

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools currently receives services from Frontier Health/Holston Children and Youth Services for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students; and

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

WHEREAS, the cost for the services shall not exceed \$130,000.00, and funding is available in account 141-7250-773.03-99; and

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

Now therefore,

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

SECTION I. That an agreement with Holston Children and Youth Services/Frontier Health 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, the agreement with Frontier Health/Holston Children and Youth Services and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**FRONTIER HEALTH
Holston Children and Youth Services
And
City of Kingsport for
KINGSPORT CITY SCHOOLS
CONTRACTUAL AGREEMENT
Local Program
SY 2023-2024**

PARTIES:

Holston Children and Youth Services/Frontier Health (FH) and the City of Kingsport for its Kingsport City Schools (herein Kingsport City School System of Kingsport Board of Education) are the parties to this contract (herein Contract) for alcohol and drug prevention, behavioral health interventions, and student assistance services.

CONTRACT:

For, and in consideration of mutual advantages occurring to each of the parties hereto, said parties have agreed and do hereby obligate and bind themselves as follows:

- A. In accordance with school safety and mental health service needs, Frontier Health will provide the personnel to deliver Student Assistance services and Behavioral Health intervention services to all referred students.
- B. Counseling services will be provided on a full-time basis with the following guidelines:
 - a. Student Assistance Counselors will be available at John Sevier and Ross N. Robinson Middle Schools for four (4.5) days per week (36 hours) or 65% of their time dedicated to

the school system with allowance for billing third party sources as deemed medically necessary at 35% of their time.

- b. One Masters level School Wide Behavioral Therapist will be available to the school system for any school needing specialized services working with any student in the school population and with the two current school behaviorists for four and a half (4.5) days per week (36 hours) or 70% of their time dedicated to the school system with allowance for billing third party sources as deemed medically necessary at 30% of their time.
- c. Frontier Health will provide Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing substance abuse prevention and behavioral health intervention to K-12 students.
- d. Frontier Health will assist students and their families in accessing additional behavioral health services which may be indicated to insure student safety and well-being.
- C. Frontier Health will provide training, supervision and oversight for all contracted mental health services, participate in management team meetings, actively participate in the collaboration with all partners, and provide all information needed for the evaluation of this project. Evidence-based and trauma informed practices selected and described in this project will be implemented in coordination with Kingsport City School System.
- D. Payment for services described in section B will be \$130,000.00 for the contract period. This includes all salary costs, fringe benefits, supplies, clinical supervision, and professional liability insurance and travel. It is agreeable by Kingsport City School System for FH staff to bill third party payer sources as appropriate for additional clinical services as deemed medically necessary.
- E. The contract sum is to be paid in three installments.
- F. Frontier Health will hold the Kingsport Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract, and shall maintain liability insurance in an amount not less than \$1,000,000, and provide evidence of such insurance to the Kingsport City Board of Education.
- G. Frontier Health warrants that all employees and/or agents who will provide services under this Contract are duly certified, trained and licensed and accredited to offer and perform such services and that such employees and/or agents have undergone appropriate background checks and are fit to perform these services.
- H. Frontier Health and all employees and agents utilized in the performance of this Contract agree to carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this Contract. Frontier Health agrees that it will hold the Kingsport City Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract.
- I. Individuals engaged by Frontier Health to perform services under this Contract shall not be considered employees of the Kingsport City School System and shall not be entitled to any benefits or compensation arising there from, other than those specifically provided for under this Contract.
- J. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.
- K. Frontier Health will fully comply and require its contractors and agents to fully comply with the requirements contained in Tenn. Code Ann. § 49-5-413(d) pertaining to required background checks for individuals, who will have direct contact with school children or a child care center or have access to the grounds of a school when children are present. Frontier Health will have mandatory background checks as set out in the statute, and Frontier Health has a duty to require such individuals 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 to enter school grounds. Frontier Health agrees that no employee or contractor of vendor to whom Tenn. Code Ann. § 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 of the offenses listed in Tenn. Code Ann. § 49-5-413 including the following 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 T.C.A. § 40-39-202;

- (ii.) Any offense in title 39, chapter 13 (offenses against persons);
- (iii.) T.C.A. §§ 39-14-301 AND 39-14-302 (arson, aggravated arson);
- (iv.) T.C.A. §§ 39-14-401 through 39-14-404 (Definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary);
- (v.) T.C.A. §§39-15-401 through 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment);
- (vi.) T.C.A. § 39-17-417 (controlled substances offenses)
- (vii.) T.C.A. § 39-17-1320 (providing handgun to juveniles); or
- (viii.) Any other offense in title 39, chapter 17, part 13 (weapons).

Frontier Health shall certify in writing to District that all employees of Frontier Health or its contractors providing services to students or entering on school grounds when children are present have successfully completed the required background check or otherwise complied with Tenn. Code Ann. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualifications under Tenn. Code Ann. § 49-5-413(d).

ASSURANCES:

Both parties agree to comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this Contract:

- A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
- B. In accordance with Titles VI and VII of the Civil Rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of either party.

OTHER PROVISIONS:

- A. This Contract, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of the terms and conditions of the Contract shall not be binding unless assented to by all parties in writing.
- B. This Contract shall be effective as of July 1, 2023 through June 30, 2024.
- C. This Contract may be terminated by either party by giving written notice to the other at least sixty (60) days before the effective date of termination. In that event, FH shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.
- D. Neither Party is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so. Neither party shall engage in the recruitment, solicitation, enlistment, or contracting of active employees of the other party for the purpose of employment during the duration of this agreement, and shall avoid the hiring of active contracted employees who are working in positions identified within this agreement.

IN **WITNESS WHEREOF**, this Contract is executed by the parties through their authorized officers or representatives.

{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 18th day of July, 2023.

PATRICK W. SHULL, Mayor

ATTEST

ANGIE MARSHALL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney