

Board of Education
June 9, 2022 4:30 PM
Central Services Board Room

BOARD MEMBERS:

1. Call to Order - Mrs. Teresa Boston
2. Moment of Silence - Mrs. Teresa Boston
3. Approval of Meeting Minutes
4. Board Attorney Contract
5. Stellar Therapy Services
6. Sericia Seiber/Speech and Language Services
7. Sidekick Therapy Services
8. Karyn Henderson/Global Therapy
9. Volunteer Behavioral Health Project Basic MOA
10. Volunteer Behavioral Health Positive Action MOA
11. Volunteer Behavioral Health Project Anchor MOU
12. Volunteer Behavioral Health/TN Dept. of Mental Health and Substance Abuse Services MOU

13. Centerstone of TN Therapy Services MOU
14. Other Discussion
15. Adjournment

**Contract Committee Meeting April 14, 2022
Central Services Board Room**

The Contract Committee met on Thursday, April 14, 2022, in the Central Services Board Room where Mrs. Teresa Boston called the meeting to order at the approximate hour of 4:00 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
Mrs. Stephanie Barnes, CAO
Mr. Robert Safdie, District 2
Mr. Jim Inman, District 1
Ms. Anita Hale, District 4
Mr. Earl Patton, Board Attorney
Dr. Rebecca Farley, Pre-K-Elementary Supervisor
Kim Bray, HR Director
Stace Karge, District 9
Dean Patton, AD

ABSENT:

- 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) Safdie(seconder-yes)

All Ayes

MOTION: Carried Unanimously

4. Repair and Maintenance of A-4B aircraft

Boston introduced the first agenda item.

Boston: I have looked at this, Earl has looked at this, Mr. Ridley has initially approved it, right Mr. Patton?

Patton: Correct.

Boston: In reviewing it of course one last time there were just a couple of items that I wanted to add to it. I think I've given everybody a copy of the additions. If there's no objections in looking at these, the additions that any and all funds' monies donated to the Cumberland County School District for benefit of the maintenance and repair of aircraft shall be used for that purpose. And then we shall reimburse the City of Crossville for the funds that they have expended. It will be a reimbursement which is what Mr. Wood had asked us to do, up to \$8000.00 or otherwise

approved for the Cumberland County Board of Education. If there was anything else that they had expended, it would come back to us.

Patton: One question.

Boston: Yes?

Patton: Ms. Nettie, is there a separate contract for that?

Boston: I don't really think there's a maintenance contract for Ms. Nettie. That plane, Greg explained it to me. That's not donated to us. We got it, 4-5 years ago they came to us and said Ms. Nettie, you're going to have to make some...but I think we did that.

Patton: Ok. The only thing that I'm worried about, and you sent this to me earlier and I told you before this meeting that I'm fine with this. Is there any chance that this initiative that we have that would bring in money for maintenance continue to keep this plane up, could be expanded to also maintain, if we establish a budget for the maintenance, can we also use the funds for the other plane?

Boston: Well, Mr. Hall has started a fund. The donations that are coming in will be used for the maintenance for the jet and for Ms. Nettie. But the only contract that we have to have with the City of Crossville is for the jet.

Patton: Will number 1 of your corrections maybe be problematic from that standpoint?

Boston: How? The donations that come in-I see what you're saying, that eliminates Ms. Nettie.

Patton: Which, we can fix that. Let me say this. Mr. Ridley has approved the contract without that provision. If we just include the 2nd provision that doesn't mean that we won't use the money for the intended purpose.

Boston: Does that necessarily have to be in there?

Patton: I think if it's silent for this issue, it could be used for both.

Boston: The account that they have right now is to at this moment is to repair the jet. But for future maintenance and repair, Ms. Nettie would be incorporated in that. I'm not opposed to omitting number 1.

Patton: I think that's the thing to do in this case.

Boston: Ok. Just leave in number 2.

Patton: Add number 2 to the contract, and I can add that and send you a draft first thing in the morning.

Boston: Look at number 1 on page 2 Earl. To the extent that donated funds and labor does not cover the cost of repairs the aircraft currently requires. School Board will endeavor to pay the same. Do we leave that in there? And just omit my number 1 and add number 2?

Patton: You're saying use number 2 of your correction to replace number 2?

Boston: No, just add it in there. Just add my number 2.

Patton: Correct.

Hamby: And just leave the number 1 and 2 that's in there already and just add yours in?

Patton: Yeah, that's fine.

Boston: Will that work?

Patton: I think so.

Boston: Now, on number 2 of the contract, School Board will additionally develop. Do we need to put additionally, or School Board will develop?

Patton: I mean additionally is superfluous, it is. So, I'm happy to remove that.

Boston: I'm going to ask that my number 2 be added and then leave the remainder of it because Will has already approved.

Inman: This agreement is just for the 1 aircraft out in front of the school?

Boston: It's for the one that they have a contract with, with the Department of Defense.

Inman: Ok, so who do they have a contract with, with Ms. Nettie?

Boston: I have no idea. I've never seen a contract.

Inman: I don't either. I think they have some kind of agreement with the Air Force. I'm pretty sure that is where that one came from. Ms. Nettie came from the Air Force. Back several years ago, she was in bad shape, and we did all kinds of fundraisers. The pad where she's at, we sold the bricks and that's where we got the money from. Ms. Nettie was sent off to people who do repairs on aircraft. They fixed her up and brought her back.

Boston: This contract right here has nothing to do with Ms. Nettie. This is just with the Department of Defense which is where we got the jet.

Inman: It's a marine jet. I remember seeing it when they were putting it up. It had on it US Marines. I'm assuming the other contract would have to be with the Air Force.

Patton: We could do this similar thing with this contract, should that issue come up. I think the purpose of this contract is to offer some assurance to the City to recognize that this is our baby. Even though the Defense Department has decided...and I'm not exactly sure why they are not able to negotiate and contract directly with school system. I know it had to be a municipality that they contracted with and so this is really more of a matter of us showing good faith to the City to say we recognize you're doing us a solid and we're going to be good for it.

Boston: And I'm not sure if the City has a contract on Ms. Nettie.

Patton: I don't know the answer to that.

Inman: I'm pretty sure we had to get permission from the city to take her and send her off and have her fixed and bring her back.

Patton: That's something we need to look at.

Boston: We do need to look. If we had to get permission from the city to send Ms. Nettie off, they didn't pay anything on that. Cause Jane Way was kind of spearheading that fundraiser.

Inman: No, it was all fundraisers. Yes, Ms. Jane and Ms. Graham.

Boston: I will call Greg and say is there one on it?

Patton: I'll find out. I'll do a little digging there and see if I can find out.

Boston: Did we get Ms. Nettie way after we got the jet?

Inman: No, before. Ms. Nettie came in 1962 or 63. They named her Ms. Nettie after the young lady, she wrote to Senator Gore and wrote to everybody since we were changing and had the name the jets, to donate one. That's why they named her Ms. Nettie. Nettie Smith I believe it was. She has been with us since 1962-63.

Boston: That's the only changes that I got.

Safdie: Do you need a motion?

Boston: I do.

Safdie: I'll make a motion to place number 2 in the contract. Motion to approve the contract with the editorial adjustment by placing number 2 in the 1st, 2nd or 3rd position, whichever our attorney deems appropriate.

Hamby: I will second.

Boston: Ok. Any discussion? If not, all in favor say aye.

Karge/Hamby/Safdie: Aye.

Boston: All opposed? Ok.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

5. Benchmark Athletic Trainer Services

Boston introduced the contract.

Boston: This is a renewal, right? We've done this as long as I can...

Maxwell: And Mr. Patton is here should you have any questions.

Boston: Are there any changes to it?

Dean Patton: I don't think so. It's the same thing as far as what they are offering. If there are any changes, it's just in wording that was inconsequential. They are offering a service and it's free to us except for a couple of end kind promotional things.

Boston: I didn't see anything out of the ordinary. Mr. Patton?

Hamby: I'm going to make a motion that we approve.

Safdie: Second.

Boston: Any discussion? All in favor?

Karge/Hamby/Safdie: Aye.

Boston: All opposed? Ok.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

6. MOU between Mr. Holland's OPUS Foundation and CC Schools

Boston introduced the contract.

Maxwell: This is an opportunity for our music teachers, and Dr. Farley takes very good care of our music teachers and she's here and can answer any questions that you might have.

Farley: This is part of the Department of Ed's state of the arts program that they started. If you look on the second page, I've highlighted for you exactly what Mr. Holland's OPUS will do for us. They will survey our teachers, kind of get a feel for what they need as far as professional development and our programs, what we have, what we don't have. One example that they always give is some school systems don't have an inventory program to inventory their instruments. Mr. Holland's OPUS would find that out, through their survey that they will do of our teachers and then they would develop an inventory program for them to use. They survey our teachers, get their input and its art, music, performing arts, all of those teachers. Then, they will give us the information for that and help us to arrive at a plan. What we do with the plan is obviously up to Cumberland County schools. This is at no charge to us.

Karge: Move to approve.

Hamby: Second.

Boston: Any further discussion? All in favor:

Karge/Hamby/Safdie: Aye.

Boston: All opposed? Perfect. I just didn't understand it. That's been approved.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

7. Amended Volunteer Behavioral Health MOU

Boston introduced the contract.

Boston: Ok the MOU Volunteer Behavioral Health, this is one that...

Maxwell: This is one that the committee previously approved. It went to Volunteer Behavioral Health System and they requested to add in the FERPA, HIPAA compliance and confidentiality. Letters F through L.

Boston: So, we've approved this?

Maxwell: Yes, we have approved this contract before. The contract committee did and the board but then when it went back to Volunteer Health, they wanted this added. This addition.

Boston: How often is Volunteer Health in our school systems?

Maxwell: I can't answer that. Dr. Maddox couldn't be here this afternoon and Mr. Magnusson is away. I don't know.

Boston: Ok, but they are available if we...

Maxwell: Yes.

Boston: Do we call them in, or do they voluntarily come in?

Maxwell: It's my understanding that we call them in to assist our students, but they also come in if a student's family has contracted with them for services.

Boston: Ok.

Hamby: I make a motion that we approve.

Safdie: Second.

Boston: Any further discussion? All in favor?

Karge/Hamby/Safdie: Aye.

Boston: All opposed? Ok.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

7. New DOS Proposed Contract

Boston introduced the contract.

Karge: I've got a question or comment, I don't know which. I was reading the contract, but my hesitancy is that we haven't established a rate. It's kind of like we are offering you this contract but whatever you think.

Boston: No, that's what we're going to do here today.

Karge: We're going to come up with a rate today? Cause I know last time we did it in front of the whole board.

Boston: We're going to make a recommendation but we're going to start the discussions on it. And go from there.

Safdie: Have you talked to him?

Boston: I did. I talked to him a couple of different times.

Safdie: So, describe what the conversation was like and his responses.

Boston: Ok, I called him Tuesday afternoon and told him how the board had voted. He was in the middle of some kind of banquet, so I only got him for about 5-10 minutes. He accepts the position. I told him that the contract committee was meeting on Thursday to start looking at a contract and as soon as we got the draft, we could send it to him and then we would begin negotiations. Earl and I started Wednesday morning trying to compile this contract. I don't think we're in a real big hurry as long as we sign something before June 15th, we're in good shape. I think he's a little bit more anxious to kind of get things underway so he can finish out his year and let his director of schools know. I talked to him again yesterday and he has met with his Director of schools, so they are perfectly willing to work with any schedule that we deem appropriate. We just need to let him know. That's the jest of it. He currently lives in Overton County. He does plan on relocating to Cumberland County. Once the contract is in place. He was going to try to start looking and, over the course of the summer, relocate. That was the jest of our conversations. He is a divorced person. He has one daughter at UTC in Marketing. He seemed very proud of his daughter. That was just the general conversation.

Safdie: Thank you.

Boston: You're welcome. Everybody has reviewed the contract. This is essentially what we had with Janet, what we had with Dr. Maxwell. Did we add anything to it?

Patton: There is one paragraph.

Inman: You added D under duties.

Boston: Ok, we changed on page 4, D, on the transfer. The updated code is 49 2 203 (a) 13. Is that, on page 4?

Patton: Yes.

Boston: It is number D. That code has changed, and it is now 13 in the code. We'll fix that. I think to initiate discussions and on page 1, up in the first paragraph it's says a director@ or director of schools. What does that mean?

Inman: I think that's just a typographical error. I went through and highlighted a couple of things that typographical errors, but they need to be changed. That was one of them. The one I was talking about was down on page 1.

Patton: I apologize for that folks. That's an anomaly of my Word program. Sometimes when I open things on my computer from our server, it gets quotation marks mess up and that's how they always end up looking. So, Director is supposed to have quotation marks instead of it being a capital A and the @ symbol. So, when I sent that, that's all that is.

Boston: Ok on page 1.

Inman: On page 1, D, down at the bottom. Y'all added that one cause that was not in the other contracts.

