



**THIS CONTRACT is hereby made, entered into, and effective as of June 1, 2023, 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 SCIENCE, hereinafter referred to as the “CONTRACTOR,” and also collectively referred to as the “Parties.”**

**W I T N E S S E T H:**

**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 CONTRACTOR and the CONTRACTOR 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 CONTRACTOR 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.** CONTRACTOR will provide the goods and/or services as set forth in Proposal (Attachment A), 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 CONTRACTOR'S Proposal (Attachment A) and/or the Contract, the Contract shall prevail and control.

**2. PAYMENT AND PRICING.** As full compensation for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment A, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

**3. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$414,495.00. Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.

**4. 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.

**5. TERM.** Unless terminated as provided herein, this Contract shall be in effect for one (1) year, beginning June 1, 2023, and ending May 31, 2024.

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

**7. TERMINATION.**

**TERMINATION WITHOUT CAUSE.**

COUNTY may terminate this Contract without cause or penalty upon serving a THIRTY (30) day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all construction and repair work provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which work has not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

**TERMINATION FOR CAUSE.**

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this Contract.

**8. BREACH.** If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

**9. EQUAL EMPLOYMENT OPPORTUNITIES - AFFIRMATIVE ACTION.** GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.

**10. FEDERAL FUNDING – UNIFORM GUIDANCE.** The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS' regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

**11. 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.

Michael Halford, Guilford County Manager  
GUILFORD COUNTY  
P.O. Box 3427 (zip code 27402)  
301 West Market Street  
Greensboro, NC 27401

WAKE FOREST UNV HEALTH SCIENCE  
Mailing address:  
c/o Wake Forest University  
P.O. Box 7656  
Winston-Salem, NC 27109

Reg Office  
Medical Center Boulevard  
Winston-Salem, NC 27157

**12. INDEPENDENT CONTRACTOR/INDEMNIFICATION** CONTRACTOR 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 CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR 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.

**13. ASSUMPTION.** If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR 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, CONTRACTOR will submit the name and address of the assuming CONTRACTOR'S registered agent for service of process and/or all notices required under this Contract.

**14. 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.

**15. 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 CONTRACTOR 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 CONTRACTOR.

**16. 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.

**17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.**

**WORKERS COMPENSATION:** CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

**COMMERCIAL PROFESSIONAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**BUSINESS AUTO LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS: All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION: CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90005438**

With CONTRACTOR'S NAME: WAKE FOREST UNV HEALTH SCIENCE

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

**18. 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.

**19. 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. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Attachment \_\_\_\_.

(The remainder of this page is intentionally left blank.  
This Contract continues with signatures on the following page.)

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

**GUILFORD COUNTY**

ATTEST:

\_\_\_\_\_  
Victor Isler Date  
Assistant Guilford County Manager

\_\_\_\_\_  
Robin B. Keller Date  
Guilford County Clerk to Board

**WAKE FOREST UNV  
HEALTH SCIENCE**

\_\_\_\_\_  
Date  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date  
Witness  
Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Donald Warn Date  
Guilford County Chief Financial Officer

\_\_\_\_\_  
Iulia Vann  
Guilford County Department Director / Designee

## ATTACHMENT A

**This Business Associate Addendum is entered into June 1, 2023 by and between Guilford County on behalf of the Guilford County Department of Health and Human Services (“Covered Entity”) and Wake Forest University Health Sciences (“Business Associates”).**

### **Definitions**

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

- A. Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- B. Privacy Rule.** “Privacy Rule” shall mean the standards for privacy of individual identifiable health information at 45 CFR part 160 and part 164, subparts A and E.
- C. Protected Health Information.** “Protected Health Information” shall have the same meaning, as the term “protected health information” is 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
- D. Required by Law.** “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.
- E. Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- F. Data Aggregation.** “Data Aggregation” shall mean, with respect to Protected Health Information created or received by the Business Associate in its capacity as the business associate of the Covered Entity, the combining of such Protected Health Information by the Business Associate with the Protected Health Information received by the Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- G. Designated Record Set.** “Designated Record Set” shall mean a group of records maintained by or for the Covered Entity that is (i) the medical records and billing records about individuals maintained by or for the Covered Entity, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term “Record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- H. Electronic Media.** “Electronic Media” shall mean the mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks and those transmissions that are physically moved from one location to another using magnetic tape, disk or compact disk media.

