

**MINUTES OF THE VAN BUREN COUNTY COMMISSION
VAN BUREN COUNTY, TENNESSEE**

The Van Buren County Commission met in a Regular Meeting on October 29, 2024 at 6:00 p.m. at the Van Buren County Administrative Facility & Justice Center. The following action was taken as recorded in Minute Book, "U".

Call to Order

Sheriff Michael Brock called the Meeting to Order.

Roll Call

Members present: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, Tommy Frady, and Michael Woodlee.

Also present: Standing in for County Attorney Howard Upchurch was Attorney Stacey Farmer, County Mayor David Sullivan, County Clerk Lisa Rigsby, and Jay Williams with zoom and Several Citizens of Van Buren County.

Prayer

Dusty Madewell led us in prayer.

Pledge

Chairman Cale Crain led us in the Pledge of Allegiance.

Deviate from the Agenda, Approve Minutes from the September 17, 2024 Meeting

Cale Crain made a motion, second by Tabitha Denney to deviate from the agenda to add line after the Pledge of Allegiance. All approved by voice vote. Motion passed.

The Floor is open to amend the agenda to add to approve the September 17, 2024 minutes from the Commission Meeting as well as a correction from the last meeting, Mayor Sullivan said the GMC Truck was a 1994 it should have read a 2004 GMC Sierra. Michael Woodlee made a motion, second by Tabitha Denney to approve. All agreed by voice vote. Motion passed.

Terry Hickey made a motion, second by Michael Woodlee to approve the Minutes from the last meeting September 17, 2024 as amended. All approved by voice vote. Motion passed.

Michael Woodlee made a motion, second by Tabitha Denney to approve the minutes with the corrections that read 1994 GMC Sierra should be 2004 GMC Sierra Truck. All agreed by voice vote. Motion passed.

Committee A Minutes

Committee A Member Tabitha Denney brought forward action from the Committee A Meeting that needs to be taken from the Full Commission.

Budget Amendment to correct Fund 118

Tabitha Denney made a motion, second by Terry Hodges to take from Fund 99100-590 and debit fund 39000-118 in the amount of \$36,199.79.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, Tommy Frady, and Michael Woodlee voted yes. Motion passed. Budget **Amendment as following:**

Van Buren Co. Executive
2024-2025

BUDGET AMENDMENT

General Fund
fund 101

Function	Obj.	Description	Explanation	Debit	Credit
99100 39000	590	TRANSFER OUT UNASSIGNED	TRUSTEE RECIEPT WRON TO CORRECT 118	\$ 36,199.79	\$ 36,199.79
		<p>This is a transfer out.</p> <p>Trustee receipted amb. money into 101 Fund. This is a transfer out. Wrote check per audit on 9/18/24 to correct it. Wrote check from 101- to the Ambulance Dept. Per Austin (audit.)</p>			
			Total	\$ 36,199.79	\$ 36,199.79

Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, Tommy Frady, and Michael Woodlee voted yes. Motion passed. **Budget amendment presented as following:**


Broadband Ready Grant (laptops)

The Broadband Ready Grant is being used to purchase laptops. These laptops will be placed at the Senior Center, Resource Center and/or Public Library in the amount of \$25,937.79. Tabitha Denney made a motion, second by Michael Woodlee to approve.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, Tommy Frady, and Michael Woodlee voted yes. Motion passed. **Governmental Grant Contract as following:**

Committee A *New Business*

11-09-23 GG

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date June 1, 2024		End Date October 31, 2026		Agency Tracking # 33023-46724	
Grantee Legal Entity Name Van Buren County Government					Edison Vendor ID 2772
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number: 21.027		Grantee's Fiscal Year End: 30-June	
Service Caption (one line only) Broadband Ready Communities – Adoption Ready Program – (ARP-SLRF)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		\$25,937.79			\$25,937.79
TOTAL:		\$25,937.79			\$25,937.79
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grantees are selected based on the procedures outlined in the Delegated Grant Authority for this program.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)			

GC:4/15/2024

GRANT BUDGET			
GRANT CONTRACT #:			
GRANTEE: <u>Van Buren County Government</u>			
GRANTEE CONTACT: <u>Melinda Starkey, melinda.starkey@outlook.com</u>			
PROGRAM AREA: <u>Broadband Ready Communities – Adoption Ready Program (ARP-SLRF)</u>			
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following period:			
BEGIN: June 1, 2024		END: October 31, 2026	
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT*	GRANTEE PARTICIPATION	TOTAL PROJECT
Construction	\$0.00	\$0.00	\$0.00
Architect Fees / Engineering Fees	\$0.00	\$0.00	\$0.00
Professional Fee, Grant, and Award ²	\$0.00	\$0.00	\$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$24,759.25	\$0.00	\$24,759.25
Grantee/Project Administration	\$1,178.54	\$0.00	\$1,178.54
Capital Purchase ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$25,937.79	\$0.00	\$25,937.79

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library.html>).

