

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement"), made effective March 20th, 2016, is by and between Chatham Hospital, Inc. (the "Hospital") and Chatham County Public Health Department by and on behalf of Chatham County (the "County"), each a "Party" and collectively the "Parties."

WHEREAS, the Hospital is a critical access hospital located in Siler City, Chatham County in North Carolina with a mission to serve the people of Chatham County;

WHEREAS, the Hospital wishes to assess and monitor the health needs of the Chatham County community and desires to partner with the County in achieving those goals;

WHEREAS, the Hospital desires the services appearing on Exhibit A in order to more effectively assess the community health needs of Chatham County;

WHEREAS, the County employs personnel who are qualified to provide such services (the "Personnel"), and the County desires to furnish the Hospital with such services under the terms and conditions herein;

WHEREAS, performance of the activity described herein is consistent with the Parties' goals of providing the highest-quality patient care, research, teaching, education, and public service.

NOW, THEREFORE in consideration of the following mutual promises, covenants, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Hospital and the County agree as follows:

1. The County will provide the various services appearing on Exhibit A to the Hospital. The services provided will be provided by the individuals appearing on Exhibit A. The individuals assigned to perform these services may change during the term of this Agreement by written agreement of the parties.
2. In return for the services provided, the Hospital agrees to reimburse the County for the amounts appearing on Exhibit A. All invoices should be sent in a timely manner, and in no instance will invoices be accepted later than sixty (60) days following the end of a fiscal year.
3. This Agreement shall run from March 20th, 2016 until December 31st, 2018, and may be renewed thereafter by written agreement of the Parties.
- 4.
5. The Parties agree that the compensation provided herein has been determined in arm's length bargaining, is consistent with fair market value in arm's-length transactions, and is paid pursuant to an agreement that is commercially reasonable and for identifiable services. Furthermore, the compensation provided herein is not and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties.
6. All persons providing services under this Agreement are employees of the County for all purposes.
7. This Agreement may be terminated at any time without penalty by either Party provided that written notice of such termination is furnished to the other Party at least thirty (30) days prior to termination.
8. The Parties shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and the performance of this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority.

9. The Hospital and the County hereby agree that in their educational and/or employment practices each will comply with such nondiscrimination laws as may be applicable to it in the performance of this Agreement. In addition, the non-discrimination clause contained in Section 202 Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, age, color, religion, sex, or national origin and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein to the extent required by law.

10. The County represents and warrants that neither it nor any of the Personnel rendering a component of the services hereunder has: (i) been convicted of a criminal offense related to health care (unless it or such individual has been officially reinstated into the Federal healthcare programs by the Office of Inspector General ("OIG") and provided proof of such reinstatement to Hospital); (ii) been under sanction, exclusion or investigation (civil or criminal) related to healthcare by any Federal or state enforcement, regulatory, administrative or licensing agency or is ineligible for Federal or state program participation; or (iii) been listed on the General Services Administration's List of Parties Excluded from the Federal Procurement and Non-Procurement Programs or the OIG's List of Excluded Individuals/Entities. The County shall immediately notify the Hospital, in writing, of any such conviction, sanction, exclusion, investigation or listing of the County or such individual Personnel.

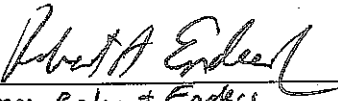
11. In compliance with 42 U.S.C. 1395x (v)(1)(I) and implementing regulations, the County agrees, until the expiration of four (4) years after goods or services are furnished under this Agreement, to allow the Secretary of the Department of Health and Human Services and the Comptroller General access to this Agreement, all applicable purchase orders, and to the books, documents and records of the County necessary to verify the nature and extent of the costs of this Agreement. The County further agrees that if any of the duties of this Agreement are carried out by a subcontractor of the County, such subcontract will contain a clause to the effect that, until the expiration of four (4) years after the services are furnished under such subcontract, the Secretary of the Department of Health and Human Services and the Comptroller General will have access to such subcontract and to the books, documents and records of the subcontractor necessary to verify the nature and extent of the costs of such subcontract. This Section will survive the expiration or termination of this Agreement.

12. This Agreement contains the entire understanding of the Parties and shall not be altered, amended, or modified without the prior written consent of the duly authorized official of each Party.

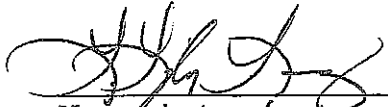
13. The laws of the State of North Carolina shall govern the validity and interpretation of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto signed this Agreement in their official capacities on the day and year listed below.

FOR AND ON BEHALF OF
CHATHAM HOSPITAL, INC.


Name: Robert Enders
Title: Pres. Dent
Date: 4/29/16

FOR AND ON BEHALF OF
CHATHAM COUNTY


Name: L. Clayton Long, Jr.
Title: HEALTH Director
Date: 5-4-16

This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Vicki S. McConnell, Finance Officer Director

EXHIBIT A

Service/Position	Individual	Effort Dedicated to Hospital	Amount to be Invoiced to Hospital
Strategy and Evaluation Coordinator	Sarah Weller Pegna	0 FTE	100% salary and benefits, paid to Individual

Description of Services:

The Duke Endowment Healthy People, Healthy Carolinas program grant is awarded to community coalitions working to improve community health, specifically around obesity and chronic disease. The grant is available to local health departments and community hospitals, who have worked jointly on a recent Community Health Assessment. The Chatham County Public Health Department and Chatham Hospital applied for and were awarded funding through the program. The grant period is from January 1, 2016 through December 31, 2018. Chatham Hospital is the fiscal agent for the grant, and will receive funding from the Duke Endowment annually (\$150,000 a year, for a total of three years). Chatham County Public Health Department, as the backbone agency for the Chatham Health Alliance will provide coalition coordination, and continued programmatic support.

The "County" will hire 1 FTE Strategy and Evaluation Coordinator to assist in the coordination of the Chatham Health Alliance and manage the deliverables of this grant. This employee will:

- Provide documentation of funds spent, including but not limited to payroll records or pay vouchers, copies of invoices, etc.
- Coordinate grant-related activities with Healthy People, Healthy Carolinas program staff.
- Complete all required documents, submissions, and reports related to the Healthy People, Healthy Carolinas program.
- Ensure that funding is used in accordance with the stipulations of the grant, meets grant objectives, and is within the annual budget allotments.
- Collaborate with Chatham Health Alliance Leadership to coordinate the Chatham Health Alliance.
- Assist the Alliance and its subcommittees in identifying and adapting, effective evidence-based health interventions, with a specific focus on obesity and chronic disease.
- Develop a long-term sustainability strategy for the Chatham Health Alliance.
- Develop a data-collection strategy for the Chatham Health Alliance.
- Provide recommendations to Chatham Health Alliance based on data analysis and information gathered.
- Share findings with local partners and external organizations through state and national conferences, presentations, and publications.
- Maintains Alliance website and other electronic and media presence.
- Serves as liaison between the Chatham Health Alliance, health department, Chatham Hospital, and other community partners through participation in coalitions, task forces, boards and committees as related to the work of the Chatham Health Alliance.