## **Recitals**

- A. The U.S. Department of Health and Human Services has issued regulations on “Privacy Standards for Individually Identifiable Health Information,” implementing the Health Insurance Portability and Accountability Act of 1996 (the “Privacy Standards”).
- B. Covered Entity is a service provider. The U.S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), governing the privacy of Individually Identifiable Health Information obtained, created or maintained by certain entities, including health care providers.
- C. Business Associate either 1) performs certain functions for, or on behalf of the Covered Entity involving the disclosure of Protected Covered Entity Health Information (“PHI”) by the Covered Entity to Business Associate, or the creation or receipt of PHI by Business Associate on behalf of the Covered Entity; or 2) provides legal, actuarial, accounting, consulting, data aggregation, management, accreditation, administrative or financial services for the Covered Entity involving the disclosure of Protected Health Information (“PHI”) by the Covered Entity or another business associate of the Covered Entity.
- D. The parties of this Addendum agree to enter into this agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Addendum.

In consideration of the mutual promises and agreements below and in order to comply with all legal requirements for the protection of this information, the parties agree as follows:

## **General Provisions**

- A. **Effect.** This Addendum supplements, modifies and amends any and all agreements, whether oral or written, between the parties involving the disclosure of PHI by the Covered Entity to Business Associate, or the creation or receipt of PHI by Business Associate on behalf of the Covered Entity. The terms and provisions of the Addendum shall supersede any other conflicting or inconsistent terms and provisions in any agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limitation of the foregoing, any limitation or exclusion of damages provisions shall not be applicable to this Addendum.
- B. **Amendment.** Business Associate and the Covered Entity agree to amend this Addendum to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 CFR Parts 160 and 162) and the Security Standards (45 CFR Part 142) (collectively, the “Standards”) promulgated or to be promulgated by the Secretary or other regulations or statutes. Business Associate agrees that it will fully comply with all such Standards and that it will agree to amend this Addendum to incorporate any material required by the Standards.

## **Obligations of Business Associate**

- A. **Use and Disclosure of Protected Health Information.** Business Associate may use and disclose Protected Health Information only as required to satisfy its obligations under the Agreement(s), as permitted herein, or required by law, but shall not otherwise use or disclose any Protected Health Information. Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use or disclose Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Standards if so used or disclosed by the Covered Entity, except that Business Associate may use or disclose Protected Health Information (i) for Business Associate's proper management and administrative services, (ii) to carry out the legal responsibilities of Business Associate or (iii) to provide



data aggregation services relating to the health care operations of the Covered Entity if required under the Agreement(s). Business Associate hereby acknowledges that, as between Business Associate and the Covered Entity, all Protected Health Information shall be and remain the sole property of the Covered Entity, including any and all forms thereof developed by Business Associate in the course of its fulfillment of its obligations pursuant to this Addendum. Business Associate further represents that, to the extent Business Associate requests that the Covered Entity disclose Protected Health Information to Business Associate, such a request is only for the minimum necessary Protected Health Information for the accomplishment of Business Associate's purpose.

- B. Safeguards Against Misuse of Information.** Business Associate agrees that it will use all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Addendum.
- C. Reporting of Disclosures of Protected Health Information.** Business Associate shall, within thirty (30) days of becoming aware of any use or disclosure of Protected Health Information in violation of this Addendum by Business Associate, its officers, directors, employees, contractors or agents or by a third party to which Business Associate disclosed Protected Health Information, report any such disclosure to the Covered Entity.
- D. Agreements by Third Parties.** Business Associate shall obtain and maintain an agreement with each agent or subcontractor that has or will have access to Protected Health Information, which is received from, or created or received by Business Associate on behalf of the Covered Entity, pursuant to which agreement such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this Addendum with respect to such Protected Health Information.
- E. Access to Information.** Within five (5) business days of a request by the Covered Entity for access to Protected Health Information about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity. **[Not necessary if Business Associate does not have Protected Health Information in a Designated Record Set.]**
- F. Availability of Protected Health Information for Amendment.** Within ten (10) days of receipt of a request from the Covered Entity for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526. **[Not necessary if Business Associate does not have Protected Health Information in a Designated Record Set.]**
- G. Accounting of Disclosures.** Within ten (10) days of notice by the Covered Entity to Business Associate that it has received a request for an accounting of disclosures of Protected Health Information, other than related to the treatment of the patient, the processing of payments related to such treatment, or the operation of a Covered Entity or its Business Associate and not relating to disclosures made earlier than six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528. At a minimum, Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to the Covered Entity. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

