

Contract Committee
February 16, 2021 5:00 PM
Central Services Board Room

1. Call to Order - Mrs. Teresa Boston
2. Moment of Silence and Pledge - Mrs. Teresa Boston
3. Approval of Committee Minutes
4. Sidekick Therapy Partners Contractual Agreement
5. Other Discussion
6. Adjournment

**Contract Committee Meeting
February 9, 2021
Central Services Board Room**

The Contract Committee met on Tuesday, February 9, 2021, in the Central Services Board Room where Mrs. Teresa Boston called the meeting to order at the approximate hour of 5:00 p.m. She welcomed everyone to the meeting and appreciated everyone for attending.

PRESENT:

Mrs. Teresa Boston, District 8
Mrs. Rebecca Hamby, District 7
Dr. Ina Maxwell, Director of Schools
Mr. Earl Patton, Attorney
Mrs. Stephanie Barnes, CAO

Mr. Jim Inman, District 1
Mrs. Anita Hale, District 4
Mrs. Kacee Harris, CFO
Mrs. Marlene Holton, SPED Supervisor

ABSENT: Robert Safdie, District 2
Stace Karge, District 9

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

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

MOTION: Carried Unanimously

4. **Elect a Committee Chairman**
Hamby nominated Boston for the chairman position. Boston accepted.

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

MOTION: Carried Unanimously

5. **Sidekick Therapy Partners Contractual Agreement**

Boston introduced the contract and asked Hamby if she had a chance to review. Hamby confirmed she did and would like to make a motion to approve. Boston said, “Before you do that. You can make a motion and I will second it, but I want to open the floor for discussion. Boston continued, “Mrs. Holton and I have discussed this contract in length today and I have just a couple of questions for Mrs. Holton and to clarify these. On page 2 of this contract and number 3 it says, “any sidekick occupational therapy services will be provided by a qualified occupational therapist and certified and licensed by the board of health”. My understanding from Mrs. Holton that the only thing that Sidekick is providing to us is speech therapy. Am I correct on this?” Holton responded, Yes, that is correct. They put it in there in case we have the need for additional OT and PT services that we have that option in the future. At this point

it is not our plan to use that portion of the contract. They just put that in there if we need it.” Boston asked, “So its ok to leave that in there even though we aren’t utilizing those services?” Boston asked Patton to address. Patton responded, “I think as long as both the parties are of the understanding that the only thing that Sidekick is providing is Speech and Language Pathology services. I think its ok that the language is still in there. The only detraction is from the standpoint that it may cause confusion. If neither side is confused about what is being provided, I don’t necessarily have a problem with that language being left in.” Boston said, “Ok, I just wanted to clarify because we are, the next two contracts deal with our PT and OT. Sidekick’s is one lump sum that provides all services, should we need them.” Patton said, “I was confused by that in fairness.” Boston said, “Then on page 3 Sidekick provides services for TennCare students only. Is that correct, Mrs. Holton?” Holton confirmed. Boston continued, “We have a speech therapist that provides for the other students?” Holton answered, “We have speech language pathologist assistants that are supervised by an SLP that will provide services to the other students.” Boston asked, “Who is the SLP that provides the supervision?” Holton responded, Sara Ramsey.” Boston inquired, “And she’s employed by us?” Holton replied, “Yes, at the district level.” Boston said, “Earl, here is where the language comes in. At the very bottom of page 3 it says the Board of Education will refer all TennCare students at school locations to Side kick for services that can be billed to TennCare and will not serve such students with its own employees. If we’re saying that Sidekick offers this, and this contract says we will refer those students to. Is that going to be a conflict?” Patton responded, “I’m not sure I understand the question. My understanding is that Sidekick is going to be offering SLP services for all students referred or all students eligible for TennCare services.” Boston agreed, “Right! But this contract also says occupational therapy and physical therapy will be provided in this contract on page 2. Then it says the Board of Education will refer all TennCare students to Sidekick. See what I’m saying, is there a conflict there that says we have to refer those students to Sidekick?” Patton responded, “I see what you are saying. The contract could be read that way and you are right to pick up on that. That is where the mention of OT and PT services maybe should be taken out and be clarified. I think that it makes sense to alienate in this contract exactly what Sidekick is providing, exactly what we are anticipating they’re going to provide. I understand that these contracts get developed in an effort to cover all the bases that might need to be covered, but sometimes we are covering all of those bases in a blanket contract. It does create some confusion. As I read the contract, I’m thinking ok this Sidekick is offering some PT, some OT and SLP services, in fact that’s not the case. I certainly would not mind taking a shot at cleaning that up and clarifying what is provided.” Boston said, “We’re getting ready to sign a contract saying we will refer these students to Sidekick and then right behind it we are entering in to two more contracts that says the same thing for PT and OT services. You can’t do both.” Holton suggested, “Would it clarify if we put “Board of Education will offer all TennCare students for speech services at the school locations to Sidekick for services” Boston responded, “I don’t mind how its worded, I just want to make sure that we don’t bound ourselves. I mean Sidekick could come back once we enter this contract, Sidekick could come back and say hey, we entered into a contract that says you will refer all those students to us.” Holton agreed and stated, “We can take out the OT and PT on page 2. We can remove that it’s no big deal because we don’t plan on using those services.” Boston said, “What I would like to do is take the Sidekick, if Becky will agree with me, is take this contract and let Earl get with Mrs. Holton and clean up the language just a little bit.” Hamby said, “I’m fine with that.” Boston said, “Because we can call another contract committee meeting at your convenience and get this approved. I just think the language in this contract needs to be looked at a little closer so that we don’t bound ourselves to two contracts offering the same services. Does that make sense, Earl?” Patton agreed, “It does.” Boston said, “While we’re at it look on age 5 under v, The 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 permanent Primary Supervisor SLP. Is that the SLP that we already have on staff?” Holton responded, “For the medical board license for SLPA and SLPP we have to have a primary supervisor and a secondary supervisor. What we have done is our SLP, in the county, Sara Ramsey, has agreed to supervise. We have to have a secondary and Sidekick has agreed to be the secondary. But what they are saying is if something happened to Sara, that wording means that they only hire SLP’s so they don’t have the supervision activity that they would require, So,