Boston: Yes, yes, we did.

Inman: Just out of curiosity, I don't have a problem with it, why did you all think that it needed to be added.

Boston: So, that he understands it's in the contract that we foster that. That he-an attitude and a respect of the staff or the authority of the board. That's not always been the case. And, if that's in the contract then he knows that's part of it. That's not in the statute anywhere, that's just part of Cumberland County.

Inman: Like I said, I don't have a problem with it as long as he doesn't have a problem with it. To me, it's just part of the job.

Boston: Should be. Should be. But sometimes if it's black and white, you understand it.

Safdie: I don't have any problems with it, I just never found that a Director of Schools, I'm going to retract what I was going to say.

Hamby: I have a question about the contract length. I know that we can do a 2-, 3- or 4-year contract.

Boston: We can do a one-year contract. As long as he does not extend 4 years.

Patton: Beyond 4 years.

Boston: Beyond 4 years because of statute.

Hamby: I would just feel more comfortable if we did a 1 or 2-year and not do a 3-year to begin with.

Karge: I understand your point, my only thing is if someone is relocating from Overton County and he's only going to be here for 1 year-I wouldn't sign it.

Safdie: I would prefer a 4-year contract actually.

Patton: From experience, having gone through this a number of times, the other side of that, that's part of it. Relocating. But another part is someone coming into this position fresh, they feel like they need more than that to make the kind of difference they think they can make. Changes aren't instantaneous.

Hamby: Well, I wouldn't really want to go 1 but 2 year, I would be more comfortable with. I can understand not going a 1.

Boston: Well, for that position with the experience that he's had, he's not really going to get grips to exactly what needs to be done till after the first year.

Safdie: Yeah, and if we go with a 3-year contract, we can always extend it. We're allowed by law to extend it.

Boston: You can extend it, yes. You cannot...

Safdie: Extend it beyond 4 years.

Boston: Not without renegotiating the contract. I would prefer probably a 2-year contract, but I'm ok with 3. 3 seems to be a good scale. But if we gave him a 2-year contract we can always go back and extend it 2 more years.

Hamby: That was my thought, that if we wanted to extend it, we could extend it.

Boston: Right. Then I don't have a problem with that.

Karge: I think you lose some negotiating power if you take it down to 2.

Boston: How?

Karge: Again, if I'm going to uproot my life for a 2-year deal...

Boston: I think it gives us negotiating powers because if we make it a 2-year contract, he's welcomed to come back to us and say I want a 3-year contract, I want a 4-year contract. And then we get some idea of what he's expecting.

Safdie: I was on the board when we offered, this was prior to Ragsdale, a long time ago, offered 2-year contracts and they were turned down.

Boston: Well, in 2 years, if it's going to take me 1 year to really get a grip how to do...the board can give him an additional 2 years to see what he's going to do. So far, we've not been...I think Janet was here what, 4 years?

Inman: She had a 3-year contract and we extended it 1 year.

Boston: Ok, so she did have 4 years. I'm fine with either one.

Karge: I'm not comfortable with anything less than 3.

Inman: I think we ought to stick with 3. It's what we've done in the past. Stay consistent. I'm like Stace, I don't think anybody would want to uproot their whole life for a 2-year contract.

Boston: I really don't think he's uprooting his whole life. Now, if he were moving from West Tennessee, I get it. But he's moving from Livingston.

Inman: Well, if he owns a house, he's got to sell it.

Boston: Now, that I did not find out. He just said he was going to start looking for something. He may own a farm and keep it. He said he lived right over the line in Overton County. If he owns a house and 5 acres or 20 acres there, he may keep that and just rent something in Cumberland County that would be his residence. He didn't say and I didn't ask. He did make the comment that he would be relocating to Cumberland County.

Inman: I didn't know where he lived at. I assumed he lived in Putman County and I thought that might be a sticking point if he just lived in Putman County it wouldn't be that long of a drive. I'm glad he's decided to go ahead and relocate cause that's what needed to be done.

Karge: My thought is, if he's relocating, that is a show of good faith on his part that he wants to be a part of the community and wants to come here and wants to have some longevity. That's how I read that. If he was feeling out the waters, I would stay where I'm at. That's where I still come back to and this is also coming from where I've taken jobs and I've had to relocate and even when you're relocating across town or 2 counties away, it's still a lot. My heart kind of tugs at that. It's a lot to weigh.

Safdie: It's an issue of good faith for the board too. Offer a gentleman a 2-year contract and they go, well you don't have a lot of faith in me. 3 years seems like a good compromise.

Boston: I don't have strong feelings either way.

Karge: I move to approve the contract, pending salary.

Inman: Hang on, we've still got a few things. I'll go ahead with some of the things that I saw. Number 6 on page 2-we just need to fix that date. It says 2021.

Patton: I didn't even notice that.

Inman: Yeah, well, it was just an oversight.

Boston: It will begin 2023. He comes in under this contract new. Next year if he gets any increases.

Inman: But it will start in 2022.

Boston: Our budget is already set.

Inman: Ok, yeah, 2023. I just knew it wouldn't be 2021. My next one is number 11 on page 3-board accepts and acknowledges Director=.

Boston: It will be cleaned up before.

Inman: It says accrue vacation and sick time that "she". We need to change that to a him.

Boston: All the he's and she's need to be...

Inman: I think that's the only one.

Patton: It is.

Barnes: Number 4 compensation-for the months in which "she" was employed.

Inman: I missed that one.

Patton: I will fix all of them. I'm sorry, I was just me hurrying. That's what we're here for.

Inman: Back to number 11, are we going to let him transfer his accumulated sick leave from Putnam County? We'll have to change that to Cumberland County. Usually that's what you do. You have a teacher transferring, if they've got accumulated sick leave, you transfer it.

Boston: Not accumulated vacation but accumulated sick.

Inman: I don't think he would have any accumulated vacation because he would be just like a regular high school teacher. And they only get 2 sick leave days a month, or personal days.

Boston: So, do we take out vacation? Accrued sick leave that he has accumulated during his employment with Putnam County?

Inman: Well, I don't think he'll have any vacation. I would take it out and then if he does have some by some chance, we can let him negotiate it.

Boston: So, take out vacation and put Putnam.

Inman: Then, on number 14, it says renewal of employment contract. It says the first day is March 2023, that should be 2025, shouldn't it?

Hamby: That would be when we renegotiate, renew, whatever.

Inman: If we do a 3-year contract, if that's saying if he's not been notified by that date then it's null and void. So, that would be at the of the contract.

Boston: So that would be '25?

Inman: Yes ma'am.

Boston: Earl, are you making notes?

Patton: Yes. Got it.

Inman: On page 4, Tenure, same thing-it has she and need to do Putnam County. That was everything that I saw.

Boston: We've got a change on number D, that 49-2-201 (a) 13, right?

Safdie: Can we go back to that one about Tenure? I always thought, regardless of a teaching experience from another school, that when a position of Director is hired, the tenure rights don't apply to that Director.

Boston: But the retirement does.

Safdie: The retirement does.

Boston: So, they continue to accumulate their tenure, that affect their retirement.

Safdie: But does that require us to suppose that this board elects not to rehire him as Director, does that mean we have to employ him as a teacher?

Inman/Boston: No.

Inman: Not according to the contract.

Patton: I want to look at that contract provision. I think you bring up a valid point. My thought is that provision is there because this contract and most of the others that I've prepared in the past have anticipated the possibility of a transfer of the Director to a different position. You continue having to pay the Director the same contracted salary that you've bargained for. But I think that piece is there to acknowledge that prior to coming into this position that they had tenure and would keep tenure in the event that you transferred them. So, in this situation, because you're hiring somebody from a different system, I'm not sure...

Inman: Well, legally if we hire a math teacher from Putnam County and they've got 20 years' experience and they've got tenure, legally we are allowed to give them tenure as soon as we hire them if we so choose. Or, we can say, no you start over.

Boston: Who makes that call?

Inman: I'm assuming the board does.

Boston: Have we ever had that? I don't ever...

Patton: So, that might be a piece that bargaining...

Bray: No, not since I've been here.

Inman: Well, we have had that too. Now it may have been before her. Mr. Maddox. He was here, he stayed here, I think he got tenure here and then he moved away.

Bray: That's different.

Inman: That's different? Ok, he came back, and we gave him tenure.

Bray: We've had other people that have done that. Normally they have to do a 2-year probationary period. Then they regain their tenure.

Boston: So, the board doesn't do anything?

Bray: It's just you approve it, like there were people last time and they regained their tenure, and they were done the same night. Like Mr. Buck, Mrs. Holton.

Hamby: I remember that.

Patton: As a matter of good faith in this contract you could say the board, grants tenure to this person with the Cumberland County school system. You could.

Safdie: Well, that's right, but I don't agree with that premise. He's coming in as the chief administrator, although he's had teaching skills and administrative skills at other schools, that doesn't seem like it obligates us to say, "you work for us and we're going to apply state laws of tenure to you, which means when we dismiss you or not renew your contract, we've got to put you in a teaching position or another administrative position."

Boston: Or have an excellent reason to terminate.

Inman: Well, we've got down here, reasons for termination. We've got all the different ways to do it but I'm like Robbie, I don't think tenure actually matters when you've got a contract like this right here. Cause when you decide to terminate for cause...

Safdie: Or not even cause.

Inman: Well, if you decide not to renew the contract, they're gone.

Patton: I don't think it affects how you treat them as Director of Schools. What I think doing that would offer, is some assurance, if this board decides year 2, we don't like what you're doing, we're going to transfer. That means you've got to place me unless you've got a darn good reason to get rid of me.

Inman: Well, if we transfer, we transfer back in the classroom or maybe as janitor over here and we'll have to pay him the same amount of money. I understand what you're saying. If we give him tenure, we'd be obligated. If we transferred him to the classroom, then we'd have to give him tenure.

Patton: I think that's all it would mean. That's all I'm saying.

Safdie: Can you rewrite number 18?

Boston: To say what?

Safdie: To imply that we are not obligated at the end of his contract to hire him in a tenured position.

Patton: Let me stop you there. If that's what you want, let's just take that paragraph out.

Inman: Yes, I started to say all we have to do is take it out.

Patton: You'd be better off saying nothing. Essentially what you're saying in the contract is don't even think about tenure.

Boston: I guess I'm missing the point.

Safdie: If we accept the premise that he has tenure, when his contract ends, he is immediately transferred to a rank, where he can continue his tenure in the school system.

Inman: He would go in as a classroom teacher.

Boston: When this contract ends, the board of education's obligation to him is done.

Patton: Let's get rid of that paragraph.

Inman: Yes, that's all we've got to do is get rid of the paragraph. I think the only reason this paragraph is in here was because the last 2 Director of Schools was from Cumberland County.

Patton: That's exactly it.

Barnes: They are already tenured to our county.

Inman: Yes. The last 2 Directors that we've had both came up through the school system and they both had tenure in Cumberland County and I'm sure that was in part to protect them. If we decided to transfer them back to the classroom, then they still would have had tenure.

Boston: This is the way I read it, and I don't care. The Director shall retain such tenure rights as he has acquired to date, as a teaching professional in the Putnam County School System. So, if we change that to Putnam County, he's retained his tenure. But why do we even need it?

Barnes: We don't have control over Putnam County.

Inman: All we can do is transfer and say you've got tenure. And we don't need that because we've got a contract.

Boston: Well, when his contract ends, Cumberland County would not be obligated to hire him.

Hamby: Yes, we need to do away with number 18.

Inman: I don't think number 18 is needed. Because you've got a contract. Like I said, I think that was only in there to protect the 2 that we had from Cumberland County. So that they could go back to the classroom if need be.

Safdie: If for some reason, his contract isn't renewed and he says I've really enjoyed Cumberland County, this is a wonderful school, I'd like to apply for a teaching job, then we can consider a contract with him and give him credit, what we'd do with any teacher that comes from another system.

Boston: Again, he's in Putnam County and he's got tenure. He's the Director of Schools and he's under contract, where tenure does not necessarily apply. Then his contract ends and he decides to go back to wherever, in the classroom, as principal, whatever. What happens to his tenure then?

Bray: Tenure is county to county. His tenure is with Putnam County. The way we currently do it today, his tenure would start in Cumberland County the day he came to Cumberland County. Now whether we would want to count his years as Director, that would be up to you folks. But if he were a classroom teacher, he would start over again in Cumberland County, and have to put in his 5 years, get his 4's and 5's to meet the tenure law. Tenure goes by county, it's not something as a profession.

Boston: Let's take it out.

Inman: I'm pretty sure it's state law that you're allowed to transfer tenure, but in this case, he doesn't need it because he's got a contract. Right, Mr. Patton?

Patton: You're correct from....

Inman: The only reason for tenure is protection. He doesn't have to have protection because he's got a contract. We're stating these are the way that we can terminate the contract so he doesn't need tenure.

Boston: Ok, so he doesn't need tenure, but doesn't his tenure pick back up after his contract?

