

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH CAMELOT CARE CENTERS, INC. FOR BEHAVIORAL HEALTH AND COUNSELING SERVICES FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, Kingsport City Schools currently receives services from Camelot Care Centers, Inc., for behavioral and consulting services provided to students; and

WHEREAS, the city would like to continue these services; and

WHEREAS, the cost for the services provided by Camelot Care Center, Inc., shall not exceed \$198,000.00, and funding is available in account General Purpose Fund (\$46,000) Account# 141-7250-773.03-99, ESSER 3.0 Funds (\$36,000) Account# 142-7250-773.03-99 MH2231, Safe Schools Grant Funds (\$98,000) Account# 141-7250-773.03-99 SSA024, and Coordinated School Health Program (\$18,000) Account# 141-7250-772.03-99 CSH024; and

WHEREAS, the Board of Education approved the MOU on July 11, 2023.

Now therefore,

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

SECTION I. That the Memorandum of Understanding with Camelot Care Centers, Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed 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, a memorandum of understanding with Camelot Care Centers, Inc., and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the memorandum of understanding being as follows:

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the "Agreement") is entered into on this 19<sup>th</sup> day of July 2023, by and between the City of Kingsport for its Kingsport City School System School System ("School System School System") and Camelot Care Centers, Inc. ("Provider").

WHEREAS, School System recognizes that offering mental health and/or other counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

WHEREAS, Provider is a provider of children and adolescent behavioral health services and has the necessary qualifications, experience, and abilities to provide behavioral health services to students at the following locations: Dobyns-Bennett HS, Ross N. Robinson MS, John Sevier MS, D-B EXCEL, Cora Cox Academy, Andrew Jackson ES, Theodore Roosevelt ES, Abraham Lincoln ES, John F. Kennedy ES, George Washington ES, Thomas Jefferson ES, Andrew Johnson ES, and John Adams ES.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Children Served: Provider will work with each school listed above to offer individual and group therapy services to eligible students, and will respond to any crisis or behavioral issues that may

- arise at the school, upon request of the principal or principal's designee. Participating children must be determined eligible for services based on assessment by a Provider qualified mental health professional staff member. A parent or guardian must give written consent and must complete all necessary documentation for their child to participate in the program. Eligibility for services will be determined by Provider, based upon payers' eligibility criteria.
2. Staffing: Eleven (11) qualified mental health professionals 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.
  3. Assessment of Eligibility: Provider will provide all referred students with an appropriate assessment of eligibility to receive services in accordance with applicable payer guidelines, and in accordance with all applicable Federal, State and Provider guidelines. Provider will bill insurance, Medicaid or responsible parties for children who have Medicaid, private insurance or other means of payment. For uninsured children who are referred for services, Provider will provide services on a pro bono basis, as time and resources allow. If Provider is not able to provide pro bono services to all children in need of services, Provider will assist with making appropriate referrals for outpatient services with another organization.
  4. Service Goals: Provider will provide services that meet the following goals:
    - a. Work with School administrative staff to identify children needing services.
    - b. Coordinate all activities through the Principal or designated staff member to effectively maintain a therapeutically sound clinical service.
    - c. Improve or maintain the child's level of functioning as associated with the targeted behaviors.
    - d. Provide quality, comprehensive and culturally competent services that are age appropriate to respond to the unique needs of each child.
  5. Expectations for School:
    - a. Refer children who have been identified as needing services to Provider for assessment.
    - b. Provide appropriate work space for Provider's staff during regular School business hours, including, but not limited to:
      - i. Private space for use during times when individual therapy or parent meetings are necessary;
      - ii. Private group meeting space for group therapy;
      - iii. Access to classroom if classroom observation and/or classroom interventions are determined therapeutically beneficial.
    - c. Provide access to and use of classroom materials for therapeutic activities.
    - d. Provide access to children who have been identified as in-need of services and whose parents/guardians have consented to an assessment for services and treatment.
    - e. Assist Provider in obtaining consent from parents to permit the exchange of information about the child, between School and Provider.

Expectations of Provider:

    - f. Provide clinically competent services within the dynamics of a school milieu.
    - g. Be accountable for its staff involved in the provision of services at School.
    - h. Provide all staff supplies and equipment needed for the provision of services at School.
    - i. Assure professional staff are appropriately licensed or credentialed to provide services to School System's students.
    - j. Provide crisis intervention on-site for emergencies with staff and children who are receiving services.
  6. Duration of Agreement: This Agreement is for school year 2023-2024, starting August 2023 and ending June, 2024. This Agreement is renewable on a yearly basis. Either party may terminate this Agreement upon 60 days' notice, with or without cause, by providing written notice to the other party.
  7. Coordination: Any policy changes, concerns, or problems with this Agreement will be addressed by Provider's Assistant State Director and/or staff supervisor and the designated School System contact.
  8. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee of Ninety 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 three (2) invoices for \$99,000.00 to the School System on December 22, 2023 and May 23, 2024.
  9. Licensure: Provider certifies that it has the necessary licensure and/or credentials to perform the services contemplated by this Agreement based on the laws of the State of Tennessee. Provider will maintain valid licensure and/or credentials and agrees to keep licensure and/or

credentials in good standing at all times during the term of this Agreement. In the event that Contractor's licensure and/or credentials are revoked, suspended, invalidated, and/or terminated during the Agreement term, it must notify School System immediately upon such revocation, suspension, invalidation, and/or termination.

