



GUILFORD COUNTY CONTRACT NO. 90002349
Parent Contract No. 90002349

THIS CONTRACT is hereby made, entered into, and effective as of June 01, 2021, 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 "CONTRACTOR," and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into a CONTRACT on December 1, 2016, whereby the CONTRACTOR agreed to provide the following goods and/or service(s) to the COUNTY: Antimicrobial Resistant Gonorrhea Staffing, and

WHEREAS, the initial Contract was for one (1) year with the option to renew for two (2) additional one (1) year renewals and may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from June 01, 2021, through May 31, 2022, with no remaining options to renew.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

1. CONTRACT TERM. The effective period of this Contract is hereby extended from June 01, 2021, through May 31, 2022, under the same terms and conditions as set forth in the initial contract, as revised. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES AND CHANGES. The Parties hereby agree that the goods and/or services provided by the CONTRACTOR to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties.

3. PRICING. As full consideration for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract, as applicable.

4. PAYMENT. Payment will be made to the CONTRACTOR by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

5. MAXIMUM EXPOSURE CONTRACT. The maximum financial exposure to the COUNTY under this Contract will not exceed \$408,620.00. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159

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

8. TERMINATION.

TERMINATION FOR CONVENIENCE.

Either Party may terminate this Contract without cause or penalty upon serving a Thirty (30) days day written notice to the other Party. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which goods and/or services have 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 CONTRACTOR fails to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach continues for a period of more than ten (10) days after COUNTY has notified CONTRACTOR of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the CONTRACTOR specifying the effective date thereof. In that event, without limiting COUNTY's remedies for breach, any or all finished and/or unfinished deliverables prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become COUNTY property and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed and accepted on such deliverables, minus any payment or compensation previously made, and subject to any applicable setoff(s).

9. 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 any termination rights that it may have, 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.

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. 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.

12. 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.

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This Contract continues with signatures on the following page.)

Budget for K8 (SURRG) FY 21/22 Amount \$408,620.00

Medical Services (Contract w/ Wake Forest)

		Annual	Time	Months	Salary Requested	Fringe Requested	Total
Dr Candice McNeill	Current salaries	\$174,505.00	15%	2	\$4,362.63	\$654.39	\$5,017.02
Danielle Billingslea		\$68,639.20	100%	4	\$22,879.73	\$5,491.14	\$28,370.87
Annie Vasquez		\$79,102.92	100%	4	\$26,367.64	\$6,328.23	\$32,695.87
Oana Dobre-Buonya		\$48,481.00	100%	4	\$16,160.33	\$3,878.48	\$20,038.81
Dr Josh Zavitz		\$189,000.00	5%	2	\$1,575.00	\$236.25	\$1,811.25
Dr Elizabeth Palavencino		\$189,000.00	5%	2	\$1,575.00	\$236.25	\$1,811.25
SUBTOTALS					\$72,920.33	\$16,824.74	\$89,745.08

		Annual	Time	Months	Salary Requested	Fringe Requested	Total
Dr Candice McNeill	2.5% salary increase	\$178,867.63	15%	10	\$22,358.45	\$3,353.77	25,712.22
Danielle Billingslea		\$70,355.18	100%	8	\$46,903.45	\$11,256.83	58,160.28
Annie Vasquez		\$81,080.49	100%	8	\$54,053.66	\$12,972.88	67,026.54
Oana Dobre-Buonya		\$49,693.03	100%	8	\$33,128.69	\$7,950.88	41,079.57
Dr Josh Zavitz		\$189,000.00	5%	10	\$7,875.00	\$1,181.25	9,056.25
Dr Elizabeth Palavencino		\$189,000.00	5%	10	\$7,875.00	\$1,181.25	9,056.25
SUBTOTALS					\$172,194.25	\$37,896.86	\$210,091.11

		Annual	Time	Months	Salary Requested	Fringe Requested	Total
Dr Candice McNeill	PD/PI				\$26,721.08	\$4,008.16	30,729.24
Epidemiologist/Data Manager (Danielle Billingslea)	This position will enter data into reporting system and conduct field investigations.				\$69,783.19	\$16,747.96	86,531.15
RN / DIS Investigator (Vannie Vasquez)	This position is responsible for local resistant GC activities, including data collection and reporting				\$80,421.30	\$19,301.11	99,722.41
Laboratory Technologist II (Oana Dobre-Buonya)	This position's primary purpose is to screen and confirm N gonorrhoea 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.				\$49,289.02	\$11,829.36	61,118.38
Dr Zavitz	Project Champion at Cone Hospital. Will assist in training of Cone staff and will act as liaison between ED and County				\$9,450.00	\$1,417.50	10,867.50
Dr Palavencino	Lab Consultant				\$9,450.00	\$1,417.50	10,867.50
Consultation Services (Statistician)	Data Analysis				\$10,000.00	\$2,400.00	12,400.00
SUBTOTALS					255,114.59	57,121.60	312,236.19

Travel	Amt Requested
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, PTI Airport Parking \$10 * 4 days = \$40), Mileage to Airport = ave R/T 30mi * \$0.575 = \$17.25) Ttl/person = \$1162	\$2,324.00
Mileage for SURRG Field Nurse to conduct contact investigations 30 miles/day x 120 days /year =3600 miles X \$0.58	\$4,627.00
Mileage for Lab Tech to deliver supplies & pick-up specimens 25 miles/day x 230 days /year =5750 miles X \$0.58	\$3,335.00
SUBTOTALS	\$10,286.00

Education & Training	Amt Requested
Fundamentals of Disease Intervention Training for DIS staff (IN-STATE) (Hotel 10 nights @ \$71.20/night+ 14.5% Taxes/fees = \$816) + (meals 10 days @ \$38.30/day = \$383) + R/T 170 mi*\$0.58 = \$93 = \$1292	\$1,292.00
NCEDDS Training for DIS Staff: (IN-STATE): (Hotel 3 nights @ \$71.20/night+ 14.5% Taxes/fees = \$245) + (meals 4 days @ \$38.30/day = \$154) + R/T160 mi*\$0.58 = \$88 = \$487	\$487.00

SUBTOTALS **\$1,779.00**

Other

Facilities and Administrative Costs (26%)	Base	\$324,301	26%	\$84,318.31
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**Amt
Requested**

Wake Forest Total \$408,619.50

EXHIBIT B

This Business Associate Addendum, is entered into July 1, 2021 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 5th business day.

