

**Health & Home Services, Inc.
910 Highway 321, N.W.
Suite 150
Hickory, NC 28601**

Memorandum of Understanding

This agreement, effective this 1st day of July, 2011 is made and entered into by and between Health & Home Services, Inc., a North Carolina corporation with an office located at 910 Highway 321 NW, Suite 150, Hickory, Catawba County, North Carolina, hereinafter referred to as the "Facility".

Witnesseth:

Recitals

This Agency is a North Carolina corporation providing the professional nursing services of Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistants, hereinafter collectively referred to as "Professional", on a contract basis.

The Facility is an Educational Facility located within Montgomery County, North Carolina and desires to contract with the Agency for the provision of personnel to supplement Facility's staff according to the terms set forth hereinafter.

Agreement

In consideration of the mutual covenants hereinafter set forth, the Agency agrees to provide the services of Professionals to the Facility on an as-needed basis, per availability, according to the terms and conditions set forth under the direction of Catawba County Social Services.

I

Responsibilities and Duties of Agency

- 1) The Agency agrees to maintain general employment background information on each Professional assigned to the Facility at the request of the Facility, which information shall include employment application, criminal background check, skills checklist, professional reference, valid state license or certification, current cardiopulmonary resuscitation (CPR) certification, ACLS (if applicable), PPD status and hepatitis status. Further, it shall be the responsibility of the Agency to verify the licensure of each professional, and the Agency agrees to indemnify the Facility for any breach on the part of the Agency in this respect.
- 2) The Agency shall provide evidence of workers' compensation insurance and professional liability insurance in an amount of \$1,000,000 each person limit and total limit of \$3,000,000 and shall provide the Facility with a certification of insurance reflecting such coverage.
- 3) The Agency shall be directly responsible for the payment of wages and other compensation to assigned Personnel and for any applicable mandatory withholding and contributions such as federal, state, and local income taxes, Social Security taxes, worker's compensation and unemployment insurance.

Responsibilities of the Facility

- 1) The Facility shall pay the Agency within thirty business days following billing by the Agency for services of Nursing professionals at the amount of \$43 per hour. Services will begin at the student's house upon pick-up to attend school and end upon arrival at the student's house at the end of the student's school day. The contract shall not exceed an eight hour day. The maximum reimbursement of this contract shall not exceed \$61,920 for the 180 day school year.
- 2) Any changes in this fee schedule will be communicated to the Facility by the Agency immediately. Fees not paid within thirty days will be assessed a service charge at a rate of 1.5% per month. Further, should the agency incur legal expenses and other costs in connection with the collection of any account, the Facility will be responsible for all such costs of collection, including, but not limited to, attorney fees in an amount equal to 15% of any outstanding balance.

III General Provisions

- 1) Should any Professional have a blood-borne pathogen exposure, the Facility's policy will be followed in a consistent manner along with the Agency's policies, and the Facility will notify the Agency's Director of Nursing Services immediately of the initial exposure. The agency will provide the Facility with an employee waiver and in-service dates.
- 2) All Professionals provided will be employees of the Agency and will be supervised and evaluated by the Agency in a manner consistent with the policies of the Agency.
- 3) Each party to this Agreement will comply with the laws and regulations of an equal opportunity employer.
- 4) This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.
- 5) This Agreement shall remain in effect until its termination in writing by either party and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.
- 6) This agreement for school will be in effect for the 2011-2012 school year.

Dr. Dale Ellis, Superintendent of Schools

Secretary, Montgomery Co. Schools Board of Education

Health and Home Services Representative

Director of Special Education, Montgomery Co. Schools