

NORTH CAROLINA
GUILFORD COUNTY

THIS CONTRACT is hereby made, entered into, and effective as of this 1st day of May, 2016, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and Carolinas IT, Inc., a corporation with a place of business in Raleigh, North Carolina, 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 PROVIDER and the PROVIDER agrees to provide the following items, goods, service or services to the COUNTY in accordance with the terms of this Agreement: **Replacement of the current EHR Management system for Guilford County Department of Health & Human Services Public Health Division (hereinafter referred to as the "SYSTEM")**; and,

WHEREAS, the PROVIDER 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. Goods and/or Services.** PROVIDER will provide the goods and/or services as set forth in the **Specifications (Attachment A)** and **Proposal (Attachment B)**, attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the PROVIDER'S Proposal (Attachment B) and the Specifications (Attachment A) and/or the first (3) pages of this Contract, the first (3) pages of this Contract and/or the Specifications (Attachment A) shall prevail and control.
- 2. 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.G.S. Chapter §153A-13.
- 3. Pricing/Payment.** As full compensation for the PROVIDER'S delivery of herein and goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment B. The maximum financial exposure to the COUNTY under this Contract will not exceed \$191,699.00, which translates to \$163,900.00 for purchase of the EHR Practice Management System and \$27,800.00, which covers the cost of all maintenance and support services for the second and third years of this Contract.

Annual Maintenance and Support will be provided by PROVIDER to the COUNTY under this Contract. PROVIDER will provide these Support and Maintenance Services free to the COUNTY for the first year of this Contract. PROVIDER will provide these Services and Support Maintenance to the COUNTY for \$13,900.00 annually for the second and third years under this Contract, for a total of \$27,800.00. PROVIDER will bill the COUNTY for maintenance and support services for the second and third years at the beginning of the second and third years.

There will be no price increases to the initial base pricing, as discounted herein, during the 3-year term of this Contract or during any future renewals that may be agreed upon by the Parties unless by executing a written Contract Amendment.

**GUILFORD COUNTY CONTRACT NO. 113348-
CAROLINAS IT, INC. (PROVIDER)**

With the exception of the initial payment for the System hereunder, which is due upon execution of this Agreement, all payments will be made by the COUNTY to the PROVIDER within thirty (30) days of receipt of correct invoices and proper documentation that the goods and/or services have been delivered or provided by PROVIDER and accepted by the COUNTY in accordance with this Contract.

4. Term. This Contract shall be in effect for thirty-six (36) months, beginning May 1, 2016 through February 28, 2019.

5. Amendment. The terms of this Agreement may only be modified or amended with a written Contract Amendment executed by both Parties.

6. 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.

7. 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
301 West Market Street
Greensboro, NC 27401

Bill Adsit
CAROLINA'S IT, INC.
1600 Hillsborough Street
Raleigh, North Carolina 27605

8. 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.

9. Assumption: If PROVIDER should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, PROVIDER must immediately notify the 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 names and address of the assuming PROVIDER's registered agent for service of process and /or all notices required under the Contract.

10. 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.

11. Force Majeure. 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.

12. 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", "Exhibit" and "Addendum" have the same meaning and may be used interchangeably throughout this document.

13. 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.

14. Jurisdiction. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §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.

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

