

**NORTH CAROLINA**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**CHATHAM COUNTY**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this \_\_\_\_1st\_\_\_\_ day of \_\_\_\_July\_\_\_\_\_, 2023 by Chatham County, a corporate and body politic of the State of North Carolina, acting by and through its Public Health Department, (the "County") and Chatham County Schools (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 1, 2023, and end on June 30, 2024, 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 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.
3. **Compensation:** As compensation for the Services to be provided by Contractor pursuant to Appendix 1, the County shall pay the Contractor an amount not to exceed \$100,000.00 over a ten (10) month period. As compensation for the Services to be provided by Contractor pursuant to Appendix 2, the County shall pay the Contractor an amount not to exceed \$105,000.00 over a 12-month period. The funds will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs. The County shall pay the Contractor within thirty (30) days from receipt of invoice.
4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix 3 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, address as follows:

Chatham County Health Department  
Attn: Michael Zelek  
Post Office Box 130  
Pittsboro, North Carolina 27312  
919.542.8215

Chatham County Schools  
Attn: Anthony D. Jackson  
Post Office Box 128  
Pittsboro, North Carolina 27312

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 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: <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: \_\_\_\_\_  
Michael Zelek, Health Director

**CHATHAM COUNTY SCHOOLS**

By: \_\_\_\_\_  
Anthony D. Jackson  
Superintendent, Chatham County Schools

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:** School Nurse Funding Initiative (SNFI)

### **SCOPE OF SERVICE:**

Contractor agrees that the funds shall be used only for personnel costs (salary and fringe benefits) and continuing education costs up to \$750.00 per SNFI position.

### **The Contractor agrees:**

1. To utilize funds not to exceed \$100,000.00 for the purpose of employing and supporting two nationally certified school nurses or registered nurses working toward certification for ten months to provide school nursing services for the 2023-2024 school year.
2. The nurses will provide direct nursing services to students within one or more schools following the scope of service in Exhibit A.
3. To submit an invoice to the County monthly that specifies personnel and other allowable costs for the period to the attention of Gary Thomas, Chatham County Public Health Department, PO Box 130, Pittsboro, NC 27312.
4. To provide adequate space, computer equipment and supplies for the designated positions through other funds at a level comparable to the support provided to all school nurses supported by the Department or the School System.
5. To inform the County of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, the date of termination within four (4) working days of such action.
6. To maintain documentation that each nurse employed by the Contractor under this contract is and remains in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
7. To provide supervision within the School System consistent with the annual Memorandum of Agreement (Exhibit A).
8. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this Agreement for the contract positions and for all nurses employed directly by the School System by functioning under the direction of the annual Memorandum of Agreement (Exhibit A).

**TOTAL COSTS:** Not to exceed \$100,000.00.

**COMPLETION DATE:** May 31, 2024

Exhibit A attached hereto is a part of this Appendix 1.

## Exhibit A

In North Carolina, School Health Programs are to be planned jointly by the schools, the public health department, educational and professional associations and other responsible community groups. Public schools have legal obligations: ensuring that all students have received their immunizations, reporting communicable diseases, and providing a safe learning environment. Public health departments have legal obligations for serving schools: providing immunizations, controlling and preventing communicable diseases and conducting sanitation inspections.

### I. The Chatham County Schools agree to carry out the following:

- A. Immunization Review:** All new students will have their Immunization Record reviewed to ensure compliance with the North Carolina Immunization Law (NC GS 130A-155).
  1. Provide parents and guardians with information concerning pertussis, meningitis and influenza and benefits of the vaccines that prevent these diseases.
  2. Immunization clinics, including seasonal influenza will be planned in collaboration with Health Department staff.
  
- B. Communicable Disease Prevention and Control:** Staff will promptly report all reportable diseases to the Chatham County Communicable Disease nursing staff and assist in preventing the spread of these diseases. One school nurse will serve on the public health department's Epi Team and attend monthly meetings.
  
- C. Vision Screening:** Vision screening will be provided and school staff will notify parents and assist in the referring of students for proper health care.
  
- D. Audiometric Screening:** Hearing screening will be provided and school staff will notify parents and assist in the referring of students for proper health care.
  
- E. Kindergarten Health Assessment:** Kindergarten Health Assessment forms will be distributed and parents will be assisted in completing the assessments. Children will be referred for proper follow up care.
  
