

CONTRACT FOR PHYSICAL, OCCUPATIONAL AND SPEECH THERAPY

This Contract, by and between the **Campbell County Board of Education**, hereinafter termed the "Board of Education", and **Grace Rehabilitation Center, Inc.**, hereinafter termed the "Contractor", is for the express purpose of providing the below listed therapy services.

WITNESSETH, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this contract, according to provisions set out herein.

- I. The Contractor agrees to provide and demonstrate its ability to provide the following services, as requested by the Board of Education.
 - A. Service students in all schools operated by the Board of Education.
 - B. TennCare will be the primary payer for the services provided. Contractor is a participating provider for all TennCare patients in East Tennessee.
 - C. Provide home therapy services for homebound students upon approval of and Designation by the Special Education Director.
 - D. Write goals and objections for IEP.
 - E. Meet State and Federal requirements for all paper work.
 - F. Meet State guidelines for certification.
 - G. Conduct evaluations and provide services on an as-needed basis.
 - H. Provide written evaluation and progress reports within acceptable times.
 - I. Supervisory visits will be provided at no cost to the Board of Education and are the responsibility of the Contractor.

- II. The Contractor agrees to the following general conditions:
 - A. Contractor will perform therapy services under the supervision of the Special Education Supervisor and meet with him/her either monthly or on an "as needed" basis.
 - B. Contractor will be responsible for his/her transportation to schools within the county at no cost to the school system.

- III. The parties further agree that the following shall be essential terms and conditions of this contract:
 - A. The term of this contract shall be for the 2023-2024 school year.
 - B. The services contemplated to be performed by the Contractor pursuant to this Contract shall not commence until such time that a purchase order(s) has been issued to the Contractor, as signed by the Campbell County Director of Finance, authorizing such services to be performed. The Contractor shall not perform services in excess of the amount authorized in the purchase order(s) signed by the Campbell County Director of Finance.
 - C. This contract may be terminated by either party by giving a 30 day written notice.
 - D. If the Contractor fails to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor violates any of the terms of this contract, the Board of Education shall have the right to immediately

terminate this contract and withhold payments in excess of fair compensation for work completed.

- E. Service Provider shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a.) Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b.) Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c.) BOARD of EDUCATION and SERVICE PROVIDER ensures that the rights and privileges available to the children attending schools of BOARD OF EDUCATION shall be available to the children served by the SERVICE PROVIDER, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
- F. The Contractor agrees to carry adequate public liability and other appropriate forms of insurance and to pay all taxes incident hereunto. The school system shall have no liability except as specifically provided in this agreement.
- G. The Contractor warrants that he/she is licensed as required by law to perform the duties prescribed herein. All personnel of Contractor will hold proper credentials and copies of all licenses will be supplied to Board of Education.
- H. The parties agree that this contract is for independent services and does not create a regular employment relationship between the Board of Education and the Contractor.
- I. The Contractor will be the exclusive provider of physical and occupational therapy for the school system. Speech therapy will be provided at schools designated by the Board of Education and agreed upon by the Contractor.
- J. The IEP's will be developed or amended in coordination with the Director of Special Education according to state and federal rules and regulations.
- K. Service Provider shall:
 - a.) Require all applicants for employment and all current employees 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 children or enter school grounds;
 - b.) Not allow an employee to come in direct contact with school children or to enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c.) Not allow an employee to come in direct contact with school children or to enter the grounds of a school when children are present if the criminal record indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. 40-39-202

IV. Contract Length:

- A. July 1, 2023 to June 30, 2024.
- B. Fifty Two (52) weeks to include standard school year and summer program.

V. Expense

- A. IDEA regulations require that all mandated services be provided at no cost to the family. A cost to the family may include an increase in premium, cancellation of the policy, or a decrease in any type of coverage.
- C. Since state and federal regulations also prohibit any company from not billing a co-insurance or deductible, the school system shall be responsible for paying Grace Rehabilitation this amount.
- D. Standard treatment for Physical, Occupational, and Speech Therapy:
 1. The School System will be billed for TennCare non-approved and private insurance (school pay) students at the rate listed below:
 - a. cost per evaluation = **\$30.00**
 - b. cost per specific half-hour sessions for direct service to students requiring physical, occupational, and speech therapy = **\$30.00**
 - c. cost per consultation = **\$30.00/Hr**
 - d. cost per IEP-team meetings = **\$0.00/Hr** for the first 30 minutes, then **\$15.00** per unit (15 minutes) thereafter.
 - e. travel = **\$0.00**
 2. All pre-certified TennCare clients which are denied by the intermediary is the responsibility of Grace Rehabilitation.
 3. All clients denied initial pre-certification by any insurance are the responsibility of the school system.
 4. The school system shall have the responsibility of informing Grace Rehabilitation of any meetings that need to be attended.
 5. Pre-school screenings will be free of charge to the school system but Must be pre-approved by the Special Education Director.
 6. Goals and recommendations of service frequency will be provided in Writing in the IEP meetings at no cost to the school system.

VI. Operations

- A. Contractor will be responsible for obtaining physicians' orders, parent approval, and school approval by signature prior to:
 1. First semester (2023 calendar year)
 2. Second semester (2024 calendar year)
 3. Summer Program (if needed)
- B. Clinical Paperwork
 1. Monthly progress notes sent to Special Ed Director or when requested
 2. Monthly logs of service individualized per child or when requested

3. Re-evaluation on a monthly basis for each client

C. Clerical Paperwork/Billing

1. Attached logs for services to bill

- a. Treatment sessions
- b. Remittance advices from insurance company
- c. IEP meetings and documentation

2. Miscellaneous

- a. Invoice for school system will be sent at the first of each month for prior month's services. Payment will be due within 30 days upon receipt of invoice.

