

**NORTH CAROLINA  
CHATHAM COUNTY**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this “Agreement”), made and entered into by and between Chatham County (“County”), and First Choice Home Care (“Contractor”). Either the County or the Contractor may be referred to herein as a “Party” or collectively as the “Parties.”

**WHEREAS**, 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 the mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement:** The Service is to be provided for a term that will commence October 1, 2023, and shall terminate no later than September 30, 2024. Upon completion of this term, and if both Parties are in agreement, the Agreement may be extended for up to two (2) additional years.

2. **Scope of Service:** The Contractor shall provide to the County the goods and/or services (the “Services”) set forth in the “Scope of Work” attached hereto as Appendix 1.

3. **Compensation:** Compensation for the services to be provided by the Contractor is set at \$32.50 per hour for the initial term of this Agreement with an annual maximum amount per term of \$350,000.00, payable within 30 days receipt of a proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.

4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than “A” by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers’ compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers’ compensation insurance on a case-by-case basis. If the contractor’s status changes during the term of an agreement and worker’s compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

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, addressed as follows:

Chatham County  
Attn: County Manager  
Post Office Box 1809  
Pittsboro, North Carolina 27312  
919.542.8200

First Choice Home Care  
Cheryl Rodriguez  
506 Carthage Street  
Sanford, North Carolina 27330  
919.775.3306

Either Party may change its address for notices under this Agreement by giving written notice of such change to the other Party in accordance with the provisions of this paragraph.

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 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, Purchasing Agent, 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 provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

15. Termination: This Agreement may be terminated as follows:

- (i) 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:
  - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
  - (b) 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.
  - (c) Failure to maintain the insurance required by this Agreement.
  - (d) Charging rates or fees in excess of those permitted under this Agreement.
  - (e) Inefficient, or unsafe practices in providing Services.
  - (f) The material breach of any provision of this Agreement.

- (ii) **Convenience:** The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County 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. The County is not 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 Service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. **Indemnity:** Contractor agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all claims, actions, lawsuits, losses, damages, expenses, judgments, or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.

18. **State and Federal Requirements; County Terms and Conditions:** By signing this Agreement, Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractors 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 and made an integral part of this Agreement and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.

19. **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: \_\_\_\_\_  
Karen Howard,  
Board of Commissioners Chair

**Contractor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

### Scope of Work

The Contractor is expected to assist older adults by performing personal care tasks essential to activities of daily living, with some home management tasks possibly included as incidental to personal care. Such personal care and home management tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks. Additionally, assistance will be provided with these tasks for individuals who have a family caregiver residing with or assisting in the home. The in-home aide service will allow the caregiver to take a much-needed break and tend to other tasks or responsibilities.

The Contractor is obligated to provide these in-home aide services for the Agency in accordance with the requirements of the N.C. Division of Health Service Regulation and the service policies and procedures of the NC Division of Aging and Adult Services found at <https://www.ncdhhs.gov/documents/files/homeaide-policies-and-procedures/open> covering such areas as aide competency, training and oversight, assessment and service planning, service priorities, and documentation and quality assurance.

The Contractors must assure the use of in-home aides who are qualified and appropriately supervised.

- i. Aides must be non-relatives of clients and at least 18 years of age and older.
- ii. Aides must demonstrate competence for the tasks they are assigned to perform. The files maintained by the employing agency should have written documentation of each aide's tasks and should be made available to the Chatham County Aging Services Department in a manner that the department determines appropriate and before the aide provides any client service.
- iii. Aides who perform In-Home Aide Level II personal care tasks (Limited Assistance) must have documentation that they were competency tested by the company to perform the tasks. Level III Personal Care (Extensive Assistance) must be registered as Nurse Aide I, be listed on the Nurse Aide Registry maintained by the NC Division of Health Service Regulation and have documentation that they were competency tested by the company to perform their assigned tasks. The Contractor is responsible for its employees being aware of the NC Expanded Home Care Licensure Rules as it relates to their discipline and function, policies and procedures, and prerequisites for employment.
- iv. The Contractor must maintain documentation for review by the Agency showing that newly hired aides are supervised during service delivery at a minimum of two times during the first thirty (30) days of employment. This documentation should be made available to the Chatham County Aging Services Department in a manner that the department determines appropriate and within forty (40) days of employment.
- v. The Contractor must maintain documentation for review by the department showing in-service training of all aides that are serving Aging Services clients.
- vi. The Contractor must provide the department with a copy of the licensure documentation for the registered nurse(s) and copies of all nurse aide certifications before these workers directly serve Aging Services clients.
- vii. The Contractor must provide the Aging Services Department documentation in a manner that the department determines appropriate for its contractor personnel who engage directly with department clients verifying that a criminal background check was conducted prior to serving clients.

