

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), is by and between Navigate360, LLC, a Nevada limited liability company, with offices located at 3900 Kinross Lakes Parkway, Second Floor, Richfield, Ohio 44286 (the "**Company**") and Customer, whose detailed information is set forth on the applicable Order Form (the "**Customer**").

WHEREAS, Customer desires to retain Company to provide certain safety and emergency preparedness and/or threat assessment services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Definitions.** The defined terms for this Agreement and its attachments are set forth at:
<https://tinyurl.com/N360Definitions-20241010>
2. **Services.** Company shall provide the Services to Customer pursuant to the Addenda as described in more detail in any corresponding Order Form(s), in accordance with the terms and conditions of this Agreement:

Addendum A: Software Services

Addendum B: Training

Only Addenda included on an Order Form shall apply. Additional Services may be purchased after the Effective Date subject to execution of additional Order Form.

3. **Company's Obligations.**
 - 3.1 Company shall:
 - a) appoint Company Personnel, who are suitably skilled, experienced, and qualified to perform the Services;
 - b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
 - c) comply with, and ensure that all Company Personnel comply with all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
 - d) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services; and
 - e) require each Company Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement.
 - 3.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.
4. **Customer's Obligations.**
 - 4.1 Customer shall:
 - a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact, as well as two Customer employees to serve as backup contacts, with respect to this Agreement and who will have the authority to act for Customer pertaining to matters under this Agreement (the "**Customer Contract Manager**");
 - b) make available to Company certain use of Customer's facilities, telecommunications support, records, data, computer resources, software programs, networks, personnel, business information, current and accurate maps, wi-fi credentials, and other relevant information as reasonably required by Company in the performance of any Services hereunder or as specified on any applicable Order Form. If Customer has purchased any site mapping or risk assessment services, Customer must provide all floor plans and/or maps to Company within 30 days of the

applicable Order Form; any delay in providing the floor plans and/or maps beyond the aforementioned 30-day period will result in an additional charge of 10% of the amount due for the site mapping or risk assessment services for each month, or portion thereof, of such delay. Customer shall ensure that competent personnel are available during normal working hours to provide information and other support to Company while providing Services. Authorized Service Recipients shall always keep the Customer aware of Company's schedule in providing the Services. Any Services refused or needing to be rescheduled due to any Authorized Service Recipient not sharing the relevant information/schedule of the Company for providing Services shall incur additional fees as set out in the Order Form;

- c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services under this Agreement;
- d) provide such Customer information as Company may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
- e) obtain and maintain all necessary licenses and consents and comply with all applicable Laws, including any US export control regulations, in relation to the Services, in all cases before the date on which the Services are to start.

4.2 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees, including, without limitation, the provision of inaccurate, incomplete or outdated maps, documents or information, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. Additional fees may be incurred as a result of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees being in breach of this provision.

5. Term and Termination.

5.1 Term. The term of this Agreement shall be set out on the Order Form (the "Term") unless sooner terminated as provided in this Section 5.

5.2 Termination of this Agreement for Cause. Either party may terminate this Agreement for cause, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

- a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or
- b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 15 business days or is not dismissed or vacated within 30 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the Term under all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

5.4 Survival. The rights and obligations of the parties set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, and 15 of this Agreement, and any right or obligation which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. With respect to Confidential Information that constitutes a trade secret under applicable law the rights and obligations set forth in Section 8 will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Company or its Affiliates

and its or their employees, officers, directors, shareholders, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. Fees and Expenses; Payment Terms.

6.1 In consideration of the provision of the Services by Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Order Form.

6.2 Except otherwise provided under this Agreement, the total fees for the Services shall be the amount set out in the applicable Order Form. The total price shall be paid to Company either in full or in installments, as set out in the Order Form. If paid in installments, at the start of a period specified in the applicable Order Form in respect of which an installment is due, Company shall issue invoices to Customer for the fees that are then payable. For any Services involving training and professional services, Customer shall pay the fees for such Services within 30 days of executing this Agreement.

6.3 Company shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Company within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

6.4 If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Company may suspend Customer's and its Authorized Service Recipients' access to any portion or all of the Services until such amounts are paid in full, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.5 One-time Training Classes shall include a 30-day money back guarantee from the signing date of this Agreement, cancellations after the 30th day will be provided a voucher for an equivalent class for use within 180 days.

6.6 Customer shall be responsible for all sales, use, and excise taxes, value added, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

7. Intellectual Property Rights; Ownership.

7.1 Except as set forth in Section 7.2, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Company agrees, and will cause its Company Personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer.

7.2 Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Company hereby grants Customer and its Authorized Service Recipients a limited, non-transferable (except in accordance with Section 15.6), non-sublicensable license to use, perform, display, execute, reproduce, distribute, and transmit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company.

7.3 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer.

8. Confidential Information.

8.1 Receiving Party agrees:

- a) not to disclose or otherwise make available Confidential Information of Disclosing Party to any third party without the prior written consent of Disclosing Party; *provided, however*, that Receiving Party may disclose the Confidential Information of Disclosing Party to its officers, employees, consultants, and legal advisors, and, in the case of Company, its Affiliates, who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

- b) to safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its own Confidential Information and no less than a reasonable degree of care;
- c) to use the Confidential Information of Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables, as permitted under this Agreement; and
- d) to promptly notify Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide:

- a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and
- b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Receiving Party remains required by Law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

- a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
- c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;
- d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and
- e) it is in compliance with all applicable Laws regarding the provision and receipt of Services.

9.2 Company represents and warrants to Customer that:

- a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and shall devote adequate resources to meet its obligations under this Agreement; and
- b) (i) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any registered or issued patent, copyright or trademark of any third party arising under the Law, and, (ii) as of the date hereof, there are no pending or, to Company's knowledge, threatened claims, litigation, or other proceedings pending against Company by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation, or other proceedings to the extent arising out of (x) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Company, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company. Company's sole liability and Customer's sole and exclusive remedy for Company's breach of this Section 9.2(b) are Company's obligations under Section 10.2.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9 AND TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9.4 THE SERVICES PROVIDE GUIDANCE AND TRAINING ON THEN-CURRENT BEST PRACTICES FOR RESPONDING TO CERTAIN EMERGENCY SITUATIONS AND/OR SAFETY THREATS; REFRESHER COURSES ARE RECOMMENDED AT LEAST EVERY TWO YEARS. COMPANY DOES NOT WARRANT THAT RELIANCE UPON THE SERVICES WILL PREVENT ACCIDENTS AND LOSSES

OR, EXCEPT AS EXPRESSLY STATED IN WRITING IN AN APPLICABLE ORDER FORM, THAT THE SERVICES SATISFY LOCAL, STATE, OR FEDERAL INCIDENT RESPONSE REGULATIONS. AN INDIVIDUAL MUST USE THEIR OWN DISCRETION DURING AN EMERGENCY AND/OR SAFETY THREAT AS TO HOW THEY CHOOSE TO RESPOND.

10. Indemnification.

10.1 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a "Customer Indemnitee") from and against all Losses awarded against a Customer Indemnitee in a final judgment arising out of or resulting from:

- a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Company or Company Personnel; and
- b) Company's material breach of any representation, warranty, or obligation of Company set forth in this Agreement.

10.2 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses awarded against a Customer Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; provided, however, that Company shall have no obligations under this Section 10.2 with respect to claims to the extent arising out of:

- a) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company;
- b) use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Company in writing, if the infringement would have been avoided by the use of the Deliverables not so combined;
- c) use of or the inaccuracy or incomplete or outdated nature of the information in any maps or amendments thereof provided by Customer to Company; or
- d) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company or Company Personnel.

10.3 To the fullest extent permitted by Law, Customer shall defend, indemnify, and hold harmless Company and Company's Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party action arising out of or resulting from:

- a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer;
- b) the transfer of any personal information from Customer to Company, and the subsequent use and/or processing of that information for the purposes of this Agreement; and
- c) Customer's material breach of any representation, warranty, or obligation of Customer in this Agreement. Nothing in this provision shall limit or otherwise alter any rights of the Company under other provisions of this Agreement or any addendum thereto, notwithstanding any provision to the contrary.

