?" Bray answered, "The bill rate is \$21.75." Bray said, "Then you are going to pay them \$15.00 per hour?" Bray confirmed. Boston asked, "Where would this additional money come from?" Bray answered, "It would just be out of the driver line." Inman asked, "I would assume we have in the budget for enough bus drivers to include the eleven we are short. I would assume that would be where we would take the money from." Boston said, "I think the contract committee would look at the contract and then if we approve it we would send it to the budget committee to guestimate where the money would come from. I think it would have to go to budget after our committee before it went to the whole board. To see exactly

how much money we're talking about. I don't suppose we know how much money we are talking about until we see how many drivers we can pull from this. Ms. Baucum, how comfortable are you that you can find us some drivers?" Baucum responded, "On the first search of our database we had over 350 CDL drivers. We interview over 15 people every day. I'm sure I'm advertising more heavily. We are at job fairs. We are recruiting all the time. I'm sure my recruiting efforts will surplus what the bus garage is doing. I'm sure we can find 4 to 5 within the next few months. Boston asked Karge if she had any further questions or thoughts? Karge responded, "I'm going to put Mr. Patton on the spot. What are your thoughts? What kind of liability does that put us under, or do you think there is none?" Patton responded, "I am not concerned about liability in this situation. Your big concern is that you have a bus driver shortage. That can cause more problems than anything else. I think from my perspective it alludes to the fact that contract may not be favorable in some spots for board. But in the situation where you've got a serious driver shortage and which we've have had for some time. I do see that is as a potential fix for that problem. From that standpoint it is probably worth the risk of doing it." Boston made a motion to approve this contract on Mr. Patton's approval and protection of the board and send it to the budget committee to determine where the money come from and how much money are we talking about. I have a tendency to agree with Mr. Patton, we do have such a shortage and we've tried everything else.

**VOICE VOTE:** Boston (mover-yes)  
Karge (seconder-yes)  
All Ayes

**MOTION: Carried Unanimously**

## **5. Other Discussion**

## **6. Adjournment –**

**VOICE VOTE:** Karge (mover-yes)  
Safdie (seconder-yes)

**VOICE VOTE: All Ayes**

**MOTION: Carried Unanimously**

**(The meeting was adjourned at the approximate hour of 4:50)**

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**Dr. Ina Maxwell**  
**Director of Schools**

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**Mrs. Teresa Boston**  
**Chairman of the Contract Committee**

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**Jane Franklin**

**Executive Assistant for the Director of Schools and BOE**

## CONTRACTUAL AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Cumberland County Schools**, (herein referred to as “**Board of Education**”), 368 4th Street, Crossville, TN 38555, and Deborah L. Curlee Communication Consultants, LLC, d/b/a **Sidekick Therapy Partners**, P.O. Box 32652, Knoxville, TN 37930-2652 (herein referred to as “**Sidekick**”.)

WHEREAS, Board of Education is subject to and does operate in accordance with the requirements of the Individuals with Disabilities Education Act; and

WHEREAS, Board of Education has the authority to contract for services from suitable agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students; and

WHEREAS, Board of Education, in order to provide a proper, comprehensive, and well implemented special education program, finds it desirable to contract for these services through an outside agency; and

WHEREAS, Sidekick is an agency having appropriate programs, capacity and competence to provide certain special education services for children who are the responsibility of the Board of Education.

NOW, THEREFORE, in consideration of the mutual benefits to be received by both parties hereto and certain other consideration, some of which is hereafter set out, and the sufficiency of all which is hereby acknowledged, Board of Education and Sidekick agree as follows:

The term of this agreement shall be for **School Year 2021-2022** (anticipated to start in August 2021 and run through May 2022, or through July 2022 at Board of Education’s option if seeking extended school year / ESY services).

1. Board of Education shall develop an Individualized Educational Program (IEP) which will be specifically designed to meet the unique needs of each child enrolled with provision for all support materials, equipment and services necessary for their education and which meets the requirements of State and Federal regulations and law. This special education program that is the responsibility of the Board of Education shall include:

- a. A statement of the child’s present levels of educational performance.
- b. A statement of the annual goals which describe the educational performance to be achieved by the end of the school year.
- c. A statement of short-term instructional objectives.
- d. A statement of the specific educational related services needed by the child.