- H. Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity available to the Secretary for purposes of determining the Covered Entity's and Business Associate's compliance with the Privacy Standards.
- I. Indemnification.** Business Associate hereby agrees to indemnify and hold the Covered Entity harmless from and against any and all liability and costs, including attorneys' fees, created by a breach of this Addendum by Business Associate, its agents or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement(s) only to the extent permitted by NC Tort Claims Act without waiving sovereign immunity.
- J. Insurance.** Business Associate shall obtain and maintain during the term of this Addendum liability insurance covering claims based on a violation of the Standards or any applicable state law or regulation concerning the privacy of patient information and claims based on its obligations pursuant to this Addendum in an amount not less than \$1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage and shall name the Covered Entity as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided to the Covered Entity upon written request.
- K. Notice of Request for Data.** Business Associate agrees to notify the Covered Entity within five (5) business days of Business Associate's receipt of any request or subpoena for Protected Health Information. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with the Covered Entity in such challenge.
- L. Injunction.** Business Associate hereby agrees that the Covered Entity will suffer irreparable damage upon Business Associate's breach of this Addendum and that such damages shall be difficult to quantify. Business Associate hereby agrees that the Covered Entity may file an action for an injunction to enforce the terms of this Addendum against Business Associate, in addition to any other remedy the Covered Entity may have.

### **Term and Termination**

- A. Term.** This Addendum shall become effective on the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Agreement(s).
- B. Termination Upon Breach of Provisions Applicable to Protected Health Information.** Any other provision of the Agreement(s) notwithstanding, this Addendum and the Agreement(s) may be terminated by the Covered Entity upon five (5) business days written notice to Business Associate in the event that the Business Associate breaches any provision contained in this Addendum and such breach is not cured within such five (5) business day period; provided, however, that in the event that termination of this Addendum and the Agreement(s) is not feasible, in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Addendum or any Agreement(s) to the contrary.
- C. Return or Destruction of Protected Health Information upon Termination.** Upon termination of this Addendum, Business Associate shall either return or destroy all Protected Health Information received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity and which Business Associate still maintains in any form. Business Associate shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that the Covered Entity agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Addendum shall survive such termination and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

- D. The Covered Entity's Right of Cure.** At the expense of Business Associate, the Covered Entity shall have the right to cure any breach of Business Associate's obligations under this Addendum. The Covered Entity shall give Business Associate notice of its election to cure any such breach and Business Associate shall cooperate fully in the efforts by the Covered Entity to cure Business Associate's breach. All requests for payment for such services of the Covered Entity shall be paid within thirty (30) days except that Business Associate shall have five (5) business days as noted in Section B to cure such breach. Covered Entity may cure breach upon expiration of the 5<sup>th</sup> business day.
- E. Transition Assistance.** Following the termination of this Addendum and the Agreement(s) for any reason, Business Associate agrees to provide transition services for the benefit of the Covered Entity, including the continued provision of its services required under the Agreement(s) until notified by the Covered Entity that the alternative provider of services is able to take over the provision of such services and the transfer of the Protected Health Information and other data held by the Business Associate related to its services under the Agreement(s).

Annual	Time	Months	Salary Requested	Range Requested	Total
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\$64,145.00		25%	12	\$16,036.25	\$4,892.60	20,928.85
<b>SUBTOTALS</b>				16,036.25	4,892.60	<b>20,928.85</b>

Annual	Time	Months	Salary Requested	Range Requested	Total
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[illegible]

Category	Value
Category 1	10
Category 2	20
Category 3	30
Category 4	40
Category 5	50
Category 6	60
Category 7	70
Category 8	80
Category 9	90
Category 10	100
<b>Total</b>	<b>500</b>