² Applicable detail follows this page if line-item is funded.

Remove Sanitation fee for Terry Hickey's Barn

Tabitha Denney made a motion, second by Michael Chandler to approve to remove the sanitation fee for Terry Hickey and it was stated on his form that this was a barn no residency. All approved by voice vote with Commissioner Kenny Smith opposed. Motion passed.

Committee B Minutes

Committee B Meeting

October 15, 2024

Roll Call: All members present.

Elect Chairman/Vice-Chairman

A motion was made by Kenny Smith to nominate Dusty Madewell as Chairman. The motion was seconded by Tommy Frady. All members were in favor.

A motion was made by Michael Chandler to nominate Michael Woodlee as Vice-Chairman. The motion was seconded by Kenny Smith. All members were in favor.

New Business

Sheriff Brock discussed with the Committee concerning speeding on Harper Road off of Rocky River Road. Michael Woodlee made a motion, to set the speed limit for Harper Road at 25 mph. The motion was seconded by Michael Chandler. All members were in favor.

Michael Chandler made a motion to widen Brock Lane. Seconded by Michael Woodlee. All members were in favor.

Michael Chandler ask that more 45 mph speed limit signs be posted on Rocky River Road.

Adjournment

Michael Woodlee made a motion to adjourn the meeting. Seconded by Kenny Smith. All members were in favor.

Committee B Chairman Dusty Madewell brought forward action that needs to be taken from the Full Commission from the Committee B Meeting on October 15, 2024.

Set speed limit on Harper Rd at 25 mph

Michael Woodlee made a motion, second by Kenny Smith to approve to set the speed limit on Harper Road at 25 mph. (Speed limit is currently 45 mph) All approved by voice vote. 0-opposed. Motion passed.

Widen Brock Lane

After much discussion on this matter, Terry Hodges made a motion, second by Michael Woodlee to approve to go with widening Brock Lane to 19 feet with an affidavit with all the land owners in agreement.

Upon roll call: Michael Chandler, Cale Crain, Tabitha Denney, Terry Hickey, Terry Hodges, Tommy Frady, and Michael Woodlee voted yes. Jordan Delong, Dusty Madewell and Kenny Smith voted no. 7-yes votes, 3-no votes, Motion passed.

Speed limit signs on Rocky River Road

Commissioner Michael Chandler would like to have more 45 mph speed limit signs put up on Rocky River Road. Dusty Madewell made a motion, second by Michael Chandler to approve. All approved by voice vote. Motion passed.

Approve Minutes of Committee B's Meeting on October 15, 2024

Dusty Madewell made a motion, second by Kenny Smith to approve the minutes from the October 15, 2024 Meeting. All agreed by voice vote. Motion passed.

Sealed bid for 2004 White GMC Sierra Truck

There were only 1 bid returned on the 2004 GMC Sierra Truck in the amount of \$200.00 from Marty Presley. Terry Hickey made a motion, second by Kenny Smith to accept this bid. (The roll-up doors had no bids received)

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, Tommy Frady, and Michael Woodlee voted yes. Motion passed.

Old Business

Approval of the Lease Agreement between the Burritt College Memorial Museum (VBC) and the Children Advocacy Center

Several Organizations were present to speech about the Burritt College Memorial Museum. Boards present were as following: Members from the Van Buren County Historical & Heritage Museum, Members from the Children Advocacy Center and Lesa Bouldin.

Lesa Bouldin address the Full Commission as an ancestor of the Burritt College with her thoughts of Leasing the Burritt College Memorial to the Children Advocacy Center. After the New Library was built Ms. Bouldin's Grandmother and Mother had gotten the Burritt College Memorial started and using their own money a lot of the time. Some of the members of the Historical & Heritage Museum were present at the meeting and are very interested in moving the treasures there to the Old Courthouse where The Heritage Museum is located. Ms. Bouldin thinks the County is too small to have everything separated and it all needs to be at one location. Ms. Bouldin would like to see the Lease Agreement to the Children's Advocacy Center to be approved.

