

GRACE REHABILITATION CENTER, INC.

2435 Jacksboro Pike

LaFollette, TN 37766

(423) 566-2250

March 11, 2021

Campbell County School System
Special Education Dept.
Attn: Dr. Donna Singley

Dear Dr. Singley

On behalf of everyone at Grace Rehabilitation Center, Inc., we would like to say thank you for allowing us to provide our services to your school system this past year. It is rapidly approaching contract time and with your permission, we would like to submit a proposal to provide our services during the 2021-2022 school year.

Enclosed is a contract for speech, occupational and physical therapy services for the 2021-2022 upcoming school year. In summary, we are proposing to treat any child in your system that has been referred and requires physical or occupational therapy services. Please peruse the contract and give us a call if there are any changes that you would like to make.

If awarded the opportunity to work for your system again next year, we will stay determined to provide the best possible quality of service at the lowest possible price. If there are any questions or concerns regarding the enclosed contract, please do not hesitate to call Lisa Gresham or myself at the above listed number or Donna Wells at 865-621-0930.

Respectfully Submitted,



Brian Leach, President
Grace Rehabilitation Center, Inc.

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 or 504 Coordinator.
 - 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/504 Coordinator 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 2021/2022 school year.
 - B. This contract may be terminated by either party by giving a 30 day written notice.
 - C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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
- I. The IEP's will be developed or amended in coordination with the Director of Special Education according to state and federal rules and regulations.
- J. 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, 2021 to June 30, 2022.
- 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.
- B. 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.
- C. 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 (2021 regular year)
 - 2. Second semester (2022 regular 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

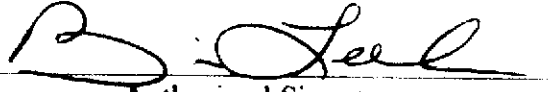
1. Attached logs for services to bill
 - a. Treatment sessions
 - b. Remittance advices from insurance company
 - c. IEP meetings and documentation
2. Miscellaneous
 - a. Invoice for school system will be sent at the first of each month for prior month's services. Payment will be due within 30 days upon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

3/11/21
Date

Name of School System: **Campbell County**

By: _____
Director of Schools

Date

By: _____
Special Education Director

Date

By: _____
School Board Chairman

Date

By: _____
Director of Finance

Date

**CONTRACTUAL AGREEMENT
BETWEEN
CAMPBELL COUNTY SCHOOL DISTRICT
AND
DARA KLINE, Ph.D.**

GENERAL

The parties of this contract share a mutual concern for providing behavioral management service to children of the Campbell County School District. Furthermore, both parties stipulate and agree that the services provided to these children shall be equal to those services provided to other children in the school system.

CONTRACTUAL AUTHORITY

The provisions contained herein are made under authority contained in Part I, Section B, 11, b, (2) of the Rules, Regulations, and Minimum Standards of the Tennessee Board of Education.

This provision authorizes the Commissioner of Education to approve contracts or agreements between local boards of education and suitable agencies or organizations for the provisions of approved facilities and services for children. (TCA 49-2902 and 49-2922).

SERVICES AND FACILITIES TO BE PROVIDED BY THE CAMPBELL COUNTY SCHOOL DISTRICT

The Campbell County School District agrees to contract with Dara Kline, Ph.D. to provide Behavioral Management Services for children referred. This contract will begin on July 31, 2021 and end May 30, 2022. The Campbell County School District agrees to reimburse Dara Kline at the rate of \$90.00 per hour, for a maximum of ___ hours. Total contract amount will cost \$_____.

Invoices along with all documentation shall be submitted to the Campbell County School District by the 1st day of each month, with a payment of Net 20 days. Invoices must include the days and hours worked along with teacher and student contact count.