- F. Physical Exams:** Physical exams may be offered for students participating in organized school athletics and Special Olympics.
  
- G. Medical Emergencies:** Policies will be maintained and implemented for management of medical emergencies.
  
- H. Special Health Needs:** Policies will be maintained and implemented for meeting the health needs of chronically ill or handicapped children.
  1. Implement guidelines to support and assist students with diabetes as specified in G.S.115-C 12(31); to include individual diabetes care plans for each student diagnosed with diabetes and enrolled in the public school system.
  
- I. Environmental Health:** The school site, the physical facilities and food service areas will be maintained in a safe and healthy manner.

**J. Records and Reports:** Vision screening, chronic health conditions and emergency medical plans of care will be documented. Compliance will be maintained with federal and state laws concerning privacy, confidentiality, and the development and maintenance of permanent records for students.

**K. Blood Borne Pathogens:** A policy will be maintained and followed to prevent spread of disease. All staff will be trained.

**L. School Health Advisory Council (SHAC):** A council will be maintained that shall help plan, implement and monitor the Healthy Active Children Policy and other school health and wellness policies.

**M. Emergency Preparedness:**

1. Store adequate Potassium Iodide (KI) for students, faculty and other school staff onsite at each school within the 10-mile EPZ.
2. Assume appropriate storage conditions and security for KI.
3. Maintain inventory record and expiration date of supply.
4. Notify Chatham County Public Health Department (CCPHD) of inadequate supplies due to changes in student body size of individual schools or expired stocks.
5. Develop school KI procedures for each 10-mile EPZ school.
6. Provide orientation annually for school faculty, nurses and other school staff in procedures for distribution and administration of KI in a nuclear power plant emergency.
7. Provide KI information to parents/guardians of all students and track permission status from parents/guardians for KI administration to their children.
8. Distribute/administer KI to students, faculty and other school staff in a nuclear power plant emergency following authorization from appropriate state or local officials.
9. Report back to Chatham County Public Health Director (or designee) information on distribution/administration of KI following a Nuclear Power Plant (NPP) event, including number of doses distributed/administered, location (at school or evacuation site), and the number and nature of any observed or reported adverse effects.
10. Emergency/disaster service is an allowable use of time of SNFI funded nurses. School Health
11. Nurses funded through the SNFI contract, in accordance with NC General Statutes, will be made available to assist the Chatham County Public Health Department during a public health emergency, including pandemic response efforts and shelter operations.

**II. The Chatham County Public Health Department agrees to carry out the following:**

- A. Environmental Health:** Environmental Health Specialists will be available for consultation and will inspect the school cafeteria and school buildings for compliance with applicable state sanitation rules. EHSs will also be available for consultation and will inspect school-based licensed pre-kindergarten programs.
- B. Immunizations:** Immunizations will be provided to students that need and request the service. Immunization Clinics for students will be planned in collaboration with Chatham County School Nurses. Community education will be provided on pertussis, influenza, meningitis, COVID-19 and other vaccine-preventable diseases.
- C. Communicable Disease:** staff will promptly investigate and provide consultation for the prevention of all reportable communicable diseases.

- D. **Consultation:** Public Health Nurses will provide consultation upon request and review nursing protocols for all screening services provided by the schools.
- E. **Plan Development:** Staff will be available upon request to participate in the development and evaluation of the school health plan.
- F. **Health Information:** Immunization information will be provided as needed in English and Spanish on pertussis, influenza, meningitis and other routine childhood vaccines.
- G. **School Health Advisory Council (SHAC):** Designate the following minimum appointments to serve on the committee: one health promotion and policy division member, one environmental health specialist, clinical operations manager, and the health director.
- H. **Emergency Preparedness:**
  - 1. Provide schools within 10 miles of the EPZ with adequate Potassium Iodide (KI) for students, faculty and other school staff (at least one dose per individual).
  - 2. Provide background information and materials on KI distribution to school administrators, faculty and other school staff and to parents/guardians of all students.
  - 3. Provide education and training to faculty, school nurses and other school staff on KI administration procedures.
  - 4. Provide consultation to school administration regarding development of KI distribution and administration procedures.
  - 5. Advise and assist with All Hazard Preparedness planning including Pandemic Influenza.
  - 6. Continue to include Chatham County Schools in training/activities related to Public Health and Community Preparedness.
  - 7. Provide information on disaster/emergency preparedness response and include SNFI funded School Health Nurses in preparedness trainings and exercises as appropriate.
- I. **Epinephrine Auto-injectors:**
  - 1. Chatham County Public Health Department's Medical Director shall provide non-student specific prescriptions for Epinephrine and Epinephrine, Jr. auto injectors for use at school in case of emergency. Protocols/standing orders for use of auto injectors shall also be provided.
  - 2. Chatham County Public Health Department's clinical nurse supervisor shall assure that School Nurses receive training on use of Epinephrine auto injectors as needed.