After much discussion on this matter, Attorney Stacey Farmer, standing in for County Attorney Howard Upchurch, after looking over everything stated the County still owns the Building and what they choose to do will be legal for the County to do. Commissioner Terry Hickey here by made a motion, second by Michael Woodlee that the County has been advised by legal Counsel that we are in the right, a motion to go ahead and sign the Lease Agreement with the Children Advocacy Center, and give Burritt Alumni 60 days for Family members to get their stuff or it will be moved to the Heritage Museum by December 31, 2024.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, Tommy Frady, and Michael Woodlee voted yes. Motion passed.

New Business

Notary application for Tricia A. Cude

Tabitha Denney made a motion, second by Michael Woodlee to approve the notary for Tricia A. Cude. All approved by voice vote. 0-opposed. Motion passed.

Approve/Disapprove Solid Waste fee from Bryan London, 455 London Farm Rd.

A letter was sent to the Full Commission for approval of a Solid Waste fee to be removed because the second meter set was for the Chicken house the only reason it was set was the ¾ meter was not strong enough. The meters actually tie together. Terry Hickey made a motion, second by Michael Woodlee to approve the removal of this fee.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Tommy Frady, and Michael Woodlee voted yes. Kenny Smith voted no. 9-yes votes. 1-no vote. Motion passed.

Approve/Disapprove Solid Waste fee from Freddy George on Myers Road

A letter was sent to the Full Commission for approval of a Solid Waste fee to be removed because there are 3 rental cabins each with separate meters. Michael Woodlee made a motion, second by Michael Chandler to deny this matter.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, Tommy Frady, and Michael Woodlee voted yes. Motion passed. Request denied.

Approve/Disapprove Solid Waste fee from Grandview Lodge 25 Meadows Drive

A letter was sent to the Full Commission for approval of a Solid Waste fee to be removed because there are 3 separate meters for this property. After discussion on this matter, Michael Woodlee made a motion, second by Michael Chandler to table till we get more information. All agreed by voice vote. Motion passed.

New Health Insurance for the County Employee’s

The County Commission has discussed 2 options for Health Insurance for employees. The United Health – Choice Plus with 1 & 2 Tiers and Blue Cross Blue Shield with Tier 1 & 2 options.

Tier 1

United Healthcare	Employee Cost	County Cost
Based on \$14/h	\$164.16	\$773.33

Tier 2

Based on \$50k-up	\$500.00	\$261.57
-------------------	----------	----------

Tier 1

BCBS	Employee Cost	County Cost
Based on 0-49,999	\$164.16	\$773.33

Tier 2

Based on \$50,000-up	\$500.00	\$437.49
----------------------	----------	----------

After much discussion on this matter, Terry Hodges made a motion, second by Michael Woodlee to go with Blue Cross Blue Shield with option 1 & 2 with the county paying on option 1 & 2.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, Tommy Frady, and Michael Woodlee voted yes. Motion passed. **Van Buren County Medical 1/1/2025 as following:**

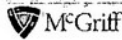
Van Buren County
Medical 1/1/2025

Current Plans

BCBS option

In-Network Benefit/Service	BlueCross Blue Shield TN		BlueCross Blue Shield TN	
	Option 1 Gold 125S Base Plan	Option 2 Platinum 35S Buy-Up Plan	Option 1 Gold 105S Base Plan	Option 2 Platinum 35S Buy-Up Plan
	Network S	Network S	Network S	Network S
	Embedded Deductible	Embedded Deductible	Embedded Deductible	Embedded Deductible
PCP Visit	\$35 Copay	\$20 Copay	\$45 Copay	\$20 Copay
Specialist Visit	\$55 Copay	\$40 Copay	\$75 Copay	\$40 Copay
Teleadoc	No Charge	No Charge	No Charge	No Charge
Deductible				
Single	\$2,750	\$500	\$3,200	\$500
Family	\$5,500	\$1,000	\$6,400	\$1,000
Coinsurance	80% / 20%	90% / 10%	80% / 20%	90% / 10%
Out-of-Pocket				
Single	\$7,250	\$2,000	\$5,500	\$2,000
Family	\$14,500	\$4,000	\$11,000	\$4,000
Deductible included in OOP	Yes	Yes	Yes	Yes
Inpatient Hospital/Surgery	\$600 Copay	10% after deductible	20% after deductible	10% after deductible
Outpatient Surgery	20% after deductible	10% after deductible	20% after deductible	10% after deductible
Diagnostic Services				
Routine (in-office Lab & X-ray)	\$25 Copay	10% after deductible	\$25 Copay	10% after deductible
Non-Routine (MRI, CT Scan)	20% after deductible	10% after deductible	20% after deductible	10% after deductible
Emergency Room Services	\$750 Copay + 20% after deductible	\$150 Copay	\$750 Copay + 20% after deductible	\$150 Copay
Urgent Care	\$55 Copay	\$40 Copay	\$75 Copay	\$40 Copay
Prescription Drug Benefit				
Generic	\$5 Copay	\$10 Copay	\$10 Copay	\$10 Copay
Brand Name	20%	\$35 Copay	\$35 Copay	\$35 Copay
Non-Preferred Brand	40%	\$50 Copay	\$50 Copay	\$50 Copay
Wellness	Included	Included	Included	Included
Carrier Rating	Not Rated	Not Rated	Not Rated	Not Rated
Census RATES	Current	Current		
Employee Only	\$848.92	\$938.20	\$868.47	\$1,022.21
Employee + Spouse	\$1,697.84	\$1,876.41	\$1,736.94	\$2,044.41
Employee + Child(ren)	\$1,570.50	\$1,735.67	\$16,906.67	\$1,891.08
Employee + Family	\$2,419.42	\$2,673.88	\$2,475.14	\$2,913.28
Monthly Premium	\$2,546.76	\$5,629.21	\$2,605.41	\$6,133.25
Annual Premium	\$30,561.12	\$67,550.52	\$31,264.92	\$73,599.00
Annual Premium Change			\$703.80	\$6,048.48
Annual percentage change			2.30%	8.95%

Rates could change based on enrollment
2025 ACA Affordability
\$14.00/hour - \$164.16



The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

Will ~~not~~ accept Commissioners
duances.
not. UH requires 20 hours a week.

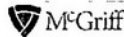
Current Annual	Renewal Annual	% Difference	Annual \$ Difference
\$98,112	\$107,349	9%	\$9,237
\$98,112	\$104,864	7%	\$6,752
\$98,112	\$89,079	-9.2%	(\$9,033)
\$98,112	\$87,893	-10%	(\$10,219)

On certificate of coverage for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

Van Buren County

Van Buren County
Voluntary Vision
January 01, 2025

Benefit/Service		UHC	UHC	BCBS of TN
Network				
Eye Exams:	Frequency	12 months	12 months	12 months
	Eye Exam Copay	\$15	\$10	\$10
Lenses:	Frequency	12 months	12 months	12 months
	Copay	\$30	\$25	\$25
	Single Vision	100%	100%	100%
	Bifocal	100%	100%	100%
	Trifocal	100%	100%	100%
Frames:	Frequency	24 months	24 months	24 months
	Frame	\$100 allowance	\$130 allowance	\$120 allowance
Contact Lenses:	Frequency	12 months	12 months	12 months
	Medically Necessary	100%	100%	100%
	Elective	\$105 allowance	\$125 allowance	\$120 allowance
Employer Contribution		None, 100% Voluntary	None, 100% Voluntary	None, 100% Voluntary
Rate Guarantee		2 Years	2 Years	1 Year
RATES & ENROLLMENT:		1 enrolled	1 enrolled	2 enrolled
Commission - included in rates		15%	15%	10%
Employee		\$4.99	\$6.19	\$4.77
Employee + spouse		\$9.47	\$11.74	\$9.54
Employee + children		\$11.11	\$13.77	\$10.73
Family		\$15.64	\$19.38	\$14.84



The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until underwriting is approved by the carrier.