Safdie: If he goes back to Putnam County, they can give him that opportunity.

Patton: With all due respect Mr. Inman, and I'm not advocating for this Director, I'm advocating for the Board. But to your point, to say he doesn't need tenure is misplaced. Because,

again, if this board decides to transfer, put him in a teaching position, if we say in his contract that he has tenure, that his tenure transfers, then he has it from that point. In order to terminate him, we'd have to follow the tenure rules. That's all that I'm saying.

Inman: But, in the contract, it states that we transfer him, say to a teaching position somewhere, we still have to pay him his pay and his insurance just like if he was Director of Schools through the end of the contract. At that point and time his contract is over.

Patton: Correct.

Inman: So, we don't need tenure for him.

Patton: That's fine. This committee can recommend anything as far as that goes.

Safdie: Are we all in agreement that 18 can be removed? Let's just remove number 18.

Inman: That's all the stuff that I had.

Boston: Ok. And Earl, you've made all the changes that we've proposed?

Patton: Yes, I've written all of them down and I'll get a corrected draft tomorrow.

Boston: That's fine.

Safdie: I am not opposed to giving him some money for moving. I'm not opposed to that. But that's something the board, whether or not that's negotiable.

Boston: I say leave it alone. What I talked to Kacee about today-there's currently \$7000 in the budget for the Director of Schools for expenses. I think to date you were at \$1400?

Maxwell: I just used it for the TSBA Conference.

Boston: Exactly, we had like \$5500 left. If he were to come back and say I'd like to hire movers to move my furniture from Overton County to Cumberland County, then I say let him come back. But that money is there for expenses that we can pull from, should he come back and say. I'd say let him come back. That's my thoughts.

Safdie: Ok.

Inman: Do all want to suggest that we offer him \$110,000.00? In my view, if we're going to offer him \$110,000.00, he can pay for his own moving.

Boston: Here's what I did-I talked to Kacee today. And we offered Ms. Graham \$105,000.00. She came into the contract at \$105,000.00. We offered Dr. Maxwell \$107,000.00 and so what I'm thinking-Dr. Maxwell had more education; she had more years of service. Ms. Graham had more experience, and she was even lower but that was years ago. I'd like to stay-and here's my reasoning behind it-it's 26 years of experience and he is only assistant principal since 2008 and principal for the last 10 years. He's never had any administrative experience whatsoever. He does have his EdS.

Safdie: Central Office experience.

Boston: Supervisory, whatever. He's at a principal level. It's different when you come to Central Office. I'd like to stay with offering him \$107,000.00.

Patton: I'll say this, your Director has to be the highest paid employee.

Boston: And we've done that. We calculated that up today.

Patton: Ok, alright. Someone told me that we had an employee that was going to hit \$107,000.00 this year....

Boston: No, \$106,000.00.

Patton: Gotcha.

Boston: They are going to hit \$106,000.00 and then next year, when and if we get to give raises, the raises will apply to both, and he will remain the highest paid employee that we've got.

Safdie: Do we know what his current salary is?

Boston: I do not.

Karge: I made this comment when we were negotiating with Dr. Maxwell and I'm going to make it for the same reason. We are hiring him to do the Director job, regardless of what his experience was. He's going to be the Director and I believe that we should offer him the position at what our current Director's salary is, as all things being equal. And for that exact same reason.

Boston: I believe she's at \$110,000.00 now after 2 years of raises.

Karge: I believe that should be the Director's salary. The Director is the Director.

Boston: But he's coming in...

Karge: It doesn't matter.

Boston: He doesn't have 2 years of experience. Yes, it does.

Hamby: It most definitely does. He has no experience.

Inman: Well, I understand where you're coming from.

Boston: If we offer him \$110,000.00 and he tries to negotiate that, we have to go up.

Inman: Yeah, I'd feel more comfortable with starting at \$107,000.00 or \$108,000.00 and let him try to negotiate up if he wants to negotiate.

Boston: There again, if he wants the job...

Inman: I've never felt comfortable bringing someone in new and starting them out at the same amount that the person that's here, that's got experience...

Boston: That's worked for it for two years.

Inman: If we start him out at \$107,000.00 or \$108,000.00, right at that area, and then with the pay raises that we've been doing for the last couple of years, he'll get \$110,000.00 next year or the year after for sure.

Boston: Well, I do know that Dr. Maxwell starting out at \$107,000.00 and 2 years she's at \$110,000.00. If she were staying, they are looking at possibly a 4% raise. That's where we had to really watch the Director of Schools salary in maintaining they are the highest paid employee. With any employee, and I don't care if you're the Director of Schools or the janitor, your education and your experience, your years of service, that all has to be a part. It's not if you're the Director of Schools, you're the Director of Schools, that's not it.

Karge: Y'all can decide what y'all want to do that was my only comment.

Boston: You missed the discussion. We were looking at what to offer at the beginning, Ms. Karge wanted to start at \$110,000.00, I'm looking at \$107,000.00 cause that's what we offered Dr. Maxwell and she had more education, more years of service and more experience.

Safdie: I'll make a motion to accept \$107,000.00 with the condition that it's negotiable.

Boston: Well, the one thing about it, when you do negotiate, anything is negotiable, this contract until it's signed is not, but if we start any higher than that then we have nowhere to go but up. With his experience and his education, I don't know that I would be willing to go much higher than that.

Safdie: If he comes back and says I want \$108,000.00 I think we'd be...

Boston: If he came back with, I want \$108,000.00 I'm not going to say no.

Safdie: I'll make a motion to accept \$107,000.00.

Boston: What about the contract as written?

Safdie: With those changes suggested by our group, I make a motion to approve the contract.

Hamby: I'm going to second it, not happy about the years, but I'll live with it.

Inman: You're approving this to send it to the full board for approval, right?

Boston: Yes. Hopefully we can put it on the agenda for the April meeting.

Patton: Question. Does the full board wish to approve this offer or?

Boston: We have made the offer.

Inman: Yes, after Ms. Boston makes the offer to Mr. Stepp, then he can come back to us with any counter measures, but the full board has to approve the final product.

Patton: So, what this committee is voting to do is to allow us to send the contract that you're approving right now, to the candidate?

Boston: I would say that the whole board would have to approve the contract before we send it to the applicant. In talking with Mr. Stepp, and Dan Rader-he's Putnam County school board's attorney-Dan is going to help him with the contract. I'm going to send it to Mr. Stepp, then Mr. Stepp will get with Mr. Rader and then he'll get back with us. I'll inform Mr. Stepp that once he and his attorney-if they have any changes, any corrections, any additions, any negotiations, forward those to you.

Patton: Ok. That will work.

Boston: Any other discussion? All in favor?

Hamby/Safdie: Aye.

Boston: All opposed?

Karge: Aye.

Boston: Motion carries.

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

VOICE VOTE: 2 Ayes 1 Nay

MOTION: Carried 2 to 1

8. Adjournment

Boston: Any other discussion? I'll entertain a motion to adjourn.

Hamby: Motion to adjourn.

Safdie: Second.

Boston: All in favor?

Hamby/Safdie/Karge: Aye

Boston: All opposed?

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

(The meeting was adjourned at the approximate hour of 5:27 p.m.)

Dr. Ina Maxwell
Director of Schools

Mrs. Teresa Boston
Chairman of the Contract Committee

Diane McCartney
Executive Assistant for the Director of Schools and BOE

RETAINER AGREEMENT
Between
CUMBERLAND COUNTY BOARD OF EDUCATION
and
G. EARL PATTON, ATTORNEY AT LAW

This instrument sets forth the agreement between the Cumberland County Board of Education, hereinafter referred to as BOARD, and G. Earl Patton, Attorney at Law, hereinafter referred to as PATTON.

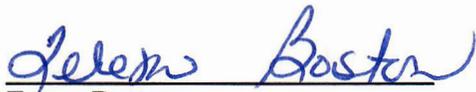
This agreement shall become effective upon BOARD's affirmative vote to enter into this Agreement:

1. BOARD retains PATTON to advise and represent BOARD in relation to the various legal matters which may arise during the course of the year, which duties are further described and limited herein below.
2. The term of this agreement shall be from the date signed until June 30, 2022.
3. BOARD shall pay PATTON a minimum fee of \$30,000.00 per year in installments of \$2,500.00 per month, which payments shall be non-refundable. PATTON shall bill against said minimum fee at the rate of \$175.00 per hour. Billable hours worked by PATTON in excess of 14.28 hours per month shall be billed at the rate of \$175.00 per hour.
4. PATTON shall be reimbursed by BOARD for all mileage over five miles per trip at the rate established by Board policy.
5. PATTON shall submit to DIRECTOR OF SCHOOLS, monthly, a statement of services showing all hours worked and expenses charged to BOARD.
6. PATTON and all attorneys practicing with PATTON shall be precluded from accepting employment which would place PATTON in direct conflict with BOARD for the duration of this agreement.
7. BOARD agrees to pay PATTON promptly for all authorized costs incurred by his representation of BOARD. These costs shall include, but not be limited to court costs, investigative costs, court reporter costs, transcripts, and subpoena fees.
8. PATTON shall be given the same notice as individual BOARD members regarding regular, special-called, and emergency meetings, work sessions, retreats, and other BOARD functions. Unless PATTON is notified prior to the function that his services are needed at said function, PATTON shall not be required attend same.

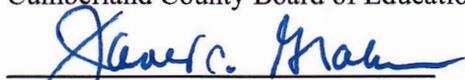
9. BOARD shall pay for PATTON's attendance at two TSBA-sponsored continuing legal education seminars per year. In connection with such seminars, BOARD shall pay for and/or reimburse PATTON for mileage and overnight lodging. The hours spent in such seminars or continuing legal education programs shall not be billable under paragraph 3 of this Agreement.
10. BOARD has been advised by PATTON that Tennessee law requires that all court filed documents be well grounded in fact warranted by law and not filed for an improper purpose such as to harass or cause unnecessary delay or needless increase in the cost of litigation. BOARD agrees to cooperate with PATTON so that he may represent BOARD in accordance with the Code of Professional Responsibility and in BOARD's best interests.
11. If any court finds that the above-referenced provision of the law has been violated, an appropriate sanction may be imposed upon BOARD and PATTON which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleadings, motions, or other paper, including reasonable attorney fees. It is therefore understood, that in the event PATTON may have been improperly informed of the true facts of a case as a result of such misinformation, and sanctions are imposed by any court, BOARD shall reimburse PATTON to the extent of any costs, fees or other sanctions imposed on the attorney or his law firm.
12. PATTON shall provide BOARD his services in a professional manner consistent with the degree of expertise and skill in the community where the legal services are to be performed. It is agreed that PATTON shall take directives from BOARD by a majority vote of said body, from the DIRECTOR of SCHOOLS on behalf of BOARD, or from BOARD's Executive Committee.
13. PATTON shall bill BOARD, pursuant to paragraph 3 herein above, for all work done on behalf of BOARD, including but not limited to: Legal research and advice, Correspondence directed to and from PATTON as an agent of BOARD; Correspondence to and from BOARD; Correspondence to and from the DIRECTOR of SCHOOLS; Review, revision, and drafting of contracts; and all phases of BOARD litigation. Patton may also correspond directly, as needed, with school Principals, Administrators and individual Board members.
14. PATTON shall not take directives given solely by the DIRECTOR of SCHOOLS if, in PATTON's judgment, such directive is in conflict with PATTON's representation of BOARD. In the event PATTON receives such directive, PATTON shall immediately notify BOARD through its chairperson, and shall take no action until BOARD through majority vote directs PATTON to take action.
15. In the event that this contract is not renewed on or before the end of the term specified in paragraph 2 herein above, it is agreed that the parties shall continue in their attorney-client relationship, operating under the terms of this contract, on a month-to-month basis.

16. In the event any of the provisions of this agreement are determined to be against board policy or other binding authority, including the laws of the State of Tennessee and/or the laws of the United States of America, the remaining provisions shall remain enforceable.

Agreed this 28th day of May, 2020.



Teresa Boston
Chairman
Cumberland County Board of Education



Janet Graham
Director of Cumberland County Schools



G. Earl Patton, Attorney at Law
BPR # 020933



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

ADMINISTRATIVE AND THERAPY SERVICES CONTRACT AGREEMENT

This Services Agreement (the "Agreement") is made on this ___ day of _____, 2022, by and between Cumberland County Schools (hereinafter known as "Cumberland County Schools") with its principal office at 368 4th Street, Crossville, TN, 38555, and Stellar Therapy Services, LLC, (hereinafter known as "Contractor") with its principal office in Chattanooga, TN, 37421.