SERVICES TO BE PROVIDED BY DARA KLINE, PHD

Dara Kline, Ph.D., agrees to contract with the Campbell County School District to provide behavioral analysis services to the Campbell County School District. Dara Kline, Ph.D. agrees

to furnish the necessary materials and expertise in the area of behavioral management; agrees to furnish all reports and documentation required by the Campbell County School District. Dara Kline, PhD and the Campbell County School District shall at all times comply with the regulations of Title VI, Civil Rights Act of 1964, which prohibits discrimination on the basis of sex, age, color, creed, national origin or mental handicap.

This Agreement constitutes the full understanding of the parties and shall be governed by the laws of the State of Tennessee. This Grant Agreement may be amended only by written instrument signed by authorized officers of the Campbell County School District and Dara Kline, PhD.

IN WITNESS WHEREOF, the parties have their duly authorized representatives set their signatures.

Signature: _____
Director of Schools

Date: _____

Name: DARA KLINE, PhD
Address: 1633 Niggs Creek Road
Oneida, Tennessee 37841
Attention: Dara Kline

Telephone: 423-215-3044

Dara J. Kline B.A.

Signature: _____
Dara Kline, PhD

Date: June 23, 2021



Certificate of Liability Insurance

Date Issued: 03/01/2021

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Dara T Kline
1633 Niggs Creek Road
Oneida, TN 37841

Policy Number: AR123706
Policy Term: 04/01/2021 to 04/01/2022
Occupation: Board Certified Behavior Analyst

Covered Locations

Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	\$ 1,000,000	\$ 3,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	N/A	N/A
◦ Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative
C. Philip Hodson

Elgin Children's Foundation

Wm. Paul Phillips
General Counsel

10118 Parkside Dr., Ste. 105
Knoxville, Tennessee 37922
Fax 865.851.9205

July 1, 2021

CAMPBELL COUNTY SCHOOLS
ATTN: JENNIFER FIELDS, SUPERINTENDENT
172 VALLEY ST.
JACKSBORO, TN 37757

Re: Terms and Conditions Applicable to 2021-2022 MAP Grant Agreement

Elgin Children's Foundation (the "Foundation") is pleased to confirm that it has approved your grant request as more particularly described on **EXHIBIT A**, subject to the terms and conditions set forth herein.

We are fiduciaries of the advisory privileges entrusted to us and believe it is appropriate that we confirm in writing with you our joint understanding regarding the use of the funds recommended to be granted, as follows:

1. **Disbursements.** The Foundation has approved a grant in an amount not to exceed **\$24,300.00** to the Grantee to be used beginning **July 1, 2021** and ending **June 30, 2022**, solely for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (the "Code") and subject to the terms, conditions, and limitations set forth below. Grantee will operate the program and incur all expenditures necessary to fulfill the plan outlined in the grant agreement. Upon completion of the program, Grantee will provide documentation of incurred expenses to the Foundation. The Foundation will reimburse program related expenditures in an amount not to exceed **\$24,300.00**.

2. **Permitted and Prohibited Uses.** Grantee will use the grant funds solely for the purposes set forth in your grant request, which is attached hereto as **EXHIBIT C**, with the ultimate objective of improving the health, wellbeing and educational achievements of the underserved children of **CAMPBELL COUNTY, TENNESSEE**. The Grantee acknowledges and agrees that none of the grant funds will be used (a) to carry on propaganda, or otherwise attempt to influence legislation, (b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive, or (c) to undertake any activities for any purpose that would not be deemed to be a charitable or educational purpose described in Section 170(c)(2)(B) of the Code.

3. **Status of Grantee as a Tax-Exempt Organization.** The Grantee certifies that it is an organization described in Section 501(c)(3) of the Code and classified as a public charity described in Section 509(1) of the Code. The Grantee will notify the **Foundation** in the event of any change in status or any determination by the Internal Revenue Service, with respect to its status as an organization described in Internal Revenue Code Section 501(c)(3) or its classification as a public charity described in Section 509(a) of the Code. The Grantee further agrees to submit in a timely manner all required tax filings, including Form 990 and all filings required by state and local authorities.

4. **Conditions for Future Grants.** Grantee acknowledges that the Foundation is not committed to make any grants or grant recommendations, or contributions in the future and that there are no oral or implied obligations or commitments to do so.

5. **Miscellaneous.** This Agreement constitutes the full understanding of the parties and will be governed by the laws of the State of Tennessee. This Agreement may only be amended by a written instrument,

signed by an authorized director of the Foundation and an authorized officer of the Grantee.

6. **Grantee Reporting Requirements.** Grantee agrees to provide timely and accurate reports on the use of grant funds and the achievement of measurable objectives. CAMPBELL COUNTY SCHOOLS will provide reports, as outlined in EXHIBIT B, on the progress of all Elgin supported program.

7. **Unused Funds.** The Grantee agrees that the funds will be used only as Designated in the Budget, and the Grantee is legally obligated to return immediately to The Foundation an amount equal to any funds not used in accordance with the terms of this agreement within 14 months from the date hereof. Grantee agrees to reimburse, indemnify, and hold The Foundation harmless as to any funds not properly expended.

8. **Reversion of the Grant.** In no event shall the purpose of the Grant be modified from that specified in herein. If, in the sole judgment of the Foundation, the purpose of the Grant is modified, enlarged, frustrated, or otherwise becomes impossible to achieve as contemplated by the Foundation and the Grantee, or if the Grantee fails to timely and fully comply with each of the provisions of this agreement, the Grant, or any portion thereof, in the Foundation's sole discretion, shall be cancelled and any previously disbursed Grant funds or property received by the Grantee that are attributable to the cancelled portion of the Grant, including without limitation, the entire Grant, shall revert to and be returned to the Foundation. On the termination or completion of the Grant, any unexpended portion of the Grant funds shall be repaid to the Foundation within 30 days unless the Foundation, in its sole discretion, shall otherwise specify in writing.

Please confirm your agreement to adhere to the terms and conditions set forth in this letter agreement and the exhibits attached by signing in the space provided below. Again, thank you for your efforts on behalf of the children.

Very truly yours,
Elgin Children's Foundation, Inc.

By: _____
Wm. Paul Phillips, General Counsel

Agreed:

CAMPBELL COUNTY SCHOOLS

By: _____ Date: _____

Name: **JENNIFER FIELDS**

Title: **SUPERINTENDENT**

EXHIBIT A

GRANT TERMS AND CONDITIONS

Date Authorized: **July 1, 2021**
 Grantee Organization: **CAMPBELL COUNTY SCHOOLS**
 Contact person: **JENNIFER FIELDS, SUPERINTENDENT**
 Grant Purpose: (see attached **Exhibit C**)
 Amount Requested: **\$24,300.00**
 Amount Granted: **\$24,300.00**

Verifying Teacher and Student Counts

The teacher and student counts by school by grade for fall 2021 appear below.

Campbell County Schools		GRAND TOTAL = 2,250				
School	K	1st	2nd	3rd	4th	5th
District	375	375	375	375	375	375

EXHIBIT B

REPORTING SCHEDULE

Frequency: **QUARTERLY**

Report Due Dates:

- QUARTERLY after seasonal testing
-
-
-

EXHIBIT C

(see attached grant request, including budgets)

FY22 Consolidated Application Approval for IDEA/ESEA
School Year 2021-22

LEA # 070 LEA Name (Legal Name of Agency: Campbell County Schools

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

Consolidated Project begins July 1, 2021 and ends June 30, 2022.

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:

June 29, 2021
Board Meeting Date

Director of Schools (Signature)

Director of Schools (Print Name)

Date Signed

Board of Education Official (Signature)

Board of Education Official (Print Name)

Date Signed

ELEMENTARY SCHOOL DENTAL PROGRAM AGREEMENT

Elgin Children's Foundation (the "**Foundation**") has selected **CAMPBELL COUNTY** Schools, a political subdivision of the State/Commonwealth of **TENNESSEE**, within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986 (the "**District**") as a participant in the Elgin Children's Foundation Elementary School Dental Grant (the "**Grant**"), subject to the terms and conditions set forth below.