Van Buren County
Voluntary Life / AD&D
January 01, 2025

Summary of Benefits		United HealthCare
Benefit Amount	Employee	\$10,000 to \$300,000, in \$10,000 increments
	Spouse	\$10,000 or \$20,000
	Child	\$5,000 or \$10,000
Guarantee Issue Amount	Employee	\$80,000
	Spouse	\$20,000
	Child	\$10,000
Age Reduction Schedule	Age 65	65%
	Age 70	50%
Waiver of Premium		Included
Portability		Included
Conversion		Included
Accelerated Benefits		Included
Participation Required		25%
Rate Guarantee		2 Years
Employee / Spouse Rates		
	<19	\$0.09
	20-24	\$0.09
	25-29	\$0.10
	30-34	\$0.10
	35-39	\$0.13
	40-44	\$0.19
	45-49	\$0.29
	50-54	\$0.45
	55-59	\$0.68
	60-64	\$0.92
	65-69	\$1.47
	70-74	\$2.46
	75-79	\$7.24
	80-84	\$7.24
AD&D per \$1,000		Included in Life Rates
Child - Rate is good for all children		\$5,000 - \$60 \$10,000 - \$1.20



The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.


Contract for Care Solace

The Board of Education approved this contract on October 23, 2024 with the School System holding the contract and paying the cost and the County to reimburse the Board through Opioid Abatement Funds. After looking over and discussing the Contract Terry Hodges made a motion, second by Michael Woodlee to approve to move forward on a year to year bases with Care Solace using the Opioid Abatement Grant money. This is a year to year contact with an automatic option to renew unless we give a 60 day written notice.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Terry Hodges, Dusty Madewell, Kenny Smith, Tommy Frady, and Michael Woodlee voted yes. Motion passed. **Contract as following:**

10/28/24, 7:59 AM

Re: Care Solace Contract - Van Buren County School System/Van Buren County Government - Heather Woodlee - Outlook

 Outlook

Re: Care Solace Contract - Van Buren County School System/Van Buren County Government

From Heather Woodlee <Heather.Woodlee@outlook.com>
Date Mon 10/28/2024 7:48 AM
To Jared Copeland <jcopeland@vanburenschools.org>

I will need a direct invoice from the school before february.

*Sincerely,
Heather Woodlee*

From: Jared Copeland <jcopeland@vanburenschools.org>
Sent: Friday, October 25, 2024 4:56 PM
To: Mark Tipton <mark.tipton@caresolace.org>
Cc: Bouldin, Jill <jbouldin@vanburenschools.org>; Guy, Renee' <guyr@vanburenschools.org>; piney4fire@yahoo.com <piney4fire@yahoo.com>; calecrain@yahoo.com <calecrain@yahoo.com>; David Sullivan <mayordsullivan@outlook.com>; Heather Woodlee <heather.woodlee@outlook.com>; terryhodes70@icloud.com <terryhodes70@icloud.com>
Subject: Care Solace Contract - Van Buren County School System/Van Buren County Government

Attached is the signed contract for Care Solace. This is the family resources provider contract that Ms. Jill Bouldin presented to the budget committee previously.

This was approved by the Board of Education on 10/23/2024 with the school system holding the contract and paying for the cost - with the county to reimburse the board through opioid abatement funds.

Thanks all,

--
Jared Copeland, Ed.S., CETL
Director of Schools
Van Buren County Schools
p 931.946.2242 | f 931.946.2858
e jcopeland@vanburenschools.org

Van Buren
COUNTY, MISSOURI

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is dated as of the date of the last signature below between Van Buren County Schools, a Tennessee public school district (hereinafter "**School District**"), and Care Solace, Inc., a Delaware corporation (hereinafter "**Care Solace**"). School District and Care Solace may be referred to individually as "**Party**," or collectively as "**Parties**."

RECITALS

WHEREAS, Care Solace® provides a web-based navigation system to assist its school district clients and the districts' students and parents in locating and connecting with mental health treatment providers and community-based social services (hereinafter the "**Services**"), and agrees to provide the Services to School District on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers and community-based social services.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL caresolace.org which provides information related to mental health treatment providers (hereinafter the "**Main Site**"). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District's name (hereinafter the "**Branded Site**"). Care Solace will take all reasonable steps to ensure the Branded Site is live in November 2024. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the "**Authorized Users**"), on a Software-as-a-Service ("**SaaS**") basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2 Care Solace shall facilitate a process called the "**Warm Handoff®**," whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (hereinafter "**Independent Contractors**") designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the "**Treatment Providers**"). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a "Care Companion™." The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care Companions are not a crisis response team. The Care Companions are available to work directly with students and families to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

1.5 Social Services Care Coordination: Care Solace will provide the following care coordination services for referrals to community-based social services:

1.5.1 Care Solace shall facilitate a screening and referral process for social services whereby School District staff provide Care Solace with contact information of a student in need of social services such as free or reduced-cost dental care, medical services, housing, food, etc., available through community providers/organizations (hereinafter, the "Community-Based Social Services").

1.5.2 Care Solace shall also provide students' families in need of social services with telephone and email access to a social services coordinator. The social services coordinators are experienced in customer service and are trained to navigate the social services system and community-based resources. The social services coordinators are not licensed mental health or social services professionals and do not diagnose, assess or evaluate. No professional, fiduciary, or other special legal relationship is formed by a social services coordinator's recommendation of social services to an Authorized User. The social services coordinators are not a crisis response team. The social services coordinators are available to work directly with students' families to connect them with Community-Based Social Services. Social services coordinators are available 24 hours per day, 7 days per week.

1.5.3 Care Solace connects Authorized Users with Community-Based Social Services based on criteria that may include but not be limited to geographic proximity, socio-economic status, whether the social services provider provides services on a reduced-cost or cost-free basis, and, in the case of housing/shelter, whether the social services provider provides services to persons of specific ages and/or genders. Care Solace will use reasonable efforts to confirm that each social service provider it refers to Authorized Users is an appropriate fit for each Authorized User's individual needs. The information available on social services providers through the verification process may vary significantly.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide a virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include, but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.

6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.

7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, *infra*.

Term of Agreement and Fees

9. This Agreement shall be effective as of November 1, 2024 (hereinafter the "Effective Date").

10. The initial term of this Agreement (hereinafter the "Initial Term") will begin on November 1, 2024 and continue through June 30, 2025. This Agreement will renew automatically for one-year terms (hereinafter, "Renewal Term") on July 1st of each year following the Initial Term (hereinafter the "Renewal Date") unless either Party provides the other Party with at least sixty (60) days prior written notice, pursuant to Paragraph 54, *infra*, to terminate this Agreement effective at the end of the existing term. The maximum term of this Agreement is five (5) years.

11. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

11.1. For the Initial Term, November 1, 2024 through June 30, 2025, School District will pay \$5,503 to Care Solace upon execution of this Agreement.

11.2 For each Renewal Term, School District will pay \$8,254 to Care Solace on or around the Renewal Date.

12. The fees set forth in Paragraph 11, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by School District of this Agreement prior to the end of the Initial Term or any Renewal Term.

12.1 Payment Terms. School District agrees to pay the amounts set forth in Paragraph 11, *supra*, within thirty (30) calendar days of receipt of an invoice. If Care Solace does not receive payment in full on an invoice within thirty (30) days, a finance charge on the unpaid amount of any invoice will be charged at a rate of 3.75% annually, beginning thirty (30) days after School District receives the invoice. Payments by the School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. School District agrees to pay all costs, including reasonable attorneys' fees, incurred by Care Solace in the collection of any delinquent accounts. For the purposes of this Paragraph 12.1, an invoice shall be deemed to be received upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail.

13. To ensure continuity of the Services, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Initial Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any Renewal Term or new Agreement beginning after this grace period shall be retroactive to the expiration date. In the event that the Parties do not agree to renew this Agreement for a Renewal Term or negotiate a new Agreement, Care Solace shall have the right to issue an invoice for Services rendered during the aforementioned grace period.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Termination of Agreement

15. School District may terminate an Initial Term or a Renewal Term without cause pursuant to this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 54, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund.

16. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written

notice pursuant to Paragraph 54, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by Care Solace pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, *infra*.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in Paragraphs 42-50, *infra*.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 17 are conditions precedent to any Party's ability to provide the other Party with notice of a Dispute under Paragraph 43, *infra*.

Data and Information Privacy

18. Care Solace and School District each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter "COPPA"), and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, "FERPA").

19. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

20. In order to ensure compliance and that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

21. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of "education records," as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R. § 99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

22. School District represents and warrants that any Independent Contractor that is provided with access to the Warm Handoff or is otherwise responsible for transmitting directory information or education records to Care Solace has also

been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii).

23. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or their legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.

27. **Use Restrictions.** School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. **Security.** School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the School District was solely responsible for the breach, the School District shall reimburse Care Solace for time and expenses incurred to assist School District with any required notifications to affected individuals. In the event that Care Solace and School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-50, *infra*.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement; subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**School District Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The

restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace. This Paragraph and the defense and indemnity Paragraph 39, *infra*, set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing

representations and warranties to School District in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the Services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. Insurance. During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. Defense and Indemnity. Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "**School District Parties**") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "**Claims**"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

39.1 Additional Insured. Care Solace shall cause School District to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Notwithstanding School District's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District's sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *supra*.