VII. Discharge Policy

- A. Recommendation to the doctor for discharge
- B. Communication with the schools concerning discharge
- C. Service continued until IEP development, including discharge

In Witness whereof, the parties have by their duly authorized representatives set their signatures.

Name of Contractor: **Grace Rehabilitation Center, Inc.**

By: _____
Authorized Signature Date

Name of School System: **Campbell County**

By: _____
Director of Schools Date

By: _____
Special Education Director Date

By: _____
Board of Education Chair Date

By: _____
Finance Director Date

By: _____
Attorney Date

CONTRACT FOR SPEECH THERAPY

This Contract, by and between the **Campbell County Board of Education**, hereinafter termed the "Board of Education", and **Grace Rehabilitation Center, Inc.**, hereinafter termed the "Contractor", is for the express purpose of providing the below listed therapy services.

WITNESSETH, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this contract, according to provisions set out herein.

- I. The Contractor agrees to provide and demonstrate its ability to provide the following services, as requested by the Board of Education.
 - A. Service students at Jacksboro Elementary operated by the Board of Education.
 - B. TennCare will be the primary payer for the services provided. Contractor is a participating provider for all TennCare patients in East Tennessee.
 - C. Provide home therapy services for homebound students upon approval of and Designation by the Special Education Director.
 - D. Write goals and objections for IEP.
 - E. Meet State and Federal requirements for all paper work.
 - F. Meet State guidelines for certification.
 - G. Conduct evaluations and provide services on an as-needed basis.
 - H. Provide written evaluation and progress reports within acceptable times.
 - I. Supervisory visits will be provided at no cost to the Board of Education and are the responsibility of the Contractor.

- II. The Contractor agrees to the following general conditions:
 - A. Contractor will perform Speech Language Therapy services at Jacksboro Elementary School under the supervision of the Special Education Supervisor and meet with him/her either monthly or on an "as needed" basis.
 - B. Contractor will be responsible for his/her transportation to schools within the county at no cost to the school system.

- III. The parties further agree that the following shall be essential terms and conditions of this contract:
 - A. The term of this contract shall be for the 2023-2024 school year.
 - B. The services contemplated to be performed by the Contractor pursuant to this Contract shall not commence until such time that a purchase order(s) has been issued to the Contractor, as signed by the Campbell County Director of Finance, authorizing such services to be performed. The Contractor shall not perform services in excess of the amount authorized in the purchase order(s) signed by the Campbell County Director of Finance.
 - C. This contract may be terminated by either party by giving a 30 day written notice.

- D. If the Contractor fails to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor violates any of the terms of this contract, the Board of Education shall have the right to immediately terminate this contract and withhold payments in excess of fair compensation for work completed.
- E. Service Provider shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a.) Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b.) Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c.) BOARD of EDUCATION and SERVICE PROVIDER ensures that the rights and privileges available to the children attending Caryville Elementary School shall be available to the children served by the SERVICE PROVIDER, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
- F. The Contractor agrees to carry adequate public liability and other appropriate forms of insurance and to pay all taxes incident hereunto. The school system shall have no liability except as specifically provided in this agreement.
- G. The Contractor warrants that he/she is licensed as required by law to perform the duties prescribed herein. All personnel of Contractor will hold proper credentials and copies of all licenses will be supplied to Board of Education.
- H. The parties agree that this contract is for independent services and does not create a regular employment relationship between the Board of Education and the Contractor.
- I. The Contractor will be the exclusive provider of speech language therapy for the Jacksboro Elementary School.
- J. The IEP's will be developed or amended in coordination with the Director of Special Education according to state and federal rules and regulations.
- K. Service Provider shall:
 - a.) Require all applicants for employment and all current employees 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 children or enter school grounds;
 - b.) Not allow an employee to come in direct contact with school children or to enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c.) Not allow an employee to come in direct contact with school children or to enter the grounds of a school when children are present if the criminal record indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann.40-

39-202

IV. **Contract Length:**

- A. August 10, 2023 to May 31, 2024.

V. **Expense**

- A. IDEA regulations require that all mandated services be provided at no cost to the family. A cost to the family may include an increase in premium, cancellation of the policy, or a decrease in any type of coverage.
- C. Since state and federal regulations also prohibit any company from not billing a co-insurance or deductible, the school system shall be responsible for paying Grace Rehabilitation this amount.
- D. **Speech Therapy for Jacksboro Elementary School**
 1. The School System will be billed separately for TennCare non-approved and private insurance (school pay) students at the rate of \$7,000.00 monthly for ten months, not to exceed \$70,000.00 annually for a full-time Speech Language Pathologist
 2. All pre-certified TennCare clients which are denied by the intermediary is the responsibility of Grace Rehabilitation.
 3. All clients denied initial pre-certification by any insurance are the responsibility of the school system.
 4. The school system shall have the responsibility of informing Grace Rehabilitation of any meetings that need to be attended.
 5. Pre-school screenings will be free of charge to the school system but Must be pre-approved by the Special Education Director.
 6. Goals and recommendations of service frequency will be provided in Writing in the IEP meetings at no cost to the school system.

VI. **Operations**

- A. Contractor will be responsible for obtaining physicians' orders, parent approval, and school approval by signature prior to:
 1. First semester (2023 calendar year)
 2. Second semester (2024 calendar year)
 3. Summer Program (if needed)
- B. **Clinical Paperwork**
 1. Monthly progress notes sent to Special Ed Director or when requested
 2. Monthly logs of service individualized per child or when requested
 3. Re-evaluation on a monthly basis for each client
- C. **Clerical Paperwork/Billing**
 1. Attached logs for services to bill

- a. Treatment sessions
 - b. Remittance advices from insurance company
 - c. IEP meetings and documentation
2. Miscellaneous
- a. Invoice for school system will be sent at the first of each month for prior month's services. Payment will be due within 30 days upon receipt of invoice.

VII. Discharge Policy

- A. Recommendation to the doctor for discharge
- B. Communication with the schools concerning discharge
- C. Service continued until IEP development, including discharge

In Witness whereof, the parties have by their duly authorized representatives set their signatures.

Name of Contractor: Grace Rehabilitation Center, Inc.

By: _____

Authorized Signature

Date

Name of School System: Campbell County

By: _____

Director of Schools

Date

By: _____

Board of Education Chair

Date

By: _____

Special Education Director

Date

By: _____

Finance Director

Date

By: _____

Attorney

Date

CONTRACT FOR SPEECH THERAPY

This Contract, by and between the **Campbell County Board of Education**, hereinafter termed the "Board of Education", and **Grace Rehabilitation Center, Inc.**, hereinafter termed the "Contractor", is for the express purpose of providing the below listed therapy services.

WITNESSETH, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this contract, according to provisions set out herein.

- I. The Contractor agrees to provide and demonstrate its ability to provide the following services, as requested by the Board of Education.
 - A. Service students at Jellico Elementary operated by the Board of Education.
 - B. TennCare will be the primary payer for the services provided. Contractor is a participating provider for all TennCare patients in East Tennessee.
 - C. Provide home therapy services for homebound students upon approval of and Designation by the Special Education Director.
 - D. Write goals and objections for IEP.
 - E. Meet State and Federal requirements for all paper work.
 - F. Meet State guidelines for certification.
 - G. Conduct evaluations and provide services on an as-needed basis.
 - H. Provide written evaluation and progress reports within acceptable times.
 - I. Supervisory visits will be provided at no cost to the Board of Education and are the responsibility of the Contractor.

- II. The Contractor agrees to the following general conditions:
 - A. Contractor will perform Speech Language Therapy services at Jellico Elementary School under the supervision of the Special Education Supervisor and meet with him/her either monthly or on an "as needed" basis.
 - B. Contractor will be responsible for his/her transportation to schools within the county at no cost to the school system.

- III. The parties further agree that the following shall be essential terms and conditions of this contract:
 - A. The term of this contract shall be for the 2023-2024 school year.
 - B. The services contemplated to be performed by the Contractor pursuant to this Contract shall not commence until such time that a purchase order(s) has been issued to the Contractor, as signed by the Campbell County Director of Finance, authorizing such services to be performed. The Contractor shall not perform services in excess of the amount authorized in the purchase order(s) signed by the Campbell County Director of Finance.
 - C. This contract may be terminated by either party by giving a 30 day written notice.

- D. If the Contractor fails to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor violates any of the terms of this contract, the Board of Education shall have the right to immediately terminate this contract and withhold payments in excess of fair compensation for work completed.
- E. Service Provider shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a.) Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b.) Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c.) BOARD of EDUCATION and SERVICE PROVIDER ensures that the rights and privileges available to the children attending Caryville Elementary School shall be available to the children served by the SERVICE PROVIDER, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
- F. The Contractor agrees to carry adequate public liability and other appropriate forms of insurance and to pay all taxes incident hereunto. The school system shall have no liability except as specifically provided in this agreement.
- G. The Contractor warrants that he/she is licensed as required by law to perform the duties prescribed herein. All personnel of Contractor will hold proper credentials and copies of all licenses will be supplied to Board of Education.
- H. The parties agree that this contract is for independent services and does not create a regular employment relationship between the Board of Education and the Contractor.
- I. The Contractor will be the exclusive provider of speech language therapy for the Jacksboro Elementary School.
- J. The IEP's will be developed or amended in coordination with the Director of Special Education according to state and federal rules and regulations.
- K. Service Provider shall:
 - a.) Require all applicants for employment and all current employees 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 children or enter school grounds;
 - b.) Not allow an employee to come in direct contact with school children or to enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c.) Not allow an employee to come in direct contact with school children or to enter the grounds of a school when children are present if the criminal record indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann.40-39-202

IV. Contract Length:

- A. August 10, 2023 to May 31, 2024.

V. Expense

- A. IDEA regulations require that all mandated services be provided at no cost to the family. A cost to the family may include an increase in premium, cancellation of the policy, or a decrease in any type of coverage.
- C. Since state and federal regulations also prohibit any company from not billing a co-insurance or deductible, the school system shall be responsible for paying Grace Rehabilitation this amount.
- D. Speech Therapy for Jellico Elementary School
 1. The School System will be billed separately for TennCare non-approved and private insurance (school pay) students at the rate of \$30.00 per visit and \$1,400.00 per month for administrative duties assigned to the Speech Language Pathologist.
 2. All pre-certified TennCare clients which are denied by the intermediary is the responsibility of Grace Rehabilitation.
 3. All clients denied initial pre-certification by any insurance are the responsibility of the school system.
 4. The school system shall have the responsibility of informing Grace Rehabilitation of any meetings that need to be attended.
 5. Pre-school screenings will be free of charge to the school system but Must be pre-approved by the Special Education Director.
 6. Goals and recommendations of service frequency will be provided in Writing in the IEP meetings at no cost to the school system.

VI. Operations

- A. Contractor will be responsible for obtaining physicians' orders, parent approval, and school approval by signature prior to:
 1. First semester (2023 calendar year)
 2. Second semester (2024 calendar year)
 3. Summer Program (if needed)
- B. Clinical Paperwork
 1. Monthly progress notes sent to Special Ed Director or when requested
 2. Monthly logs of service individualized per child or when requested
 3. Re-evaluation on a monthly basis for each client
- C. Clerical Paperwork/Billing
 1. Attached logs for services to bill
 - a. Treatment sessions

- b. Remittance advices from insurance company
- c. IEP meetings and documentation

2. Miscellaneous

- a. Invoice for school system will be sent at the first of each month for prior month's services. Payment will be due within 30 days upon receipt of invoice.

VII. Discharge Policy

- A. Recommendation to the doctor for discharge
- B. Communication with the schools concerning discharge
- C. Service continued until IEP development, including discharge

In Witness whereof, the parties have by their duly authorized representatives set their signatures.

Name of Contractor: **Grace Rehabilitation Center, Inc.**

By: _____	_____
Authorized Signature	Date

Name of School System: **Campbell County**

By: _____	_____
Director of Schools	Date

By: _____	_____
Board of Education Chair	Date

By: _____	_____
Special Education Director	Date

By: _____	_____
Finance Director	Date

By: _____	_____
Attorney	Date

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 - D. Write goals and objections for IEP.
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 - H. Provide written evaluation and progress reports within acceptable times.
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 - a.) Require all applicants for employment and all current employees 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 children or enter school grounds;
 - b.) Not allow an employee to come in direct contact with school children or to enter the grounds of a school when children are present until the criminal history records check has been conducted; and
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IV. Contract Length:

- A. August 10, 2023 to May 31, 2024.

V. Expense

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- C. Clerical Paperwork/Billing
 - 1. Attached logs for services to bill
 - a. Treatment sessions

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2. Miscellaneous

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VII. Discharge Policy

- A. Recommendation to the doctor for discharge
- B. Communication with the schools concerning discharge
- C. Service continued until IEP development, including discharge

In Witness whereof, the parties have by their duly authorized representatives set their signatures.

Name of Contractor: **Grace Rehabilitation Center, Inc.**

By: _____
Authorized Signature Date

Name of School System: **Campbell County**

By: _____
Director of Schools Date

By: _____
Board of Education Chair Date

By: _____
Special Education Director Date

By: _____
Finance Director Date

By: _____
Attorney Date

STOPit SUBSCRIBER AGREEMENT

This Subscriber Agreement (this "Agreement") is made effective by and among Inspirit Group, LLC, d/b/a STOPit Solutions, a Delaware limited liability company, having its principal place of business at 101 Crawfords Corner Road, Suite 4 105-R, Holmdel, New Jersey 07733 ("STOPit"), and Subscriber.

1. STOPit Platform and Services. This Agreement governs STOPit's provision and Subscriber's use of certain products and services provided by STOPit to which Subscriber has requested access ("Products") pursuant to an order form submitted to and approved by STOPit (the "Order Form"). Pursuant to the terms of this Agreement: (i) STOPit shall provide Subscriber, and an unlimited number of Subscriber's designated employees and contractors, with online access to administrator versions of the Products specified on the Order Form; and (ii) Subscriber will have the right to authorize individuals associated with its organization ("Users"), in the number specified in the Order Form, to access, download and use applications ("Applications") associated with the Products specified on the Order Form. The Applications and any online administrator versions and other accompanying features or services, if any, are collectively referred to herein as the "STOPit Platform." Subscriber may elect to utilize one or more specific features and services offered through the STOPit Platform ("Application Features"), as specified on the Order Form.

2. Restrictions and Limitations. Subscriber shall not, and shall not allow any third party, including any employee, contractor or User, to use the STOPit Platform (i) for any purpose other than its intended purpose, (ii) in a manner that violates any applicable laws, regulations or rules, or the rights of any person, or (iii) in a manner inconsistent with STOPit's online Application Terms of Use, as applicable. Subscriber acknowledges and agrees that: (i) the provision, operation and quality of certain services provided by Subscriber to Users via Application Features will be the sole and exclusive responsibility of Subscriber; (ii) STOPit will have no responsibility for the actual provision, operation, quality or response time of any such services provided by Subscriber via any Application Features; (iii) the ability to use certain Application Features will depend on various technical factors, such as the availability and quality of third party network services, which are not within STOPit's control and for which STOPit shall have no responsibility; (iv) Subscriber's election to utilize certain Application Features may require STOPit to access and review information and reports submitted via the STOPit Platform by Subscriber and/or its Users; (v) it is the sole responsibility of Subscriber to verify the accuracy and reliability of such reports, and Subscriber shall take all reasonable and appropriate actions in response to the reports; and (vi) STOPit owns all right, title and interest in and to the STOPit Platform and all related technology and content developed or generated by or for, or acquired by, STOPit, and in and to STOPit's trademarks. By utilizing the STOPit Platform and certain Application Features, Subscriber expressly consents, on behalf of itself and its Users, to STOPit's access to and use of reports and information submitted through the STOPit Platform as required in order to provide the services requested by Subscriber.

3. Fees and Payment. Subscriber shall pay all fees and other expenses (collectively, "Fees"), as specified in the Order Form, in accordance with the due date as specified on STOPit's invoice. If Subscriber fails to pay any Fees when due, STOPit may suspend access to the STOPit Platform.

4. Compliance with Laws, Privacy, Data and Confidentiality. Each party represents, warrants and covenants that, in providing or making any use of the Products and/or Application Features, it will not violate any laws, regulations or rules applicable to it, including those regarding the transmission, collection, storage or protection of personal information and data via the Applications, including if applicable the Children's Online Privacy Protection Act, the Family Educational Rights and Privacy Act and/or the Health Insurance Portability and Accountability Act. Upon termination or expiration of this Agreement, STOPit shall have the right to delete any identifiable data or personal information that may be residing on the STOPit Platform using measures to protect against its unauthorized access, disclosure, or use. Prior to STOPit's deletion of any such data or personal information, STOPit shall provide Subscriber with written notice of such deletion, and upon the written request of Subscriber, STOPit shall, to the extent permitted by law, provide a full download of incident related data to Subscriber in a mutually agreed format. In no event shall STOPit delete any such data or personal information (i) that is required to be maintained by law; or (ii) until 60 days have passed since STOPit provided Subscriber with written notice of such deletion. STOPit shall have the right to maintain all organizational and incident metadata for use in statistical reporting and analysis, and to retain any data as may be required by law. Each party shall use reasonable care to safeguard the confidentiality of the other party's non-public information disclosed to it. STOPit's non-public information includes all information regarding the STOPit Platform and all financial terms. Subscriber acknowledges that STOPit is unable to guarantee absolute security of data or confidential information and that STOPit has no liability to Subscriber for any unauthorized access, disclosure or use of such data or information by a third party, or the corruption, deletion, destruction or loss thereof.

5. Term and Termination. This Agreement commences on the Effective Date and, unless terminated as set forth herein, continues for such period as set forth in the Order Form. Except as otherwise written in the Order Form, this Agreement shall automatically renew for an additional term of one (1) year ("Renewal Term") at STOPit's then-current rates, unless either party gives the other party notice of non-renewal at least ninety (90) days prior to the end of the then current term. To the extent necessary, prior to the commencement of any Renewal Term the parties will amend an Order Form to reflect the new number of Users and corresponding fees for such Renewal Term. A party may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. Subscriber may terminate this Agreement for convenience subject to 60 days prior written notice. However, Subscriber acknowledges and agrees that the fees payable in consideration for Subscribers' access to the Product(s) under this Agreement are deemed earned and will not be refundable.

6. Warranty Disclaimer. STOPit DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. STOPit DOES NOT WARRANT THAT THE STOPit PLATFORM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. STOPit DOES NOT WARRANT THAT USE OF THE STOPit PLATFORM OR THE STOPit SERVICES WILL PREVENT OR END ANY PARTICULAR INCIDENT OF INAPPROPRIATE CONDUCT. UNLESS SPECIFICALLY WRITTEN IN THE STOPIT SERVICES AGREEMENT, IT IS SUBSCRIBER'S SOLE RESPONSIBILITY TO REVIEW ALL SUCH REPORTS, JUDGE THEIR ACCURACY AND TAKE ANY AND ALL APPROPRIATE ACTIONS.

7. Indemnification. Each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and its directors, officers, employees, agents, contractors and third party vendors (collectively, "Indemnified Parties"), from any loss, claim, liability, damage, judgment, award, cost or expense (including attorneys' fees) of any kind (collectively, "Losses") incurred or sustained by the Indemnified Parties in any action, suit, claim or proceeding of any kind brought by any person or entity (collectively, "Claims") related to or arising from any breach of the Indemnifying Party's obligations under this Agreement.

8. Limitation of Liability. IN NO EVENT SHALL STOPit, OR STOPit's DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE TO SUBSCRIBER OR USERS FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, EVEN IF STOPit HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL STOPit OR STOPit's DIRECTORS', OFFICERS' OR EMPLOYEES' LIABILITY TO SUBSCRIBER OR USERS EXCEED THE AMOUNT PAID BY SUBSCRIBER TO STOPit UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE CLAIM.

9. General Provisions. Except for obligations to make payments, neither party is responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its control. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification of this Agreement shall be effective unless set forth in a writing signed by the parties. This Agreement shall be governed by the laws of the State of New Jersey. Each party consents to exclusive jurisdiction of the state and federal courts located in Essex County, New Jersey and waives any right to a jury trial in connection with any claim related to this Agreement.



Order Form

Subscriber	Campbell County Schools
Vertical	K12
Proposed By	Matthew Toth

Shipping Information:

Posters will be shipped to this address.

Address	
City	
State	
Zip Code	

District Information:

Student Count Range	
Total # of Students	3100
# of Elementary Schools	
# of High Schools	

Lead Admin

Name	
Title	
Email	
Mobile Phone	

Superintendent Information

Name	
Phone	
Email	

Lead Admin has access across the entire account, and serves as the STOPit Champion responsible for setting up your STOPit account and assigning other Administrators.

Contract Start Date	
Contract End Date	6/30/2024
Payment Terms	Net 30

Products

Product	Description	Quantity	Price
STOPit Services	SEL Training & Wellness Center	3100	USD \$4,999.99

Notes		Total	USD \$4,999.99
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The parties agree to be bound by the terms of the STOPit Subscriber Agreement available at: https://stopitsolutions.com/STOPit_Subscriber_Agreement.pdf

Agreed and Accepted

Subscriber

By	Campbell County Schools
Name	Jennifer Fields
Title	Director of Schools
Date	
Signature	

Subscriber

By	Campbell County Schools
Name	Jeff Marlow
Title	Finance Director
Date	
Signature	

Subscriber

By	Campbell County Schools
Name	Sharon Ridenour
Title	BOE Chairwoman
Date	
Signature	

Inspirit Group, LLC dba STOPit Solutions

By	STOPit Solutions
Name	Parkhill Mays
Title	CEO
Date	
Signature	

MEMORANDUM OF AGREEMENT

- A. Ridgeview Behavioral Health Services and Campbell County Schools herewith agree to cooperation in the conduct of Project B.A.S.I.C. (Better Attitudes and Skills in Children) at Caryville Elementary School during the school year 2023-2024.
- B. By this agreement, both parties understand and affirm the following:
1. Project B.A.S.I.C. is a school-based mental health early intervention and prevention service program which seeks to encourage the healthy psychological and social development of elementary school-aged children through educational and individual support activities, early identification and referral of children with special needs to community service providers and school climate enhancement.
 2. Project B.A.S.I.C. is a program of Ridgeview which assumes responsibility for services and the actions of agency staff assigned to the program.
 3. Project B.A.S.I.C. shall conduct educational activities in each grade K-3 classroom which promote the development of students' positive self-image. This service will be provided by Ridgeview staff in compliance with accepted educational practice and with regard to the instructional needs of Caryville Elementary.
 4. Project B.A.S.I.C. shall provide other educational opportunities and supports to individuals and/or small groups of students in grades K-3 which increase personal skills to respond to the demands of school, home, and community life. These services shall be provided on the premises of the school.
 5. Project B.A.S.I.C. shall provide consultation to the school staff to aid their effective response to the mental health needs of students.
 6. Project B.A.S.I.C. shall provide assessment and referral services for students with special needs in regard to psychological and social development. 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 Ridgeview staff 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 permit suspension of confidence.
 8. Project B.A.S.I.C. is intended to enhance the school service and will not replace existing or future guidance and counseling, special education, or student health or institutional programs.
 9. Operation of Project B.A.S.I.C. is funded by a grant with the Tennessee Department of Mental Health and Substance Abuse Services through contract with Ridgeview and is subject to the regulations of this contract and limited by the availability of the contract funds.
 10. Ridgeview will make the Child Development Specialist (CDS) available on the premises of Caryville Elementary during all school hours, except when school holidays, holidays at Ridgeview, administrative/training meetings related to Project B.A.S.I.C., or short-term illness of the CDS prohibit.

11. Ridgeview will provide adequate liability insurance coverage for the activities of the CDS.
12. The CDS shall be responsible to the principal of Caryville Elementary for his/her conduct while on campus.
13. The CDS will coordinate delivery of services with the school staff to minimize disruption of usual school procedures and activities.
14. The CDS will obtain parental permission as necessary to the delivery of services to students.
15. Ridgeview will provide the CDS with adequate supplies for conduct of all Project B.A.S.I.C. services.
16. 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 Ridgeview, the CDS, and other agency staff shall clearly represent Project B.A.S.I.C. as a Ridgeview program.
17. All news releases about the operation of Project B.A.S.I.C. at Caryville Elementary will be submitted to the principal for review of accuracy prior to publication.
18. The Director of Children and Youth Services at Ridgeview to coordinate operations of Project B.A.S.I.C., and the regional coordinator for Project B.A.S.I.C. programs in East Tennessee shall monitor the program to assure effective, professional operations and shall be available to Caryville Elementary to resolve any related conflicts.
19. Ridgeview and Caryville Elementary agree as part of this partnership to not directly or indirectly solicit or entice away from the employment of the other entity (whether as employee, consultant or otherwise) any current employee who, as a result of this partnership had contact with the other entity, during the term of this partnership, without the prior written consent of the other entity.

C. This agreement shall be in effect upon the signature of the responsible agents of Ridgeview and Caryville Elementary or 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 the cancellation.

Director of Schools

Date



Ridgeview CEO

7/3/23

Date

Principal

Date

CAMPBELL COUNTY SCHOOL BUS OPERATOR CONTRACT

STATE OF TENNESSEE

CAMPBELL COUNTY

Fiscal Year 2023-2024

This contract entered into this the _____ day _____ of, 2023, between the Campbell County Board of Education and Bus Owner/Operator, _____, Social Security/EIN#) _____, who agrees to provide bus service over Route Number _____ described in Campbell County Bus Routes for the 2023-2024 school year. The term of the 2023-2024 school year is planned to include 180 days of bus service with such 180 days to serve as the baseline for calculation of the daily rate associated with the annual contract amount denoted in Section 3 below with such calculated daily rate to become the value to be assigned to any missed days for pay reduction purposes. Although the contract period is contemplated to include the full 180-day school term the Bus Owner/Operator will suffer no reduction in pay for those days when school is officially closed/cancelled by order of the Director/Superintendent of Schools.

It is mutually understood and agreed by the parties hereto that:

1. The Bus Owner/Operator will provide a school bus meeting minimum state and local board standards both as currently in effect and as may be amended in the future. (See the attached Transportation Handbook.)
2. Bus/Owners/Operators, Drivers and Sub-Drivers will be required to attend in-service training as scheduled by Transportation Coordinator during the 2023-2024 school year. Failure to attend scheduled in-service training shall result in a pay reduction penalty equivalent to a missed day of service for each in-service training day failed to attend.
3. It is expressly agreed that at times the school system may face extraordinary events, such as a public health crisis, natural disasters, or any other emergency which may cause alterations to the normal district operations, all 33 buses shall be used for alternate purposes as the Director of Schools deems necessary.
4. The Board of Education shall pay an annual contract amount of \$ _____, comprised of a daily mileage rate of \$1.88 per mile, a daily seat capacity rate of \$23.50 per seat, and a fixed dollar contract supplement amount. The initial round trip daily mileage component of this bus route is contemplated to amount to _____ miles per day and the initial seat capacity component of this bus route is contemplated to amount to _____ seats per day. The Board of Education reserves the right to review the composition of this bus route at any time during the term of this contract and to make any adjustments to the number of miles and/or the seat capacity comprising this bus route. Any such adjustments to the number of miles and/or the seat capacity implemented by the Board of Education shall result in an adjusted annual contract amount as of the date such changes are implemented by the Board of Education. The Bus Owners/Operators expressly acknowledge and agree that the Board of Education has the authority to review and adjust the mileage component and seat capacity component of this bus route at any time during the term of this contract with the knowledge that any changes implemented by the Board of Education as to the number of miles to be driven or the seat capacity needed shall result in an adjusted annual contract amount as of the date such changes are implemented by the Board of Education. The annual contract amount, subject to adjustment for any changes implemented by the Board of Education to the mileage or seat capacity components of the contract during the term of this contract, will be allocated over 23 equal payments to the Operator, for providing student transportation services for the 2021-2022 school year; including but not limited to, operation and maintenance of the bus or buses to be used to provide such service and the management of any bus drivers used to provide such service. The annual contract amount, subject to adjustment for any changes implemented by the Board

of Education to the mileage or seat capacity components of the contract during the term of this contract, will be divided by 180 days to establish the daily rate for any reduction in pay for missed or penalized days. Specifically, it is the intent of the Board of Education for busing services to be provided at the beginning of the school day and at the end of the school day and should a Bus Owner/Operator only perform one (1) of these two (2) daily busing services, the Bus Owner/Operator will be penalized one-half of the established daily rate for failure to perform both daily transportation services. Bus Owner/Operators will receive three (3) breakdown days per bus per year, which can be further divided into half-days, and suffer no pay reduction for the use of these three (3) breakdowns days. The Board of Education during the term of this contract may at its discretion pay an adjustment for fuel, depending on price per gallon of fuel.

5. During the 2023-2024 school year the Board of Education shall make any necessary repairs/replacement of video cameras utilized on the school bus to make the video camera system operational. It is the express purpose and intent of the Board of Education that the video camera systems be operated on a continuous basis while transportation services are being performed. The Bus Owner/Operator shall inspect and test the video camera on a daily basis to confirm it is operational. If not operational, the Bus Owner/Operator shall immediately contact the Board of Education for repair or replacement of the camera. The Board of Education's designee may make inspection of the video camera system, without notice, during the term of this contract.
6. The Board of Education shall carry both liability (bodily injury) and property damage (auto liability) insurance on the bus operated in a combined (single limit) total (for all bodily injury and/or property damage per accident) of \$1,000,000.00. The combined single limit of \$1,000,000 is considered to be in excess of the current "tort" liability limit for the state of Tennessee, which is expressed as a split limit of \$300,000 per person bodily injury/\$700,000 per accident bodily injury-group/\$100,000 per accident property damage. It is further understood and agreed that the insurance coverage shall be limited to a period of time covered by the school term/session and further that the coverage shall be limited to hauling in conjunction with official school activities and duties. The Bus Owner/Operator understands that the insurance does not cover independent hauling done by the Bus Owner/Operator, which is not sanctioned or authorized by proper school officials in accordance with Bus Owner/Operator's regular duties as such. The Campbell County Board of Education does not provide workers' compensation insurance coverage for the contract bus owners or drivers. Additionally, the Campbell County Board of Education does not provide uninsured/underinsured motorist insurance coverage. The Board of Education reserves the right to require a bond in the amount of \$500.00 for faithful performances of this contract.
7. Bus routes are not owned by the Bus Owners/Operators. If during the term of this contract the Bus Owner/Operator desires to cease to perform the bus route contemplated by this contract, the Bus Owner/Operator has no authority to transfer this bus route to any other person, business, or corporation. This contract can only be transferred to another person, business, or corporation upon the written consent and approval of the Transportation Supervisor and Director of Schools. This bus contract can be terminated immediately at the sole discretion of the Board of Education without further notice if the Board of Education or their designee determines the bus equipment being operated is unsafe and/or if the Board of Education or their designee determines the bus driver is operating the bus in an unprofessional or unsafe manner.
8. Bus Owners/Operators are considered to be independent contractors within the meaning of Tennessee Law, and the Bus Owner/Operator and/or the Driver are not the agent, servant, employee, or representative of either the Campbell County Board of Education or of Campbell County, Tennessee, as governmental entities in any capacity whatsoever, and the Bus Owner/Operator and/or the Driver for himself and for his heirs, executors, administrators, and assignees, hereby agrees to hold both the Campbell County Board of Education and Campbell County, Tennessee, completely harmless of any and all liability, of whatsoever type or nature, arising out of the performance of any and all activities by Bus Owner/Operator/Driver pursuant hereto, without limitations.
9. If the Bus Owner/Operator/Driver fails to carry out any of the terms, stipulations, or conditions of this

agreement, the contract in its entirety may be cancelled immediately without further notice at the sole discretion of the Campbell County Board of Education.

