

**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.

CAMELOT CARE CENTERS, INC.

CITY OF KINGSPORT

By:_____

By:_____

Date:_____

Date:_____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney