

PUBLIC RECORDS REQUEST FORM

The Tennessee Public Records Act (TPRA) grants Tennessee citizens the right to access open public records that exist at the time of the request. The TPRA does not require records custodians to compile information or create or recreate records that do not exist.

(Governmental Entity Name and Name and Contact Information for the Public Records Request Coordinator)

To: **Jefferson County Schools**

(Insert Requestor's Name and Contact Information (include an address for any TPRA required written response))

From: **David Seal**

Is the requestor a Tennessee citizen? Yes No

Request: Inspection (The TPRA does not permit fees or require a written request for inspection only¹.)

Copy/Duplicate

If costs for copies are assessed, the requestor has a right to receive an estimate. Do you wish to waive your right to an estimate and agree to pay copying and duplication costs in an amount not to exceed \$see note _____? If so, initial here: n/a.

Delivery preference: On-Site Pick-Up USPS First-Class Mail
 Electronic Other: _____

Records Requested:

Provide a detailed description of the record(s) requested, including: (1) type of record; (2) timeframe or dates for the records sought; and (3) subject matter or key words related to the records. Under the TPRA, record requests must be sufficiently detailed to enable a governmental entity to identify the specific records sought. As such, your record request must provide enough detail to enable the records custodian responding to the request to identify the specific records you are seeking.



A copy of the most recent contract that was signed and executed between Jefferson County Schools and Allied Behavioral Health Solutions.

Cost estimate requested before processing if charges apply.

David Seal
david.seal1961@gmail.com

David Seal / July 24, 2023
Signature of Requestor and Date Submitted

Ronda Sparks 7/25/23
Signature of Public Records Request Coordinator and Date Received
No Charge

Print Form Reset Form

¹ Note, Tenn. Code Ann. § 10-7-504(a)(20)(C) permits charging for redaction of private records of a utility.

CONTRACT BETWEEN:

ADVANCED THERAPY SOLUTIONS, LLC DBA ALLIED BEHAVIORAL HEALTH SOLUTIONS

AND

JEFFERSON COUNTY SCHOOLS

FOR THE PROJECT OF

SCHOOL-BASED BEHAVIORAL HEALTH LIAISON

FOR THE PERIOD OF

July 1, 2023-June 30, 2024

This Contract describes the agreement between Advanced Therapy Solutions, LLC DBA Allied Behavioral Health Solutions (ABHS) and Jefferson County Schools (JCS) as a Contract for the project of School-Based Behavioral Health Coordination.

PROGRAM DESCRIPTION:

School-Based Behavioral Health Services close gaps in access to care for numerous children. The ability to access behavioral health services within the school system eliminates barriers around transportation and time limitations while also allowing for educators to identify and express concerns around the social-emotional well-being of youth. The experiences of stress and trauma that have greatly impacted learning environments in previous years have been exacerbated in a post-pandemic world and have demonstrated even further need for behavioral health supports in a child's most consistent system. ABHS and JCS recognize the need for a well-developed collaborative model that leverages the benefits of services currently offered in the schools and the benefits of outside behavioral health consultation to increase support and intervention opportunities for students and staff.

INTENT AND RELATIONSHIP OF THE PARTIES:

JCS and ABHS are entering into this Contract to provide behavioral health access within schools. These services will be provided to students in all buildings with a minimum of ten (10) clinicians. In 2022-2023, twelve clinicians provided services to over 600 students, demonstrating exceptional need for behavioral health support within the school system. For the Fall 2022 semester alone, ABHS interacted with more than 450 students. In reflection of this awareness in 2020, a collaborative multi-tiered system for school-based behavioral health coordination using School Based Behavioral Health Liaisons (SBBHLs) was developed to amplify the existing services provided by School Counselors and to provide ongoing clinical services as needed. This MOU seeks to continue the program and services provided.

SCOPE OF SERVICES

The School-Based Behavioral Health Coordination team will:

- ABHS and JCS staff will collaborate to identify a clear Behavioral Health workflow to match Tier I, II, and III of current school interventions.
- ABHS and JCS will identify clear roles and responsibilities of all staff members involved in the project.
- ABHS and JCS will identify clear data metrics to be tracked and maintained on all students participating in SBBHL activities, including identification of metrics that will result in tiered intervention.
- ABHS and JCS will identify the role of SBBHL staff in RTI-B teams as defined by the JCS system.
- Given the collaborative nature of the developing model, shared language will be imperative. While school staff and SBBHL will prioritize valued differing perspectives to provide a comprehensive treatment team for students, shared foundational knowledge will be necessary. ABHS and JCS will develop a cohesive cross-training plan to include identified school personnel, school counselors, and SBBHLs.
- SBBHLs will continue to provide reimbursable behavioral-health services and counseling within their assigned schools.
- Gender affirming medical treatment will not be an available service provided by ABHS in JCS.

PERIOD OF SERVICES

The Term for these services will be from July 1, 2023 until the completion of the Spring semester on June 30, 2024; with the understanding that ABHS will continue to seek alternative funding to assist in the sustainability of the program. Sixty (60) days before the end of this Term, the Contract will be reassessed by both parties to determine renewal. Renewal of this Contract will be evaluated on a year-to-year basis.

LOCATION

SBBHLs will be assigned to specific schools and will work from these locations. SBBHLs will have dedicated, private space within their identified schools to provide services. SBBHLs will be employed by ABHS, who is headquartered in Nashville, TN. ABHS will provide clinical support and program leadership to the SBBHLs both locally and remotely.

