MONTGOMERY BOARD OF EDUCATION CONTRACT FOR OCCUPATIONAL THERAPY SERVICES

This contract for NURSING SERVICES is made and entered into September 10, 2024, between the Montgomery County School System (School System) located 441 Page St Troy, NC 27371, and Claretta Little, (Provider) located 244 Highland Dr., Wadesboro, NC, 28170.

For and in consideration of the Claretta Little promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as follows:

   1.1. Nursing Services for student B. McKoy, Grade 10. Work will be completed during instructional days, M-F, during instructional hours 7:45 AM -2:45 PM, up to 35 hours per week. Provider will fully comply with the terms and conditions of this contract, including any documents incorporated by reference.

   1.2. Qualifications of Provider. Provider warrants that all agents or employees of Provider who will provide services under this contract will be fully qualified and licensed Registered Nurse (RN) or Licensed Practical Nurse (LPN) possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.

   1.3. Records Maintenance. The provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.

   1.4. Billing: Provider will make available for inspection, upon request for inspection, personnel records of its nurses that are providing care to the student. Providers will complete medical logs for billing using the School System approved Medicaid billing program.

2. Obligations of the School System.

   2.1. The School System hereby agrees to compensate Provider at a rate or in the amount of $70.00 per hour, up to 35 hrs. per week, with total payments not to exceed $85,000.

   2.2. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.

   2.3. Montgomery county schools is the only party to this contract and is not acting with another person or another agency, unless sooner terminated as herein provided.

3. Term. The services described in the Contract will be provided from September 10, 2024 through June 6, 2025. Unless sooner terminated as herein provided.

4. Compensation. The School System requires monthly billing and shall process payments to Provider within thirty (30) days of submission of such invoice(s). In the event of a pandemic, inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.

5. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to

the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section,

the School System will pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.

6. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.

7. Terms and Methods of Payment. Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within thirty (30) days of submission of such invoices. Invoices should be sent to Montgomery Schools, Department of Exceptional Children, 441 Page Street, Troy, NC 23371, or via email to Dr. Takeda LeGrand, executive director of Exceptional Children for review and approval.

8. Contract Funding. It is understood and agreed between Provider and the School System that the School System 's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.

9. Insurance. Provider agrees to maintain Commercial General Liability in amount of $1,000,000 each occurrence, $1,000,000 each occurrence in Personal & Advertising Injury with $2,000,000 General Aggregate, and $2,000,000 Products/Completed Operations Aggregate. Provider shall maintain $1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Provider also agrees to maintain $1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

10. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.

11. Monitoring and Auditing. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.

12. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records

who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student

records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student

pose a threat to the safety or well-being of students, school personnel, or others.

15. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

16. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.

17. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Ref01m and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verifr[7] system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

18. Compliance with Iran Divestment Act of 2015. Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.

19. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Montgomery County Schools Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision, or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.

20. Applicable School Board of Education Policies. Provider acknowledges that the Montgomery County Schools has adopted policies governing conduct on School System property and agrees to abide by all relevant Board policies while on School System property. The Provider acknowledges that Board's policies are available on the School System's website.

21. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.

22. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.

23. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.

24. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.

25. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

26. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:

    Exhibit A: Sexual Offender Registry Check Certification Form Exhibit

    B: Copies of all staff credentials

27. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

28. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."

29. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

30. Non-disclosure: At all times, both during the term of this agreement and after its termination, Provider, and its employees, officers, and owners will keep in strict confidence and will not disclose any confidential or proprietary information relating to the school or any student at the school, to any person or entity, or to any person or entity, or make use of any such confidential or propriety information for its own purposes or for the benefit of any person or entity, except as may be necessary in the ordinary course of performing its duties under this agreement or under the law.

31. Policies and Procedures: Provider will follow the school systems policies and procedures while providing care in the school setting and during school sponsored activities.

Attachment A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR OWNER 'S REPRESENTATIVE

Project Name: Nursing Services per IEP Contract: Montgomery Schools /MCHS

Check the appropriate box to indicate the type of check:

X Initial Supplemental Annual

I, Claretta Little, CEO of COMPANY hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all Contractual Personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at http://www.nsopw.gov/). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional Contractual Personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement.

Contractual Personnel Names	Job Title
1. Claretta Little	Registered Nurse

I attest that the forgoing information is true and accurate to the best of my knowledge.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

Executive Director of Exceptional Children

(Signature & Date)

Sabrina Jones 9/5/24

Claretta Little, RN

Authorized Signature

(Signature & Date)

Claretta Little 9/5/24

Superintendent of Schools

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

School System Finance Officer

(Signature & Date)

CamScanner