**REQUEST FOR BOARD ACTION**

**ITEM NO.** 9a.

**DATE OF MEETING:** October 3, 2011

**REQUESTED BY:** Carolyn Moser, Health Director, Pender County Health Department

**SHORT TITLE:** Resolution Increasing Purchase Order to Jeanne Crowle, Lab Director Consultant Contract for Change Order to New Contract, Fiscal Year 2011-2012: $2,200

**BACKGROUND:** The Health Department is requesting approval of a change order to the current contract between Jeanne Crowle, DBA MedLab Consulting and the Health Department. In July, $8,000 was allocated for contracted lab services with Jeanne Crowle. The Health Department is requesting an additional $2,200 to continue Jeanne Crowle's contract to June 30, 2011. Jeanne Crowle has served the health department as a contract Laboratory Director for nine months. She supervises one Medical Lab Technician and one contract Lab Assistant. The Lab Director will have the responsibility for keeping the lab in compliance with the federal requirements of CLIA regulations. Funding is available within the health department budget, and no additional funding is needed. The new total contract amount is $10,200.

**SPECIFIC ACTION REQUESTED:** To consider a resolution authorizing an increase in the purchase order for a Change Order to the current Lab Director Consultant Service's contract in the amount of $2,200 for Fiscal Year 2011-2012.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

PB
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that

an increase in the purchase order to Jeanne Crowle, Lab Director in the amount of $2,200 for consultant services contract for the fiscal year of 2011-2012 is hereby approved.

900077 404500 Contract Services (Jeanne Crowle, Lab Director) $ 2,200

**AMENDMENTS:**

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: Brown ___ Tate ___ Rivenbark ___ Ward ___ Williams ___

_____ _____
George R. Brown, Chairman Date

_____ _____
ATTEST Date

NORTH CAROLINA
PENDER COUNTY

**HEALTH PROFESSIONAL CONTRACT**

THIS AGREEMENT, entered into this 1st day of July, 2011, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Health Department"), and **Jeanne S. Crowle, DBA MedLab Consulting** (hereinafter called "Contractor"), a North Carolina company with a mailing address of 8305 Heel Stone Ct., Raleigh, NC 27613.

W I T N E S S E T H :

WHEREAS, Pender County Health Department has the need for a qualified contract Laboratory Director and has determined that the contractor can provide the necessary services that will meet Health Department needs; and

WHEREAS, Contractor has agreed to provide Laboratory Director Services in support of said programs and funds are available in the health department's 2011/2012 budget;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Services. Contractor shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference.

2. Term of Agreement. The term of this contract shall be 12 (twelve) months from the date hereof, subject to prior termination pursuant to Section 18.

3. Payment. Department shall pay Contractor for Lab Consultant services rendered pursuant to this agreement the sum of **$850.00** per month not to exceed 15 hours per month. In the event of MedLab beginning a support engagement and the flat rate hours are surpassed, additional hours will be charged at $90.00 per hour.

4. Minimum Qualifications. Contractor must be licensed as appropriate and necessary. If requested, Contractor must also authorize and submit to drug testing, background and driver's license checks, with the results satisfactory to the Department, in its sole discretion.

5. Independent Contractor. Contractor acknowledges that, in entering into this contract and providing services, Contractor is acting as an independent contractor

as defined by the law of the state of North Carolina; Contractor shall not be deemed or construed to be an employee of the Department or Pender County. Contractor shall be solely responsible for payment of all required State and Federal taxes.

6. Indemnity. Contractor shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor.

7. Insurance. Contractor shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher, and acceptable to County, of the kinds and minimum amounts specified below.

Workers Compensation and Employers Liability Insurance

The Contractor will be required to provide a copy of the insurance binder that indicates the period of coverage.

Contractor Liability Insurance

The Contractor will be required to obtain and maintain Contractor Liability Insurance and shall hold and save the Department and Pender County harmless from any and all liability and expenses, including attorney's fees, court costs and all other costs incurred by the Contractor, which are caused by the negligence of the Contractor. The Contractor will be required to maintain this coverage for a period of at least two (2) years beyond substantial completion of the contract.

8. Extra Work. Additional support time beyond the monthly flat rate will be as follows:

a. Normal Working Hours: Monday through Friday 8:00 AM to 5:00 PM, will be calculated for actual time worked in 15 minute increments
b. Travel Time: travel time will be calculated at ½ of the actual time traveled from portal to portal.
c. After Hours: after normal working hours, Monday through Friday 5:01 PM to 7:59 AM and Saturday and Sunday, will be calculated at 1 ½ times actual time worked in 15 minute increments.

d. Holiday Hours: on Pender County published holidays, time will be calculated at double time worked in 15-minute increments.

9. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

10. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

11. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

12. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

13. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

14. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Return Receipt Requested:

**To Department**:
Pender County Health Department
ATTN: Donna Ramos, Finance
P. O. Box 1209
Burgaw, NC 28425

**To Contractor**:
Jeanne S. Crowle
MedLab Consulting
8305 Heel Stone Ct.
Raleigh, NC 27613

15. Nondiscrimination. Contractor will take affirmative action not to discriminate against any patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin.

16. Non-appropriation. All funds for payment by the Department under this contract are to be billed monthly for service-time provided. The total monthly payments must not exceed **$10,200** for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

17. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

18. Termination. This agreement may be terminated at any time by either party, without penalty, provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination.

19. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

**IN WITNESS WHEREOF,** the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

**PENDER COUNTY HEALTH DEPARTMENT** **CONTRACTOR**

_____ _____

Health Director

Jeanne S. Crowle
DBA MedLab Consulting

***THIS INSTRUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY***

***THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.***

_____

County Finance Officer

SCHEDULE A

Scope of Services

Contractor shall provide medical laboratory services to the Pender County Health Department pertaining to the current CLIA Laboratory status as Non-waived (moderate) complexity. In the event the CLIA complexity is changed, the rates as specified herein are no longer applicable and may be negotiated.

Contractor shall:

- Provide Laboratory personnel competency evaluation; review continuing education of laboratory personnel; provide annual OSHA training.
- Perform periodic review of procedure manual to ensure procedures are up to date.
- Provide quality control by a review of controls; calibration, and maintenance; review corrective actions.
- Perform patient test management by a review of test requisitions, recording, and reporting; review test correlation; review specimen rejection; review and investigate erroneous reports.
- Review proficiency testing and any corrective actions required
- Review suggestions/complaints regarding the laboratory; have regular communication with laboratory manager.
- Review remedial actions documented for the previous QA reviews.

SCHEDULE B

Contractor shall provide medical laboratory consulting in a Non-waived (moderate) complexity laboratory at the Pender County Health Department.

Contractor shall have considerable knowledge of the practice and principles of providing laboratory support in a Non-waived (moderate) complexity laboratory, community resources and other standards of public health.

Contractor shall have knowledge of state and federal guidelines for recommended laboratory support in a Non-waived (moderate) complexity laboratory, and have working knowledge of the laws, ordinances, standards and regulations pertaining to the duties and responsibilities stated herein.

Contractor shall have performance aptitudes which include:

- Ability to maintain credibility in the community, to deal tactfully and courteously with the general public and employees of the Pender County Health Department and be culturally sensitive.
- Contractor must have the ability to exercise good judgment.