



## REQUEST FOR BOARD ACTION

ITEM NO. 9d.

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

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

**SHORT TITLE:** Resolution to Approve Purchase Orders for Health Department Consultant Services Contracts for Fiscal Year 2011-2012: \$89,713

**BACKGROUND:** Purchase orders are necessary for contracted services for the balance of FY 11-12, as follows:

Christi Ray, M.O. will serve as Medical Consultant for the Health Department and provide medical oversight to the professional public health staff by monitoring patient care; and serve as supervising physician for the Health Department in program areas as required by state, federal and local laws and rules, and program guidelines adopted by the North Carolina Commission for Health Services.

Michael Bannan, DDS will be contracted to work in the Main Dental Clinic for two days a week until the end of December. At present the dental clinic is open 2 days a week. This will allow the clinic to be open a total of 4 days a week, thereby increasing access and decreasing waiting times for appointments.

Stephanie Cannon, will complete the required duties of the CDC Public Health Preparedness Cooperative Agreement for Pender County to assure accountability at all levels. Sharing this position will minimize expenses. Currently Brunswick, New Hanover and Duplin have chosen to regionalize the public health preparedness responsibilities for their counties also. This contract position will be housed in Carteret County.

Funding is available within the health department budget, no additional funding is needed.

**SPECIFIC ACTION REQUESTED:** To consider a resolution authorizing purchase orders for Consultant Services contracts in the amount of \$89,713 for Fiscal Year 2011-2012.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

RB  
Initial

**RESOLUTION**

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

a purchase order is authorized to Christie Ray, M.O., in the amount of \$33,313; Michael Bannan, DDS in the amount of \$36,400; Stephanie Cannon in the amount of \$20,000, for consultant services contracts for FY 11-12.

900072	404500	Contract Services (Stephanie Cannon)	\$ 20,000
900065	404500	Contract Services (Michael Bannan, DD)	\$ 36,400
900	404500	Contract Services (Christi Ray, M.O.)	\$ 13,325
900051	404500	Contract Services (Christi Ray, M.O.)	\$ 3,331
900052	404500	Contract Services (Christi Ray, M.O.)	\$ 3,331
900053	404500	Contract Services (Christi Ray, M.O.)	\$ 5,330
900059	404500	Contract Services (Christi Ray, M.O.)	\$ 1,666
900076	404500	Contract Services (Christi Ray, M.O.)	\$ 6,330
		TOTAL Christi Ray, M.O.	\$ 33,313
		<b>TOTAL</b>	<b>\$ 89,713</b>

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Brown \_\_\_ Tate \_\_\_ Rivenbark \_\_\_ Ward \_\_\_ Williams \_\_\_

\_\_\_\_\_  
George R. Brown, Chairman      Date

\_\_\_\_\_  
ATTEST      Date

HEALTH PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this 3<sup>rd</sup> day of October, 2011, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and Michael J. Bannan, DDS (hereinafter called "Professional"), whose principal office and place of business is in Pender County.

WITNESSETH:

WHEREAS, Pender County Health Department (hereinafter called "Department") through staff assistance has established public health program(s) (hereinafter called the "Program"); and

WHEREAS, Professional has agreed to provide dental care services in support of said programs;

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

1. Scope of Services. Professional 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 one year from the date hereof, subject to prior termination pursuant to Section 25, with possible extension for four (4) additional one year periods if agreed by both the Department and the Professional in writing.

3. Payment. Department shall pay Contractor for services rendered pursuant to this agreement the sum of \$175.00 per hour, to work the hours of 9 a.m. – 4 p.m., on Mondays and Tuesdays for a total of 16 hours per week between October 3, 2011 and December 31, 2011 (**26 days total in the contract period**), for professional dental care services.

4. Minimum Qualifications. Professional, or Professional's employees, must be licensed to practice dentistry in North Carolina set forth in Schedule "B", attached hereto and made a part hereof by reference. If requested, professional 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. Professional acknowledges that, in entering into this contract and providing services, Professional is acting as an independent contractor; Professional shall not be deemed or construed to be an employee of the Department or Pender County. Professional shall be solely responsible for payment of all required State and Federal taxes. Professional shall acquire any Continuing Medical Education (CME) on the Professional's own time.

6. Indemnity. Professional 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 Professional hereunder, resulting from the negligence of or the willful act or omission of Professional, his/her agents, employees and subcontractors.

