

**MEMORANDUM OF UNDERSTANDING
ONEIDA SPECIAL SCHOOL DISTRICT &
KLINE BEHAVIORAL HEALTH, LLC
FOR PRIVATE ABA THERAPY SERVICES**

This Memorandum of Understanding (“MOU”) is made and entered into this the ____ day of _____, 2026, by and between Oneida Special School District (“OSSD”), a Tennessee local educational agency, and Kline Behavioral Health, LLC, a Tennessee medical provider whose principal office is located at 1633 Niggs Creek, Rd., Oneida, TN (“Private Service Provider”). As used herein, the term “Private Service Provider” shall mean Kline Behavioral Health, as well as any additional owners, shareholders, officers, agents, and employees.

Whereas, the Private Service Provider is a medical services provider for children who either TennCare/Medicaid or a private health insurer will pay for Applied Behavior Analysis services that may include a Registered Behavior Technician to accompany said children during the school day (“private services”);

Whereas, the Private Service Provider can also be hired directly by the parents/guardians of an OSSD student to provide private services during the school day;

Whereas, whether hired directly by parents/guardians or paid for by a public or private health insurer, the Private Service Provider’s access to an OSSD student during the school day does not constitute an admission by OSSD that OSSD believes that student requires any private services at school under the Americans with Disabilities Act (“ADA”), Section 504 of the Rehabilitation Act (“Section 504”), or the Individuals with Disabilities Education Act (“IDEA”);

Whereas, nothing should be read or inferred within this MOU to require OSSD to possess any financial responsibility whatsoever in relation to compensating the Private Service Provider;

Whereas, at any and all times relevant to this MOU or the underlying Agreement, OSSD and its administrators retain full and complete control over OSSD schools and other property, including, but not limited to, unilateral decisionmaking authority as to when and if any ABA Therapist, Registered Behavior Technician (“RBT”), owner, shareholder, officer, agent, and/or employee of the Private Service Provider can enter and access OSSD schools or other property, with OSSD retaining the unilateral decisionmaking authority to revoke or suspend such access at any time;

Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Duties of the Private Service Provider:** At all times during the Term, the Private Service provider shall:
 - a. Ensure each ABA Therapist and/or RBT is licensed with the appropriate

- regulatory board/agency;
- b. Provide a written description of each ABA Therapist and/or RBT to OSSD, including, but not limited to, full name, contact number, and a basic description of the private services to be provided to and/or performed upon any OSSD student during the school day;
 - c. Ensure each ABA Therapist – and any other agent and employee who could come in direct contact with an OSSD student – are working in compliance with Tenn. Code Ann. 49-5-413, thus requiring the Private Service Provider to clear any such agents and employees via background checks performed through the Tennessee Applicant Processing Services Division of the Tennessee Bureau of Investigation, with all such background checks being performed at the Private Service Provider's expense;
 - *If this MOU's term is renewed or extended beyond five years moving forward, then the Private Service Provider also agrees and understands that its agents and employees must be fully background checked at least every five years under Tennessee law.*
 - d. Confirm no such ABA Therapist and/or RBT can be found on the Tennessee Sex Offender Registry or the Dru Sjodin National Sex Offender Public Website;
 - e. Ensure that each ABA Therapist and/or RBT knows to protect and keep strictly confidential all medical and educational information related to any OSSD students, even students not in the Private Service Provider's care or case load, as neither the Private Service Provider nor its agents or employees may share or discuss confidential OSSD student information with any person or entity outside of appropriate OSSD personnel;
 - *When working with a particular OSSD student, the Private Service Provider and its agents and employees may discuss that particular student's records and information with the student's parents/guardians; however, neither the Private Service Provider nor any of its agents or employees may discuss other OSSD student information or data that they have come to know with those same parents/guardians. Put simply, under no circumstance should the Private Service Provider's ABA Therapists and/or RBTs be discussing, sharing, or communicating about confidential OSSD student information outside of school.*
 - f. Confirm that each ABA Therapist and/or RBT will refrain from, in any way, interfering with or disrupting the delivery of classroom instruction or other services or accommodations provided by OSSD personnel;
 - g. Ensure that each ABA Therapist and/or RBT will comply with all applicable laws, regulations, and OSSD policies and procedures, including, but not limited to, notice and check-in procedures, harassment policies, discrimination policies, retaliation policies, codes of conduct, school handbooks, laws mandating the reporting of abuse and/or neglect, refraining from using a cellular phone while in the presence of students, and the like;
 - h. Confirm that it, at all times relevant, shall remain the only employer of its agents and employees, and, similarly, that OSSD shall not act as an employer or a joint-employer of any of the Private Service Provider's ABA Therapists or other agents/employees;
 - i. Ensure that each ABA Therapist and/or RBT is instructed to and will intervene to

assist students the Private Service Provider contracts with during emergency situations, meaning situations when such a student may need medical assistance or when such a student is a threat to himself/herself or others.

- j. Ensure that each ABA Therapist and/or RBT has received and reviewed a copy of the Onieda Special School District's ABA Provider Parameters attached hereto as **Exhibit A**.

2. Duties of OSSD: At all times during the Term, OSSD shall:

- a. Communicate the provisions and requirements of this MOU to school administrators and relevant school support personnel;
- b. Ensure OSSD administrators, after obtaining written consent from parents/guardians, will coordinate with each Private Service Provider ABA Therapist and/or RBT in order to find agreeable scheduling and location options for the performance of any private services;
- c. Communicate with the Private Service Provider regarding any issues and/or concerns related to it or its ABA Therapists and/or RBTs (e.g., unprofessional conduct; inappropriate behavior; neglect of duty; repeated tardiness or absenteeism; etc.), and, if possible, work with the Private Service Provider to ensure such issues or concerns are cured;
 - *If the Private Service Provider fails to take reasonable and timely steps to address issues and/or concerns related to an ABA Therapist and/or an RBT, then OSSD retains the unilateral right to provide ten (10) days written notice to the Private Service Provider before revoking or suspending school property access to any such ABA Therapist and/or RBT. In cases of emergency involving possible student safety, such access can be revoked or suspended by OSSD without prior notice.*
- d. Ensure OSSD administrators and other personnel will not ask or require the Private Service Provider's ABA Therapists and/or RBTs to perform or assist with school-related activities, including, but not limited to, academics, extracurriculars, etc., unless these activities are included as part of the client's treatment plan.
- e. Refer all human resource related questions and/or complaints from the Private Service Provider's ABA Therapists and/or RBTs back to the Private Service Provider, including, but not limited to, questions or complaints regarding pay, breaks, leave, vacation, etc.

3. Term:

- a. This MOU shall stand effective as of July 1, 2026, and shall continue through June 30, 2027, unless extended, renewed, or terminated beforehand by either party. If OSSD wishes to renew this MOU and the underlying Agreement for an additional school year, then OSSD shall provide notice of the same in writing to the Private Service Provider at least 30 days prior to the expiration date.

4. Termination:

- a. If the Private Service Provider or OSSD should materially breach, and fail to timely cure, any provision or term of this MOU or the underlying Agreement, then the non-breaching party may terminate the relationship of these parties for cause by providing 30 days advance written notice of the same to the breaching party. If the Private Service Provider or any of its agents or employees violate state or federal law, however, then OSSD may immediately terminate the relationship between these parties for cause. Either the Private Service Provider or OSSD may also terminate the relationship between these parties without cause by providing 90 days advance written notice of the same to the non-terminating party.

5. Indemnification:

- a. The Private Service Provider shall indemnify and hold harmless OSSD, its agents and employees from any and all liability caused by, resulting from, and/or relating to the actions or omissions of the Private Service Provider, including, but not limited to, claims and liability for malpractice, personal injury, property damage, loss of life, injunctive relief, attorney's fees, and the like, except where the proximate cause of such claims or liability arose from the sole negligence of OSSD.

6. Relationship:

- a. Neither the Private Service Provider nor any of its agents or employees are employees of OSSD. The conduct and control of its work and private services will lie solely with Private Service Provider.

7. Assignment:

- a. The Private Service Provider shall not assign, subcontract or otherwise transfer any interest in the MOU or the underlying Agreement, with exception of insurance approval for services, without first obtaining written approval from OSSD.

8. Monitoring:

- a. The Private Service Provider shall cooperate with OSSD, or with any other person or agency as directed by OSSD, in monitoring, inspecting, auditing or investigating activities related to the MOU.

9. Solicitation:

- a. Neither the Private Service Provider nor its agents or employees shall utilize names, information, or data obtained while performing private services on OSSD property to market or solicit to other students, parents, or guardians not already working with the Private Service Provider. The Private Service Provider fully acknowledges and understands that it will gain access to OSSD students under this MOU to help and serve those students, not as a means of marketing or recruiting to other families.

10. Law:

- a. This MOU and the underlying Agreement shall be governed by and enforced under the laws of the State of Tennessee, with any and all related actions remaining the exclusive jurisdiction of the Chancery Court for Scott County, Tennessee. If either party brings an action against the other party stemming from or relating to this MOU or the underlying Agreement, then the prevailing party shall be indemnified and reimbursed for its reasonable attorney's fees by the non-prevailing party.

11. Entire Agreement:

- a. This MOU or the underlying Agreement contain the entire agreement between the parties with respect to the subject matter hereunder, and no waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by both parties.

12. Severability:

- a. If any provision of this MOU is rendered or declared illegal by reason of any existing or subsequently enacted legislation, or by decree or order of a court, the Private Service Provider and OSSD will promptly meet and negotiate substitute provisions for those declared or rendered illegal, but all the remaining provisions of the MOU shall, otherwise, remain in full force and effect.

BY EXECUTING BELOW, BOTH OSSD AND THE PRIVATE SERVICE PROVIDER ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE FOREGOING TERMS AND CONDITIONS.

Oneida Special School District	Dara Kline, Ph.D., BCBA-D
By:	By:
_____	_____
Director of Schools	Authorized Representative
____/____/2026	____/____/2026
Date of Execution	Date of Execution