Article I

Description of Program

The Foundation provides financial support for the operation of an Elementary School Dental Program (the "**Program**") to provide free dental care and treatment to qualified children at selected schools. The District will be responsible for the coordination and implementation of the Program.

Article II

Obligations of the District

1. Obligations of the District. For all grades pre-Kindergarten through sixth grade, the District shall participate in and implement the Program pursuant to the guidelines set forth in the Dental Grant Handbook, which is attached hereto as Exhibit A and incorporated herein by reference.

Article III

Obligations of the Foundation

1. Duties and Obligations of the Foundation. The Foundation will pay dental care providers for dental services provided to qualified students in accordance with the Dental

Grant Handbook.

The Foundation will pay the District a flat rate of \$110 for the transporting of White Oak Elementary, Jellico Elementary, Wynn Elementary, and Elk Valley Schools and a flat rate of \$50 for the transporting of Valley View Elementary, Lafollette Elementary, Jacksboro Middle School, Lafollette Middle School, Jacksboro Elementary, and Caryville Elementary schools for the safe transportation of students to and from local dentists for treatment. The District will invoice the Foundation for transportation on or before June 30, 2022.

Article IV

Other Provisions

1. Exempt Status. The District represents that it is a public school system under the laws of the State/Commonwealth of TENNESSEE and that it has the authority under state law to conduct the Program, enter into and abide by the terms of this Agreement and that the Program will be used for exclusively public purposes, consistent with each of the terms and conditions of this Agreement.
2. Indemnification. To the extent permitted by law, the District agrees to indemnify and hold the Foundation and its contractors harmless from and against all claims, damages, judgments, assessments, expenses (including reasonable attorney's fees) and other liabilities arising from the District's implementation and operation of the Program.
3. Term of Program. The Program period will begin upon written acceptance of the Grant by both parties as evidenced by execution of this Agreement; and will be for one year beginning July 1, 2021, and ending June 30, 2022. By agreement of both parties, the Grant may be extended for additional one (1) year periods. The District acknowledges that the Foundation does not assume, by entry into this Agreement, any obligation to provide other or future support for the Program, beyond the currently effective period.
4. Cancellation of Grant.

- a. If the District fails, within 10 days after notice from the Foundation, to perform any of its duties under this Agreement, the Foundation may, at any time thereafter, in the Foundation's sole discretion, cancel the Grant.
 - b. Either party may cancel this Agreement and discontinue participation in the Program with or without cause, on thirty (30) days notice.
 - c. In the event of any cancellation of the Program, the Foundation will, nevertheless, pay for the services properly provided pursuant to the Dental Grant Handbook prior to notice of cancellation.
5. Publicity. Any news releases or other publicity with respect to the Program shall be coordinated with the Foundation.
6. Notices. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Foundation:

Elgin Children's Foundation
ATTN: Wm. Paul Phillips
General Counsel
10118 Parkside Dr., Suite 105
Knoxville, TN 37922

To the District:

CAMPBELL COUNTY SCHOOLS
JENNIFER FIELDS
DIRECTOR OF SCHOOLS
172 VALLEY STREET
JACKSBORO, TN 37757

7. Waiver. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other rights or remedy.
8. Due Execution and Authorization. The undersigned representative of the District warrants and represents that he/she is duly authorized to execute and deliver this

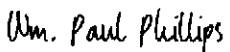
agreement, and to bind the District to the performance hereof, that all actions and approvals required in connection herewith have occurred, and that there is no law, contract, regulation or ordinance which restricts or prohibits the District from entering into or performing this Agreement.

9. Relationship of Parties. Nothing in this Agreement is intended to create a partnership, joint venture or principal and agent or other relationship. The only rights or obligations between the parties shall be as set forth herein. Neither party has the authority to bind the other party or incur any obligation on behalf of the other party.
10. Governing Law. This Agreement shall be deemed to be entered into and formed in Knoxville, Tennessee and shall become effective when the Foundation receives a copy of this instrument bearing the District's acceptance at the Foundation's offices in Knoxville, Tennessee.
11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
12. Miscellaneous. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior written or unwritten arrangements or understandings with respect thereto. All parties represent that they are not relying on any representation, statement, or action by any other party except as expressly stated herein. The descriptive headings of this Agreement are for convenience only. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, heirs, beneficiaries, fiduciaries, personal representatives, and executors. This Agreement shall be deemed to have been jointly prepared and shall not be construed strictly against the drafter thereof. This Agreement may not be modified, amended, or revoked, except in a writing signed by all parties. This provision may not be orally waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this
_____ day of _____ 2021.

Foundation:

Elgin Children's Foundation

DocuSigned by:

343A7C669C24144A

Wm. Paul Phillips, General Counsel
or Adella Thompson, Board Chair

District:

CAMPBELL COUNTY SCHOOLS

JENNIFER FIELDS, DIRECTOR OF SCHOOLS

Date 6/17/2021

Date _____

Exhibit A

Dental Grant Handbook

SCHOOL-BASED DENTAL PROGRAM GUIDELINES

OVERVIEW

The Participating Dental Program Guidelines represent the Foundation's expectations as to the District's operation of the Program, including an initial dental health screening and subsequent dental work/treatment for qualified elementary students. Under these guidelines, the District will strive to arrange an initial dental screening for 90% of qualified students and arrange for at least 90% of students identified for subsequent treatment (Dental Screening Scores #1 and #2) to, in fact, receive dental treatment (provided those students qualify for dental cost reimbursement). "Qualified students" excludes students already seeing a dentist regularly as well as those students whose parent/guardian expressly declines to allow participation.

GUIDELINES

Participating Districts should use the following guidelines to provide the above-described screening and dental treatment. The objective of the guidelines is to make the process as efficient as possible and may be modified from time-to-time by the Foundation.

STEP 1:

SCHOOL-BASED DENTAL PROGRAM GUIDELINES

The District should utilize this School-Based Dental Program Guidelines (HANDBOOK) to guide the implementation and coordination of the school-based dental program. The Handbook will include sample forms for facilitating the program. Forms will reflect the District name, address, and contact information. The foundation will not be named on any forms, correspondence and/or media releases regarding the school-based dental program.

DENTAL LIAISON TRAINING

The District should name one (1) District dental liaison (preferably a member of the District technology department) and one (1) school-based dental liaison for each elementary school. The Foundation will train each district dental liaison in procedures for using the passive permission form for dental screenings, recordkeeping (data) and retention, transportation, and authorization for noninsured students to be considered for financial assistance from the Foundation for treatment costs.

STEP 2:

SCREENING PERMISSION

School personnel (dental liaison, teachers, nurses) will facilitate the collection of signed FORM 109 – Permission for Dental Screenings from parents or those with legal authority to give permission. FORM 109 will be included in the initial school registration packets/parent handbooks with a deadline date for return no later than August 31. The District needs to

maintain these permissions for at least four years.

STEP 3:

SCREENING

Dental professionals (dentists, hygienists and others under the dentists' supervision) will travel to partnering schools as volunteers to conduct dental screenings, using a space in each school identified and secured by the school-based dental liaison. One of the dental professionals will complete FORM 209-Dental Screening Score/Transportation and Treatment Consent at the time of the screening/examination, of which a copy will be sent home to parents. Each school-based dental liaison will forward copies of the completed FORM 209s to the district dental liaison for data collection and reporting. Screenings will occur during *August and September* and are to be completed by *September 30th*.

STEP 4:

TREATMENT

Once a treatment plan is prepared, dental offices will mail each student's treatment plan to the parent(s) requesting permission to treat the child. The dental office may request Medicaid or insurance information at that time. The school-based dental liaison or the dentist's staff will follow up with phone calls to parents requesting that parents respond to their child's dental treatment plan or provide information to the school on their child's treatment at a non-participating dental facility. Follow-up calls will be logged by the school-based dental liaison on a call report (date of call and other info such as: no answer...left message...disconnected number...etc.). Extraordinary care will be given to students scoring a Dental Screening Scores #1 or #2 and may involve school nurses/staff doing home visits as necessary to obtain the necessary permission for treatment.

STEP 5:

TREATMENT PROCEDURE

The school-based dental liaison will contact the office of the partnering dentist to schedule follow-up appointments for students needing treatment, focusing first on students with the most urgent need (Dental Screening Scores #1 & #2) and then students needing preventive treatment such as sealants and cleanings (Dental Screening Scores #3). The school-based dental liaison will be responsible for scheduling bus transportation to the dentist and submitting the student passenger lists to the district dental liaison on a weekly basis. The dentist should also receive a copy of the bus transportation student passenger list at least a day before scheduled appointments in order for the dental office to establish whether or not the child has TennCare or other insurance.

TRANSPORATION COSTS

The Foundation will reimburse the District at the rate specified in the yearly contract signed by school districts for safe transportation of students to and from a local dentist for treatment. Participating districts will invoice the Foundation for transportation on or before June 30.

BILLING INFORMATION

- Dentists will seek reimbursement for cost of the dental work from private insurance or applicable government reimbursement programs (in Kentucky: Children's Health Insurance Program "KCHIP"; in Tennessee: TennCare; in Virginia: Family Access to Medical Insurance Security "FAMIS Plus", Early Periodic Screening Diagnosis and Treatment "EPSDT").
- In cases where students do not qualify for government assistance for dental treatment and do not have private dental insurance but the student is eligible for Free and Reduced Lunch, the district dental liaison will submit FORM
- 409 – Financial Assistance for Dental Treatment, signed by the school principal, to Elgin Children's Foundation, c/o Delta Dental of Tennessee, PO Box 281973, Nashville, TN 37228.
- By signing the FORM 409, the school principal acknowledges that he/she checked the student's Free and Reduced Lunch Eligibility or has confirmed economic need, which is defined as family income at or below 185% on the Federal Poverty Guidelines.
- The signed Form 409 authorizes Delta Dental to enter the student's information into the billing account for the Foundation. Form 409 must be submitted each school year.
- The dentist will perform the dental services and submit a claim to Delta Dental (same address as mentioned above) for reimbursement. In order for the claim form to be processed, it must include the Group #4156.
- The dentist shall accept payment for treatment services at the same rates as the government reimbursement program.
- In special cases where the dentist is unable to treat the patient in-office, the dental provider must submit the Pediatric Referral Form (Exhibit F). The completed form should include a description of treatment needed, a detailed treatment plan, and a cost estimate. Elgin will review the form and either approve or deny. **ELGIN WILL NOT BE RESPONSIBLE FOR PAYING ANY UNAPPROVED REFERRALS.**

STEP 6:

TREATMENT REPORTING

Dental treatment data will be tracked by the school dental liaison in cooperation with the schools by obtaining the list of students being transported to the dental office. The school liaison will enter the data into the School Reporting Form (Exhibit D). Each dental liaison should complete and submit the report to the state coordinator by email no later than the 15th of each month, starting in October...*please copy the School Superintendent on the email.*

SUGGESTIONS FOR SCHOOL LEADERSHIP

- The dental program should be stressed at the first principal's meeting each school year and at all meetings between Foundation consultants, staff and school leadership (trainings, conference calls, etc.).
- School leadership are encouraged by Foundation consultants and staff to talk about the dental program at school open houses, PTA/PTO meetings, special events, sports events, etc.
- Permission forms may be available and completed, as needed, at each meeting involving parents.
- The Foundation suggests that the school buses be filled with children scoring #1s first and then #2s and, lastly, #3s for transportation to the dentist.
- The schools are encouraged to use the "Auto Call" feature to notify parents that their child's dental treatment requires immediate attention.
- If treatment has occurred outside of the school-based dental program, the parent may be encouraged in the "Auto Call" message to report this information to the school in order to be released from the school-based dental liaison's follow-up calling list.
- All dental liaisons should be chosen carefully based on excellent computer skills and knowledge of the school database software, with a district dental liaison to oversee and train the school-based dental liaisons.
- Each district is encouraged to celebrate **National Children's Dental Health Month** in February with dental coloring activities. (For help with resources contact Tracy Farmer.)
- Educational Dental Videos may be found at: <http://www.ada.org/353.aspx>