Piking			How Many	Unit Cost	Amt Requested
each	6000	\$1.95		\$11,700.00	
ea	6000	\$4.92		\$29,520.00	
10/pk	120	\$72.88		\$8,745.60	
1000/cs	8	\$45.05		\$360.40	
75/pk	10	\$360.50		\$3,605.00	
4x25 4/pk	2	\$51.65		\$103.30	
4x25 4/pk	2	\$49.92		\$99.84	
4x25 4/pk	2	\$58.96		\$117.92	
4x25 4/pk	2	\$47.65		\$95.30	
ea	1	\$8.23		\$8.23	
ea	2	\$36.21		\$72.42	
ea	1	\$43.40		\$43.40	
ea	7500	\$1.25		\$9,375.00	
72/bx	25	\$7.97		\$199.25	
Pk	1	\$2.96		\$2.96	
1000/bx	5	\$6.75		\$33.75	
ea	2	\$6.00		\$12.00	
10test/kit	70	\$106.12		\$7,428.40	
25/pack	15	\$424.00		\$6,360.00	
1/pk	3	\$82.32		\$246.96	
1/pk	3	\$82.32		\$246.96	
1/pk	2	\$82.32		\$164.64	
5/pk	2	\$82.32		\$164.64	
5/pk	2	\$82.32		\$164.64	
1pk	2	\$67.53		\$135.06	
100/pk	8	\$204.21		\$1,633.68	
500/CS	3	\$246.23		\$738.69	
ea	12	\$12.58		\$150.96	
100/bx	24	\$7.35		\$176.40	
6/cs	1	\$100.32		\$100.32	
12CN/CS	1	\$64.19		\$64.19	
10/bag	3	\$28.59		\$85.77	
14 LB	12	\$42.00		\$504.00	
2 tanks	12	\$35.00		\$420.00	
ea	40	\$116.65		\$4,666.00	
ea	40	\$116.65		\$4,666.00	
ea	40	\$116.65		\$4,666.00	
count	100	\$6.50		\$650.00	
				\$1,344.00	
SUBTOTALS				\$103,737.68	

Printing & Office Supplies

Office supplies	Printer Toner, paper, pens, markers, notebooks, labels	\$250.00	\$300.00
Print shop	Printed patient handouts (\$200) + training materials for ARGC outbreak response tabletop exercise (\$200)	\$400.00	\$400.00
SUBTOTALS			\$700.00

Food & Provisions

Box lunches	Lunch for 30 people (DIS, & other (CS personnel) to attend ARGC outbreak response tabletop exercise. 30 x \$15.00	\$450.00	\$450.00
Incidental supplies	Plates, cups, drinks, snacks	\$50.00	\$50.00
SUBTOTALS			\$500.00

Postage & Delivery

Promessenger	Courier services for dry ice	12	delivery	\$31.00	\$372.00
SUBTOTALS					\$372.00

Total Guilford County \$167,333.53

Minus Medical Services (Wake)

Contract Services w/ Wake Forest)

		Annual	Time	Months	Salary Requested	Fringe Requested	Total
Dr Candice McNeil	Current salaries	\$196,695.00	10%	7	\$11,473.88	\$1,778.45	\$13,252.33
Michael Dewitt		\$114,400.00	25%	7	\$16,683.33	\$3,920.58	\$20,603.92
Stephanie Belanger		\$91,798.00	100%	7	\$53,548.83	\$12,583.98	\$66,132.81
Andrea Lewis		\$105,353.00	5%	7	\$3,072.80	\$722.11	\$3,794.90
Parrish Webster		\$58,224.00	100%	7	\$33,964.00	\$7,981.54	\$41,945.54
Dr Josh Zavitz		\$203,700.00	5%	7	\$5,941.25	\$920.89	\$6,862.14
Dr Elizabeth Palavencino		\$203,700.00	5%	7	\$5,941.25	\$920.89	\$6,862.14
Dr Thomas Wierzb		\$193,125.00	2.5%	7	\$2,816.41	\$436.54	\$3,252.95
Dr Kimberly Reeves		\$87,758.00	5%	7	\$2,559.61	\$601.51	\$3,161.12
Kara Libby		\$76,124.00	10%	7	\$4,440.57	\$1,043.53	\$5,484.10
SUBTOTALS					\$140,441.92	\$30,910.03	\$171,351.95