40. A School District Party seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole

cost and expense. The obligations and responsibilities set forth in this Paragraph 40 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

41. Naming School District as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38-40 and in no circumstances will School District be entitled to coverage beyond the contracted for amount of \$2,000,000 per occurrence contained in Paragraph 38, *supra*.

Dispute Resolution

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a “**Dispute**”), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-50 herein (hereinafter the “**Arbitration Agreement**”).

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 17, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 54, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the “**Notification Date**.”

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter “**Mediation Service**”).

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service’s panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

45. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the “**FAA**”). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including School District.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

51. **Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Delaware without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Delaware. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-50, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

53. **Venue for Arbitration.** Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in Van Buren County, TN.

54. **Notices.** All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District:

Van Buren County Schools
293 Sparta St
Spencer, TN 38585
Attention: Jill Bouldin
Homeless System Navigator
Email: jbouldin@vanburenschools.org

If to Care Solace:

Care Solace, Inc.
120 Birmingham Drive, Suite 200
Cardiff, CA 92007
Attention: Chad Castruita
Email: chad.castruita@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties' mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-50, *supra*.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of any money due to Care Solace.

58. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 58 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-50, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 17 and 43, *supra*. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 54, *supra*.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 54, *supra*.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.

61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral, including but not limited to School District's purchase orders or like documents, which shall be for administrative convenience only and which shall have no substantive force or effect. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that they have been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date of the last signature below.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward

Title: Chief Growth Officer

Signature: Anita Ward

Date: 10-04-2024

Van Buren County Schools ("School District")

Printed Full Name: Jared Anthony Copeland

Title: Director of Schools

Signature: Jared A. Copeland

Date: 10-23-2024

Accounts Payable Information:

School District Dept: Accounts Payable

Accounts Payable contact:

Name: Renee' Guy

Email: guyr@vanburenschools.org


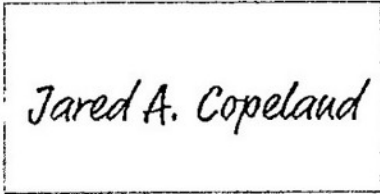
Phone: 931-946-2242

Bonus for County Employee's (Year 2024)

Commissioner Terry Hickey wanted to revisit giving the County Employees a bonus. When the Budget was passed in June of 2024 the Full Commission discussed going back and giving the

Signature Certificate

Reference number: 9GCTD-7OIRR-HJDEK-IJJHV

Signer	Timestamp	Signature
Anita Ward Email: anita.ward@caresolace.org Sent: 03 Oct 2024 12:46:28 UTC Viewed: 04 Oct 2024 17:01:05 UTC Signed: 04 Oct 2024 17:01:15 UTC		
Recipient Verification: ✓ Email verified	04 Oct 2024 17:01:05 UTC	IP address: 72.214.31.13 Location: Imperial Beach, United States
Jill Bouldin Email: jbouldin@vanburenschools.org Shared via link Sent: 03 Oct 2024 12:46:28 UTC Viewed: 03 Oct 2024 13:04:49 UTC Signed: 25 Oct 2024 21:48:38 UTC		
Recipient Verification: ✓ Email verified	07 Oct 2024 14:03:04 UTC	IP address: 69.8.165.47 Location: Sparta, United States

Document completed by all parties on:
25 Oct 2024 21:48:38 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



County Employees a bonus because no raises had been given. After much discuss on this matter, Terry Hickey made a motion, second by Michael Woodlee to approve to give all our County Employee's a bonus with going back to July 1, 2024 till November 18, 2024 in the amount of \$2.00 per hour.

Upon roll call: Terry Hickey and Michael Woodlee voted yes. Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hodges, Dusty Madewell, Kenny Smith, and Tommy Frady voted no. 2-yes votes, 8-no votes. Motion failed. **Committee A will have a special called meeting to discuss this matter.**

Comments from the General Public

None

Adjournment

Tabitha Denney made a motion, second by Kenny Smith to adjourn. All approved by voice vote. Motion passed. Meeting adjourned at 7:33 p.m.

Chairman Cale Crain

County Clerk Lisa Rigsby