WHEREAS, Cumberland County Schools is a local board of education of the State of Tennessee which, when required, provides therapy services; and Contractor is engaged in the business of providing therapy workers; and Cumberland County Schools desires to engage Contractor for the purpose of providing certain therapy and other services in accordance with the terms set forth in this Agreement; and

WHEREAS, the Centers for Medicare and Medicaid Services letter to State Medicaid Directors, SMD#14-006, dated December 15, 2014, states that Medicaid reimbursement is available for covered services that are provided to Medicaid beneficiaries regardless of whether there is any charge for the service to the beneficiary or the community at large; and the Cumberland County Schools desires that the Contractor provide billing and related administrative services in connection with healthcare services provided to Cumberland County Schools students who are TennCare enrollees; and

WHEREAS, it is the intent of the parties hereto that Contractor provide the Services as an independent contractor and not as an employee of Cumberland County Schools.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, CUMBERLAND COUNTY SCHOOLS and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement shall be from July 1, 2022, through June 30, 2023.

2. **Therapy Services.**

(a) Contractor shall provide to Cumberland County Schools the Therapy Services listed in Section 4 of this Agreement, in person or by telehealth, including direct and indirect service time, assessments, treatments, supervision of assistants, consultation, documentation, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite, through service providers selected and employed by Contractor.

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Services and agrees to maintain (at his/her expense) such licenses and qualifications, and to practice conduct in accordance with the professional Code of Ethics of AOTA, APTA, ASHA, NASP, and APA (as applicable) and all relevant rules and regulations applying to the performance of the Services throughout the term of this Agreement.

(c) Cumberland County Schools is prohibited from hiring, causing to be hired, or contracting with in any capacity any person associated with the Contractor without the expressed written consent of the Contractor for a period of one year from the termination of this contract or the termination of working relationship of said person with Contractor.

(d) Should the Cumberland County Schools obtain the consent of the Contractor and hire a person referred by the Contractor, a recruiting fee is owed. Rates for recruiting services are 20% of the annual salary, inclusive of any sign-on bonuses, due within thirty (30) days from date of acceptance of employment offer by prospective employee. This provision shall not apply to a person hired by Cumberland County Schools after the periods referred to in (c) above.

3. **Administrative Services.**

(a) Contractor shall provide the following services to CUMBERLAND COUNTY SCHOOLS during the term of this Agreement (the "Administrative Services"):

- On behalf of Cumberland County Schools, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under TennCare) all claims for identified eligible healthcare services that are provided to TennCare Eligible Cumberland County Schools Students either by service providers who are directly

employed by Cumberland County Schools ("Cumberland County Schools Providers") or who have a current contract with Cumberland County Schools ("Contract Providers").

- Assist in obtaining all billing numbers and credentials required for the Cumberland County Schools to receive Medicaid payments.
- Assist in obtaining billing numbers for CUMBERLAND COUNTY SCHOOLS PROVIDERS, including the acquiring and maintaining of required credentials associated with healthcare services provided to TennCare Eligible CUMBERLAND COUNTY SCHOOLS Students and billed by Contractor hereunder.
- Train CUMBERLAND COUNTY SCHOOLS PROVIDERS or CONTRACT PROVIDERS as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- Provide and maintain online documentation system for Physical Therapy services. Provide user trainings and help desk support as needed.
- Review and assist CUMBERLAND COUNTY SCHOOLS in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable state and federal laws.
- Perform quality assurance reviews related to compliance with State and Federal regulations with results available to CUMBERLAND COUNTY SCHOOLS.
- Ensure that all consents and physicians' orders on behalf of the TennCare Eligible CUMBERLAND COUNTY SCHOOLS Students are in place in order for Contractor to bill for services provided thereto.
- Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible CUMBERLAND COUNTY SCHOOLS Students by CUMBERLAND COUNTY SCHOOLS PROVIDERS or CONTRACT PROVIDERS having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies CUMBERLAND COUNTY SCHOOLS on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in

connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time by providing written notice to CUMBERLAND COUNTY SCHOOLS specifying the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to CUMBERLAND COUNTY SCHOOLS.

(b) The parties agree to work together in good faith to address issues arising under applicable state and federal laws, policies, procedures, and requirements pertaining to the Administrative Services, so that the Administrative Services shall be structured and performed in accordance with such laws.

(c) All revenue and income resulting from the Administrative Services hereunder shall belong to and accrue to the benefit of Cumberland County Schools, unless otherwise agreed by the parties. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(d) During the term of this Agreement, Cumberland County Schools will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by Cumberland County Schools Providers or Contract Providers for TennCare Eligible Cumberland County Schools Students.

4. Compensation.

(a) In consideration for the Administrative Services provided by Contractor, CUMBERLAND COUNTY SCHOOLS agrees to pay Contractor a Fee for Administrative Services equal to twenty-five percent (25%) of total revenues received in connection with services provided to Eligible CUMBERLAND COUNTY SCHOOLS Students by CUMBERLAND COUNTY SCHOOLS Providers or CONTRACTED Providers and billed by Contractor.

(b) In consideration for the Therapy Services provided by Contractor, Cumberland County Schools agrees to pay Contractor its Fees for Therapy Services per the following rate schedule:

THERAPY SERVICES:

Physical Therapist – Registered

\$75/hour

The hourly rate will be charged for all direct and indirect service time, assessments, evaluations, treatments, supervision of assistants, consultation, documentation, teletherapy, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite and any other services requested by the Cumberland County Schools or required as necessary for providing services. Other services may be added as needed with rates to be agreed upon in advance by both parties. The parties further agree that supplies, equipment and other expenses incurred by Contractor in connection with the foregoing Therapy Services and approved in advance by Cumberland County Schools shall be reimbursed by Cumberland County Schools at Contractor's cost. Physical Therapy hours will be charged a minimum of 2 hours per day when therapist is on site. For other services, the Cumberland County Schools will be invoiced based on actual hours worked.

(c) Contractor shall invoice Cumberland County Schools on a regular basis for the Administrative and Therapy Services provided under this Agreement, and Cumberland County Schools shall be responsible for paying all Fees for those Therapy Services within thirty (30) days of receipt of Contractor's invoice therefor; provided, however, that Cumberland County Schools has the right to review and approve any invoiced Therapy Services and to disallow any charges it questions in good faith. Contractor agrees to provide Cumberland County Schools details of services provided with each invoice, including student names and dates of services upon request by Cumberland County Schools.

(d) The parties represent and warrant to the other that all compensation payable to Contractor by Cumberland County Schools hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

(e) The Contractor reserves the right to change the Rates listed above in 4(a) and will notify the Cumberland County Schools in writing of such within thirty (30) days of effective date of changes. After receipt by the Cumberland County Schools of rate changes of the Contractor, Cumberland County Schools shall have thirty (30) days from receipt of the rate changes to cancel this Agreement if Cumberland County Schools does not agree with the rate changes. If Cumberland County Schools cancels this Agreement because of unacceptable rate changes, neither

party under this Agreement shall have any further obligations under this Agreement after the date of cancellation.

5. FERPA Compliance.

CUMBERLAND COUNTY SCHOOLS and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with CUMBERLAND COUNTY SCHOOLS as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (See Attachment).

6. CUMBERLAND COUNTY SCHOOLS RESPONSIBILITIES.

(a) CUMBERLAND COUNTY SCHOOLS agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. CUMBERLAND COUNTY SCHOOLS represents and warrants that all clinical documentation provided to Contractor will be true, accurate and complete and up-to-date at the time of provision. CUMBERLAND COUNTY SCHOOLS will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. CUMBERLAND COUNTY SCHOOLS shall notify Contractor promptly of all non-chargeable patient visits or services.

(b) CUMBERLAND COUNTY SCHOOLS represents and warrants that the CUMBERLAND COUNTY SCHOOLS Providers and Contract Providers will perform their services in accordance with standards adopted by the governing bodies of their specialty and that such services are and will be medically necessary, usual, customary and reasonable.

(c) CUMBERLAND COUNTY SCHOOLS acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that CUMBERLAND COUNTY SCHOOLS's failure to comply with the

requirements of this Agreement may materially interfere with the Administrative Services. CUMBERLAND COUNTY SCHOOLS additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data, complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

(d) If Contractor exercises its option to perform Post-Termination Services, then CUMBERLAND COUNTY SCHOOLS shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information. If CUMBERLAND COUNTY SCHOOLS fails to comply with its obligations under this Section, CUMBERLAND COUNTY SCHOOLS agrees that it shall release and hold Contractor harmless from any claims, losses or damages relating to or arising from Contractor's performance of the Post-Termination Services.

7. **Professional Liability Insurance.** Contractor will provide proof of insurance with coverage and limits satisfactory to CUMBERLAND COUNTY SCHOOLS's Office of Risk Management.

8. **Acknowledgments.**

(a) Contractor and CUMBERLAND COUNTY SCHOOLS acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between CUMBERLAND COUNTY SCHOOLS and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and CUMBERLAND COUNTY SCHOOLS acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and CUMBERLAND COUNTY SCHOOLS acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and CUMBERLAND COUNTY SCHOOLS acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or

agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

9. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

10. **Tax Liabilities.** All taxes applicable to any amounts paid by CUMBERLAND COUNTY SCHOOLS to Contractor under this Agreement shall be Contractor's liability and CUMBERLAND COUNTY SCHOOLS shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by CUMBERLAND COUNTY SCHOOLS, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, CUMBERLAND COUNTY SCHOOLS shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible CUMBERLAND COUNTY SCHOOLS Students by CUMBERLAND COUNTY SCHOOLS Providers and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

11. **Preservation of Records.** Contractor and CUMBERLAND COUNTY SCHOOLS agree that they shall cause the healthcare records generated in connection with the services of the CUMBERLAND COUNTY SCHOOLS Providers and Contract Providers to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and CUMBERLAND COUNTY SCHOOLS shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's

duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

12. Notices. Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

13. Change Of Circumstances. In the event (i) Medicaid, TennCare, any applicable third-party payer or any federal, state or local legislative or regulatory authority establishes or has any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change or has an adverse effect in the method or amount of reimbursement or payment for the use of or services services provided to Eligible Cumberland County Schools Students by Cumberland County Schools Providers and submitted to Managed Care Organizations by Contractor as a part of the Administrative Services, (ii) any or all of such payers/authorities establishes any law, rule, regulation, policy, procedure or interpretation thereof which establishes or creates a substantial risk of violation of any federal, state or local anti-fraud and abuse law, or (iii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party affected by any such change in circumstances or adverse effect, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

14. Governing Law. This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state.

15. **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

17. **Assignment.** Contractor shall not assign this Agreement to any other party or parties without the prior written consent of Cumberland County Schools.

18. **Headings.** The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

19. **Counterparts.** This Agreement may be executed in two counterparts, both of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

CUMBERLAND COUNTY SCHOOLS

Stellar Therapy Services, LLC

By: _____

By: _____

Title: _____

Title: _____

Address for Notices:

PO Box 8114
Chattanooga, TN 37414

ATTACHMENT
**Authorization and Acknowledgement
of Compliance of Privacy Laws**

Whereas, CUMBERLAND COUNTY SCHOOLS has contracted with Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract;

Whereas, The above referenced contract may require the disclosure by the CUMBERLAND COUNTY SCHOOLS to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA);

Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of CUMBERLAND COUNTY SCHOOLS and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the CUMBERLAND COUNTY SCHOOLS and STELLAR THERAPY SERVICES, LLC, hereby agree as follows:

1. STELLAR THERAPY SERVICES, LLC, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.

2. STELLAR THERAPY SERVICES, LLC, as authorized representative of CUMBERLAND COUNTY SCHOOLS for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with CUMBERLAND COUNTY SCHOOLS.

3. STELLAR THERAPY SERVICES, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

CUMBERLAND COUNTY SCHOOLS REPRESENTATIVE

Date

Stellar Therapy Services, LLC

Date

CONTRACT AGREEMENT
BETWEEN
SERICIA A SEIBER AND CUMBERLAND COUNTY SCHOOLS
FOR
SPEECH/LANGUAGE SERVICES

This agreement is entered into by and between the Cumberland County School System and Sericia A Seiber, Speech/Language Pathologist (SLP).

It is hereby agreed that Sericia A Seiber will provide speech/language services part time on an as-needed basis during the 2022-23 school year.

Services will begin approximately July 1, 2022 and will terminate approximately June 30, 2023. The cost of these services will be \$57 per hour. Services will be provided approximately 70 hours per month. Documentation of services will be submitted each pay period. Mileage will be paid for travel in the county at the Cumberland County rate. Travel forms will be submitted monthly. Materials and supplies will be provided by the Cumberland County School System in the same manner as supplied for other speech providers employed by the school system.

The speech language services may consist of screening, assessment, therapy, consultation, participation in case management meetings, developing individual education plans (IEPs), case management paperwork, and communicating with other IEP team members. Educationally relevant speech services will be provided. No medically-billable services will be provided.

These services may be evaluated periodically to determine whether services are being rendered as agreed upon by the parties. Should it be determined that services are not being rendered as specified in the agreement, this contract will be subject to termination.