10.4 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.4 shall not relieve the indemnifying party of its obligations under this Section 10.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10.5 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's:

- a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or

- b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

11. LIMITATION OF LIABILITY.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, CLAIMS, CAUSES OF ACTION OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS, INACCURACIES, MISSING OR OUTDATED INFORMATION IN THE MAPS OR DOCUMENTS PROVIDED BY CUSTOMER TO COMPANY.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3 OR TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to:

- a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights; Ownership) or Section 8 (Confidentiality);
- b) a party's indemnification obligations under Section 10 (Indemnification);
- c) damages or other liabilities related to a party's gross negligence, willful misconduct, or intentional acts;
- d) death or bodily injury or damage to real or personal property from a party's negligent acts or omissions; and
- e) (e) damages or liabilities to the extent covered by a party's insurance.

12. Non-Solicitation. Each party acknowledges and agrees that the employees of the other party who are involved in the performance of the Services are a valuable asset to such party and are difficult to replace. Accordingly, during the Term of the Agreement and for a period of one (1) year after the completion of Services, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under the Agreement who is then in the employ of the other party.

13. Acknowledgements. Customer acknowledges that the Services and Platform are commercially valuable proprietary products, methods, processes, and analytical information belonging to Company or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Company and its licensors a commercial advantage over its/their competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying, distribution, downloading or use of the Services or the Deliverables would cause substantial damage to Company and its licensors. Company shall not be restricted in the manner it uses any ideas, concepts, processes, procedures, methodologies, templates, techniques, or know-how acquired or used by Company in the performance of the Services. Customer further acknowledges that Company is under no obligation to further develop, maintain, or market the Platform, and may abandon its technical or other support at any time. Future versions of the Platform, if any, may not be compatible with the current release of the Platform and the hardware and software. Customer is responsible for: (i) providing power, other hardware, equipment and components, not part of those supplied by Company as part of the Platform; (ii) internet access necessary to access and/or use the Platform; and (iii) complying with any policies and procedures as submitted by Company from time to time.

14. Force Majeure.

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such

failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 15, the other party may thereafter terminate this Agreement upon 30 days' written notice.

15. Miscellaneous.

15.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

15.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.4.

If to Company:
Navigate360, LLC
3900 Kinross Lakes Parkway, Second Floor
Richfield, Ohio 44286
Email: legal@navigate360.com
Attention: General Counsel

If to Customer:
As set out on the Order
Form

15.5 This Agreement, together with all Addenda, Exhibits, and Order Form(s) and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Addenda, Exhibit, or Order Form, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Addenda; (b) second, any Exhibits and Addenda to this Agreement; and (c) third, the applicable Order Form. No terms or conditions in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

15.6 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, either party may assign the Agreement in its entirety (including all Order Forms) to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder.

15.7 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.8 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver; nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise or the exercise of any other right, remedy, power, or privilege.

15.9 If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.10 This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the state of the Customer's place of business as set out on the Order Form. If the Customer's place of business is outside the United States of America, then the laws of the state of Ohio shall govern.

NAVIGATE360 - ORDER FORM

Customer: Campbell County School District
172 Valley St
Jacksboro, TN 37757
Jennifer Fields
jennifer.fields@ccpstn.net

Proposal No: Q-191114
Proposal By: Kate Rosselot
Email: krosselot@navigate360.com
Opp Number: 242504
Proposal Expires: 7/15/2025

Total Investment: \$9,992.50 - Net 30

Term: The 12 month term for subscription services begins on **7/1/2025** and ends on **6/30/2026**. Subscription services will be billed according to the following invoice schedule: One-Time Payment

Notes

SUBSCRIPTION SERVICES

Product	Description	Quantity	Annual Price
Compass - For Students	Suite360 curriculum for students	2250 Students	\$6,392.50
Compass Services and Support	Annual service and support fees for curriculum subscriptions.	8 Building(s)	\$3,600.00

Subscription Total: \$9,992.50

Total: \$9,992.50

All Pricing in USD.

Notices:

*After Initial investment contemplated by this Order Form, Customer agrees and understands that subscription services under the MSA may be subject to an annual increase of up to 5%.

Proposal No: Q-191114

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

× By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement:

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

Name: Matthew Kane
Date: 06/20/2025
Signature: [Signature]

A/P Contact Name: _____
A/P Phone: _____
A/P Email: _____

A/P Address: _____
City: _____

State (2 Letter Abbreviation): _____

Zip Code: _____

Title: Director of Schools
Date: _____
Signature: _____

Federal Tax ID: _____

Purchase Order

☐ Attached PO #: _____

☐ PO in process to be sent separately

Title: Board Chairman
Date: _____
Signature: _____

Sales Tax Exempt No. _____

Sales Tax Exemption Certificate must be attached.

CUSTOMER SIGNATORY

Name: Jeff Marlow
Title: Finance Director
Date: _____
Signature: _____

Proposal No: **Q-191114**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

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 Caryville 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 Caryville 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 2025-2026 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 Caryville 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, 2025,
- B. to May 31, 2026.

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 Caryville 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 (2025 calendar year)
 - 2. Second semester (2026 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

3/24/25
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 contained herein, the parties have agreed and do hereby enter into this contract, according to the 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 2025-2026 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. The CONTRACTOR 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 CONTRACTOR ensures that the rights and privileges available to the children attending Jacksboro Elementary School shall be available to the children served by the CONTRACTOR, 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

IV. Contract Length:

- A. August 10, 2025.
- B. to May 31, 2026.

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 ~~Cypress~~^{Jesuit} 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 (2025 calendar year)
 - 2. Second semester (2026 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

C. CONTRACTOR will be responsible for the following Clerical Paperwork and 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. CONTRACTOR will be responsible the following 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

3/24/25
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 2025-2026 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 Jellico 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 Jellico 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, 2025 to May 31, 2026.

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 (2025 calendar year)
 2. Second semester (2026 calendar year)
 3. Summer Program (if needed)
- B. Contractor will be responsible for the following 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. Contractor will be responsible the following Clerical Paperwork and Billing:
1. Attached logs for services to bill

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

2. Miscellaneous

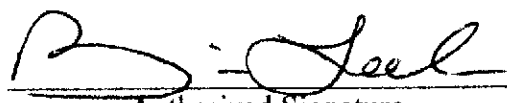
- a. Invoice for school system will be sent at the first of each month for prior month's services. Payment will be due within 30 days upon receipt of invoice.

VII. Contractor will be responsible for the following 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

3/24/25
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 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 2025-2026 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, 2025 to June 30, 2026.
- 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 (2025 calendar year)
 - 2. Second semester (2026 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

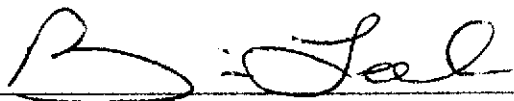
1. Attached logs for services to bill
 - a. Treatment sessions
 - b. Remittance advices from insurance company
 - c. IEP meetings and documentation
2. Miscellaneous
 - a. Invoice for school system will be sent at the first of each month for prior month's services. Payment will be due within 30 days upon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

3/04/25

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

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made on this 1st day of July, 2025, by and between Campbell County Schools (hereinafter known as "School District") with its principal office 172 Valley Street, Jacksboro, Tennessee 37757, and Ridgeview Behavioral Health Services (hereinafter known as "Contractor") with its principal office at 240 W. Tyrone Rd. Oak Ridge, TN 37830.

WITNESSETH

WHEREAS, Approximately 25% of youth ages 5-18 have experienced a mental health disorder during the past year and more than 30% of children and adolescents are expected to experience at least one mental health condition during the course of their lifetime.

WHEREAS, At times, mental health services are not provided to children who need them.

WHEREAS, Adolescents are particularly dependent on adults for recognition of mental health problems, provision of appropriate support and referrals to help.

WEHREAS, As more people and particularly youth experience mental distress, there is a need for increased mental health literacy and basic mental health training programs for the public and those working with youth.

WHEREAS, Developing the appropriate social support system has been shown to reduce the risk of developing mental, emotional, and behavioral disorders.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, SCHOOL DISTRICT and Contractor hereby agree as follows:

1. The term of this Agreement shall be from July 1st 2025 through June 30th, 2026.

2. General Compliance with Laws.

(a) If required, the company shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

- (b) The company is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulation in any manner affecting the conduct of the work. The preceding shall include, but is not limited, to compliance with all Equal Employment Opportunities laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).
- (c) This contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the company agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Campbell County, Tennessee and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Campbell County, Tennessee.

- 3. SCHOOL DISTRICT and Contractor agree as part of this partnership to not directly or indirectly solicit or entice away from the employment of Ridgeview (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.