- e. The date when these services will begin and the length of time the services will be given.
- f. A description of the extent to which the child will participate in regular education programs, if any.
- g. A justification for the type of educational placement which the child will have.
- h. The persons responsible for the implementation of the IEP.
- i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
- j. Progress reports shall be sent to the parents every 9 weeks.
- k. The programs of the child shall not be terminated without an IEP Team meeting which results in agreement eligibility or non-eligibility services on the IEP.

2. The Board of Education ensures that the rights and privileges available to children attending schools of the Board of Education shall be available to the children served by Sidekick, including the process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information. Sidekick and the Board of Education acknowledge and agree that Sidekick is not rendering services under this agreement in any facility owned or leased by Sidekick and that such services will be rendered only in the schools or other locations agreed upon by Sidekick and the Board of Education.

3. Any Sidekick occupational therapy services will be provided by a qualified occupational therapist (“OT” or “OTs”) and certified occupational therapy assistants (“COTA” or “COTAs”) currently licensed or registered with the State Department of Health Board of Occupational Therapy.

Any Sidekick physical therapy services will be provided by qualified physical therapists (“PT” or “PTs”) and physical therapy assistants (“PTA” or “PTAs”) currently licensed or registered with the State Department of Health Board of Physical Therapy.

Any Sidekick speech and language services will be provided by qualified speech-language pathologists (“SLP” or “SLPs”) who have a Master’s Degree and their Certificate of Clinical Competency or are completing their Clinical Fellowship period. All Sidekick SLPs are licensed or registered as healthcare providers with the State Department of Health Board of Communication Disorders and Sciences.

OTs, COTAs, PTs, PTAs, and SLPs may be referred to individually as a “Therapist” or collectively as “Therapists”.

It is anticipated that Sidekick's SLPs will provide services to Board of Education students requiring speech and language therapy services, including qualifying TennCare-covered students and students who are not covered by TennCare.

At Board of Education's request and as mutually agreed by Sidekick, occupational therapy services or physical therapy service may be provided for students whose services are covered by TennCare or for those who are not covered by TennCare. These services may be provided by Sidekick in-person or via teletherapy, and may include (i) clinical services in individual or group therapy sessions (as requested) and evaluations or re-evaluations, and (ii) "educational" services (as requested) not covered by TennCare MCOs or other insurance companies.

3. (a) Board of Education agrees---for as long as Sidekick SLPs are available to serve Board of Education's TennCare-covered, eligible, and qualified students requiring speech-language therapy services ("TennCare Students") at the Therapist's assigned school location---that Sidekick will be the sole and exclusive external provider of speech-language therapy services at that school location for any TennCare Students whose speech-language therapy services are billed to a TennCare insurance company ("MCO").

(b) Sidekick will be the sole and exclusive external provider of speech-language therapy services to TennCare Students that are billed to any TennCare MCO at the school locations listed below (the "School Locations") as well as another other school locations where Sidekick's Therapists may be requested to provide services in the future:

- Glen Martin Elementary
- Homestead Elementary
- North Cumberland Elementary
- Frank P Brown Elementary
- Pleasant Hill Elementary
- Stone Elementary
- Crab Orchard Elementary
- South Cumberland Elementary
- Other schools as mutually agreed upon by Board of Education and Sidekick.

Board of Education will refer all TennCare Students at the School Locations to Sidekick for services that can be billed to a TennCare MCO and will not serve such students with its own employees. If Sidekick's Therapists do not have time available on their schedule to serve the referred TennCare Student, Sidekick will promptly notify Board of Education that Sidekick cannot provide services. Upon receipt of such notification, Board of Education may begin serving such student with Board of Education employees and---after Sidekick has declined services due to lack of therapist availability---may also bill the TennCare MCO for such services.

(c) Sidekick will make reasonable commercial efforts to provide a sufficient number of qualified Therapists to meet the anticipated TennCare and non-TennCare caseload at the School Locations. If Sidekick cannot provide a sufficient number of Therapists at a specific school to meet the caseload at that location, then either Sidekick or Board of Education may reduce

Sidekick's services at the affected school to the extent Sidekick Therapists are not available to serve that specific location. In the case of such a reduction at a specific school location due to the lack of availability of Sidekick Therapists, Board of Education Therapists may serve the TennCare Students previously served by Sidekick (or who cannot be served by Sidekick) and may bill the TennCare MCO for services to those students.

(d) As the school year progresses, Board of Education agrees that it will promptly assign other TennCare Students at the School Locations to Sidekick who have speech-language therapy services specified in their IEPs, when and to the extent such TennCare Students become available. (The purpose of such assignments throughout the year is to maintain or expand the caseload of Sidekick's Therapists in the School Locations.)

(e) With respect to TennCare Students in the School Locations served by Sidekick Therapists, Board of Education agrees that it will not refer those students to any other provider or third party TennCare billing / consulting company ("Other Providers"). It is the intention of the parties that Sidekick will continue to work with Board of Education to obtain TennCare MCO authorizations for services, Doctors Orders, IEPs, Parental Consents to release the IEP, and the like, in connection with all of the TennCare Students Sidekick serves in the School Locations and that any arrangements the Board of Education has with Other Providers will not interfere with Sidekick's services under this Agreement or interfere with Sidekick's Therapists serving their own caseload in the School Locations. In the event Sidekick cannot serve a TennCare Student due to the lack of availability of a Sidekick Therapist, then Board of Education may refer such student to Other Providers for assistance in dealing with the TennCare MCO in connection with services to be provided by Board of Education's own therapists.

(f) As mutually agreed by Sidekick and Board of Education, Sidekick will serve as an Alternate Supervisor (as defined on the State of Tennessee Department of Health Related Boards SLPA Registration Application) for a Speech-Language Pathology Assistant ("SLPA") employed by Board of Education:

- (i) An SLP employed by Sidekick with his/her Certificate of Clinical Competence ("CCC"), and meets all other requirements for SLPA supervision as defined by the American Speech-Language Hearing Association, may be named as an Alternate Supervisor for an SLPA directly employed by Board of Education (The SLPA will not be employed by an outside contractor).
- (ii) An SLP with his/her CCC (a "CCC-SLP") employed directly by Board of Education (not through Sidekick or through an outside contractor) will be registered as the Primary Supervisor (as defined by the American Speech-Language-Hearing Association) for all Board of Education SLPAs.
- (iii) Sidekick will be named as the Alternate Supervisor for no more than 2 Board of Education SLPAs.
- (iv) It is anticipated that an CCC-SLP employed directly by Board of Education will provide 100% of the required supervision for all Board of

Education SLPAs; no direct supervision is anticipated to be required by Sidekick.

- (v) In the event the Primary Supervisor of a Board of Education SLPA is unable to provide supervision for a prolonged period of time (greater than 3 weeks), Board of Education will hire another Primary SLP to Supervise the SLPA. The Sidekick Alternate Supervisor SLP will not be required to “step in” as a permanent Primary Supervisor SLP.
- (vi) In the event of absence or unavailability of the Primary Supervisor, Board of Education will provide reasonable advance notice to Sidekick, if possible.
- (vii) Board of Education agrees to indemnify and to hold Sidekick harmless for any liability resulting specifically from Sidekick supervising Board of Education SLPAs.
- (viii) If a Sidekick CCC-SLP is required to provide supervision for a Board of Education SLPA, Sidekick will do so in accordance with requirements defined by ASHA, and will do so at the School Pay rate defined in this contract.
- (ix) Board of Education will require that SLPA’s treating medical fragile students receive 100% direct supervision.

#### 4. Mileage and School Pay Services:

- (a) Board of Education will pay Sidekick a mileage reimbursement rate of thirty five (35) cents per mile per Therapist per day, during the regular school year and during the school summer session (if Sidekick is requested to provide summer services). Mileage shall be calculated as (i) the distance between Sidekick’s Knoxville office and the schools that Sidekick can serve in Cumberland County or (ii) the distance between the residence of Sidekick’s Therapist and the schools served, whichever is less. Such mileage reimbursement rate of 35 cents a mile also includes any travel within Cumberland County if Sidekick’s Therapist is traveling to more than one school in a day.
- (b) At Board of Education’s request and as mutually agreed by Sidekick, “School Pay” services may be provided for students whose services cannot be billed to a TennCare MCO. These services can be provided in-person or via teletherapy, and may include (i) clinical services in individual or group therapy sessions (as requested) and evaluations or re-evaluations, (ii) “educational” services (as requested) not covered by TennCare MCOs or other insurance companies.
- (c) For any such clinical School Pay services, Board of Education will pay:
  - i. **\$65.00 per hour** for speech-language therapy services (or **\$16.25 for any 15-minute** increment thereof)
  - ii. **\$75.00 per hour** for occupational therapy or physical therapy services (or **\$18.75 for any 15-minute** increment thereof)

5. Sidekick will submit monthly invoices for mileage reimbursements with the Board of Education agreeing to reimburse Sidekick within 30 days of the date of receipt of the invoice

6. Sidekick agrees to provide professional liability coverage for its employees serving Board of Education during the term of this agreement.

7. Board of Education will provide Sidekick with consent forms to begin the process of determining if students qualify for services. Board of Education will provide services until notification has been provided by Sidekick that eligibility in TennCare is legitimate and has been approved for authorization. Board of Education will furnish Sidekick with each student's IEP (a copy) goals by the start of the school year, so that the goals are clearly communicated to Sidekick's staff.

8. Sidekick shall submit to the Board of Education reports specifying the progress of each child in achieving the short term objectives specified in his/her IEP. Sidekick will update goals and objectives for each student served, at least, every nine weeks or as deemed necessary on Board of Education forms. There will be no charge for progress reports prepared for TennCare-covered students.

9. Sidekick will be responsible for all TennCare paperwork of qualifying children.

10. Board of Education agrees that, should a child's speech-language therapy, occupational therapy, or physical therapy sessions submitted to TennCare be denied for eligibility or changing TennCare carriers that they will reimburse Sidekick at \$20.00 per session for no more than 5 such sessions per child. Sidekick will immediately stop serving such children if, for any reason, there is a denial of their TennCare coverage, and it will be the Board's responsibility to have its own Therapist incorporate such child into their school caseload.

11.

(a) Sidekick shall require all current employees providing services to the Board of Education under this contract to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and/or the Federal Bureau of Investigation prior to permitting the employee to have contact with school children or enter the school grounds.

(b) Sidekick will not allow an employee providing services to the Board of Education under this contract to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted.

(c) Sidekick shall not allow an employee providing services to the Board of Education under this contract to come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee has been convicted as a violent sexual offender as defined in Tennessee Code Annotated § 40-39 - 2002.

12. Sidekick agrees to hold the Board of Education harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from a school child using any premises owned or leased by Sidekick, including the use of materials provided by Sidekick for such child, except when such injuries or damages arise in whole or in part on account of the acts or omissions or negligence of the Board of Education. Any obligation of Sidekick to indemnify and hold the Board of Education harmless is limited to the terms of Sidekick's applicable liability insurance.

13. With respect to services provided by Sidekick to school children under this contract, Board of the Education and Sidekick will work cooperatively to ensure that the rights and privileges available to children attending schools of the Board of Education shall be available to children served by Sidekick, including, to the extent applicable to Sidekick and the services provided to the Board of Education under this agreement, due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.