Supervision and evaluation of the in-home aide is the responsibility of the Contractor and must, at a minimum, comply with the requirements for the in-home aide levels being provided. Supervisory home visits must be made at least twice during the first month of the aide's employment for both Levels II and III clients.

Level II- For aides providing Level II personal care tasks, a supervisory visit to each client's place of residence at least every three months, with or without the in-home aide's presence and at least annually, while the in-home aide is providing care to each client is required. In each of the two intervening months, the supervisor should have some type of contact (telephone, office conference, or home visit) with the aide and the client/designated person to ensure service provision is running smoothly. These contacts may be initiated by the aide, client, or supervisor and must be documented by the Contractor.

Level III – a supervisory home visit or telephone call to the aide within the first calendar week of an aide assignment is recommended. The appropriate health professional shall make a supervisory visit to each client's place of residence at least every three months, with or without the in-home aide's presence, and at least annually, while the in-home aide is providing care to each client to assess the care and services being provided. In each of the two intervening months, the supervisor should have some type of contact (telephone, office conference, or home visit) with the aide and the client/designated person to ensure service provision is running smoothly. These contacts may be initiated by the aide, client, or supervisor.

The Contractor is required to ensure that the in-home aides have received sufficient training in the level of tasks to be performed before they are allowed to work independently. Individual employee records must be maintained and include documentation of competency, training, supervisory visits, and performance evaluations. The Contractor will provide documentation of aide supervision and competency testing to the Aging Services Department annually as part of routine contract monitoring, and otherwise upon request by the department.

The Contractor must establish and maintain a client record to include an assessment of client's needs, the in-home aide service plan, signed copy of Client Bill of Rights, and authorization for services.

The Contractor must comply with all relevant local, state, and federal laws and requirements. **The Contractor must not have any experience during the past three (3) years where it has been suspended or debarred from the receipt of federal or state funding and must have paid its required taxes on a timely basis.**

The Contractor must be prepared to conduct a quarterly reassessment for each Agency- sponsored client completed by an appropriate professional. At a minimum, each assessment/reassessment should address the client's physical health, ADL/IADL functioning, social support status, mental/emotional functioning, economic status and living environment.

The Contractor is to provide an updated plan of care for each client on an annual basis, based on a full reassessment completed by an appropriate professional, after a hospitalization, and whenever a change in plan or services is indicated by the client's condition. The plan of care must include the signature of the client or client representative and registered nurse signature. The detailed care plan must identify client goals, level of care and services to be performed, frequency of service provision, anticipated duration of the service, client safety and restrictions, as appropriate, and conditions for continuing or discontinuing the service.

The Contractor is expected to accept any new clients referred by the Aging Services Department, without regard for race, sex, age, illness, disability, religious beliefs, location, or condition of client's home environment, except in instances where the client's living situation is believed to endanger or pose a significant risk for the Contract employee. In the event there are conflicting opinions regarding endangerment or risk, a mutually agreed upon third party will be retained to render a decision.

The Contractor will consult with the appropriate Aging Services personnel before altering any services to department-sponsored clients or whenever services cannot be provided as outlined in the plan of care. If the Contractor is not able to provide all services due, consultation with department personnel is necessary to determine priority of clients to be served.

The Contractor will provide monthly to the Aging Services Department an analysis of in-home aide services, including the total hours of services provided, in a manner acceptable to the department. By the 8<sup>th</sup> day of each calendar month, the Contractor must provide flow sheets with analysis for all services delivered on a weekly basis. Chatham County reserves the right to not reimburse hours if the service is provided by an unqualified worker and/or in a manner that does not comply with the contract requirements.

The Contractor must maintain appropriate client files and employee personnel files at its licensed branch or main office and allow inspection of said files by the Aging Services Department and Chatham County Accounts Payable as necessary to evaluate service compliance.

The Contractor will agree to protect, defend, identify and hold Chatham County, its employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of its work for the Aging Services Department. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

## APPENDIX 2

### Worker's Compensation

Statutory Limits

### Automobile Liability

\$250,000 bodily injury per person  
\$100,000 property damage

### General /Professional Liability

\$100,000 bodily injury per person  
\$500,000 bodily injury per occurrence  
\$100,000 property damage