## APPENDIX 2

### SCOPE OF WORK

**PROJECT NAME:** School Health, Physical Education and Wellness Instructional Program Facilitator

**SCOPE OF SERVICE:** Contractor agrees that the funds shall be used only for personnel costs (salary and fringe benefits) for one School Health, Physical Education and Wellness Instructional Program Facilitator position.

The School System agrees:

1. To provide a budget for the next fiscal year (cost of position July 1, 2024-June 30, 2025) by January 5, 2024.
2. To utilize funds not to exceed \$105,000.00 for the purpose of employing and supporting one 12-month School Health, Physical Education and Wellness Instructional Program Facilitator for the 2023-2024 school year.
3. The School Health, Physical Education and Wellness Instructional Program Facilitator will provide services within Chatham County Schools only within the scope of service in Exhibit Band shall not be used to supplant any existing school programs and services.
4. To submit an invoice to the County monthly that specifies personnel and other allowable costs for the period to the attention of Gary Thomas, Chatham County Public Health Department, PO Box 130, Pittsboro, NC 27312.
5. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all Instructional Facilitators supported by the Department or the School System,
6. To inform the Department of the employment of the School Health, Physical Education and Wellness Instructional Program Facilitator, and in the event of termination, whether voluntary or involuntary, the date of termination within 4 working days of such action.
7. To maintain documentation that the School Health, Physical Education and Wellness Instructional Program Facilitator employed by the Contractor under this contract is and remains in his/her licensure and certifications.
8. To provide supervision within the School System consistent with the annual Memorandum of Agreement (Exhibit B).
9. To assume the full responsibility for negligence of its employee that provides services under the terms of this contract for the contract position by functioning under the direction of the annual Memorandum of Agreement (Exhibit B).

**TOTAL COSTS:** \$105,000.00 to support one (1) School Health, Physical Education and Wellness Instructional Program Facilitator.

**COMPLETION DATE:** June 30, 2024

Exhibit B attached hereto is part of Appendix 2.



## Exhibit B

In North Carolina, School Health Programs are to be planned jointly by the schools, the public health department, educational and professional associations and other responsible community groups. The goal of the School Health, Physical Education and Wellness Instructional Program Facilitator within Chatham County Schools is to create districtwide consistency and implementation of health-related policies, training and initiatives within the school district and to foster collaboration among all local agencies relating to the health and wellbeing of students. This position will focus on institutionalizing health education within all schools, implementing school and district-wide wellness policies, and serving as a school health resource for parents, students, staff, and the community.

### I. The Chatham County Schools agree to carry out the following:

- A. **Health Education:** Follow the North Carolina Standard Course of Study.
- B. **North Carolina Healthful Living Essential Standards:** Ensure compliance with the North Carolina Healthful Living Essential Standards and Objectives that cover all K-12 Health Education and Physical Education.
- C. **K-12 Healthful Living:** Coordinate the K-12 Healthful Living classes, including curriculum identification and dissemination, teacher training, and monitoring and evaluation.
- D. **School Health and Wellness Policies:** Ensure compliance with all local, state, and federal health and wellness regulations and policies including the Healthy Active Children Policy, Chatham County Schools' Comprehensive Health Education Program Policy (Policy 3540) and Student Wellness Policy (6140). Implement and provide continuous evaluation of these policies.
- E. **Reproductive Health and Safety:** Ensure compliance with the Healthy Youth Act of 2009 that requires every Local Education Authority (LEA) to provide reproductive health and safety education in grades 7<sup>th</sup>-9<sup>th</sup> grades.
- F. **Teacher and School Support:** Provide individual schools and teachers support to build their capacity to provide health education in their classrooms.
- G. **School Health Advisory Council (SHAC):** Maintain a Council that shall help plan, implement, and monitor the Healthy Active Children Policy and other school health and wellness policies. The School Health and Wellness Instructional Program Facilitator shall attend and lead regular meetings, update the Council on annual goal progress, and actively participate in Council activities.
- H. **Student Surveys:** Facilitate the implementation of the Chatham County Youth Health Behavior Survey (CCYHBS) or Youth Risk Behavior Survey (YRBS) with each middle and high school every four years and share the results of these surveys with the Chatham County Public Health Department.
- I. **Communication:** Communicate between the public health department and Chatham County Schools around essential services and other school health related activities. Present an annual report on school

