



441 Page Street • P.O. Box 427 • Troy, North Carolina 27371-0427
(910) 576-6511 FAX (910) 576-2044

To: Board of Education

From: Kevin Lancaster

Date: September 12, 2011

Re: First Health Proposal – Consent Agenda Item

Attached you will find the East Middle School Students Eat Smart, Move More Project Proposal for your consideration.

I will be available to answer any questions that you may have.

This is an action item and will require a vote.

STATE OF NORTH CAROLINA
COUNTY OF MONTGOMERY

HEALTH CARE AND HEALTH MANAGEMENT SERVICES
PROVIDER AGREEMENT

THIS PROVIDER AGREEMENT is made effective as of the 1st day of July 2011, by and between FIRSTHEALTH OF THE CAROLINAS, INC. (hereinafter referred to as "Provider") and MONTGOMERY COUNTY SCHOOLS (hereinafter referred to as "MCS").

WHEREAS, Provider has personnel with professional experience in providing health needs and management of health services to youth and employees; and

WHEREAS, MCS believes it has a responsibility to students and employees who would benefit from such professional expertise provided by Provider.

NOW, THEREFORE, Provider and MSC enter into this agreement to provide health care and health management services, hereinafter referred to as the Montgomery County School Based Health Centers Program ("MCSBHCP"), under the following terms and conditions:

I. SCOPE OF SERVICES

- A. Services will be supplied by Provider, acting as an independent contractor, and in accordance with policies and procedures developed jointly by Provider and MSC.
- B. MCSHP will consist of student, and employee health services, including clinical services on-site and/or referral to appropriate Agencies.
- C. The specific activity required of Provider and MSC is attached hereto and included herein as a part of this agreement and identified as School Based Health Center Services.
- D. Provider, utilizing its current professional staff and dedicated school health resources by MCS for the contract duration, will provide comprehensive services as a school based health program based on current and projected needs and on services which MCS is legally required to provide.
- E. Provider's personnel will comply not only with all applicable state and federal laws and regulations, but also with applicable MC Board policies and local school rules.

- F. Provider will supply MCS with a report of activities and progress of the MCSBHCP annually.
- G. Provider shall be permitted to refer to this program and the contractual agreement between Provider and MCS so long as such publication of such information does not identify any specific student or employee without the prior written permission of the student, parent or employee of MCS.

II. REQUIRED DUTIES OF MCS

- A. Supply Provider with information pertinent to school health consistent with all federal, state and local laws, regulations and guidelines.
- B. Require the participation of administration, faculty and staff in activities of the MCSBHP and ensure the compliance of all MCS personnel with the requirements of the MCSBHP where needed.
- C. Provide adequate space for Provider for health care delivery, screening, and consultation when required by Provider.
- D. Provide for storage and security of all MCSBHP student and employee health records.
- E. Allow Provider reasonable access to students, employees and MCSBHP health records.

III. CONFIDENTIALITY

- A. Provider agrees to maintain a system of records on MCS employees and students in accordance with the Privacy Act of 1974, Public Law 93-579, Board policy, Health Insurance Portability and Accountability Act of 1996, and any additional directions or guidelines supplied by MCS from time to time. The originals for all such records will be maintained on-site by MCS. All records generated by the School Based Health Centers are the property of FirstHealth of the Carolinas.
- B. Records, including any information, whether recorded or not, pertaining to the identity, diagnosis or treatment of any MCS employee or students which are maintained in connection with this Provider Agreement shall be confidential, and disclosed only under the following circumstances:

1. Disclosure is authorized in writing by employee or parent or guardian of student to a local health care service provider for the purpose of consultation, evaluation and treatment.
2. Disclosure is required by any applicable statutes, regulations, subpoenas or similar authority.
3. The information requested is limited to the fact that services have been provided to an employee or student including only the status of the referral, unless specifically restricted by law.

IV. COMPENSATION

MCS agrees to pay Provider in lump sum by October 31, 2011 based on presentation of invoice (see Attachment).

2011-2012

\$114,461

MCS and Provider will determine the appropriate compensation for any additional services or additional expenses if both parties determine that services are needed.

V. INDEMNIFICATION

Both parties agree to be responsible for the acts of its own employees, officers or agents in the performance or non-performance of duties pursuant to this agreement. Neither party shall indemnify or hold harmless the acts of the other party in the performance of the terms of this agreement.

VI. TERM AND TERMINATION

The term of this Agreement shall be from July 1, 2011 until June 30, 2012, except subject to the terms of Section IV for services already rendered, either party may terminate this agreement upon ninety (90) days written notice to the other.

VII. REPORTING RELATIONSHIPS OF CONTACTS

Any notice required or permitted under this Agreement to any party shall be deemed sufficiently made in writing and given if personally delivered to or deposited in the United States mail, postage prepaid, as follows:

If directed to PROVIDER: FirstHealth of the Carolinas, Inc.
Regional Services
46 Memorial Drive
Pinehurst, NC 28374
Attn: Rae Williams

If directed to MCS: Superintendent
Montgomery County Schools
PO Box 427
441 Page Street
Troy, NC 27371-2861

In addition to the above MOU and the property documentation statement and in view of the recent federal grant the following identifies and shows evidence of:

- a) The recipient agrees not to sublease, assign or otherwise transfer the leased property, or use the property for a non-grant related purpose(s) without the written approval from HRSA (at any time during the term of the lease, whether or not grant support has ended);
- b) The landlord will inform HRSA of any default by the recipient under the lease:
- c) HRSA shall have 60 days from the date of receipt of the landlords' notice of default in which to attempt to eliminate the default and that the landlord will delay exercising remedies until the end of the 60 day period;
- d) HRSA may intervene to ensure that the default is eliminated by the recipient or another recipient named by HRSA:
- e) The landlord shall accept payment of money or performance of any other obligation by the HRSA's designee, for the recipient as if such payment of money or performance had been made by the recipient;
- f) In the event that the recipient defaults, the grant is terminated, or the recipient vacates the leasehold before the end of the lease term, HRSA shall have the right to designate a replacement for the recipients for the balance of the lease term, subject to approval by the landlord, which will not be withheld except for good reason; and
- g) The lease and any amendment to it shall be recorded in the land records of the jurisdiction where the property is situated.

In addition it is understood by both parties that as this is an annual MOU between the parties, justification for site control for the School Based Health Centers is based upon historic precedence that dates back to their beginning of the School Based Health Centers in 1999.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and the year first written above.

ATTEST:

FirstHealth of the Carolinas, Inc.

John F. Krahnert, M.D.
Senior Medical Officer

By: _____
Charles T. Frock
President and Chief Executive Officer

ATTEST:

Montgomery County Schools



Dale Ellis, Ed.D.
Superintendent, Montgomery County Schools

By: _____
Steve DeBerry
Chair, Montgomery County Board of Education



441 Page Street • P.O. Box 427 • Troy, North Carolina 27371-0427
(910) 576-6511 FAX (910) 576-2044

Montgomery County Schools
441 Page Street
Troy, NC 27371

Landlord Letter of Ownership/Consent

I, the FirstHealth Montgomery County School Health Centers hereby state that the Montgomery County Schools are the owner of the property at both FirstHealth Montgomery County School Health Center - East at 1834 US Highway, 220 Alt S., Biscoe, NC 27209-9620 and FirstHealth Montgomery County Health Center – West at 129 NC Highway 109 S, Mount Gilead, NC 27306-8941. The properties are currently being utilized by the FirstHealth Montgomery County School Health Centers, East and West and have been since 1999 and 2001, respectively, through a Memoranda of Agreement which is renewed annually, which serves as a lease agreement. The proposed annual lease agreement expires June 30, 2012.

Montgomery County Schools are in full agreement of the proposed improvements to aforementioned owned properties as part of the Health Resources and Services Administration (HRSA) School Based Health Center Capital (SBHCC) funding opportunity, and grant permission to the FirstHealth of the Carolinas to undertake proposed improvements if funding is awarded.

I, Montgomery County Schools, also acknowledge that there will be a Federal interest in the improvements to the property as a result of the proposed improvement.

Landlord/Corporation Signature: _____

Typed Name: Dr. Dale Ellis

Title: Superintendent, Montgomery County Schools

Date: 08/18/11