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To: Board of Education

From: Barbara Slingerland, EC Director

Date: November 26, 2012

Re: Consent Agenda Item for your consideration

Attached please find a contract with Avenue Home Health Care, Inc for individualized student nursing services. This contract will replace a contract that was previously held by Health and Home Services. The attached contract with Avenue Home Health Care provides the Montgomery County Schools with a reduced hourly rate as well as some improvements in the services provided.

This contract is an action item and will require a vote. I am available to answer any questions that you may have about this contract.

Avenue Home Health Care, Inc.
1230 W. Morehead Street, Suite 110
Charlotte, NC 28208

Memorandum of Understanding

This agreement, effective this 1st day of January, 2012 is made and entered into by and between Avenue Home Health Care, a North Carolina corporation with an office located at 1230 W. Morehead Street, Suite 110, 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 YOUR AGENCY.

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 \$40 per hour. The rates set forth herein shall be in effect until such time as new rates have been negotiated by the parties of this agreement and will be reviewed at least annually. 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 \$54,000 for the 180 day school year.


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.

Dr. Dale Ellis, Superintendent of Schools

Secretary, Montgomery Co. Schools Board of Education



Serena L. Brock, CEO

Director of Special Education, Montgomery Co. Schools