10. Confidentiality of Records: Provider shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, et seq.; 34 CFR Part 99). Provider acknowledges that the requirements and terms set forth under FERPA are additional terms under this Agreement and, therefore, fully incorporated herein and made a part hereof. Provider will adhere to requirements as established by School System policies and procedures and FERPA, as specified in 34 C.F.R. Part 99.30, for disclosure of "educational records."
11. Indemnification: Provider shall indemnify School System, its board members, officers, employees, or agents harmless from any liability for any injury (including death) to any persons or damage to any property arising out of the acts, errors, or omissions committed or alleged to have been committed by Provider or its employees. Provider will defend and pay costs to indemnify and hold School System harmless from any and all demands, claims, suits, actions and legal proceedings, including allegations of negligence, brought against School System, its board members, officers, employees or agents arising out of alleged acts or omissions by Provider in the course of performing services pursuant to this Agreement.
12. Insurance: Provider will furnish to School System Certificates of Insurance, or certified copies of policies if so requested at any time, indicating that the following insurance coverages (underlined) have been obtained, which meet the minimum requirements as outlined below:  
Professional Liability Insurance in the name of the Provider, pertinent to Provider's profession, including the employees as insureds, at an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.  
For any claims related to this Agreement, Provider's insurance coverage shall be primary insurance with respect to School System, its officers, officials, employees, and agents. Any insurance or self-insurance or other funding mechanism(s) maintained and/or carried by School System, its officers, officials, employees, or agents shall be excess of the Provider's insurance with no right of contribution. Policy or Policies shall provide cross-claim and severability of interest coverage for losses due to the negligence, omission, or other conduct of Provider. Provider shall provide no less than thirty (30) days written notice to School System at the address listed in this Agreement prior to cancelling any insurance policy coverage required by this Agreement.
13. Notice: Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised in writing:  
Notice to School System shall be sent to the following:  
Jim Nash  
Chief Student Services Officer, Kingsport City Schools  
400 Clinchfield Street, Suite 200  
Kingsport, TN 37660  
423-378-2169  
jnash@k12k.com  
Notice to Provider shall be sent to the following:  
Aaron Shankle, MA  
Director of Business Development, Camelot Care Centers, Inc.  
2971 Fort Henry Drive  
Kingsport, TN 37664  
423-392-2975 Ext. 1010  
ashankle@camelotcare.com
14. Governing Law: This Agreement is made in the State of Tennessee and shall be governed and interpreted according to the laws of the State of Tennessee without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement, including, but not limited to, enforceability of this Agreement, to interpret any provision of this Agreement, or to remedy any breach of this Agreement, shall be brought in the state or federal court(s) of Sullivan County, Tennessee. No claim or cause of action described in this paragraph shall be pursued in any other state or federal jurisdiction.
15. Independent Contractor: Provider is, and shall be, in the provision of all services under this Agreement, an Independent Contractor, and not an employee, agent, or servant of School System. All persons engaged in any of the services performed pursuant to the Agreement shall at all times, and in all places, be subject to Provider's sole direction, supervision and control. Provider shall exercise control over the means and manner in which it and its employees perform

the services, and in all respects the Provider's relationship and the relationship of its employees to School System shall be that of an Independent Contractor and not as employees or agents of School System.

16. General Compliance with Laws: Provider certifies that it is qualified to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Provider shall maintain all current certifications, licenses, and registrations relevant to providing services during the term of the Agreement.
17. Severability: If any provision of this Agreement is held to be unlawful, invalid or unenforceable, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
18. Backgrounds Checks Required. Provider will fully comply and require its employees and contractors to fully comply with the requirements contained in T.C.A. § 49-5-413(d) pertaining to required background checks for contractors who will have employees or subcontractors and employees that have direct contact with school children or a child care center or have access to the grounds of a school when children are present will have mandatory backgrounds checks as set out in the statute, and Provider has a duty to require such employee to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee bureau of investigation and the federal bureau of investigation prior to permitting the person to have contact with the children or enter school grounds. Provider agrees that no employer, or employee of the employer, including contractors of Provider, to whom T.C.A. § 49-5-413(d) applies, shall 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 that the employer or employee has ever been convicted of any offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
  - (i) A sexual offense or a violent sexual offense as defined in § 40-39-202;
  - (ii) Any offense in title 39, chapter 13; (Offenses Against Person)
  - (iii) §§ 39-14-301 and 39-14-302; (Arson; Aggravated Arson)
  - (iv) §§ 39-14-401-39-14-404; (Definitions for burglary and related offenses; Burglary; Aggravated burglary; Especially Aggravated Burglary)
  - (v) §§ 39-15-401 and 39-15-402; (Child abuse and child neglect or endangerment; Haley's Law – Aggravated child abuse and aggravated child neglect or endangerment – Definitions)
  - (vi) § 39-17-417; (Criminal offenses and penalties) pertains to controlled substances
  - (vii) § 39-17-1320; (Providing handgun to juveniles – Penalties) or
  - (viii) Any other offense in title 39, chapter 17, part 13. (Weapons)

Prior to Provider providing service to School System pursuant to this Memorandum of Understanding, Provider shall certify in writing to School System that all employees of Provider or its contractors providing service to students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification under T.C.A. § 49-5-413(d).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

{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 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 18<sup>th</sup> day of July, 2023.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY