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 2020, 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 MCS.

B. MCSBHCP will consist of student and employee health services, including clinical services on-site and/or referral to appropriate Agencies.

C. Specifically, Provider utilizing its current professional staff, and dedicated school health resources by MCS for the contract duration, will provide comprehensive services as a North Carolina DHHS credentialed school-based health program based on current and projected needs and on services which MCS is legally required to provide. These activities will include acute medical care for students and staff, comprehensive preventive services to students, as well as preventive services to staff such as immunizations; and other services as mutually agreed upon between MCS and MCSBHCP.

D. Additionally, the Provider will provide acute and preventive medical care services for students and staff at the new Montgomery Central High School three days/week. This will also include telehealth visits generated

from the elementary schools which will be facilitated by the designated Montgomery County School nurse for each elementary school served. Telehealth services will also be coordinated with the SBHCs at East and West Middle Schools, based on scheduling and school needs.

E. Provider's personnel will comply not only with all applicable state and federal laws and regulations, but also with applicable MCS 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 MCSBHCP and ensure the compliance of all MCS personnel with the requirements of the MCSBHCP where needed.

C. Provide adequate space for Provider for health care delivery, screening, and consultation when required by Provider.

D. Provide for security of MCSBHCP personnel during regularly scheduled operating hours; and the MCSBHCP will also have policies, procedures and an emergency action plan in place in the event of situations where student, MCS staff and MCSBHCP staff may become endangered.

E. Allow Provider reasonable access to students and employees to fulfill required and requested MCSBHCP services.

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. All medical records of students and staff will be securely maintained in the MCSBHCP electronic medical record, EPIC. All records generated by the MCSBHCP 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 student 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, 2020 based on presentation of invoice (see Attachment).

2020-21
$140,000

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, 2020 until June 30, 2021, 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.
46 Memorial Drive
Pinehurst, NC 28374
Attn: Beth Morgan

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

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.

_____
Beth Morgan,
Regional Director of Operations

By: _____
Dr. Daniel Barnes, M.D.
Senior VP and Chief Medical Officer

ATTEST:

Montgomery County Schools

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

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