

**ADDENDUM TO REGULAR BOARD MEETING AGENDA
MONDAY, NOVEMBER 16, 2020**

(Add the following Resolution)

XI. TCN AGREEMENT FOR MENTAL HEALTH SERVICES

WHEREAS, the business of TCN is to offer mental health services;

WHEREAS, TCN has on its staff or may contract with one or more persons licensed in the State of Ohio, that provide youth mental health services;

WHEREAS, School wishes to acquire the services of TCN for mental health services for the students of Graham Local Schools (hereinafter "students") in accordance with applicable state and federal laws;

WHEREAS, TCN has agreed to provide such services to the School in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties, intending to be legally bound, agree as follows:

I. SERVICES, DUTIES AND OBLIGATIONS OF TCN

A. Services. Under the terms and subject to the conditions set forth herein, School hereby agrees to engage TCN to provide mental health services to the youth at the School during the 2020-2021 school year.

A. Description of Services:

1. TCN will provide the school with Mental Health Services for its students.

B. Duties of TCN:

1. TCN shall designate appropriate licensed provider(s) of youth mental health services ("Provider(s)") to be available to provide services for the students and on behalf of the School.

C. Duties of the School:

1. The School agrees to reimburse TCN up to \$5,000 for the 2020-2021 school year as the designated payor of last resort.

II. PAYMENT OF SERVICES

A. The School shall be designated as a payer of last resort for students that would not qualify for Medicaid services.

B. The School shall be responsible for any payment not covered by insurance, up to an amount not to exceed \$5,000 through the 2020-2021 school year. If the services provided by TCN are forecasted to exceed \$5,000, TCN will provide a reasonable estimate to the school for the remaining school year and an Addendum to this original agreement.

1. The school will be invoiced monthly for services by TCN Behavioral Health.

III. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create (nor shall be deemed or construed to create) any relationship between the parties other than that of independent relationship between the parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors, employees or agents, shall have authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other, except as may be specifically provided herein. Neither party, nor any employee or agent thereof, shall have any claim under this Agreement or otherwise against the other party for social security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. This Agreement shall in no way limit TCN's or Provider's right to engage in any professional endeavors, private practice or to provide services to any other person or entity provided that such other services do not interfere with performance of TCN's duties under this Agreement.

IV. EQUAL OPPORTUNITY

This Agreement shall be carried out in a nondiscriminatory manner without regard to race, creed, color, ancestry, national origin, religion, sex, age or disability.

V. TERM; TERMINATION

This Agreement shall commence as of the date first set forth above, unless otherwise agreed to by parties, and shall continue in full force until June 30th, 2021.

This agreement shall be immediately terminated without any liability by any party to another party (except for portion of stipend due to TCN up to the date of termination) upon the inability of any party to perform the services contemplated in this contract due to death, disability, either party no longer engaging in business of furnishing services, and surrender or other loss of professional license.

VI. CONFIDENTIALITY

In the performance of their mutual obligations under this Agreement, all parties may be required to disclose certain information pertaining to the students, and may be required to disclose certain business and financial information. All parties agree to treat the confidential Student Information with the same degree of care afforded to its own similar confidential information and shall not, except as specifically authorized in writing or as otherwise required or permitted by law, reproduce confidential information or provide any confidential information to any person. Providers rendering services pursuant to this Agreement shall protect Student Information as required by state and federal laws and shall not disclose any confidential Student Information learned from rendering services pursuant to this Agreement unless the Student's and/or Student's guardian's permission to disclose such information is obtained and/or it is necessary to disclose such information in order to render care and treatment to such Student or to obtain payment for services provided and/or for healthcare operations and/or it is necessary to disclose such information in order to prevent serious harm to Student or others.

VII. ASSIGNMENT

This Agreement may not be assigned by either party, nor any rights claimed hereunder for any other person or persons whatsoever.

VIII. MISCELLANEOUS

- A. Entire Agreement. This Agreement contains the entire understanding between TCN and the School and supersedes all prior and contemporaneous agreements and

understandings, expressed or implied, oral or written. This Agreement may be modified or altered only by written agreement between TCN and the School.

- B. Controlling Law. This Agreement shall be governed exclusively by the laws of the State of Ohio. If a provision hereof or the application thereof to any person circumstance shall, to any extent, be invalid or unenforceable, the remainder hereof, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and be enforced to the fullest extent permitted by law, provided that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law.
- C. Indemnification. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other, or be construed to limit any immunity to which either party may be entitled.

IX. COMPLIANCE WITH LAWS

Both Parties represent and warrant upon execution and throughout the initial term and any applicable renewal terms of this Agreement that:

- A. The services furnished by such Party under this Agreement shall be in accordance with all applicable federal, state, and local laws, rules and regulations, and any other relevant accrediting, certifying, licensing or required organization.
- B. Such party has and shall maintain all appropriate federal, state and local licenses, certifications and registrations that are required in order to perform the services required by such Party under this Agreement; and
- C. Such Party is currently eligible for Medicare and/or Medicaid participation and has never been sanctioned under any federal or state fraud and abuse laws, including exclusion from any state or federal health care programs.

Upon request, either party shall furnish the other Party with records relating to federal and state licenses, certifications, registrations, and accreditations of the Party. In the event any licensure, certification, registration or accreditation held by either Party is modified, suspended or revoked, or a Party receives notice that it may be subjected to an investigation, suit or proceeding of any type pursuant to federal or state laws or regulations, such Party shall notify the other Party within fifteen (15) days and provide the other Party with an explanation of the matter.