



# Guilford County

## CONTRACT AGREEMENT

COUNTY			PROVIDER				
<b>GUILFORD COUNTY, on behalf of the GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH</b>  <b>Guilford County Public Health</b> <b>1203 Maple Street</b> <b>Greensboro, NC 27405</b>  <b>Telephone No: 336-641-3277</b> <b>Attention: Pamela Lough</b>  <b>Contract No: 848</b> <b>Parent Contract No: 0</b>			<b>WAKE FOREST UNIVERSITY HEALTH SCIENCES</b> <b>Medical Center BLVD</b> <b>WINSTON-SALEM,NC 27157</b> <b>Kim Yates</b> <b>336-716-3249</b>  <b>koyates@wakehealth.edu</b>  <b>Attention: Kim Yates</b>				
HIGHLIGHT INFORMATION							
<b>Contract Purpose:</b> Antimicrobial Resistant Gonorrhea Staffing <b>Effective Date:</b> June 1, 2018  <b>Contract Type:</b> MAX EXPOSURE SERVICE  <b>Contract Amount:</b> 366,420.00			<b>Expiration Date:</b> May 31, 2019  <b>Contract Subtype:</b>  <b>Event Number:</b>				
CONTRACT LINES							
Line No	Percent	Item Description	Acct Unit	Account	Base Cost	UOM	Amount
1	100.000%	FY18 STD Detection	210447	53020^0	\$30,535.00	YR	\$30,535.00
2	100.000%	FY19 STD Detection	210447	53020^0	\$335,885.00	YR	\$335,885.00



**GUILFORD COUNTY CONTRACT NO. 848**  
**Parent Contract No. 0**

**THIS CONTRACT is hereby made, entered into, and effective as of June 1, 2018, 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."**

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

**1. WITNESSETH.** WHEREAS, the Parties entered into a CONTRACT on June 1, 2017, whereby the COUNTY is in need of Antimicrobial Resistant Gonorrhea Staffing.

WHEREAS, the initial Contract was revised or modified on February 20, 2018 for an amendment to the budget and was fully executed on March 2, 2018 by both Parties;

WHEREAS, both Parties now wish to modify the term of the Contract to be effective for the first of two additional one year renewals and shall be in effect beginning June 1, 2018, and ending May 31, 2019.

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

**3. PRICING.** As full compensation for PROVIDER'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 EXHIBIT A. Payment will be made by the COUNTY to PROVIDER 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.

**4. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$366,420.00. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. § 159.

**5. 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.

**6. TERM.** This Contract shall be in effect for one (1) year, beginning June 1, 2018, and ending May 31, 2019, with the option to extend for one additional one (1) year renewals at the same pricing and terms and conditions upon mutual written agreement of both Parties.

**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  
(or Guilford County Purchasing Director – for Purchasing contracts)

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

Robyn Gore, Interim Director, 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 of 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.

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