



# Guilford County

## CONTRACT AGREEMENT

COUNTY		PROVIDER					
<b>Guilford County</b> 301 West Market Street Greensboro, NC 27401  Telephone No: 336-641-3852 Attention: Tiffany Johnson          Contract No: 102 Parent Contract No: 0		<b>WAKE FOREST UNIVERSITY HEALTH SCIENCES</b> PO BOX 320 0 WINSTON-SALEM, NC 27102-0320 Michael Case 877-806-6892  mcase@wakehealth.edu  Attention: Michael Case					
<b>HIGHLIGHT INFORMATION</b>							
Contract Purpose: Antimicrobial Resistant Gonorrhea Staffing		Expiration Date: May 31, 2018					
Effective Date: June 1, 2017		Contract Subtype:					
Contract Type: MAX EXPOSURE SERVICE		Event Number:					
Contract Amount: 429,281.00							
<b>CONTRACT LINES</b>							
Line No	Line Distr No	Item Description	Acct Unit	Account	Base Cost	UOM	Amount
2	1	FY17 STD Detection	210447	53010^0	\$35,773.000	YR	\$35,773.00
3	1	FY18 STD Detection	210447	53010^0	\$393,508.00 0	YR	\$393,508.00

**THIS CONTRACT is hereby made, entered into, and effective as of June 1, 2017, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and WAKE FOREST UNIVERSITY HEALTH SCIENCES, hereinafter referred to as the "PROVIDER," and also collectively referred to as the "Parties."**

### WITNESSETH:

**WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the COMPANY and the COMPANY agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.**

**WHEREAS, the COUNTY is in need of Antimicrobial Resistant Gonorrhea Staffing and,**

**WHEREAS, the COMPANY has submitted a proposal to provide such goods and/or services.**

**NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:**

**1. COLLABORATION ACTIVITIES.** Guilford County Department of Health and Human Services (GCDHHS) in collaboration with the North Carolina Epidemiology/Communicable Disease Branch must complete the following activities:

(1) Developing local capacity to respond rapidly to resistant gonorrhea by increasing local laboratory capacity to enhance the timely detection of resistant Gonorrhea (GC);

(2) Working to streamline reporting of GC strains with decreased susceptibility concurrently to the field epidemiologist, provider, state and CDC as well as develop best methods for rapid investigation of such cases and their contacts;

(3) Working with community providers and the outreach team to develop processes to enhance capacity to perform GC culture or other novel GC testing from individuals seen in non-STD venues (i.e., high volume private sector/ED settings, outreach, etc.);

(4) Working with state STD epidemiologist and the designated regional lab to utilize methods (sexual/social network analyses, genomics) to develop novel approaches to contact investigation for GC cases (including resistant cases).

**2. GOODS and/or SERVICES.** PROVIDER will provide a project director, an epidemiologist, a field epidemiologist, 1.5 laboratory technologists, a lab supervisor and a grants/contract assistant. All Services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY.

**3. TERM.** This Contract shall be in effect for one year, beginning June 1, 2017, and ending May 31, 2018, with the option to extend for two additional one (1) year renewals at the same pricing and terms and conditions upon mutual written agreement of both Parties.

**4. PRICING.** For satisfactory performance of services described in this Contract, the COUNTY will compensate PROVIDER for the goods and/or services as set out in Exhibit A. The maximum financial exposure to the COUNTY for all goods and/or services hereunder is not to exceed \$429,281.00. and in any event payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter §159.

**5. PAYMENT.** The PROVIDER will invoice the COUNTY monthly by the 10th of each month for services provided the previous month. All services will be provided in a competent and professional manner acceptable to the COUNTY. The COUNTY shall remit monthly payment to the PROVIDER within thirty (30) days after receipt of an invoice for services provided.

**6. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C. Gen. Stat. §153A-13.

**7. ADDENDUM.** The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

**8. TERMINATION.** Either Party may terminate this Agreement for any reason and without penalty upon thirty (30) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the PROVIDER within thirty (30) days of date of termination of this Contract.

**9. NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Marty K. Lawing, Guilford County Manager  
GUILFORD COUNTY  
P.O. Box 3427  
Greensboro, NC 27402

Kim Yates, Office of Sponsored Programs  
Wake Forest University Health Sciences  
Medical Center Blvd.  
Winston-Salem NC 27157

**10. INDEPENDENT CONTRACTOR/INDEMNIFICATION.** PROVIDER shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the PROVIDER or any employee or agent of PROVIDER. PROVIDER is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

**11. ASSUMPTION.** If PROVIDER should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, PROVIDER must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, PROVIDER will submit the name and address of the assuming PROVIDER'S registered agent for service of process and/or all notices required under this Contract.

**12. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**13. FORCE MAJURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes PROVIDER from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to PROVIDER.

**14. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

**15. HIPAA** Both parties hereto, as participants in this agreement, shall have unrestricted right to use and disclose their patients Protected Health Information, as defined by HIPAA, for the treatment, payment, and /or healthcare operations of the participants in order to manage and benefit the common enterprise, in accordance with federal and state law. Parties agree to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A HIPAA Business Associate Addendum is attached hereto and incorporated herein by reference as Exhibit B.

**16. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

**17. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The PROVIDER will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Exhibit C.

**18. IRAN DIVESTMENT ACT of 2015.** Whereas, N.C. Gen. Stat. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C. Gen. Stat. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C. Gen. Stat. § 147, Article 6E entitled “Iran Divestment Act,” each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

**(The Remainder of this Page is Intentionally Blank)**

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY  
on behalf of its Department of Health and Human  
Services, Public Health Division

ATTEST:

\_\_\_\_\_  
Marty K. Lawing, Guilford County Manager

\_\_\_\_\_  
Guilford County Clerk to Board

**Wake Forest University Health Sciences**

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Corporate Secretary

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(CORPORATE SEAL)

No Corporate Seal Exists ☐

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

\_\_\_\_\_  
Guilford County Finance Director