10. If the need arises to make use of the substitute bus owned by the Board of Education, the Bus Owner/Operator/Driver may make arrangements through the Central Office by contacting the Transportation Supervisor or the Director of Schools. In those instances when the substitute bus owned by the Board of Education is used to perform the bus route, the Board of Education will hire a bus driver as a temporary employee to perform such bus driving function and compensate such driver at the rate of \$65.00 per pay with such compensation subject to Federal Income Tax, Social Security Tax and Medicare Tax. Additionally, in those instances when the substitute bus owned by the Board of Education is used to perform the bus route contemplated to be performed by the contract Bus Owner/Operator, the contract amount to be paid to the Bus Owner/Operator will be reduced by the contract daily rate for each day the substitute bus is used in-lieu of the contracted bus.

11. According to the Tennessee Code Annotated Section 49-6-210(d), Boards of Education shall have the power to purchase school transportation equipment, employ school transportation personnel contract for transportation services with persons owning equipment and paying for the same out of funds duly authorized in the budget approved by the county legislative body. Therefore, the Campbell County Board of Education and the Bus Owners/Operators agree that the Campbell County Board of Education is the only party with the authority to negotiate contracts with Bus Owners/Operators.

Bus Owner/Operator

Transportation Supervisor

Director of Schools

Board of Education Chair

Pursuant to County Financial Management Act of 1981 as codified in Tennessee Code Annotated Section 5-21-101, et seq. and specifically 5-21-118 (b)(1) and 119 (b)(5), the Finance Director authority to sign and bind the award of county contracts. The Finance Director's signature line acknowledges the Finance Director's authority as set out in the County Financial Management Act of 1981 in state law. The Finance Director's signature does not authorize the Finance Director to negotiate contracts with the Campbell County Bus Owners or in any way extend his authority beyond that set out in the County Financial Management Act or state law.

Director of Finance

Date

FY24 Consolidated Application Approval for IDEA/ESEA
School Year 2023-24

LEA # 070 LEA Name (Legal Name of Agency: Campbell County Board of Education

LEA # <u>070</u>	LEA Name (Legal Name of Agency): Campbell County Board of Education
LEA Legal Making Address Street Address : 172 Valley Street City: Jacksboro State: TN Zip: 37757	

Consolidated Project begins July 1, 2023 and ends June 30, 2024.

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year application for filing.

This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

July 11, 2023
Board Meeting Date

Director of Schools (Signature)

Board of Education Official (Signature)

Director of Schools (Print Name)

Board of Education Official (Print Name)

Date Signed

Date Signed



MICROBAC SERVICE PROPOSAL

Wynn Habersham School

CUSTOMER CONTACT

Name	Karen Smith
Address	174 Habersham RD / Duff, TN 37729
Email	smithk6@k12tn.net
Phone	o 423-784-9482

LABORATORY CONTACT (Ship Samples Here)

Name	Joe Sloan
Address	505 East Broadway Avenue / Maryville, TN 37804-5744
Email	joe.sloan@microbac.com
Phone	o 865-977-1200

PROJECT DETAILS

Project Name: Twice Monthly Sampling F.3

Anticipated Date: 07/01/2022

Analysis	Method	Matrix	Note	TAT	Quantity	Cost	Total
Coliform, E-Coli MPN 24hr	SM 9223 B (Collert Quanti-Tray)-2016	Aqueous		7	26	\$75.50	\$1,963.00
Ammonia as N AUTO	EPA 350.1, Rv. 2 (1993)	Aqueous		7	26	\$75.50	\$1,963.00
Carbonaceous BOD (CBOD) GALV	SM 5210 B-2011	Aqueous		7	26	\$58.75	\$1,527.50
Total Suspended Solids (TSS) GRAV	SM 2540 D-2011	Aqueous		7	26	\$28.75	\$747.50
Field Pick up	NA	Aqueous		7	26	\$36.00	\$936.00

Additional Costs	Quantity	Cost	Total
Environmental Sustainability Fee per Sample	26	\$3.50	\$91.00

Estimated Total **\$7,228.00**

ENVIRONMENTAL SUPPLEMENTAL COSTS

SAMPLING SUPPLIES
Sample containers, bottleware, sample labels and sample chain of custodies are included in unit cost. There is no charge for sample kits with 3 business day notification to proceed. Expedited kits are available, but any overnight shipping fees incurred are billable.

EXPEDITED TAT SURCHARGES

The following surcharge rates will be applied for expedited result requests. Results will be due at the end of business on the due date.

TAT	1 business day	2 business days	3 business days	4-5 business
Surcharge	+ 100%	+ 75%	+ 50%	+ 25%

ENVIRONMENTAL ADDITIONAL POLICIES



FINAL REPORT DELIVERABLES

Level I

Standard Excel



RETAIN POLICY

Most samples are held for 30 days.

CUSTOMER AGREEMENT

Please countersign and return a copy of this proposal as acceptance of offer. Otherwise, samples received at the lab will be considered acceptance of all aspects of this proposal as written.

ACCEPTANCE OF TERMS

This Proposal expires thirty (30) days from the issue date unless signed and returned to Joe Sloan at joe.sloan@microbac.com.

Pricing contained in this proposal will remain in effect for one year from the date signed. Standard Terms & Conditions can be found at: <https://www.microbac.com/standard-terms-conditions>

PROPOSAL AUTHORIZED BY

PROPOSAL ACCEPTED BY

Signature



Signature

Printed Name Joe Sloan

Printed Name

Title Business Development Specialist

Title

Date 06/06/2023

Date

Board Chair

Finance Director