14. In the event Board of Education identifies a student with an IEP, who requires teletherapy services from a Therapist, Board of Education may request that Sidekick provide teletherapy services to that student in the home or in school. Consistent with students who are seen in-person in school, Sidekick will charge TennCare (in the case of a student covered by TennCare) or will charge Board of Education (in the case of a student not covered by TennCare) for these teletherapy sessions. For students seen by Sidekick via teletherapy, Sidekick will not charge Board of Education additional charges beyond what is listed and applicable under this Agreement between Board of Education and Sidekick for the school year. Sidekick will submit monthly invoices for teletherapy services rendered, with the Board of Education agreeing to reimburse Sidekick for such charges within 30 days of receipt of the invoice.

If Board of Education wishes for its own Therapists to use Sidekick's Cue teletherapy platform, Sidekick will provide such access at \$55 per therapist per month.

15. If due to a change in applicable law or regulation or the interpretation thereof by any court, government agency, authority, or other entity that renders any provision of this Agreement unlawful, unenforceable, economically or administratively impracticable or difficult of performance (a "Law Change"), the parties shall initiate good faith negotiations to amend this Agreement to eliminate the adverse effects of such Law Change. If either party determines that the parties are unlikely to agree upon and make alterations to this Agreement to eliminate the adverse effect of the Law Change, or alternatively, either party determines that alterations to meet such requirements are not commercially practicable, reasonable, and satisfactory, then such party may terminate the Agreement on thirty (30) days prior written notice to the other party. A "Law Change" also includes any change by (i) a Federal, State, or local legislative, regulatory, judicial, or administrative authority, or (ii) any TennCare Managed Care Organization ("MCO") or other third party payor with respect to: clinical or other services provided pursuant to this Agreement, MCO requirements regarding eligibility or qualification for healthcare services, MCO procedures for authorizing, approving, billing or providing payment for healthcare services (including the amount of payment or method of payment), or any other changes that adversely affect the arrangements and services provided to school system students pursuant to this Agreement.

16. Board of Education will not employ or receive services, either directly or indirectly (including services provided through a third party), from any Therapist or SLP formerly employed by Sidekick for one year following the termination or expiration of this Agreement or cessation of such Therapist's employment with Sidekick, whichever is earlier.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed facsimile or email transmission shall be as effective as delivery of a manually executed counterpart.

18. Board of Education acknowledges that Sidekick is recruiting and assigning Therapists in anticipation that they will be providing services to school system for the entire public school year and that this agreement will continue for the entire school year. Accordingly, in the event of a breach of this Agreement, either party (the "Sending Party") may terminate this Agreement, provided the Sending Party (i) has given the other party (the "Receiving Party") prior written notice sent by first class registered or certified mail (return receipt requested) detailing the basis for the proposed termination and specifying the scheduled termination date, and (ii) has given the Receiving Party an opportunity to provide a reasonable remedy or cure within 10 business days after receipt of the notice. If the Receiving Party fails to provide a reasonable remedy or cure, then the Agreement will terminate, and if the cause is remedied or cured to within 10 business days to the reasonable satisfaction of the Sending Party, then the notice will be deemed to be withdrawn and the contract will continue as if no notice had been given. The parties agree to work together in good faith to effect a remedy or cure of any matter that is the subject of a notice pursuant to this paragraph and to keep the other party fully informed: regarding the Receiving Party's corrective action plan, the status of any corrective actions by the Receiving Party, and whether the planned or completed corrective actions are reasonably satisfactory to the Sending Party.

19. Sidekick and Board of Education agree to work cooperatively and maintain open communications so that any concerns, questions, or issues ("Issue") that may arise are identified, promptly communicated to the other party, and resolved through discussions and corrective action. If any Issue arises, the affected party (the "Affected Party") will promptly send an email to the other party (the "Receiver") describing the matter and requesting the Receiver to take corrective action as expeditiously as practicable. Upon completion of the corrective action, the Receiver will send a "close out" email to the Affected Party, confirming that corrective action has been taken. The Issue will be considered resolved unless Affected Party sends a reply email to the Receiver within 15 days stating that the Issue remains unresolved, in which case the parties will consult regarding the resolution of the Issue.

20. **DISCRIMINATION:** No person shall on the grounds of race, color, national origin, sex, age or ability to pay, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity operated by Sidekick or the Board of Education, it being the intention of Sidekick and the Board of Education to bind all agencies, disbursing units, or organizations, operating under its jurisdiction and control to fully comply with and abide by the spirit and intent of the Civil Rights Act of 1964.

Sidekick shall not discriminate on the basis of race, color, religion, marital status, age, national origin, ancestry, physical or mental disability, medical condition, pregnancy, genetic information, gender, sexual orientation, gender identity or expression, veteran status, or any other status protected under federal, state, or local law.

In Witness Whereof:

\_\_\_\_\_  
Dr. Ina Maxwell  
Director of Schools  
Cumberland County Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marlene Holton, Director  
Special Education  
Cumberland County Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Justin D. Graham, President  
Deborah L. Curlee Communication Consultants, LLC  
d/b/a Sidekick Therapy Partners

\_\_\_\_\_  
Date

Therapy.Works LLC  
Physical Therapy Services  
Melanie Sherrod, PT  
2665 Lawnville Road  
Kingston, TN 37763  
865-394-0563

January 11, 2021

RE: Proposal for contract with Cumberland County School System for Physical Therapy services provided through Therapy.Works LLC for the 2021-2022 school year.

1. Rate of \$100.00 an hour for a physical therapy evaluation or treatment, write-up of the evaluation, input of assessment, goals and related services in Easy IEP. Rate of \$100.00 an hour for all educationally based physical therapy services provided by the PT to include: consultation with school staff, observation in the classroom, attendance in scheduled meetings, in-services and occasional treatment, PTA (Physical Therapy Assistant) supervisory visits, documentation time, time for obtaining prior approval for insurance coverage and obtaining MD referrals. Direct treatment services will be provided by a PTA under my supervision. The school will be responsible for hiring PTA coverage for the majority of child treatments and if available, Therapy.Works LLC will provide additional PTA coverage for insurance billable clients as needed to prevent grouping treatments. Supervision for a physical therapy assistant via direct supervision, telephone, text message or email will be \$100 per hour. Supervision requirements are described on the attached sheet per APTA TN jurisprudence regulations. Adequate space, evaluation materials, treatment materials and photo copying will be provided by the school system as needed. Travel time between schools will be compensated at the \$100.00 hourly rate. If PT makes a trip to one school only on one day, an additional \$50.00 will be charged to compensate travel for 1.5 hours round trip from office address at 2665 Lawnville Road, Kingston, TN.

2. Daily treatment times for children will be billed to the county. When applicable, insurance will be billed for qualifying children for TN Care (TN Care Select, Blue Care, Cover Kids, Amerigroup, and UHC Community Plan) and private insurance with parent approval. Therapy.Works LLC will reimburse the county \$28.00 for each insurance reimbursed hour billed by the PTA /PT and 100% minus 6% (billing fee) reimbursement for PT evaluations. If insurance denies payment for children treated by a Therapy.Works LLC PTA the school will reimburse \$33.00 per hour treatment plus travel time. The school will be responsible for obtaining insurance company information, TnCare Release forms for therapy services, parent consent to bill insurance, MD referrals and Therapy.Works LLC patient information forms for each child prior to the initial evaluations and TnCare Release forms for existing students at the beginning of the school year. The school will submit IEP and parent consent to bill insurance to all TnCare insurance companies if requested. All appropriate documentation will be provided to the school system SPED department. Any denials from insurance companies will be re-billed to Cumberland county school system SPED department.

3. Payments to Therapy.Works LLC shall be made monthly according to the rates set out above, but only after an invoice is submitted and services are satisfactorily completed and documented.

4. Terms of this contract shall be for the 2021-2022 school year.

Therapy Works LLC  
Physical Therapy Services  
Melanie Sherrod, PT 2665  
Lawnville Road Kingston,  
TN 37763  
865-394-0563

5. This contract may be terminated by either party by giving written notice to the other at least sixty days before the effective date of termination. In that event, the Contractor (Therapy Works LLC) shall be entitled to receive just and equitable compensation for work completed as of termination date.

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Melanie Sherrod, PT

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Date

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Cumberland County Special Education

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Date

(Rule 1150-01-.02, continued)

(2) Supervision.

- (a) Supervision of licensed physical therapist assistants - Supervision, as applied to the licensed physical therapist assistant, means that all services must be performed under the supervision of a physical therapist licensed and practicing in Tennessee. Guidance for the rendering of such services is as follows:
1. The licensed physical therapist shall perform the initial evaluation of the patient with the development of a written treatment plan, including therapeutic goals, frequency and time period of services.
  2. The licensed physical therapist shall perform and document re-evaluations, assessments, and modifications in the treatment plan at least every thirty (30) days. For patients seen longer than sixty (60) days, the licensed physical therapist shall inspect the actual act of therapy services rendered at least every sixty (60) days.
  3. The licensed physical therapist may not supervise a physical therapist assistant that is delivering services at a site further than sixty (60) miles or one (1) hour from the licensed physical therapist. The supervising licensed physical therapist must be available to communicate by telephone or other means whenever the physical therapist assistant is delivering services.
  4. The discharge evaluation must be performed and the resulting discharge summary must be written by the licensed physical therapist.
  5. The licensed physical therapist and the physical therapist assistant shall be equally responsible and accountable for carrying out the provisions of this subparagraph
- (b) Supervision of physical therapy assistive personnel (See rule 1150-01-.01).
1. A physical therapist may use physical therapy aides for designated tasks that do not require clinical decision making by the licensed physical therapist or clinical problem solving by the licensed physical therapist assistant. Direct supervision must apply to physical therapy aides and is interpreted to mean that services are provided under the supervision of an on-site physical therapist or physical therapist assistant licensed and practicing in Tennessee.
  2. A physical therapist may use other assistive personnel for selected physical therapy designated tasks consistent with the training, education, or regulatory authority of such personnel. Other assistive personnel (nationally certified exercise physiologists or certified athletic trainer and massage therapists, etc) must perform the delegated task under the on-site supervision of a physical therapist. The physical therapist shall then co-sign all related documentation in the patient records.
  3. "On-site supervision" means the supervising physical therapist or physical therapist assistant must:
    - (i) Be continuously on-site and present in the department or facility where assistive personnel are performing services; and
    - (ii) Be immediately available to assist the person being supervised in the services being performed; and

Occupational Therapy Services  
Karyn Henderson, OTR/L  
138 Eagle Point Drive  
Rockwood, TN 37854  
865-354-9271

1-19-2021

RE: Proposal for contract with Cumberland County School System for Occupational Therapy services provided by Karyn Henderson dba Global Therapies for the 2021-2022 school year.

1. Rate of compensation for services shall be both for school and 504 billed treatments at \$75 per hour for occupational therapists and \$55 per hour for occupational therapy assistants for delivery of all occupational therapy services including but not limited to: teletherapy, direct treatment, evaluations, re-assessments, consultation, file review, observation in classroom, attendance in scheduled meetings, IEP goal writing and reviews, in-services, documentation time, evaluation write-up time, and supervisory visits, as well as compensation for one hour of travel per day.
2. Medically approved treatments will be submitted and billed to TN Care after appropriate paper work and doctor referrals are provided and any pre-authorizations from the insurance which will be submitted by Cumberland County staff. Any denials from the insurance will be resubmitted to billing to the school.
2. Payments to Karyn Henderson dba Global Therapies shall be made monthly according to the rates set out above, but only after an invoice is submitted and services are satisfactorily completed and documented. Monthly attendance forms will be uploaded on schools preset google document page.
3. Adequate space, evaluation materials, treatment materials and photo copying will be provided by the school system as needed.
4. Terms of this contract shall be from the first day of school until the last for the 2021-2022 school year, including summer therapy as needed to prevent regression of skills for 2021 summer.
5. This contract may be terminated by either party by giving written notice to the other at least sixty days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for work completed as of termination date.

*Karyn Henderson, OTR/L*

1-19-2021

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Cumberland County Schools

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Date