if something happens to Sara Ramsey they want us to try to hire a SLP for our district, which we would try to supervise those SLPA's. Boston asked, "So that does not bound us to hire an additional person, we have that person in place?" Holton agreed. Boston continued, "So could we reword that as well? If we could cleanup that wording, because we have someone in place. That is not binding us to hire an additional person." Holton clarified, "In that first sentence "In the event the SLPA is unable to provide supervision for a prolonged period, so they are saying in the event something happens to Sara Ramsey, they would do it for three weeks, but not after that. We can clean that up." Boston said, "If you and Earl could clean that up so it is clear. On page 6 under 10 "if for any reason there is a denial in their TennCare coverage, that it would be the board's responsibility to have its own therapist incorporate such child into its own school case load. Is that referring to speech language as well? Which we already would. Is that correct?" Holton agreed. Boston said, "If they are denied on TennCare we would have to serve them. Is that correct?" Holton agreed and said, "I think they're talking about, sometimes a parent won't fill out the TennCare information and sometimes a student is dropped without us knowing it. Just as soon as we find about it, we would switch their paperwork." Boston said, "If we could, Earl if you and Mrs. Holton could clean this up. Just so we are not bound to two different entities for the same service. Is that ok with you Mrs. Holton? We will refer this contract back to Earl to clean up the language a little bit, which does not bound us for two contracts for the same service." Boston made a motion. Holton mentioned they would like to get this approved before the next board meeting and Boston said, if you can get the language cleaned up, we can proceed with it on the next board meeting.

VOICE VOTE: Boston (mover-yes)
Hamby (seconder-yes)

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

6. Therapy Works, LLC Services Contract

Boston said, "Next on the agenda is Therapy Works. This is our PT and PTA services for our students. I didn't find anything in the contract that didn't like, and the wording looks alright to me. We have PTA's the way I understand it she does the evaluations and supervises our PTA's is that correct?" Holton confirmed it is correct and that she provides some direct services as well. Typically, they just supervise the PTA's." Patton said, "I didn't find anything bothersome about it its sparse as some of these contracts are." Boston said, "We have been using these particular services, I think you said, 5 years and it is same contract. I make a motion to approve the contract."

VOICE VOTE: Boston (mover-yes)
Hamby (seconder-yes)

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

7. Occupational Therapy Services Contract

Boston introduced the contract and said I think this is the global contract. She uses her own employees, she provides all the services, she just bills us. Is that correct?" Holton responded, "She bills us and TennCare. She privately bills TennCare so there is no reimbursement. She bills TennCare directly and we pay her for non TennCare students." Boston asked, "She bills the district for those services she provides for the students that are not covered by TennCare?" Holton agreed. Hamby made a motion to approve.

VOICE VOTE: Hamby (mover-yes)
Boston (seconder-yes)

VOICE VOTE: All Ayes
MOTION: Carried Unanimously

8. Other Discussion

9. Adjournment –

VOICE VOTE: Hamby (mover-yes)
Boston (seconder-yes)

VOICE VOTE: All Ayes
MOTION: Carried Unanimously
(The meeting was adjourned at the approximate hour of 4:50)

Dr. Ina Maxwell
Director of Schools

Mrs. Teresa Boston
Chairman of the Contract Committee

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 **Speech & Language** 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 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.

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.

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 Speech & Language 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)

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 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

2/10/2021

Date