RESPONSIBILITIES

Allied Behavioral Health Solutions:

- ABHS will recruit, hire, and train a minimum of ten master's level clinicians to occupy the role of SBBHL.
- ABHS will manage all payroll and benefits for SBBHL staff.
- ABHS will provide all necessary supplies for SBBHL staff.
- ABHS will provide all necessary licensure supervision for SBBHL staff by clinicians approved within their licensure status to provide said supervision.
- ABHS will collaborate with JCS to identify clear workflows and tiers of support for SBBHLs.
- ABHS will train staff in workflow, job activities, and data collection to be closely monitored and shared with JCS as requested.
- All students referred for services will be screened for a variety of behaviors using PHQ-9, PSC-17, or other behavioral health screeners to track level of severity and progress.
- ABHS staff will attempt to engage all families in, at minimum, an initial intake appointment.

- Clinician will provide individual and family counseling to patients as needed. Clinician will also coordinate additional behavioral health referrals should they be warranted.
- ABHS will bill all eligible time and services to the insurance provider of the identified client and JCS will not be responsible for any funding of services provided to patients.

ABHS will refer out all services outside of the ABHS' scope of practice including, but not limited to mobile crisis services, intensive in-home services (CCFT), Tennessee Health Link services, primary care health services, and other physical health services Jefferson County Schools:

- Dedicated space will be allocated to provide a contained, private, area for provision of clinical services.
- Internet access will be readily available and reliable in an effort to provide consistency through telehealth services.
- JCS will collaborate closely with ABHS to identify intervention tiers under School -Based Behavioral Health Coordination model.
- JCS and ABHS will collaborate on the development and provision of student support groups.
- JCS will identify a point person within each physical school structure to act as a point person for distribution of intake forms, collection of intake forms, and coordination of services with ABHS staff.
- JCS will provide referrals and additional supporting documentation regarding referrals to Clinician in a timely manner.
- JCS Staff will not be responsible for Billing Inquiries, issues resolution related to ABHS services billed to patients.
- JCS will not hold ABHS liable for any form of rent or occupancy.

SUBCONTRACTING

Neither JCS or ABHS shall engage in subcontracting of any of the outlined positions above without the direct knowledge and collaboration of the other entity. Employment for SBBHLs and JCS staff shall be governed by Federal laws and the laws of the State of Tennessee

COMPENSATION

- 1) It is agreed that JCS will pay ABHS a minimum of \$17,000 if JCS is not awarded the Stronger Connections Grant and up to \$167,000 if awarded The Stronger Connections Grant for the creation of the School-Based Behavioral Health Coordination system and the employment of twelve (12) School-Based Behavioral Health Liaisons.
- 2) All payroll structure, taxes, and benefits will be at the discretion and responsibility of ABHS. 3) ABHS understands and agrees that:
 - a. JCS will not pay or withhold on behalf of ABHS any sums for income tax, unemployment insurance, Social Security, Medicare or any other withholding pursuant to any law or requirement of any governmental body relating to ABHS
 - b. All of such payments and withholdings are the sole responsibility of ABHS
 - c. ABHS shall withhold all applicable payroll taxes and all wages shall be reported annually on W-2 tax form.
- 4) JCS shall opt to pay ABHS in one lump sum by December 31 or two payments by October 1 and February 1 if JCS is awarded the Stronger Connections Grant.
- 5) Parties will revisit the Contract at the mid-point of the project, prior to the second installment payment, to discuss number of students served and to establish if reimbursement is reflective of the work contributed by SBBHLs.

INTELLECTUAL PROPERTY

All intellectual property owned as of the Effective Date by JCS and ABHS, respectively, will continue to be owned by such parties, respectively.

Subject to applicable requirement of this Contract, (i) JCS shall own all intellectual property conceived solely by JCS personnel resulting from the project; (ii) ABHS shall own all intellectual property conceived solely by ABHS staff resulting from the project and (iii) JCS and ABHS shall jointly own all intellectual property conceived jointly by personnel of both entities resulting from this project.

CONFLICTS OF INTEREST

ABHS warrants that no part of the total Contract shall be paid directly or indirectly to an employee or official member of JCS as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, Subcontractor, or consultant to ABHS in connection with any work contemplated or performed relative to this Contract. ABHS acknowledges, understands, and agrees that this Contract shall be null and void if ABHS is, or within the past six months has been, an employee of JCS or if ABHS is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of JCS.

NONDISCRIMINATION

ABHS agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of ABHS on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or statutory law. ABHS shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

CANCELLATION

By signing this Contract, JCS agrees to a one-year Contract with ABHS with options of renewal for the School Based Behavioral Health Coordination Project. JCS reserves the option to not renew after the initial year. Cancellation of this agreement can be submitted, in writing, up to 30 days after signing, but not thereafter.


INDEMNIFICATION

ABHS and JCS shall indemnify and hold each other harmless against any legal action, liabilities, damages or costs incurred in such actions occurring or in connection with this Agreement, or as a result of ABHS's actions hereunder, provided that such actions are taken in accordance with this agreement.

SIGNATURES

In Witness Whereof, the undersigned have executed this Contract as of the date as of the last signature below:

Signature of Jefferson County Schools



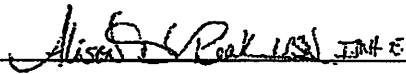
Printed Name

Date

Tommy Arnold 7/6/23

Printed Name

Date



Advance Therapy Solutions, LCC DBA

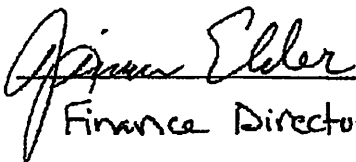
Allied Behavioral Health Systems

Alison Peak

7/17/2023

Printed Name

Date


Finance Director

Jessica Elder 7-10-2023

Printed Name

Date