Sericia A Seiber, Speech/Language Pathologist

Date

Cumberland County Schools

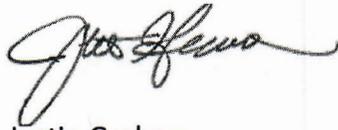
Date

May 3, 2022

To: Marlene Holton
Cumberland County Schools

Sidekick was able to complete all initial evaluations for the students in Cumberland County Schools for speech and language services during the spring semester of the 2021-2022 school year.

For the following school year (2022-2023), Sidekick is not able to completely cover all initial evaluations for students in Cumberland County. Sidekick agrees to continue initial evaluations on a needed basis, as mutually agreed upon by Cumberland County and Sidekick, for students attending Cumberland County Schools that have TennCare services.

A handwritten signature in black ink, appearing to read "Justin Graham", written in a cursive style.

Justin Graham
President
Sidekick Therapy Partners

CONTRACTUAL AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2022, by and between **Cumberland County Schools**, (herein referred to as "**Cumberland County Schools**"), 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, Cumberland County Schools is subject to and does operate in accordance with the requirements of the Individuals with Disabilities Education Act; and

WHEREAS, Cumberland County Schools 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, Cumberland County Schools, 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 Cumberland County Schools.

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, Cumberland County Schools and Sidekick agree as follows:

The term of this agreement shall be for **School Year 2022-2023** (anticipated to start in August 2022 and run through May 2023, or through July 2023 at Cumberland County Schools's option if seeking extended school year / ESY services).

1. Cumberland County Schools 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 Cumberland County Schools 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 Cumberland County Schools ensures that the rights and privileges available to children attending schools of the Cumberland County Schools 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 Cumberland County Schools 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 Cumberland County Schools.

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 Cumberland County Schools students requiring speech and language therapy services, including qualifying TennCare-covered students and students who are not covered by TennCare.

3. (a) Cumberland County Schools agrees----for as long as Sidekick SLPs are available to serve Cumberland County Schools’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 Cumberland County Schools and Sidekick.

Cumberland County Schools 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 Cumberland County Schools that Sidekick cannot provide services. Upon receipt of such notification, Cumberland County Schools may begin serving such student with Cumberland County Schools 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 Cumberland County Schools 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, Cumberland County Schools 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, Cumberland County Schools 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, Cumberland County Schools 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 Cumberland County Schools 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 Cumberland County Schools 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 Cumberland County Schools may refer such student to Other Providers for assistance in dealing with the TennCare MCO in connection with services to be provided by Cumberland County Schools's own therapists.

4. Mileage and School Pay Services:

- (a) Cumberland County Schools 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 Cumberland County Schools'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, Cumberland County Schools will pay:
 - i. **\$75.00 per hour** for speech-language therapy services (or **\$18.75 for any 15-minute** increment thereof)

5. Sidekick will submit monthly invoices for mileage reimbursements with the Cumberland County Schools 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 Cumberland County Schools during the term of this agreement.

7. Cumberland County Schools will provide Sidekick with consent forms to begin the process of determining if students qualify for services. Cumberland County Schools will provide services until notification has been provided by Sidekick that eligibility in TennCare is legitimate and has been approved for authorization. Cumberland County Schools 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 Cumberland County Schools 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 Cumberland County Schools 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. Cumberland County Schools 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 Cumberland County Schools' 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 Cumberland County Schools 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 Cumberland County Schools 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 Cumberland County Schools 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 Cumberland County Schools 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 Cumberland County Schools. Any obligation of Sidekick to indemnify and hold the Cumberland County Schools 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, Cumberland County Schools and Sidekick will work cooperatively to ensure that the rights and privileges available to children attending schools of the Cumberland County Schools shall be available to children served by Sidekick, including, to the extent applicable to Sidekick and the services provided to the Cumberland County Schools under this agreement, due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.

14. In the event Cumberland County Schools identifies a student with an IEP, who requires teletherapy services from a Therapist, Cumberland County Schools 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 Cumberland County Schools (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 Cumberland County Schools additional charges beyond what is listed and applicable under this Agreement between Cumberland County Schools and Sidekick for the school year. Sidekick will submit monthly invoices for teletherapy services rendered, with the Cumberland County Schools agreeing to reimburse Sidekick for such charges within 30 days of receipt of the invoice.

If Cumberland County Schools 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. Cumberland County Schools 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. Cumberland County Schools 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 Cumberland County Schools 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 Cumberland County Schools, it being the intention of Sidekick and the Cumberland County Schools 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.

[signatures follow]

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

Occupational Therapy Services
Karyn Henderson, OTR/L
138 Eagle Point Drive
Rockwood, TN 37854
(865)310-3013

4-7-2022

RE: Proposal for contract with Cumberland County School System for Occupational Therapy services provided by Karyn Henderson dba Global Therapies for the 2022-2023 school year.

1. Rate of compensation for services shall be both for school and 504 billed treatments at \$78 per hour for occupational therapists and \$58 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.
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. All paperwork including yearly updated doctor referrals, TennCare releases, and patient information is required for insurance prior to billing. Any denials from the insurance will be resubmitted for billing to the school.
3. 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.
4. Adequate space, evaluation materials, treatment materials and photo copying will be provided by the school system as needed.
5. Terms of this contract shall be from the first day of school until the last for the 2022-2023 school year, including summer therapy as needed to prevent regression of skills for 2023 summer.
6. 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

4-7-2022

Cumberland County Schools

Date

MEMORANDUM OF AGREEMENT

- A. This Memorandum of Agreement (MOA) documents the cooperation in the conduct of Project B.A.S.I.C. at Glenn Martin Elementary, to begin during the 2022-2023 school year, between Volunteer Behavioral Health Care System (hereinafter referred to as "VBHCS") and Cumberland County School District, each referred to as the "Party" and collectively as the "Parties" herein.
- B. By this agreement, both Parties understand and affirm that:
1. Project B.A.S.I.C. (Better Attitudes and Skills in Children) is a school-based mental health early intervention and prevention program based on the Pyramid Model framework which seeks to encourage the healthy psychological and social development of elementary school-aged children, with a special focus on children in Kindergarten through Third grade. Program activities provided by a Child Development Specialist (CDS) include: mental health education, early identification of mental health concerns, referrals to community service providers, teacher consultation in Pyramid Model practices, and a school climate enhancement project. All Project B.A.S.I.C. services are provided at no charge to service recipients.
 2. Project B.A.S.I.C. is a program of VBHCS which assumes responsibility of services and the actions of agency staff assigned to the program.
 3. Project B.A.S.I.C. shall conduct twelve mental health curriculum presentations in each K-3 classroom that promote social-emotional literacy and skills. This service will be provided by the CDS in compliance with accepted educational practice and with regard to the instructional needs of Glenn Martin Elementary. These presentations are ideally held in the classroom setting with the teacher present. The CDS is not a teacher and should not be expected to hold a regular spot within the specials rotation.
 4. Project B.A.S.I.C. shall provide support and other educational opportunities to individuals and/or small groups of students in grades K-3 at Glenn Martin Elementary in order to assist in developing effective coping skills, to assess for potential Serious Emotional Disturbances (SED), and/or to improve social-emotional skills. The CDS will only provide individual support to a student when the CDS has received a referral for the student and has obtained parent permission. The only exception to this is in the event of a one-time crisis contact. These services shall be provided on the premises of the school.
 5. Project B.A.S.I.C. shall provide individual or group consultation on Pyramid Model practices to the teachers and staff of Glenn Martin Elementary in order to increase their ability to more effectively support students who have or at risk of developing an SED. Consultation can be child-focused, providing strategies to assist teachers in supporting individual children with problematic behaviors, or classroom-focused, building teachers' capacity to manage challenging behaviors within the classroom. The CDS is meant to provide support to teachers and school staff through these consultations in order to increase their skills. Consultation sessions are not meant to evaluate teaching ability.
 6. Project B.A.S.I.C. shall provide assessment and referral services for students at Glenn Martin Elementary who are referred to the program and are at-risk of developing a Serious Emotional Disturbance (SED). This service shall be provided on the premises of the school.

7. Protection of the privacy of the individual is an obligation in the conduct of Project B.A.S.I.C. Therefore, transactions between the CDS and individual students, parents, and school staff shall be confidential, except where protection of a child's welfare or orderly operation of the school are at risk, or where statute requires suspension of confidence, or where precedence of law or professional ethics permits suspension of confidence.
8. Project B.A.S.I.C. is intended to enhance the school service of Glenn Martin Elementary and therefore will not replace existing or future guidance and counseling, special education, student health, or institutional programs.
9. Operation of Project B.A.S.I.C. is funded by a grant through the TN Department of Mental Health and Substance Abuse Services and through contract with VBHCS and is, therefore, subject to the regulations of this contract and limited by the availability of the contract funds.

C. Toward accomplishment of this cooperation, Cumberland County School District agrees that:

1. The CDS assigned to Project B.A.S.I.C. will have access to the building and campus of Glenn Martin Elementary subject to the same usual regulations for school staff.
2. The staff of Glenn Martin Elementary will coordinate scheduling of classroom activities with Project B.A.S.I.C. staff.
3. Teachers of Glenn Martin Elementary may refer students for services directly to Project B.A.S.I.C. staff.
4. The initial meeting between the CDS and a student of Glenn Martin Elementary requires parental permission, except in the case of an emergency or crisis. If additional meetings between the CDS and student are requested by school staff or the student after a crisis, the student must be referred to the CDS and the CDS must obtain parent permission before additional meetings can occur.
5. Students may be released from class to receive services from Project B.A.S.I.C. staff at the teacher's discretion.
6. The principal of Glenn Martin Elementary may provide Project B.A.S.I.C. staff with information about student grades and attendance after the CDS has obtained parent permission for services, if such information is necessary to assessment of the student's need for services by Project B.A.S.I.C. and the confidentiality of the information is protected.
7. An appropriate location at Glenn Martin Elementary including a confidential work space and furnishings, if possible, will be provided for use by the CDS in provision of program services including: individual meetings with students, consultations with teachers/school staff, and other program responsibilities.
8. Project B.A.S.I.C. staff will have access to school telephones to place and receive toll-free calls, provided such use is courteous and reasonable.
9. Project B.A.S.I.C. staff will supply their own materials, but would appreciate the use of school equipment.
10. At the beginning of the school year, the Principal will schedule a time for the CDS to conduct a briefing about Project B.A.S.I.C. for all staff of Glenn Martin Elementary. The briefing will include an introduction of the employee assigned to the project, an overview of the Project B.A.S.I.C. program, role and responsibilities of the CDS, program expectations, and an explanation of services to be provided to both students and teachers.

D. Volunteer Behavioral Health Care System agrees that:

1. VBHCS will provide a qualified person as a Child Development Specialist (CDS) to conduct all Project B.A.S.I.C. services at Glenn Martin Elementary.
2. VBHCS will make the CDS available on the premises of Glenn Martin Elementary at least four days per week except in the case of school holidays, holidays at VBHCS, meetings or trainings related to Project B.A.S.I.C., or short-term illness of the CDS.
3. VBHCS will provide adequate liability insurance coverage for the activities of the CDS.
4. The CDS shall be responsible to the principal of Glenn Martin Elementary for his/her conduct while on campus. Any concerns that arise should be reported by the principal to the CDS' direct clinical supervisor at VBHCS, and to the appropriate Regional B.A.S.I.C. Coordinator.
5. The CDS will coordinate delivery of services with the school staff to minimize disruption of usual school procedures and activities.
6. The CDS will obtain parental permission as necessary to the delivery of services to students.
7. The agency will provide the CDS with adequate supplies for the conduct of all Project B.A.S.I.C. services.
8. There exists the possibility of confusion of Project B.A.S.I.C. services with school services because of its location on campus. Therefore, all communications by VBHCS, the CDS, and other agency staff shall clearly represent Project B.A.S.I.C. as a program of VBHCS.
9. All news releases about operation of Project B.A.S.I.C. at Glenn Martin Elementary will be submitted to the Principal for review of accuracy prior to publication.
10. The Vice President of Specialized Grants and Services, his/her designee to coordinate operations of Project B.A.S.I.C., and the Regional Coordinator for Project B.A.S.I.C. shall monitor the program at Glenn Martin Elementary to assure effective, professional operations and shall be available to Glenn Martin Elementary to resolve any related conflicts.
11. VBHCS shall comply with the background check requirement of T.C.A. § 49-5-413(d) for all employees of VBHCS that will have access to school grounds when children are present. VBHCS shall provide a copy of the background check before any employee of VBHCS will be given access to school grounds.

E. This agreement shall be in effect upon signature of the responsible agents of VBHCS and Cumberland County School District and Glenn Martin Elementary until cancellation. Either Party may cancel the agreement after transmission of a written declaration of intent to the other at least 30 days prior to the effective date of cancellation.

F. **FERPA:** Both Parties shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"), any and all records and information, in whatever form or format received, pertaining to the District's individual students. Both Parties shall not publish confidential information or any other information which identifies students, employees, or officers of the District by name without first obtaining written consent from such individuals, or

in the case of a student, his or her parent or legal guardian. Both Parties will protect and ensure confidentiality of children's records. Exceptions will be made when precedence of law or professional ethics permits or requires, such as is necessary for basic coordination of services with the school and family or in situations when a child's welfare is at risk.

