

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT THE MEMORANDUM OF UNDERSTANDING WITH CAMELOT CARE CENTERS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on July 19, 2023, the board approved Resolution No.: 2024-035 authorizing the mayor to sign a Memorandum of Understanding with Camelot Care Centers for the fiscal year 2024; and

WHEREAS, since execution of the MOU, Camelot has experienced staffing difficulties which the city is agreeable to accommodate necessitating a change in paragraph 2. of the MOU; and

WHEREAS, additionally, a scrivener's error was identified in paragraph 9., relative to compensation which the parties desire to correct; and

WHEREAS, the proposed amendment makes the necessary changes to the agreement to address the foregoing; and

WHEREAS, the proposed amendment set out below was approved by the Board of Education on January 9, 2024.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That Amendment 1 to the Memorandum of Understanding with Camelot Care Centers for the fiscal year 2024, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Amendment 1 to the Memorandum of Understanding with Camelot Care Centers for the fiscal year 2024, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said amendment being generally as follows:

**AMENDMENT NUMBER 1
TO THE MEMORANDUM OF UNDERSTANDING
ENTERED INTO BETWEEN
CAMELOT CARE CENTERS, INC.,
AND
CITY OF KINGSPORT, TENNESSEE FOR ITS
KINGSPORT CITY SCHOOLS**

WHEREAS, on the 19th day of July, 2023 the parties entered into a Memorandum of Understanding which set forth the terms and conditions pursuant to which Camelot Care Centers, Inc. ("Provider") would provide services to the City of Kingsport for its Kingsport City Schools ("School System") and for which School System would compensate Provider; and

WHEREAS, Provider's obligation to provide staffing being highly dependent upon an extremely competitive labor market, which School System acknowledges and appreciates, requires that clarity be added to Paragraph 2 in the event staffing levels are unobtainable; and

WHEREAS, additionally, the parties have since discovered a scrivener's error in paragraph 9 of the Memorandum of Understanding as to the total amount of compensation and the payments due at the specified intervals; and

WHEREAS, the parties hereby agree that each will benefit from the correction of errors and added clarity to paragraphs 2 and 9 of the agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which being deemed good and adequate consideration Paragraph 9 of the agreement is amended to read as follows:

2. Staffing: Provider shall undertake all reasonable steps necessary to provide Eleven (11) qualified mental health professionals who will provide services for the School System. Provider's staff will work with the child, the child's family, and the educational staff at the School to develop and implement treatment plans and provide services in accordance with the established treatment plans. In the event Provider is unable to Provide the full contingent of Staff the compensation due provider shall be as set forth in Paragraph 9.

9. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee not to exceed One Hundred Ninety Eight Thousand Dollars and No Cents (\$198,000.00) for the services provided by Provider for the term of this Agreement as specified in Section 7. The Provider will issue two (2) invoices neither of which shall exceed \$99,000.00 to the School System. One invoice issued in December 2023 and one in May 2024. In the event that Provider has less staff than mentioned in paragraph 2, the School System will pay \$18,000 per qualified mental health professional provided.

Except as hereby amended, all other terms and conditions of the Memorandum of Understanding effective July 19, 2023, shall remain in full force and effect.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment/agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 16th day of January, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY