

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Court-related Programs

Department contract file name (use effective date): Caramore -Court Programs _07/01/2024

Project Code: Caramore -Court Programs _07/01/2024

Contract type: MOU/MOA

Contracted Services/Goods:

Contract Component: Other

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Caramore

Effective Date: 07/01/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: 6/30/2027

Total Amount: Click here to enter text.

Please Return Contract to:
Name: Renita Foxx
Email:
renita.foxx@chathamcountync.gov
Special Instructions for Clerks
Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: [Signature] (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No

If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

NORTH CAROLINA

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

1 THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this 1 day of JULY, 2024 by and between Chatham County, a corporate and body politic of the State of North Carolina, through the Family Treatment Court ("FTC"), ("County"), whose address for notices is Post Office Box 1809, Pittsboro, North Carolina, 27312 and Caramore Community whose address for notices or any other communications required or permitted hereunder is 550 Smith Level Road, ("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, 2024, and end on June 30, 2027, 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 Contractor, the County shall pay the Contractor the sum of \$65.00 per hour not to exceed 10 hours per week, payable within (30) days from receipt of a proper invoice, 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, address as follows:

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

Caramore Community
550 Smith Level Road
Carrboro, North Carolina 27510
919.967.3402

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.

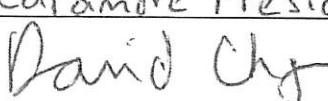
CHATHAM COUNTY

By: 
 Dan LaMontagne, County Manager

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: Caramore Community
 Name: David Chapman
 Title: Caramore President / CEO


APPENDIX 1

SCOPE OF WORK: Contractor will provide peer support services for Chatham Family Treatment Court (FTC) participants identified by FTC Team.

PROJECT NAME: Caramore Peer Support for FTC

SCOPE OF SERVICES: Caramore Certified Peer Support Specialists (CPSS) and Caramore supervisory staff will uphold the existing Chatham FTC Memorandum of Understanding:

- a) Designate an agency representative for all FTC Team staffing and court sessions, if needed.
 - b) If a representative is unable to attend any of the FTC staffing and/or court sessions, the Contractor will provide written reports as needed on each participant to the FTC staff before the next staff meeting.
 - c) Screen and enroll participants referred for peer support services.
 - d) Provide "evidence-based", gender appropriate, and trauma-informed peer support services.
 - e) Send a Contractor representative to FTC conferences and training seminars based on the availability of funds.
 - f) Collaborate with and maintain a good working relationship with the FTC staff and team members.
 - g) Comply with all FTC Policies and Procedures.
 - h) Link participants in FTC to other community resources to assist them in meeting their needs.
 - i) Provide quality care and services to the FTC participants and assist them in meeting the goals of their Family Services Case Plan for DSS and FTC.
- 2) Contractor Peer Support Services (PSS) will be provided in accordance with all terms of the North Carolina Department of Health and Human Services Description of the Service for State-Funded Peer Support Services (PSS Service Definition), except that it be authorized and paid through this contracted Agreement.
 - 3) Each FTC participant identified for PSS by the court shall be engaged as quickly as possible by the Certified Peer Support Specialist and encouraged to participate in Peer Support Services and in all aspects of FTC throughout their FTC term.
 - 4) Contractor will actively advocate to promote the benefits of participation in FTC and attendant Peer Support Services.
 - 5) Contractor will document provision of services and attendant supervision of CPS staff, in accordance with the PSS Service Definition.
 - 6) A Treatment Team meeting will be held at least monthly to include the client, Contractor, FTC, Department of Social Services, and other providers to track client progress and engagement in services. The client may generally invite all available supports to participate in these meetings.
 - 7) FTC agrees to contract for purchase of Services not to exceed ten (10) hours a week.
 - 8) Peer Support Services are scheduled and billed in 15-minute increment Units at the rate of \$16.25 per Unit.
 - 9) Peer Support Services will be invoiced monthly. Payment is due within 30 days. Services may be suspended for nonpayment.
 - 10) In order to maintain consistent and responsive services, effort will be made to assign one common Certified Peer Support Specialist throughout the period of this Agreement. Once a certain capacity is met, it may be necessary to add another CPSS to assist with the caseload.
 - 11) County will be assigned to a Certified Peer Support Specialist following a Qualified Professional's assessment. Alternate assignment requests will be considered on an individual basis.
 - 12) After the initial engagement process, future appointments must be scheduled in advance with the Certified Peer Support Specialist at least 24 hours in advance. It is preferable, but not required, for clients to maintain a standard weekly schedule.
 - 13) All terms of participation and discharge shall be in accordance with existing Caramore policies and NC State-Funded Peer Support Services service definition.

COMPLETION DATE: September 30, 2024

APPENDIX 2

INSURANCE REQUIREMENTS

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
\$1,000,000 errors and omissions and
negligent performance

NOTE: The above amounts are the minimum amounts that the county requires for the listed category. Not all contracts will require coverage in every category. Please note that even if a vendor is not statutorily required to have workers' compensation insurance, the county may require it. Failure of a vendor to provide proof of required workers' compensation insurance will halt the legal review of the contract, and the vendor will not be permitted to commence services.

When requesting a Certificate of Insurance (COI) from a vendor, please inform them that the certificate holder should be listed as Chatham County, PO Box 1809, Pittsboro, NC 27312.

The Legal Department will work with the county's Safety and Risk Manager and make the appropriate changes to the insurance requirements.