- G. HIPAA COMPLIANCE AND CONFIDENTIALITY:** The Parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of shared Clients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

Additional Confidentiality Requirements: Both Parties acknowledge that consumers of mental health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

Breaches of Confidentiality: If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information (PHI), they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to VBHCS Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. Both Parties reserve the right to terminate this agreement if they determine that either Party has violated a material term of the agreement.

Both Parties will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of each other's information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The obligations under this section do not apply to information (i) in the public domain, (ii) entering the public domain other than from a breach by the either Party of this Agreement, (iii) previously possessed by either Party without written obligations to the other to protect it, (iv) acquired by either Party without written restrictions against disclosure from a third Party which their knowledge is free to disclose the information, and (v) independently developed by either Party without the use of the other's information.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this agreement.

APPROPRIATE USE AND DISCLOSURES OF PHI:

1. For the proper management and administration of its business;
2. For purposes of treatment, payment (if allowed by law), or healthcare operations;
3. For purpose of providing data aggregation services relating to the healthcare operations of Volunteer Behavioral Health Care System (“data aggregation’ means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Volunteer Behavioral Health Care System policies and required by law.

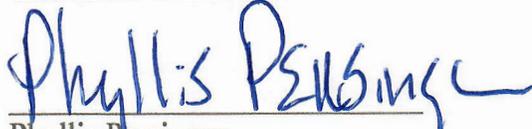
IN WITNESS WHEREOF, the Parties hereto have set their signatures for the purposes contained herein, on the day and date written below.

CUMBERLAND COUNTY BOARD
OF EDUCATION

Ina Maxwell
Director of Schools

DATE _____

VOLUNTEER BEHAVIORAL
HEALTH CARE SYSTEM



Phyllis Persinger
President/CEO

DATE 5/25/22

Christie VanWinkle
Principal- Glenn Martin Elementary

DATE _____

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MEMORANDUM OF AGREEMENT
Between
Volunteer Behavioral Health Care System
And
Cumberland County Board of Education

- A. This Memorandum of Agreement (MOA) documents the cooperation in the conduct of Positive Action prevention program at participating Cumberland County Schools, to begin during the 2022-2023 school year, between Volunteer Behavioral Health Care System (hereinafter referred to as “VBHCS”) and Cumberland County School District, each referred to as the “Party” and collectively as the “Parties” herein.
- B. By this agreement, both parties understand and affirm that:
1. Positive Action prevention program is a school-based alcohol and drug abuse prevention program based on the philosophy that when we think positive thoughts and have positive feelings about ourselves, we will make positive decisions; and our actions in our daily life will be positive. The program can serve students from grade 4 to grade 12 in school and court settings. Program activities provided by a trained Positive Action Prevention Specialist (PS) include classroom group settings and/or virtual group activities focusing on mental health education, life skills, alcohol and drug abuse education, and other social skills lessons to build resiliency among our children and youth. All Positive Action services are provided at no charge to service recipients.
 2. Positive Action is a program of VBHCS, which assumes responsibility for services and the actions of agency staff assigned to the program. Positive Action staff will pass a background check agreeable to both parties at the expense of VBHCS.
 3. Positive Action program recommends a minimum of twelve (12) hours of service for each group/participant. The group sessions can range from 30-minute sessions to 90-minute sessions in a school or court setting. The specialists will conduct lessons in person or virtually using the Positive Action Curriculum, which is an evidence-based curriculum. This service will be provided by the PS in compliance with accepted educational practices and with regard to the instructional needs of Cumberland County School District. These presentations are ideally held in the classroom setting with the teacher present, but under the COVID-19 restrictions, services can be provided virtually through email, google classroom, lesson packets, or other methods the school requests. Final implementation timeline of the program will be determined through collaboration with site administration and/or staff designated by site administration.
 4. The Positive Action program is allowed into Cumberland County School District classrooms, however each school site principal reserves the right to allow or deny the program into their school.

5. The Positive Action program will not interfere with and/or take away from instructional time for tested subjects.
6. Parental consent must be obtained for each potential group participant. If written consent cannot be obtained due to COVID-19 restrictions, verbal consent from the parent to the child's teacher, school counselor, or other designated school staff is allowed. If consent is given verbally, the Positive Action staff must have documentation supporting the verbal consent (email confirmation, written date and time by school staff accepting consent).
7. Protection of the privacy of the individual is an obligation in the conduct of Positive Action Prevention Specialists. Therefore, all transactions between the Prevention Specialist and individual students, parents, and school staff shall be confidential, except where protection of a child's welfare or orderly operation of the school are at risk, or where statute requires suspension of confidence, or where precedence of law or professional ethics permits suspension of confidence.
8. Positive Action program is intended to enhance the school service of participating schools and therefore will not replace existing or future guidance and counseling, special education, student health, or institutional programs.
9. Operation of Positive Action prevention program is funded by a grant through the TN Department of Mental Health and Substance Abuse Services and through contract with VBHCS and is, therefore, subject to the regulations of this contract and limited by the availability of the contract funds.

C. Toward accomplishment of this cooperation, Cumberland County School District agrees that:

1. The PS assigned to Positive Action will have access to the building and campus of participating schools, subject to the same usual regulations for school staff.
2. The staff of participating schools will coordinate scheduling of classroom activities with Positive Action staff in accordance with program session details listed in Section B.3. of this Agreement.
3. All students participating in the Positive Action Program require parental permission. Parental consent forms will be collected before the program begins.
4. Students may be released from class to receive services from Positive Action staff at the teacher's discretion.
5. At the beginning of the school year, the principal will schedule a time for the PS to conduct a briefing about Positive Action for all staff of participating schools. The briefing will include an introduction of the PS, an overview of the Positive Action program, role and responsibilities of the PS, program expectations, and an explanation of services to be provided.

D. Volunteer Behavioral Health Care System agrees that:

1. VBHCS will provide a qualified person as a Prevention Specialist (PS) to conduct all Positive Action services at participating schools.
2. VBHCS will provide adequate liability insurance coverage for the activities of the PS.
3. The PS shall be responsible to the principal of participating schools for his/her conduct while on campus. Any concerns that arise should be reported by the principal to the PS' direct clinical supervisor and program director at VBHCS.
4. The PS will coordinate delivery of services with the school staff to minimize disruption of usual school procedures and activities.
5. The PS will obtain parental permission as necessary to the delivery of services to students.
6. The agency will provide the PS with adequate supplies for the conduct of all Positive Action services.
7. There exists the possibility of confusion of Positive Action services with school services because of its location on campus. Therefore, all communications by VBHCS, the PS, and other agency staff shall clearly represent Positive Action as a program of VBHCS.
8. All news releases about the operation of Positive Action at participating schools will be submitted to the principal for review of accuracy prior to publication.
9. The Vice President of Specialized Grants and Services and their designee to coordinate operations of Positive Action shall monitor the program at participating schools to assure effective, professional operations and shall be available to participating schools to resolve any related conflicts.
10. VBHCS shall comply with the background check requirement of T.C.A. § 49-5-413(d) for all employees of VBHCS that will have access to school grounds when children are present. VBHCS shall provide a copy of the background check before any employee of VBHCS will be given access to school grounds.

E. **TERM AND TERMINATION OF MOA:** The term of this Agreement is for the period starting date of signage and ending June 30, 2023. At the end of this initial term, and annually for each year following, this MOA will automatically renew for one year unless either party terminates the agreement with a written notice 90 days prior to the termination date. In addition, this MOA may be revised in accordance with each organization's need if both Parties are in agreement of such revisions. This MOA may be amended only by an instrument in writing signed by the Parties hereto.

- F. **FERPA:** Both Parties shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”), any and all records and information, in whatever form or format received, pertaining to the District’s individual students. Both Parties shall not publish confidential information or any other information which identifies students, employees, or officers of the District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Both Parties will protect and ensure confidentiality of children’s records. Exceptions will be made when precedence of law or professional ethics permits or requires, such as is necessary for basic coordination of services with the school and family or in situations when a child’s welfare is at risk.
- G. **HIPAA COMPLIANCE AND CONFIDENTIALITY:** The Parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of shared Clients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

Additional Confidentiality Requirements: Both Parties acknowledge that consumers of mental health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

Breaches of Confidentiality: If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information (PHI), they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to VBHCS Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. Both Parties reserve the right to terminate this agreement if they determine that either Party has violated a material term of the agreement.

Both Parties will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of each other's information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The obligations under this section do not apply to information (i) in the public domain, (ii) entering the public domain other than from a breach by the either Party of this Agreement, (iii) previously possessed by either Party without written obligations to the other to protect it, (iv) acquired by either Party without written restrictions against disclosure from a third Party which their knowledge is free to disclose the information, and (v) independently developed by either Party without the use of the other's information.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this agreement.

APPROPRIATE USE AND DISCLOSURES OF PHI:

1. For the proper management and administration of its business;
2. For purposes of treatment, payment (if allowed by law), or healthcare operations;
3. For purpose of providing data aggregation services relating to the healthcare operations of Volunteer Behavioral Health Care System ("data aggregation" means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Volunteer Behavioral Health Care System policies and required by law.

IN WITNESS WHEREOF, the Parties hereto have set their signatures for the purposes contained herein, on the day and date written below.

CUMBERLAND COUNTY BOARD
OF EDUCATION

Ina Maxwell
Director of Schools

DATE _____

VOLUNTEER BEHAVIORAL
HEALTH CARE SYSTEM

Phyllis Persinger

Phyllis Persinger
President/CEO

DATE 5/25/22

MEMORANDUM OF UNDERSTANDING
Between
VOLUNTEER BEHAVIORAL HEALTH CARE SYSTEM
And
CUMBERLAND COUNTY SCHOOLS

Volunteer Behavioral Health Care System, hereinafter referred to as "VBHCS," and Cumberland County Schools System, hereinafter referred to as "CCS," each individually as the "Party" and collectively as the "Parties," wish to enter into an understanding, hereinafter "MOU," whereby VBHCS will provide school-based mental health therapy and care coordination services in agreed upon schools through the *Project Anchor* program.

THEREFORE, the Parties hereto agree as follows:

- A. PARTIES:** This Memorandum of Understanding with VBHCS will establish a working relationship to make the described services easily accessible for Cumberland County Schools' students by offering *Project Anchor* services on site at participating schools. These mental health services include child and adolescent therapeutic models and care coordination for child and adolescents to the students referred by Cumberland County Schools.
- B. PURPOSE:** The purpose of the MOU is to outline the scope of activities, formalize the exchange of resources/services, and describe the agreed relationships between VBHCS and Cumberland County Schools in reaching the children in need of such services.
- C. AUTHORITIES:** The local VBHCS Center Director will provide oversight for VBHCS. The Cumberland County Schools Mental Health Coordination Team will provide oversight for Cumberland County Schools.
- D. CONCEPT AND COOPERATION:** Both Parties will operate separately and independently, but will work cooperatively to enhance the mental health, well-being, and readiness to learn within Cumberland County Schools. As such, each organization retains its own identity in providing services. No element of this MOU will be construed to imply any form of financial obligation or liability.
- E. RESPONSIBILITIES OF THE PARTIES:** In fulfilling the purpose of this MOU, the Parties agree to participate in and be responsible for activities as follows.
 1. Cumberland County Schools will:
 - Provide a suitable private space for individual in-person therapy sessions.
 - Develop a referral system for *Project Anchor's* school-based therapy services.
 - Support the therapy services by working with the therapist to provide access to the student in the classroom and other venues as needed.
 - Provide feedback on the performance of the school-based therapist as requested.
 - Include the *Project Anchor* Therapist(s) in school-based meetings (IEP, S-Team, etc...) for their client(s) at the request of the legal parent/guardian and/or at the discretion of Cumberland County Schools.
 - Inform parents/guardians that the services are available during school hours.
 - Provide an evaluation of the therapist effectiveness and/or other feedback as needed.

- Provide a lockable file cabinet in a secure area for storage of confidential information that can be used at the discretion of VBHCS staff (medical records are electronic and will be maintained through VBHCS's HIPAA compliant Electronic Medical Records).
2. Volunteer Behavioral Health Care System will:
- Provide staff trained in appropriate child and adolescent therapeutic models and care coordination for child and adolescents to the students referred by Cumberland County Schools as deemed appropriate to serve the caseload of students referred.
 - Ensure that *Project Anchor* therapist(s) and/or staff will deliver in-person counseling sessions to students who have opted to participate in VBHCS counseling services and who have received documented consent of treatment by parent(s)/guardians of each participating student.
 - Ensure face-to-face sessions will be the sole method of care when therapist(s) and/or client(s) utilize Cumberland County Schools facilities to conduct counseling sessions.
 - Ensure that in response to situations or circumstances in which face-to-face sessions are not possible, telehealth services are considered a viable option and can be utilized as a means of rendering services to such clients, should the client and/or their guardian agree to telehealth sessions that do not take place on any facility belonging to Cumberland County Schools.
 - Protect the rights of the child and parents/guardian as legally and ethically required.
 - Provide administrative and clinical supervision for staff as dictated by their level and education and/or licensure.
 - Provide liability and employment insurance as required by law.
 - Follow third party payer regulations regarding modality and frequency of therapy and care of coordination services.
 - Facilitate access and referrals to other needed services.
 - Provide teacher consultation, training, and education as requested.
 - Conduct home visits as needed and requested.
 - Provide regular feedback/communicate with designated school staff as needed related to their individual client needs.
 - Communicate with parents/guardians regarding their client's behavior as necessary.
 - Keep all documentation (progress notes, care plans, assessments) in VBHCS electronic medical record.
 - Ensure staff have access to a cell phone and laptop with internet access.
 - Ensure that if/when their client reports/exhibits suicidal or homicidal ideations, psychosis, aggressive behaviors, or any behavior that could potentially pose a threat to themselves or others during services, the *Project Anchor* therapist(s) will follow their own VBHCS protocols, as well those of Cumberland County Schools. In addition, the therapist will immediately notify the school counselor or safe school's counselor.
 - Ensure that each *Project Anchor* therapist(s)/staff will agree to follow Cumberland County School's Mental Health Protocols (Exhibit A) and Procedures for School Based Therapy Sessions (Exhibit B).
 - Be subject to any new procedures and/or Board Policies deemed appropriate by Cumberland County Schools.
 - Ensure that *Project Anchor* therapist(s)/staff will comply with Cumberland County School's child abuse reporting procedures 6.409 and will report to the school's child abuse coordinator (Exhibit C).
 - Ensure that *Project Anchor* therapist(s)/staff adhere to all policies and procedures of the agency, including those on reporting abuse/neglect, obtaining consent to treat minors,

obtaining proper release of information, sharing protected health information (PHI), reporting adverse occurrences, maintaining code of conduct, etc.

- Ensure **Project Anchor** school-based therapists/ care coordinators will meet credentialing requirements required of all VBHCS staff to include background checks, drug screens, and any other requirements necessary to meet CCS standards. Documentation of such screens will be available through VBHCS's Human Resource Department.
- F. FERPA:** Both Parties shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"), any and all records and information, in whatever form or format received, pertaining to the District's individual students. Both Parties shall not publish confidential information or any other information which identifies students, employees, or officers of the District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Both Parties will protect and ensure confidentiality of children's records. Exceptions will be made when precedence of law or professional ethics permits or requires, such as is necessary for basic coordination of services with the school and family or in situations when a child's welfare is at risk.
- G. HIPAA COMPLIANCE AND CONFIDENTIALITY:** The Parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of shared Clients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

Additional Confidentiality Requirements: Both Parties acknowledge that consumers of mental health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

Breaches of Confidentiality: If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information (PHI), they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to VBHCS Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. Both Parties reserve the right to terminate this agreement if they determine that either Party has violated a material term of the agreement.

Both Parties will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of each other's information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The obligations under this section do not apply to information (i) in the public domain, (ii) entering the public domain other than from a breach by the either Party of this MOU, (iii) previously possessed by either Party without written obligations to the other to protect it, (iv) acquired by either Party without written restrictions against disclosure from a third Party which their knowledge is free to disclose the information, and (v) independently developed by either Party without the use of the other's information.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this MOU.

APPROPRIATE USE AND DISCLOSURES OF PHI:

1. For the proper management and administration of its business;
2. For purposes of treatment, payment (if allowed by law), or healthcare operations;
3. For purpose of providing data aggregation services relating to the healthcare operations of Volunteer Behavioral Health Care System ("data aggregation" means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Volunteer Behavioral Health Care System policies and required by law.

- H. TERM AND TERMINATION:** This MOU is valid for the 2022- 2023 school year and will be renewed annually unless either Party terminates with a written notice 90 days prior to the termination date. In addition, this MOU may be revised in accordance with each organization's need if both Parties agree to such revisions.

This MOU may be amended only by an instrument in writing signed by the Parties hereto.

Termination Due to Legislative or Administrative Changes: This MOU shall be construed to be in accordance with any and all applicable laws, including without limitation, laws relating to Medicare, Medicaid, and other third-party payers, the tax-exempt status of any Party, or the tax-exemption of any bonds for which any Party may be liable. In the event there is a change in such laws, whether by statute, regulation, agency, or judicial decision that has any material effect on any term of this MOU, or in the even that counsel to one Party determines that any term of this MOU poses a risk of violating such laws, then the applicable term(s) of this MOU shall be subject to renegotiation, and either Party may request renegotiation of the affected terms or terms of this MOU, upon written notice to the other Party to remedy such condition. In the interim, the Parties shall perform their obligations hereunder in full compliance with applicable law.

- I. INDEMNIFICATION:** VBHCS shall indemnify, defend, save, and hold harmless, within the limitations stated in Tennessee Code Annotated, Cumberland County Schools and it's elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions, whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by Cumberland County Schools or its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this MOU.

Cumberland County Schools shall indemnify, defend, save, and hold harmless, within the limitations stated in Tennessee Code Annotated, VBHCS and its elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions, whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by VBHCS or its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this MOU.

J. INSURANCE: VBHCS shall secure and keep in force during the term of this MOU the following:

1. Commercial general liability coverage with minimum liability limits of \$1,000,000 per claim, \$1,000,000 per incident, and \$3,000,000 aggregate.
2. Workers Compensation coverage, regardless of requirement by state statute.

K. FORCE MAJURE: If the provision of services agreed upon in this MOU are suspended because of an act of God, inevitable accident, fire, lockout, strike, or other labor dispute, riot, or other civil commotion, an act of public enemy, enactment, rule or act of any government or governmental instrumentality (federal, state or local), failure of any needed equipment or facilities, failure or delay of transportation facilities, or other cause of a similar or different nature not reasonably with VBHCS's control; and, if any such suspension period shall exceed one semester, VBHCS may, by written notice, terminate this MOU with no further liability hereunder. No such suspension shall operate to extend the term of this MOU.

L. GENERAL:

1. Entire Agreement/ Counterparts: This MOU, which contains the entire understanding of the Parties and constitutes the only agreement between the Parties regarding the services set forth above, shall be construed and enforced according to the laws of Tennessee; and it supersedes any and all prior understandings and arrangements; and it cannot be amended orally.
2. Severability: Any provision of this MOU which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this MOU.
3. Construction: The language in this MOU shall be construed, in all cases, according to its fair meaning, and not for or against any Party hereto. The Parties acknowledge that each Party has reviewed the MOU and had an opportunity to review this MOU with legal counsel.
4. Notices: All notices, consents, waivers, and other communications required or permitted by this MOU shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or such other address or person as a Party may designate by notice to the other Parties):

Volunteer Behavioral Health Care System
PO Box 4755
Chattanooga, TN 37405
Attn: Phyllis Persinger, CEO

Cumberland County Schools
368 Fourth Street
Crossville, TN 38555
Attn: Ina Maxwell, Director of Schools

5. Exclusion from Federal Healthcare Programs: VBHCS represents and warrants that neither VBHCS nor any of its agents or employees have been nor are they about to be excluded from participation in any Federal Healthcare Program. VBHCS agrees to notify Cumberland County Schools within one (1) business day of VBHCS's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of VBHCS, its employer or agent, or any VBHCS-owned subsidiary on the Office of the Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that VBHCS or any agent or employee of VBHCS is excluded from any Federal Healthcare Program, this MOU shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the maternal and Child Health Services Block Grant program, the Block Grants for State Social Services program, any state Children's Health Insurance program, or any similar program. Further, VBHCS agrees to indemnify and hold harmless Cumberland County Schools from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compound damages), costs (including reasonable attorneys' fees and expenses) incurred by Cumberland County Schools as a result of VBHCS's failure to notify Cumberland County Schools of VBHCS's or any agent or employee of VBHCS's exclusion from any Federal Healthcare Program.
6. Attorney Fees: Each Party shall be responsible for their respective attorney fees.

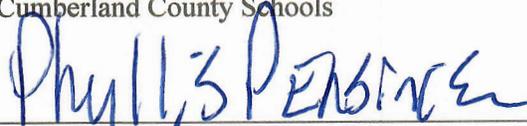
IN WITNESS WHEREOF, the Parties hereto have set their signatures for the purposes contained herein, on the day and date written below.

Jim Inman, Chair of the Board
Cumberland County Board of Education

Date

Ina Maxwell, Director of Schools
Cumberland County Schools

Date



Phyllis Persinger, CEO/President/COO
Volunteer Behavioral Health Care System



Date

**Memorandum of Understanding
Between
Volunteer Behavioral Health Care System
And
Cumberland County Board of Education**

This Memorandum of Understanding (MOU) documents an agreement between Volunteer Behavioral Health Care System, hereinafter referred to as “VBHCS,” and the Cumberland County Board of Education, hereinafter referred to as “Cumberland Board of Education” or “Cumberland County Schools,” each individually as the “Party” and collectively as the “Parties.”

Whereas, VBHCS desires to enter into a Memorandum of Understanding with the Cumberland Board of Education to provide the services described herein and further described in VBHCS contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services (TDMHSAS) for School Based Behavioral Health Liaison Services (SBBHL) to the students within Cumberland County Schools.

Now Therefore, the Parties hereto understand and agree as follows:

A. PARTIES

This Memorandum of Understanding between VBHCS will establish a working relationship to make the described services easily accessible for Cumberland County Schools’ students by offering services on site at participating schools.

B. PURPOSE

The purpose of the MOU is to outline the scope of activities, formalize the exchange of resources/services, and describe the agreed relationships between VBHCS and Cumberland Board of Education in serving the school employees and students, in accordance with the Scope of Services: School Based Behavioral Health Liaisons, hereinafter referred to as “SBBHL Scope of Services,” and included as Attachment A to this agreement.

C. AUTHORITIES

VBHCS will serve as the lead agency collaborative with the Cumberland Board of Education. The Vice President of Grant Services will provide oversight for VBHCS. The Cumberland County Schools Mental Health Coordination Team will provide oversight for the Cumberland Board of Education.

D. CONCEPT AND COOPERATION

Both organizations are separate and independent and work cooperatively to enhance the mental health, well-being, and readiness to learn within the Cumberland County Schools. As such, each organization retains its own identity in providing services. No element of this MOU will be construed to imply any form of financial obligation or liability.

1. VBHCS's SBBHL program will provide a 1 FTE Liaison who will be proficient in or will receive training in a trauma-informed approach. Eligible applicants for the position will have either
 - a. At least a Master's degree in the Behavioral Sciences (e.g. social work, counseling, or psychology) and experience working in a school setting, or
 - b. At least a Bachelor's degree in the Behavioral Sciences, and experience working within a school-type setting; and a minimum of two (2) years' experience with mental health.

Note: VBHCS is required to get approval from grant management at TDMHSAS before opening a position to Bachelor's level applicants.
2. The liaison will promote trauma informed approaches and aim to assist in the prevention and mitigation of the impact of adverse childhood experiences (ACEs) while upholding the System of Care core values and principles.
3. The SBBHL will provide the following services to teachers and students of the participating school(s) (with parental consent when appropriate, as described below).
 - a. Face-to-Face consultation with classroom teachers to assist in creating a positive, trauma-informed classroom that enhances the learning environment and assists the teacher in developing effective, trauma-informed behavior responses;
 - b. Training to school personnel regarding a variety of mental health and substance abuse topics;
 - c. Liaison services to include communication between the school and students' family to build open lines of communication and home-school partnerships. This can include assisting in the IEP process when requested;
 - d. Information and support for school personnel in navigating the local behavioral health system (including crisis services);
 - e. Direct therapeutic services and support opportunities to students that include individual student consultations/interventions to assist in building positive coping and de-escalation skills and at least one group activity offered that may cover a variety of behavioral health topics;
 - f. One or more "School Climate Activity" per school each year, approved by school administration, to be an ongoing or repeated project which aims to positively impact the school environment;
 - g. Assistance with referrals as appropriate for students with further needs, whether within or outside of the school setting, including but not limited to clinical mental health services;
 - h. Other services or participation as required to fulfill the SBBHL Scope of Services (Attachment A) for the academic year.