7. Insurance. Professional 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 Professional will be required to provide a copy of the insurance binder that indicates the period of coverage.

#### Professional Liability Insurance

The Professional will be required to obtain and maintain Professional 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 Professional, which are caused by the negligence of the Professional. The Professional 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. Department and Professional shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract time.

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 notice 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 Professional:**

Michael J. Bannan, DDS  
1031 Crest Gate Terrace, Apt 106  
Wilmington, NC 27167

15. Nondiscrimination. Professional will take affirmative action not to discriminate against any patient or otherwise illegally deny any patient participation in or the benefits of the activities which are the subject of this contract, 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 bi-weekly for service-time provided utilizing a bi-weekly "Pender County Payroll Time Sheet" (provided by the Department). Bi-weekly payments must not exceed \$ 36,400.00 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 and without cause, provided that written notice of such termination is furnished to the other party at least fifteen (15) days prior to termination. The agreement can be terminated at anytime by either party without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

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**

**PROFESSIONAL**

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Health Director

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Michael J. Bannan, DDS

***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.***

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County Finance Officer

## SCHEDULE A

### Scope of Services

Professional shall provide dental care services to eligible citizens in Pender County. Clients eligible for dental care services include children and adults who are primarily residents of Pender County and are either covered by Medicaid/Medicare, private insurance, or are uninsured for dental care using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Administrative Support assigned to the dental care program.

### Professional shall:

- Determine dental needs and treatment plans for patients participating in the dental care program.
- Provide comprehensive dental services to patients.
- Perform such procedures as oral examinations, analysis of oral growth and development, fillings, extractions, cleaning, topical fluoride applications, placement of plastic sealants, x-rays, stainless steel and acrylic crowns, bonding techniques, pulpotomies, limited endodontics and periodontics, and complete, adjust, repair, or replace dentures, etc.
- Provide emergency dental care for the relief of pain and/or infection, usually the same day services are requested.
- Make valid assessments of conditions under which referral to a specialist is warranted, and assist with the referral process.
- Prescribe medication to treat patients or prepare for treatment.
- Maintain dental records accurately to manage risk, provide continuity of care and assure quality of care.

## SCHEDULE A Scope of Services (cont)

- Maintain high standards of accuracy in performing duties and responsibilities, exercising immediate remedial action to correct any quality deficiencies that occur in areas of responsibility.
- Maintain quality communication and interaction with intra- and interdepartmental personnel, and any external entities with whom position interacts.
- Develop and maintain considerable knowledge of the principles and practices of the dental care program.
- Provide zero-revenue dental care services to clients with no payment source at the discretion of the Department.
- Payment to the professional for these services shall be made at the hourly rate specified herein.

## SCHEDULE B

Professional shall have graduated from an approved school of dentistry, be properly and currently licensed to practice dentistry in the State of North Carolina and must have a valid North Carolina driver's license.

North Carolina Dentistry License Number 8897

Social Security Number 362-62-3354

NC State Driver's License Number 31160629

Professional shall have considerable knowledge of the practice and principles of dentistry, preventive measures, community resources and other standards of public health.

Professional shall have knowledge of state and federal guidelines for recommended dental practice and have working knowledge of the laws, ordinances, standards and regulations pertaining to the duties and responsibilities stated herein.

Professional 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.
- Ability to perform work involving considerable interaction with children, families and community agencies.
- Ability to exercise judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental or subjective criteria, as opposed to that which is clearly measurable or verifiable.

## SCHEDULE B (cont)

- Ability to perform tasks requiring exertion of light physical effort in sedentary to light work; may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds) for such tasks as moving supplies or equipment. May involve lifting, holding and restraining children of heavier weight. May involve extended periods of time standing, stooping, sitting and stretching.
- Ability to perform work requiring extended periods of repetitive motions that include lifting, fingering, grasping, flipping, handling records, papers and supplies for such tasks as using dental and standard office equipment. Must be able to climb steps and balance oneself in narrow spaces. Work requires manual dexterity to include the ability to apply pressure with fingers and hands in performing such tasks as teeth extractions and other dental practices.
- Ability to perform work requiring visual perception and discrimination for providing dental services, operating clinic machines, computer screen and medical records. Ability to observe client and environment to identify problems. Work requires oral communications ability, including talking and hearing.
- Mental skills required include excellent mental concentration and alertness. Must have ability to work independently. Must have ability to follow oral and written instructions and explain instructions to others. Must have ability to use judgment in determining treatment plan and appropriate referrals. Must have ability to problem-solve and facilitate interventions. Must have ability to develop long-range and short-term goals for development of dental services.
- Must have ability to perform work in both inside and outside environment, but not substantially exposed to adverse environmental conditions. May be exposed to cleaning chemicals at times such as inhalants and deodorizers. Potential for biohazard exists, especially from communicable disease. Must be able to assess situation and determine correct protective equipment. Shall use extreme caution and follow written procedures when performing duties that could lead to injury or exposure. Shall report and/or follow-up reports of unsafe work practices. Must be aware of safety hazards at assigned work sites. Must report unsafe conditions to Health Director or designee.

