

NORTH CAROLINA

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this _____ day of, 2025 by Chatham County, by and through its Public Health Department (the "County") and Randolph County Public Health (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. Term of Agreement: The term of this Agreement shall commence on January 1, 2026, and end on June 30, 2026, unless terminated hereinafter set forth.
2. Scope of Service: The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. Compensation: As compensation for the Services to be provided by the County, the County shall pay the Contractor the current hourly rate (\$85.24), up to a total of \$38,000. This includes salary and fringe, for the services of the Contractor provider payable within thirty (30) days from receipt of proper invoice and proper documentation (time sheet) that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1. This agreement shall be amended when changes occur in the Contractor's Provider's rate of pay. The County shall pay the Contractor's Provider's travel from the Contractor's Primary site (2222-B South Fayetteville Street, Asheboro) to and from the County's site (1000 S. Tenth Avenue, Siler City, NC). Travel will be included on the invoice sent to the County each month.
4. Insurance: The County's Public Health Department will provide liability insurance for the Nurse Practitioner role identified in Appendix 1 for the entire term of this Agreement as well as any subsequent amendments in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.
6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County Public Health Department
Attn: Michael Zelek, Health Director
Post Office Box 130
Pittsboro, North Carolina 27312

Randolph County Health Department
Attn: Tara Aker, Health Director
2222-B S Fayetteville St
Asheboro, NC 27205

Copy to:
Aimee Scotton, Randolph County Legal
725 McDowell Rd.
Asheboro, NC 27205

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
- a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
 - iii. Failure to maintain the insurance required by this Agreement.
 - iv. Charging rates or fees in excess of those permitted under this Agreement.
 - v. Inefficient, or unsafe practices in providing Services.
 - vi. The material breach of any provision of this Agreement.
 - b. Convenience: Each party reserves the right to terminate this Agreement upon thirty (30) days prior written

notice to the other for any reason deemed by the party to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. Neither party is liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
17. Indemnity: Each party agrees to indemnify and hold harmless the other party and, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) arising out of the its, or its employees' or agents' performance of this Agreement.
18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms>. A hard copy of the Terms and Conditions is available upon request.
19. Fair Market Value: The Parties acknowledge and agree that the compensation set forth in this Agreement is commercially reasonable and represents the fair market value of the services to be provided. Further, this Agreement has been negotiated in an arm's-length transaction and has not been determined in a manner that takes into account the volume or value of referrals or other business that may be generated between the parties.
20. No Compensation for Referrals: The Parties agree that the benefits to the parties under this Agreement do not require, are not payment for, and are not in any way contingent upon the admission, referral, or any other arrangements for the provision of any item or service offered by either party pursuant to the terms of this Agreement.
21. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

CHATHAM COUNTY

By: _____
Michael Zelek, MPH
Health Director
Chatham County Public Health Department

CONTRACTOR

By: _____
Tara G. Aker
Health Director
Randolph County Public Health

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

Roy Lynch, Finance Director

APPENDIX 1

PROJECT NAME: Nurse Practitioner (6-month) for Chatham County Public Health Department Clinical Services

SCOPE OF SERVICES:

1. The Contractor agrees to provide the equivalent of 0.4 FTE (at least 16 hours per week) of Nurse Practitioner coverage toward direct patient care and administrative time at the Chatham County Public Health Department clinic (1000 S. Tenth Ave, Siler City, NC 27344) from January 1, 2026 through June 30, 2026 (six months), in collaboration with the primary supervising physician, to all patient populations served by the agency. The typical schedule will be Mondays and Tuesdays, 8:30am – 4:30pm. Any changes to this schedule will be communicated in advance to the Clinical and Community Health Services (CCHS) Division Director.

Description of Responsibilities and Duties

- Assess and Evaluate Health of Individual Patients in Clinic and Prescribe Treatment Plan
 - The nurse practitioner shall provide the following health care services in an outpatient clinic within the training limits or the license: Promotion and maintenance of health, prevention of illness and disability, diagnosing, treating and managing acute and chronic illness, guidance and counseling for individuals and families, prescribing, administering and dispensing therapeutic measures, tests, procedures, and drugs, referring to other health care providers as appropriate, and evaluating health outcomes. Provider will document patient encounters according to policy in the medical record via written or electronic method. Provider will adhere to the appropriate contract addenda for the health department programs and assist Public Health Nurses with implementing and coordinating individual patient care plans with patients and their families. Situations beyond the Nurse Practitioner's expertise will require consulting with and referring to other health care providers as appropriate. Programs at CCPHD include family planning, sexually transmitted diseases, immunizations, communicable disease, adult health (limited), medication for opioid use disorder (MOUD), PrEP for HIV prevention, and Hepatitis C treatment. Medical acts are supervised by the Medical Director who also serves as the primary supervising physician. The physician will be accountable for the supervision, consultation, collaboration, and evaluation of medical acts performed by the nurse practitioner.
- Coordination and Collaboration
 - The nurse practitioner shall provide consultation and guidance for the Public Health Nurses, Public Health Nursing Supervisors and Division Director to assist with clinic flow, the coordination and continuation of patient care as well as participates in the development of policies, guidelines and educational materials. The nurse practitioner also collaborates with providers and Medical Director in the care of shared patients, to ensure optimal care, and will also have access to CCPHD's electronic medical records database to track coordination of care.
- Education
 - The nurse practitioner shall provide direct client education according to specific needs of individuals and/or groups. Direct client education is mainly provided one on one in the clinical setting but may be extended to the community setting as needed. The Nurse Practitioner also works closely with the Medical Director, Providers and Program Coordinators to develop curriculum and educational tools for programs.
- The designated Nurse Practitioner will provide clinical and administrative services unless a Contractor substitute is prearranged;
- The designated Nurse Practitioner will report activities and services performed to the County as requested by the Health Director.

TERM OF AGREEMENT: The term of the Nurse Practitioner per this contract will be the six-month period of January 1, 2026, through June 30, 2026.