

**[Departmental Use Only]**  
**TITLE CCPHD - Voucher Prgrm**  
**FY 2019-2020**

**ORANGE COUNTY**

**CONTRACT UNDER \$5,000.00**

**NORTH CAROLINA**

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of June, 2019, (“Effective Date”) by and between Orange County, North Carolina, a body politic and corporate organized under the laws of the State of North Carolina, (the "County"), party of the first part; and Chatham County, on behalf of its Chatham County Public Health Department (the "Provider"), party of the second part;

**WITNESSETH:**

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the following services to the County in accordance with the terms of this Agreement, time being of the essence:

The services and/or materials and/or construction (hereinafter referred to collectively as “Services”) to be furnished under this Agreement are as follows: Replicate the Orange County Health Department's voucher program for 100 Medical Nutrition Therapy appointments and 50 Diabetes Self-Management Education appointments to the target population of Chatham County (\$15 voucher/MNT or DSME). Manage tracking of voucher appointments and submit monthly invoices to Orange County Health Department for reimbursement.

The term of this agreement rendered shall be from July 1, 2019 to June 30, 2020.

Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner to the satisfaction of the County. Provider shall be responsible for all errors or omissions, in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County. Provider agrees that Provider shall not sub-contract any of the services to be provided in this Agreement, nor shall Provider assign any right or responsibility granted or required by this Agreement, without the prior written approval of the County.

**SPECIFIC TERMS**

1. Payment: The County agrees to pay at the rates specified for Services satisfactorily performed in accord with this Agreement. The amount to be paid by the County shall not exceed two thousand two hundred fifty dollars, (\$2,250). Payment shall be made within thirty (30) days of an invoice properly submitted to County. Should Provider fail to perform its duties under the terms of this Agreement, County may, without fault or penalty, withhold any payment associated with the work to be performed until such time as said work is completed.

2. Non-waiver: Failure by County at any time to require the performance by Provider of any of the provisions hereof shall in no way waive or affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Non-Waiver Clause.

3. Independent Contractor: The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider’s acts or omissions. The Provider shall not be treated as an employee with respect to the Services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider.

4. Insurance: Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php)). If County's Risk Manager determines additional insurance coverage is required such additional insurance shall be designated here N/A (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

5. Indemnity: The Provider agrees, without limitation, to defend, indemnify, and hold harmless Orange County from all losses, liabilities, claims, demands, suits, costs, damages or expenses (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or damage to or destruction of any property caused in whole or in part by any negligent or intentional act or omission on the part of the Provider in carrying out Provider's duties and obligations related to the Services to be provided in this Agreement.

6. Termination: This Agreement may be terminated at any time by mutual written agreement of the parties or by the County upon written notice to the Provider. County may suspend this Agreement upon reasonable notice to Provider.

7. Entire Agreement and Signatures: The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signature. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

8. Governing Law and Priority: Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina and Orange County. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php)). Any violation of this requirement is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81. By executing this Agreement Provider affirms Provider is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. In determining the basic services to be provided, should any documents be referenced in or attached to this Agreement, the terms herein shall have priority in any conflict between the terms of referenced documents and the terms of this Agreement.

9. Dispute Resolution: Neither party may initiate binding arbitration. Any disputes shall be resolved by nonbinding mediation. If such mediation fails either party may initiate litigation to resolve the dispute. Should either party initiate litigation to settle any dispute involving the terms of this Agreement

such litigation shall be initiated in the General Court of Justice of North Carolina seated in Orange County, North Carolina.

10. Non Appropriation: Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of County’s obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability and non-appropriation of public funds.

**IN WITNESS WHEREOF**, Orange County and the Provider have signed this Agreement, effective as of the day first written above.

**ORANGE COUNTY**

By: Quintana Stewart  
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Department Director  
200 S. Cameron St.  
P.O. Box 8181  
Hillsborough, NC 27278

**PROVIDER**

By: L. Layton Long, Jr.  
F3C2776957B642C...  
Title: L. Layton Long, Jr  
Chatham County  
1000 South 10th Avenue  
Siler City, NC 27344

**ORANGE COUNTY—DEPARTMENT USE ONLY**

Party/Vendor Name: Chatham County Public Health Department Party/Vendor Contact Person: Tara Gregory  
Contact Phone: 919-742-5641 x 8266 Party/Vendor Address: 1000 S. 10th Ave. City Siler City State: NC Zip: 27344  
Department: Health Amount: \$2,250 Purpose: Replication of CHG voucher program Budget Code(s): 10414020-680007-71424 Vendor # 51966 (N/A if new vendor) Vendor is a BOCC consultant? Yes  No  Contract Type:  
(Check one) New  Renewal  Amendment  Effective Date 7-1-19 Approved by Board Yes  No   
Agenda Date: \_\_\_\_\_

This agreement is approved as to technical form and content and I as Department Director affirmatively state work on this project has not been initiated prior to execution of the agreement:

DocuSigned by:  
Quintana Stewart Date: 7/3/2019  
**Department Director's Signature** \_\_\_\_\_

Agreements for emergency services or repair are not subject to the above affirmation. If services related to this agreement have already begun or been completed please briefly describe the nature of the emergency condition that was addressed:

**Information Technologies**

*(Applicable only to hardware/software purchases or related services)* This agreement has been reviewed and is approved as to information technology content and specifications:

**Office of the Chief Information Officer** \_\_\_\_\_ Date: \_\_\_\_\_

**Risk Management**

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

DocuSigned by:  
Alisa Cornetto Date: 7/3/2019  
**Office of the Risk Management Officer** \_\_\_\_\_

**Financial Services**

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

DocuSigned by:  
Mary Donaldson Date: 7/4/2019  
**Office of the Chief Financial Officer** \_\_\_\_\_

**Legal Services**

This agreement is approved as to legal sufficiency:

DocuSigned by:  
Anne Marie Tosco Date: 7/8/2019  
**Office of the County Attorney** \_\_\_\_\_

**Clerk to the Board**

Received for record retention:

All DocuSign contracts must be copied to Sherri Ingersoll upon completion: [singersoll@orangecountync.gov](mailto:singersoll@orangecountync.gov)  
The following signature block is for hard copies only and is not required for DocuSign contracts:

**Office of the Clerk to the Board** \_\_\_\_\_ Date: \_\_\_\_\_