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Dr Candice McNeil	PD/PI	Annual	Time	Months	Salary Requested	Fringe Requested	Total
Michael Dewitt	Center of Excellence Director & Data Analyst		10%	12	\$19,915.37	\$3,086.88	23,002.25
Stephanie Törnberg-Belanger	Epidemiologist/Data Manager -This is responsible for data management, data submission, and data analysis for SURRG.		25%	12	\$28,957.50	\$6,805.01	35,762.51
Andrea Lewis	Onsite SURRG provider- Responsible for onsite local resistant GC assessments & chart reviews related to SURRG.		100%	12	\$92,945.48	\$21,842.19	114,787.66
Parrish Webster	Laboratory Microbiologist- This position's primary purpose is to screen and confirm N gonorrhea on specimens submitted to the lab, including performing, gram stains, oxidase testing and GC confirmation tests. In addition, when GC is isolated MICs will be conducted using the E-test.		5%	12	\$5,333.50	\$1,253.37	6,586.87
Dr Josh Zavitz	Project Champion for all SURRG emergency department sites in Guilford County. He assists in training of emergency department staff and acts as liaison between ED and SURRG.		100%	12	\$58,951.80	\$13,853.67	72,805.47
Dr Elizabeth Palavencino	SURRG Lab Director		5%	12	\$10,312.31	\$1,598.41	11,910.72
Dr Thomas Wierzba	Epidemiology Consultant		2.5%	12	\$4,888.48	\$757.71	5,646.19
Dr Kimberly Reeves	Laboratory Analyst - Molecular - Leads the efforts for piloting molecular assays to detect antimicrobial resistance markers in N. gonorrhoae		5%	12	\$4,442.75	\$1,044.05	5,486.79
Kara Libby	Laboratory Technician- Molecular_ Performs sample handling of processing of molecular samples.		10%	12	\$7,707.56	\$1,811.28	9,518.83
TOTAL					\$243,767.04	\$53,650.98	297,418.02

<b>Travel</b>		<b>Total</b>
Travel for 2 to attend CDC meeting in Atlanta (Airlines=\$300+\$50 Baggage = \$350) (Meals = 4 days * \$41/day = \$164), ( Hotel = \$148 * 3 nights * 16% taxes/fees = \$516) Shuttle/ taxi = \$75, Airport Parking \$10 * 4 days = \$40). Toll/person = \$1145 per person x2 = \$2290.00		\$2,290.00
Mileage for Lab Tech to deliver supplies & pick-up specimens 25 miles/day x 230 days /year =5750 miles X \$0.625		\$3,056.25
<b>SUBTOTALS</b>		<b>\$5,346.25</b>
<b>Supplies</b>		<b>Total</b>
Reagents- Nucleic acid extraction kit, primers, probes, enzyme master mix		\$9,600.00
Consumables & Smisc Supplies: pipett tips, tubes, extraction related plastics		\$9,600.00
<b>SUBTOTALS</b>		<b>\$19,200.00</b>
<b>ARCGIS license to bring (secure) geocoding inhouse, support hot spot detection and perform other geospatial related analysis</b>		<b>\$6,000.00</b>
<b>SUBTOTALS</b>		<b>\$6,000.00</b>
<b>Education &amp; Training</b>		
SAS and Data Analysis for Stephanie Belanger		\$1,000.00
<b>SUBTOTALS</b>		<b>\$1,000.00</b>
<b>Other</b>		
Facilities and Administrative Costs (26%)		Base \$328,964 26%
<b>Wake Forest Total</b>		<b>\$85,530.71</b>
<b>Wake Forest Total</b>		<b>\$414,494.98</b>

\$581,828.51

BUDGET SUMMARY

Summary of Guilford Expenses		Budget Amt
Regular Salaries		\$20,928.85
51030 Part-Time Salaries		\$41,095.00
52010 Printing and Office		\$700.00
52050 Food & Provisions		\$500.00
52090 Lab Supplies		\$103,737.68
53020 Contracted Services (Wake Forest Contract)		\$414,494.98
53050 Postage & Delivery		\$372.00
Guilford Total		<b>\$581,828.51</b>

County	\$167,333.53
Wake	\$414,494.98
	<b>\$581,828.51</b>