4. Compensation

- (a) In consideration for the services provided by Contractor, the SCHOOL DISTRICT agrees to pay the Contractor \$5,000 per full-time behavioral health therapist for mental health services provided to Eligible SCHOOL DISTRICT students during the school year.
- (b) Contractor shall invoice SCHOOL DISTRICT for the Fees under this agreement, after the services on a bi-annually bases in December and May, and SCHOOL DISTRICT shall be responsible for paying all Fees within thirty (30) days of receipt of Contractors' invoice therefor.

5. Appropriation

In the event no funds are appropriated by Campbell County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. FERPA Compliance

SCHOOL DISTRICT and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (24 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with SCHOOL DISTRICT as required by FERPA and its regulations in the performance of its duties in this contract.

Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract.

7. School District Responsibilities

- (a) SCHOOL DISTRICT agrees to provide a confidential space for therapeutic intervention at each school as well as access to student level data through a staff member at each school.

8. Background Checks

Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section §49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

9. Professional Liability Insurance

Contractor will provide proof of insurance with coverage and limits satisfactory to school district's Business Office. Contractor herein agrees to hold SCHOOL DISTRICT harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, except when such injuries or damage arise in the acts of negligence of SCHOOL DISTRICT Providers or Contract Providers. Any obligation of Contract to indemnify and hold School District harmless is limited to the terms of Contractor's liability insurance.

10. Acknowledgments

- (a) Contractor and SCHOOL DISTRICT acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between SCHOOL DISTRICT and Contractor, In that regard, while CONTRACTOR is subject to general terms and conditions in connection with the performance of the Services, CONTRACTOR

and SCHOOL DISTRICT acknowledge the Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and SCHOOL DISTRICT acknowledge and agree that they have had a sufficient opportunity to review the terms of the Agreement.

(c) Contractor and SCHOOL DISTRICT acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers' employees, or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering in this Agreement.

11. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

12. Tax Liabilities

Campbell County is not liable for federal excise or State sales tax. Tax exemption certificates will be provided upon request.

13. Severability

Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provisions shall be deemed not to be a part of this Agreement.

14. Entire Agreement

This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

15. Assignment

Contract shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of Campbell County.

16. Headings

The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement or the meaning of any provision hereof.

17. Counterparts


This Agreement may be executed in two counterparts, both of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

SCHOOL DISTRICT

RIDGEVIEW BEHAVIORAL HEALTH SERVICES

Director of Schools Date



President/CEO Date 7/1/25

Finance Director Date

Board Chairman Date

CAMPBELL COUNTY SCHOOL BUS OPERATOR CONTRACT

STATE OF TENNESSEE

CAMPBELL COUNTY

Fiscal Year 2025-2026

This contract entered into this the _____ day _____ of, 2025, 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 2025-2026 school year. The term of the 2025-2026 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 2025-2026 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 76 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 2025-2026 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 are allocated up to three (3) non-service days per bus, per year, which can be further divided into half-days, to cover a failure to provide bus service without a pay reduction by utilizing the three (3) non-service 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. It is the express purpose and intent of the Board of Education that a video camera system be operated on a continuous basis while transportation services are being performed. Accordingly at the beginning of the 2025-2026 school year, the Board of Education shall inspect and test the video cameras utilized on each bus and shall make any necessary repairs and/or replacement of the video cameras determined to be inoperable. If not operational, the Bus Owner/Operator shall immediately contact the Board of Education and advise the Transportation Supervisor as to the inoperable condition of the video camera system. At any time during the term of this contract the Board of Education's designee may also make an inspection of the video camera system, without notice, and if such video camera system is found to be inoperable, the Bus Owner/Operator may be penalized by a pay reduction equivalent to a missed day of service for failure to report the inoperable condition of the video camera system. During the term of this contract inoperable cameras will be repaired and/or replaced by the Board of Education in as timely a manner as possible.
6. Tennessee Code Annotated section 29-27-107(h)(2) requires the contract or agreement between the Board and the Operator to provide sufficient limits for tort responsibility exposures related to performing or providing school-related transportation services to the Board by the Owners and Operators. For purposes of this agreement, parties agree that the coverage provided by the Tennessee Risk Management Trust (TNRMT) satisfies all requirements for sufficient limits for tort liability exposures. In addition, the parties acknowledge that any certificate of coverage issued by TNRMT evidencing the coverage provided by TNRMT satisfies the requirement of 'certificate of insurance' from the owners and operators that has the local Board of Education listed as an additional insured.
7. 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.
8. 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.
9. 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.

10. 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.

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