



**GUILFORD COUNTY CONTRACT NO. 1431, Contract Revision No. 4
Parent Contract No. 106647-12/16-225 and Revision Nos. 102, 739 & 848**

THIS CONTRACT is hereby made, entered into, and effective as of June 1, 2019, 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 :

WHEREAS, the Parties entered into GUILFORD COUNTY Contract No. 106647-12/16-225 on December 1, 2016, and revised it on June 1, 2017 in Contract Revision Nos. 102 and 739, and on June 1, 2018 in Contract Revision No. 848, wherein the COUNTY was in need of Antimicrobial Resistant Gonorrhea Staffing; and,

WHEREAS, both Parties now wish to modify the term of the Contract to be effective for one (1) of the last two (2) additional one (1) year renewals and shall be in effect beginning June 1, 2019, and ending May 31, 2020.

1. GOODS AND/OR SERVICES. The PROVIDER will provide a project director, an epidemiologist, a field RN/DIS, a laboratory technologist, a lab supervisor, a Cone Project Champion and consultation staff services. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY.

2. PAYMENT AND 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 hereto. PROVIDER will submit an invoice to the COUNTY by the 10th of each month. 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. The maximum financial exposure to the COUNTY under this Contract will not exceed \$434,376.00. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159.

3. 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.

4. TERM. This Contract shall be in effect for one (1) year, beginning June 1, 2019, and ending May 31, 2020, with the same pricing and terms and conditions upon mutual written Agreement of both Parties, making this document Contract Revision No. 4.

5. ADDENDUM. The terms of this Agreement may only be modified or revised with a written Contract 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
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 Boulevard
Winston-Salem, NC 27157

8. INDEPENDENT CONTRACTOR/INDEMNIFICATION. The 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. 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); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. §200-322); and Record Retention Requirements (2 C.F.R. §200-324).

10. 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.

11. 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.

12. 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.

13. EQUAL OPPORTUNITY EMPLOYMENT - 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.

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," "Agreement" and "Addendum" 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 the 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. The 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. 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.

17. PRIOR AGREEMENTS. All other provisions of the initial Contract and subsequent modifications and revisions are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein. This Contract

shall not be modified except by a writing subscribed to by all the Parties.

(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, on behalf of the
GUILFORD COUNTY DEPARTMENT OF
HEALTH AND HUMAN SERVICES,
PUBLIC HEALTH DIVISION**

ATTEST:

Marty K. Lawing
Guilford County Manager

Date

Robin B. Keller
Guilford County Clerk to Board

Date

(COUNTY SEAL)

**WAKE FOREST UNIVERSITY HEALTH
SCIENCES**

ATTEST/WITNESS:

Date

Date

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

No Corporate Seal Exists ☐

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

Harley Will
Guilford County Finance Director

Date