health, physical education and wellness at the end of each school year to the Chatham County Board of Health, Chatham County Board of Education and the Chatham County Board of County Commissioners. Collaborate with the public health department to create media pieces for the local newspaper and other media outlets.

- J. School Health Resource:** Serve as a resource for school health for the public, community partners and government agencies.
- K. School Health Programs and Campaigns:** Collaborate with the public health department and other organizations to implement specific curriculums, programs, and campaigns, such as Safe Routes to School or Red Ribbon Week, when appropriate with schools.

## **II. The Chatham County Public Health Department agrees to carry out the following:**

- A. School Health, Physical Education and Wellness Instructional Program Facilitator Support:** A health promotion and policy division member will support the School Health, Physical Education and Wellness Instructional Program Facilitator and the Healthful Living/Physical Education teachers with their curricula and health related instruction throughout the school year as needed.
- B. School Health Programs and Campaigns:** Assist students and school staff in special projects such as district or school wide health campaigns, staff wellness, and peer education when appropriate with schools. Staff will help schools move toward the Whole School, Whole Community, Whole Child model (WSCC) for delivering coordinated health programming and services in their schools.
- C. School Health Advisory Council (SHAC):** A minimum of one health promotion and policy division member, one environmental health specialist, one member of the Clinical and Community Health Services Division and the health director shall attend and actively participate in the Council.
- D. Communication:** Communicate between the public health department and Chatham County Schools around essential services and other school health related activities. Support and review the School Health, Physical Activity and Wellness Instructional Program Facilitator's annual report to the Chatham County Board of Health, Board of Education and the Chatham County Board of County Commissioners. Collaborate with Chatham County Schools to create media pieces for the local newspaper and other media outlets.
- E. Student Surveys:** Support the implementation of the Chatham County Youth Health Behavior Survey (CCYHBS) or Youth Risk Behavior Survey (YRBS) with each middle and high school every four years. Assist with analysis and interpretation of data and dissemination of results upon request. When CCPHD staff develop print or digital materials using data collected by Chatham County Schools, including YRBS data, they will work together with the Chatham County School's School Health, Physical Education and Wellness Instructional Program Facilitator and the Chatham County Public Health Department's Youth Health and Tobacco Initiatives Lead to develop and disseminate the materials.

**III. The Chatham County Schools and the Chatham County Public Health Department agree to:**

- A. Develop and Maintain a Strategic Plan for the School Health, Physical Activity, and Wellness Instructional Program Facilitator Position:** The School Health, Physical Activity, and Wellness Instructional Program Facilitator will develop a logic model and annual goals for their position that will be updated each year in consultation with the public health department's Youth Health and Tobacco Initiatives Lead and the Health Promotion and Policy Division Director. These individuals will determine shared goals between the School Health, Physical Activity, and Wellness Instructional Program Facilitator and the Youth Health and Tobacco Initiatives Lead and how they will collaborate during the year. Annual goals for the SHAC will be developed by SHAC members by September of each year and will be aligned with the most recently available Chatham County YRBS data. The annual goals for both the School Health, Physical Activity, and Wellness Instructional Program Facilitator and the SHAC will be shared with the Health Director and the Director of Student Services for Chatham County Schools. These individuals will meet with the School Health, Physical Activity, and Wellness Instructional Program Facilitator, the Health Promotion and Policy Division Director, and the Youth Health and Tobacco Initiatives Lead twice a year to discuss progress towards achieving these goals (September and January).
- B. Whole School Whole Community Whole Child Model (WSCC):** Support the three-year pilot of the WSCC model, expand the model to include other sectors, and work towards a coordinated school approach to education and health.

### **APPENDIX 3**

The staff provided by the funds paid to the Contractor under this Agreement shall be covered under the School's insurance policy(ies).