**Campbell County Schools
Board of Education**

**Contract for Special Education Services
2021-22 School Year**

This Contract for Special Education Services ("Agreement") made this _____ day of _____ by and between the Campbell County Schools Board of Education ("**BOARD OF EDUCATION**") and Tennessee Schools for the Deaf ("**TSD**").

WITNESSETH

WHEREAS, T.C.A. § 49-10-107 authorizes local education agencies to contract with one another for the provision of special education and related services to students with disabilities.

WHEREAS, **BOARD OF EDUCATION** in order to provide free and appropriate public education, finds it necessary to acquire the services of another agency.

WHEREAS, **TSD** is an agency having appropriate programs, capacity, and competence to provide special education services for student who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and **TSD** for the consideration hereinafter names, agree as follows:

1. This Agreement is contingent on the following:
 - a. Each student covered by this Agreement meets the eligibility criteria of Tennessee State Board of Education Rule 0520-04-03 and the admissions criteria of **TSD** Policy 6.2030; and
 - b. Each student covered by this Agreement has been evaluated and referred by his or her Individual Education Program (IEP) team, that includes a representative from the **TSD**, upon the IEP team's determination that the **TSD** will provide the student a free appropriate public education in the student's least restrictive environment.
2. **TSD** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an IEP which will be specifically designed to meet the unique needs of the student enrolled with provision for all support materials and services necessary for their education. The IEP shall not be changed or terminated without an IEP team meeting composed of representatives of **BOARD OF EDUCATION** and **TSD** which results in agreement regarding change or termination of the program.
3. **BOARD OF EDUCATION** is responsible for:
 - a. Providing **TSD** with copies of each student's educational records within 10 days of the student's enrollment **TSD**;
 - b. Providing extended school year (ESY) services if specified in the student's IEP;
 - c. Providing homebound services in consultation with **TSD**;
 - d. Transporting residential and non-residential students who reside within 90 minutes of the campus;
 - e. Providing families the option of transporting residential students to a designated bus stop where **TSD** charter bus will pick up students and transport to campus;
 - f. Providing one-on-one aide if specified in the student's IEP;
 - g. Filing a truancy petition with the appropriate authorities in the county where the student resides (if applicable).
4. **TSD** is responsible for providing:
 - a. Transportation to residential students who do not reside within 90 minutes of the campus;
 - b. A residential program for students who meet the criteria of TSB Residential Policy

- 3.7000;
 - c. Access to student's educational records in EasyIEP to **BOARD OF EDUCATION** for each student attending **TSD**
 - d. Special education and related services, other than those listed in Section 3 above.
5. **TSD AND BOARD OF EDUCATION** shall collaborate to adopt procedures for implementation of a progressive truancy intervention plan.
 6. **TSD** is an entity of the State of Tennessee. Any and all monetary claims against the State of Tennessee, its officers, employees, and agents shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
 7. Nothing in this Agreement shall relieve the **BOARD OF EDUCATION** of their obligation to ensure students served at **TSD** are provided a free appropriate public education in accordance with state and federal special education law.
 8. The term of this Agreement is from July 1, 2021 to June 30, 2022.

WITNESS THEREOF, parties have executed this AGREEMENT the day and year first above written.

BOARD OF EDUCATION:

Jennifer Fields, Director of Schools

TENNESSEE SCHOOLS FOR THE DEAF:

Josh Mason, Assistant Commissioner, State Special Schools

TENNESSEE DEPARTMENT OF EDUCATION:

Penny Schwinn, Commissioner