E. RESPONSIBILITIES OF THE PARTIES

In fulfilling the purpose of this MOU, the Parties agree to participate in, and be responsible for activities as follows:

1. VBHCS shall:
 - a. Provide 1 FTE of a qualified staff person to conduct all program services as SBBHL for the participating school(s) in Cumberland County Schools.
 - b. Provide oversight responsibility for the project including recruitment, hiring (including criminal background check, drug screen, verification of degree, and fingerprinting if required by the school district), training, and supervision of the SBBHL.
 - c. Ensure that the SBBHL will be available on the premises of a participating school during the majority of regular school hours, as scheduled.
 - i. SBBHL work days are based upon the school's teacher calendar, upholding teacher Professional Development days as requested, and as needed to fulfill end of month/year grant reporting requirements.
 - ii. The SBBHL will notify the principal or other school contact if unable to be at a school as expected. This could be due to holidays of VBHCS, meetings or trainings related to the SBBHL program, professional development/continuing education activities, or utilizing paid time off, as for illness.
 - d. Procure adequate supplies for the SBBHL to provide services, including office supplies and technology/communication devices.
 - e. Document activities related to the above described services and provide data related to services for reporting and statistical purposes.
2. Cumberland Board of Education shall:
 - a. Compile and manage data for each participating school(s) and provide data to the SBBHL and VBHCS, which will then be used in program reporting to the State as required.
 - i. Data will include, at a minimum: number of students enrolled, number of teachers employed, student demographics (age, gender, race, ethnicity), and total number of discipline referrals from the previous school year and the current school year.
 - ii. Ensure that these data are provided in time for the State's reporting deadlines:
 - Demographics for the student body are required by the end of August for a new/current school year.
 - Data on the number of school discipline referrals are required before the end of the year's administrative schedule, for both the year just ending and the previous school year.
 - b. Provide access and space within participating school premises for use of SBBHL, to

include:

- i. An office or work space designated for SBBHL when on site, preferably one accessible to students and staff;
 - ii. An office or meeting space that allows for confidential counseling with individual students, supplied for enough time to meet the demands of students within the school;
 - iii. A space which can be used for psychoeducational groups when scheduled;
 - iv. Freedom of movement within the school premises in order to perform duties, such as entry to buildings during regular hours, use of hallways, use of basic employee facilities (break room, restroom, parking, etc.).
- c. Provide and maintain internet access which can be accessed by the Liaisons while on site.
 - d. Provide access to the students through referral by School Counselor or others and assist as necessary with procurement of parental consent.
 - e. Allow or assist with access to faculty through participation in staff meetings and/or professional development and related events, as well as cooperation in arranging of teacher trainings by the SBBHL as required within the SBBHL Scope of Services (Attachment A) and other needs of the school as may be agreed upon.
 - f. Engage with SBBHL in some discussion of school needs and opportunities for growth, both to align services to best serve the community and to ensure collaboration and proper authorization in the School Climate Activity and other SBBHL services.

F. METHODS OF COOPERATION

1. Close ties will be maintained via on-site consultations, meetings, telephone, e-mail, and/or fax between the VBHCS staff and Cumberland County Schools' staff for the purpose of communication. Both Parties commit to ongoing dialogue regarding program outcomes and need for improvement.
2. Staff at both the VBHCS and Cumberland Board of Education will work together in every way to promote the MOU in order to provide school based mental health services to students. The SBBHL is intended to enhance the school service and will not replace existing or future guidance and counseling, special education, student health, or institutional programs.
3. The SBBHL shall work with the school to ensure that guardian permission is obtained for services and supports when applicable per state and federal law requirements.
4. The Parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, gender, sexual orientation, or which is in violation of any applicable laws.
5. VBHCS ensures total quality management of therapeutic protocols during the provision of care and program implementation.
6. Operational Guidelines: VBHCS follows the Commission on Accreditation of Rehabilitative Facilities (CARF) guidelines and recommendations for its mental health services.

G. FERPA

Both Parties shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”), any and all records and information, in whatever form or format received, pertaining to the District’s individual students. Both Parties shall not publish confidential information or any other information which identifies students, employees, or officers of the District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Both Parties will protect and ensure confidentiality of children’s records. Exceptions will be made when precedence of law or professional ethics permits or requires, such as is necessary for basic coordination of services with the school and family or in situations when a child’s welfare is at risk.

H. HIPAA COMPLIANCE AND CONFIDENTIALITY

The Parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of shared Clients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

Additional Confidentiality Requirements: Both Parties acknowledge that consumers of mental health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

Breaches of Confidentiality: If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information (PHI), they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to VBHCS Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. Both Parties reserve the right to terminate this agreement if they determine that either Party has violated a material term of the agreement.

Both Parties will be deemed to have satisfied its obligations under this section by exercising

the same level of care to preserve the confidentiality of each other's information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The obligations under this section do not apply to information (i) in the public domain, (ii) entering the public domain other than from a breach by the either Party of this Agreement, (iii) previously possessed by either Party without written obligations to the other to protect it, (iv) acquired by either Party without written restrictions against disclosure from a third Party which their knowledge is free to disclose the information, and (v) independently developed by either Party without the use of the other's information.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this agreement.

APPROPRIATE USE AND DISCLOSURES OF PHI:

1. For the proper management and administration of its business;
2. For purposes of treatment, payment (if allowed by law), or healthcare operations;
3. For purpose of providing data aggregation services relating to the healthcare operations of Volunteer Behavioral Health Care System (“data aggregation” means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Volunteer Behavioral Health Care System policies and required by law.

I. TERM AND TERMINATION OF MOU

The term of this Memorandum of Understanding is for the period starting date of signage and ending June 30, 2023. At the end of this initial term, and annually for each year following, this MOU will automatically renew for one year unless either Party terminates the agreement with a written notice 90 days prior to the termination date. In addition, this MOU may be revised in accordance with each organization’s need if both Parties are in agreement of such revisions.

This MOU may be amended only by an instrument in writing signed by the Parties hereto.

J. INDEMNIFICATION

VBHCS shall indemnify, defend, save, and hold harmless the Cumberland Board of Education and it’s elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses, or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by the Cumberland Board of Education its subcontractors, agents, employees, or assigns.

This indemnification shall survive the termination or conclusion of this MOU.

The Cumberland Board of Education shall indemnify, defend, save, and hold harmless, within the limitations stated in Tennessee Code Annotated, VBHCS and its elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses, or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by VBHCS or its subcontractors, agents, employees, or assigns.

This indemnification shall survive the termination or conclusion of this MOU.

K. INSURANCE

VBHCS shall secure and keep in force during the term of this agreement the following:

1. Commercial general liability coverage with minimum liability limits of \$1,000,000 per claim, \$1,000,000 per incident, and \$3,000,000 aggregate.
2. Workers Compensation coverage, regardless of requirement by state statute.

L. FORCE MAJURE

If the provision of services agreed upon in this MOU are suspended because of an act of God, inevitable accident, fire, lockout, strike, or other labor dispute, riot, or other civil commotion, an act of public enemy, enactment, rule or act of any government or governmental instrumentality (federal, state or local), failure of any needed equipment or facilities, failure or delay of transportation facilities, or other cause of a similar or different nature not reasonably with VBHCS's control; and, if any such suspension period shall exceed one semester, VBHCS may, by written notice, terminate this MOU with no further liability hereunder. No such suspension shall operate to extend the term of this MOU.

M. RESOLVING DISPUTES

If any dispute arises relating to the MOU, the Parties shall use their best efforts to resolve such dispute or claim through negotiation. No disputes will be settled in court.

N. GENERAL

1. This MOU, which contains the entire understanding of the Parties and shall be construed and enforced according to the laws of Tennessee, supersedes any and all prior understandings and arrangements and cannot be amended orally.
2. Any provision of this MOU which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this MOU.
3. Construction. The language in this agreement shall be construed, in all cases, according to its fair meaning, and not for or against any Party hereto. The Parties acknowledge that

each Party has reviewed the agreement and had an opportunity to review this MOU with legal counsel.

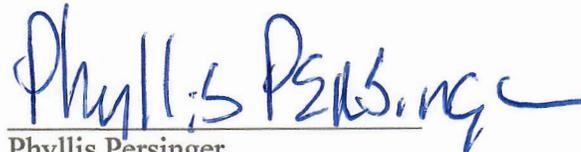
4. Attorney Fees. Each Party shall be responsible for their respective attorney fees.

IN WITNESS WHEREOF, the Parties hereto have set their signatures for the purposes contained herein, on the day and date written below.

CUMBERLAND COUNTY BOARD
OF EDUCATION

VOLUNTEER BEHAVIORAL
HEALTH CARE SYSTEM

Dr. Ina Maxwell
Director of Schools



Phyllis Persinger
CEO/President

DATE _____

DATE 5/25/22

MEMORANDUM OF UNDERSTANDING BETWEEN CUMBERLAND COUNTY SCHOOLS & CENTERSTONE OF TENNESSEE

Cumberland County Schools agrees to enter into a one-year agreement with the school-based therapy division of Centerstone of Tennessee, Inc. Centerstone will employ staff that will provide school-based therapy (mental health services) at designated sites within Cumberland County Schools as agreed upon by both parties. The staff will consist of Centerstone employee(s) and will have training and qualifications to work effectively with school age children who have emotional and behavioral challenges.

This MOU is valid from 08/01/2022 through 08/01/2023. During this period modifications can be made through mutual agreement between parties that is appropriately documented in writing.

Centerstone will:

- Provide therapist(s) to serve the Cumberland County Schools (any change from part-time to full-time status and/or number of staff will be determined by need, and the maintenance of individual positions will be contingent upon the therapist maintaining a full caseload).
- When client referrals are made by an agency and/or individual outside of the school system and will be provided services within Cumberland County Schools, Centerstone therapist(s) will consult/collaborate with the school counselor(s) prior to adding the client to their caseload.
- Provide administrative and clinical supervision for unlicensed school-based therapist(s) weekly.
- Provide liability insurance as required by law.
- Facilitate access and referrals to other clinic and/or community-based services.
- Provide individual and/or family therapy services (group therapy may also be provided on occasion to some identified clients as clinically appropriate and at the discretion of Centerstone and Cumberland County Schools).
- Centerstone therapist(s) will deliver in-person counseling sessions to students who have opted to participate in Centerstone counseling services.
 - Face-to-face sessions will be the sole method of care when therapists and/or client(s) utilize Cumberland County Schools facilities to conduct counseling sessions.
 - In response to situations or circumstances in which face-to-face sessions are not possible, telehealth services are considered a viable option and can be utilized as a means of rendering services to such clients should the client and/or their guardian agree to telehealth sessions that do not take place on any facility belonging to Cumberland County Schools.
 - Any telehealth service rendered will be conducted in accordance with all relevant statutes within Tennessee Code Annotated, applicable licensure rules and

regulations formulated by the Tennessee Department of Mental Health and Substance Abuse Services, and Centerstone's Policies and Procedures.

- Conduct home visits as needed.
- Will communicate with designated school staff as needed related to their individual client needs.
- Safeguard all rights of the client as legally and ethically required.
- Coordinate services between the client's mental health provider(s) and other pertinent community staff.
- Communicate with parents/guardians regarding their client's behavior as necessary.
- Keep all documentation (progress notes, care plans, assessments) in Centerstone's electronic medical record.
- Ensure staff have access to a cell phone and laptop.
- If/when their client reports/exhibits suicidal or homicidal ideations, psychosis, aggressive behaviors, or any behavior that could potentially pose a threat to themselves or others during services; the Centerstone therapist(s) will follow their own protocols, as well those of Cumberland County Schools. In addition, the therapist will immediately notify the school counselor or safe schools counselor.
- Each Centerstone therapist(s) will agree to follow Cumberland County School's Mental Health Protocols ([Exhibit A](#)) and Procedures for School Based Therapy Sessions ([Exhibit B](#)).
- Centerstone will be subject to any new procedures and/or Board Policies deemed appropriate by Cumberland County Schools.
- Each Centerstone therapist(s) will comply with Cumberland County School's child abuse reporting procedures 6.409 ([Exhibit C](#)) and must report suspected child abuse to the schools child abuse coordinator, school contacts can be found [HERE](#).
- Centerstone will obtain permission from parent/legal guardian before providing counseling services within Cumberland County Schools to any student under 18 years of age.

Cumberland County Schools will:

- Provide a suitable private space for individual in-person therapy sessions.
- Develop a referral system for Centerstone school-based therapy services.
- Provide feedback on the performance of the school-based therapist as requested.
- Include Centerstone Therapist(s) in school based meetings for their client(s) at the request of the legal parent/guardian and/or at the discretion of Cumberland County Schools.

Centerstone's school-based therapist(s) hired to work within Cumberland County Schools will meet all standards set by Centerstone's credentialing committee to ensure candidates have met all new hire requirements. These requirements will comply with Cumberland County Schools hiring policies, and Centerstone will be able to produce the required documentation if requested.

Cumberland County Schools reserve the right to terminate this agreement at any time due to any violation of the above conditions.

Jim Inman, Chair of the Board
Cumberland County Board of Education

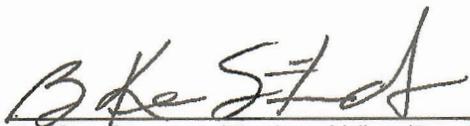
Date

Ina Maxwell, Director of Schools
Cumberland County

Date

B. Ken Stewart, Regional Vice President
Centerstone

Date



B. Ken Stewart, Regional Vice President
Centerstone

5-26-22

Date