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NORTH CAROLINA

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this 7th day of July, 2025 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Elephant Circle (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 July 7, 2025, 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 sum of $334,058.93, payable within thirty (30) days from receipt of 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 quality 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 Attn: Michael Zelek, Health Director Post Office Box 1809 Pittsboro, North Carolina 919.542.8200	Elephant Circle Attn: Indra Lusero 3548 G Road Palisade, Colorado 81526 720.335.5033 indra@elephantcircle.org

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: 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 Services 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 an 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: 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, 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. 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, Health Director

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

_____
Roy Lynch, Finance Director

CONTRACTOR

By: _____

Name: _Katherine Riley___

Title: _Director of Partnerships_____

APPENDIX 1- SCOPE OF WORK

PROJECT NAME: EMBRACe Project

SCOPE OF SERVICES:

EMBRACe is dedicated to achieving equitable birth outcomes through community-driven transformation of our local perinatal care system. Over the past 5 years, we have worked collaboratively with our local health system partners and the community to carve out a space for systemic change that is values-based**,** relational, and community led. Our aim is to create a 'Sys'terhood- a sustainable, liberatory community-based system of care fueled by the collective power of women caring for women through the following strategies:

- INVEST: Develop and pursue liberatory funding models for community-led solutions
- NURTURE: Incubate self-sustaining, community- and values- based initiatives for moms and babies
- ORGANIZE: Grow and sustain a community where moms, birthing persons, and those who care can realize their collective power in pursuit of equitable birth outcomes
- SHIFT POWER Leverage our positionality and experience at the intersection of local institutions and the community to foster systemic change that is value-based and relational

EMBRACe is committed to continuing our partnership with the Chatham County Public Health Department through the completion of the following scope of services:

1. Execute the goals and strategies of the **Piedmont Health Services HRSA-QI-MH Subaward** as outlined below.

Strategy	Description
Doula Collaborative Convening and Facilitation	Coordinate a local doula collaborative initiative dedicated to building a community-based doula program in Chatham County. EMBRACe project leads will continue to leverage local relationships with local stakeholders dedicated to establishing and supporting a community-based doula program.
	Provide program management support the convening and coordination of the doula training and community-based collaborative.
Doula Collaborative Start-up and Implementation	Local doulas and doulas-in-training are working with EMBRACe and the local small business center to complete a cooperative community-based business.
Coordination and integration into local perinatal care system	Work with local healthcare system leadership to integrate and sustain community-based doula services at the local hospital, health department, and community health center.
	Provide mom and baby health and wellness training (i.e. breastfeeding support, community health worker, childbirth classes) for doulas, community members and staff in local healthcare institutions. Trainings that are being offered include Lamaze Childbirth Education, safe infant feeding, and relevant conferences.
Train up 20 Black and Hispanic/Latine women as community-based doulas	Coordinate, plan, facilitate the delivery of the Spanish language doula training program.
	Pay local community-based doulas to provide mentoring support for doulas-in-training who are working towards their certification.
	Support local black women in pursuing doula certification. This includes sponsorship to DONA training (scheduled for July) and covering the costs of books, certification application processing fees and membership for those who have completed the training in April and will be completing it in July 2025.

2. Support the provision of a minimum of 6 community-based FREE Spanish and English language childbirth education classes for pregnant women in Chatham County.

3. Grow and sustain a community of practice (EMBRACe Village) comprised of community members and care providers committed to growing a sustainable, liberatory community-based system of care for moms and babies. This includes a minimum of 4 in-person gatherings and the convening of workgroups centered on specific issues identified by members of the village.

4. Partner with CCPHD perinatal care team, other local healthcare institutions, and relevant community-based organizations to foster collaboration and cohesion of services for moms and babies.

5. Coordinate closely with Sara Green, Strategic Planning Officer, Chatham County Public Health Department who will serve as contract administrator and project support for the HRSA-QI-MH subaward.

PROJECT COSTS:

TYPE	DESCRIPTION	AMOUNT
HRSA QI-MH	Community-based doula collaborative	$293,198
Community-based childbirth education classes	6 classes offered in Spanish for free to community ($1800/class)	$10,800
EMBRACe Village and Community of Practice	In-person gatherings, marketing, communication, planning	$12,000
Project management, facilitation, planning, execution	Admin and program personnel and contracts	$18,060.93
	TOTAL COMPENSATION	**$334,058.93**

PAYMENT TERMS AND CONDITIONS: Contracted services will be paid in part by grant funds received from Blue Cross Blue Shield NC and PHS (HRSA QI-MH Subaward) for the purposes outlined in the scope of services.

Payments will be made within 30 days of a proper invoice for services rendered.

COMPLETION DATE: June 30, 2026

APPENDIX 2

INSURANCE REQUIREMENTS

Worker's Compensation	General / Professional Liability
Statutory Limits	$ 100,000 bodily injury per person
	$ 500,000 bodily injury per occurrence
	$ 100,000 property damage
	$1,000,000 errors and omissions and negligent performance