

SERVICE AGREEMENT

SOCIAL WORK SERVICES

THIS AGREEMENT, effective this _____ by and between Senior Services of Hoke County, 423 E. Central Avenue Raeford, NC 28376 (hereinafter referred to as “County”) and _____ (hereinafter referred to as “Contractor”), an independent contractor.

1. **Degree/Certification** Contractor is required to hold at a minimum, a Bachelor’s Degree in Social Work from an accredited college or university and is further required to maintain any certifications applicable within the State of North Carolina during the term of this Agreement. Contractor must furnish proof of degree.
2. **Term** This Agreement shall be in effect for the period of _____ through _____. The Contractor agrees there will be no set amount of hours guaranteed under this Agreement.
3. **Service** The Contractor shall provide social work services relating to the need/provision of In-Home Aide Services. Social work services shall include but not be limited to the following: (1) Performing in-home assessments/reassessments of older adults, 60 years of age and older, for the purpose of determining functional status and confirming eligibility for in-home aide service; (2) Developing plans of care to meet identified needs based upon assessments/evaluations; (3) Making appropriate referrals to service agencies and organizations on behalf of client; and (4) Reviewing the client/family situation every three months. (5) Completing the client plan of care upon admission and upon change in situation and reviewing every three months to assure no change in service needs or change in the client/family situation. (6) Forms should be completed in their entirety.
4. **Other Responsibilities** The Contractor agrees to provide above social work services in accordance with recognized protocol and procedures according to the National Association of Social Worker (NASW). The Contractor agrees to utilize any and all required County forms and/or documentation requests. The Contractor agrees to become familiar with North Carolina Division of Aging and Adult Services Standards for In-Home Aide Services and conduct all social work services in accordance with said standards. All documentation created under this agreement for social work services will be the property of County and at no time shall documentation, original or copy, remain in the possession of the Contractor and/or be removed from the designated site of service indicated in Article 6, by the Contractor.

5. **Compensation and Evaluation** For services rendered by the Contractor, the County shall pay the Contractor at a rate of \$16.20 per hour. The County will reimburse the Contractor at the rate of \$0.56 per mile for any related travel expenses incurred while fulfilling specified services. All hours of service performed and related travel expenses incurred under this agreement shall be properly documented and accounted for using County provided forms. The County shall supply all related office supplies needed to fulfill specified services. No reimbursements will be made to the Contractor for out-of-pocket expenses. The County will provide suitable office space, equipment and technologies for the conduct of contracted services.
6. **Benefits** The _____ shall be an independent contractor, not an employee of the County of Hoke. _____ shall not be entitled to employee benefits, such as health/dental coverage, retirement and 401-K.
7. **Taxes** The County of Hoke shall not be responsible for withholding state/federal income tax or social security from any amounts owed to _____. The County will issue an IRS 1099 form at the end of the year, reporting all amounts paid to _____.
8. **Site(s) of Services** The Contractor shall provide services at Senior Services of Hoke County, 423 E. Central Avenue Raeford, NC 28376. The Contractor shall provide services at the main office of Senior Services of Hoke County, 423 E. Central Avenue Raeford, NC 28376 and/or within the homes of designated County clients, during the normal hours of operation being Monday – Friday, 8:00 a.m. – 5:00 p.m. and/or at such times and days mutually agreed upon by County and Contractor.
9. **Worker's Compensation** The County shall provide Worker's Compensation coverage to Contractor to cover medical expenses resulting from contract work-related injuries, unless Contractor provides evidence of self-coverage for worker's compensation.
10. **Involuntary Termination** This Agreement shall be deemed to be terminated and the relationship between the Contractor and the County shall be deemed severed immediately upon occurrence of any of the following:
 - a. Upon the death or total permanent disability of the Contractor.
 - b. Upon the suspension, revocation or cancellation of any required degrees/certifications of the Contractor.
 - c. If the Contractor's duties are performed in an unprofessional, unethical or fraudulent manner as determined by the Agency, or if the Contractor is found guilty of unprofessional or unethical conduct by any board, institution or professional society having the right to pass judgment on the conduct of the Contractor.

- d. If the Contractor fails or refuses to faithfully and diligently perform duties necessary to comply with the policy standards and regulation of the County and to adhere to the provisions of this Agreement.
- e. If the County terminates its business.

11. **Termination** Both parties have the right to terminate this Agreement without cause with a thirty-(30) day written notice of termination given to the other party.

12. **Notice** Any notice required or given under this Agreement shall be deemed given if in writing delivered in person to the other party or sent by certified mail to the Contractor or to the County.

13. **Wavier of Breach** The wavier, by the County, of breach of any provision of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor. No waiver shall be valid unless in writing and signed by the authorized officer of the County.

14. **Assignment** The Contractor acknowledges that the services to be rendered are unique and personal. Accordingly, the Contractor shall not assign any rights or delegate any duties or obligations under this Agreement.

15. **Entire Agreement** This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an Amendment in writing, signed by both parties.

16. **Governing Law** The governing law of the State of North Carolina shall apply to any interpretation or action to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____ 20_____.

Chairman, County Commissioner

Date

Contractor

Date

ATTEST

Clerk to the Board

Date

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

Hoke County Finance Director

Date