## Service Agreement

**THIS AGREEMENT**, made and entered into this 3rd day of October, 2011 by and between the County of Pender, (hereinafter referred to as "County"), party of the first part, and Stephanie Cannon, (hereinafter referred to as "Contractor"), party of the second.

**WHEREAS**, Stephanie Cannon, is an experienced Public Health Preparedness Coordinator who/which agrees to provide said services in a professional manner in accordance with the standards of all applicable professional organizations for the service.

**WHEREAS**, the County wishes to enter into a non-exclusive contractual agreement with Stephanie Cannon, to provide Public Health Preparedness Coordinator services in accordance with **Exhibit A** which is hereby attached and made part of this Agreement.

**NOW THEREFORE**, in consideration of the mutual agreements described below, the parties agree as follows:

1. Term of Agreement: The term of the Agreement shall begin on October 3, 2011 and end on June 30, 2012, after which it may be renewed in writing for successive periods of one (1) year. 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. This Agreement may be renegotiated by the parties annually. This Agreement shall be automatically terminated if funds are not authorized by the Pender County Board of Commissioners and/or the State of North Carolina.
2. Compensation: Contractor acknowledges that he/she is an independent contractor. Contractor further acknowledges that he/she will be paid within thirty (30) days from receipt of invoice. As compensation for the services outlined within this Agreement, the County shall pay the Contractor the amount of twenty-five dollars (\$25.00) per hour, a mileage reimbursement rate of \$0.555 per mile, and a monthly amount of \$50 for office overhead. The amount of hours to be worked under this agreement shall not exceed 15 hours per week unless approved by the Health Director.
3. Non-appropriation. All funds for payment by the Department under this contract are to be billed bi-weekly for service provided. Total of bi-weekly payments for twelve months must not exceed \$20,000.00 for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

4. Insurance: Contractor shall maintain appropriate automobile insurance. Because the Contractor is not a county employee, he/she is not eligible for health insurance coverage through the county.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by County shall be regarded as confidential, shall remain the sole property of County, and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that he/she will not disclose to any person, firm or entity other than County or County's designated legal counsel, or accountants any information about County. Contractor agrees to carry out its obligation to County in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, ("HIPAA").

6. Status of Parties: The Contractor is not entitled to sick, leave, vacation or holiday pay, or the right to participate in any benefits not otherwise provided by the County's classification of Contractor. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and County. Contractor is an independent contractor, solely responsible for his/her performance under this Agreement and shall have no legal authority to bind County.

7. Title VI: All activities under this Contract will be conducted in accordance with the Title VI, Civil Rights Act of 1964, and section 504 of the Rehabilitation Act of 1973. The Contractor shall assure that no one solely on the grounds of race, color, creed, marital status, age, religion, sex, national origin, political beliefs or handicap, shall be excluded from participation in, be denied the benefits of, or be subject to the discrimination under any program or activity covered by this Agreement.

8. Assignment and Subcontracting: The parties mutually agree that this contract is not assignable and shall not be assigned by either party.

9. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Pender County Health Department  
ATTN: Shirley Steele  
PO Box 1209  
Burgaw, NC 28425

Contractor Name:  
Attn: Stephanie Cannon  
157 Quinn Hill Road  
Newport, NC 28570

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

10. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder to enforce an arbitration decision shall be in the state court of appropriate jurisdiction located in Pender County, North Carolina.

11. Mediation and Arbitration: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration.

12. Modifications: This contract may be amended or modified by mutual **written** consent of the parties. A modification is not enforceable against the County unless it is signed by the Health Director or other duly authorized official.

13. Entire Agreement: This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

15. Termination: This agreement may be terminated at any time by either party, without penalty and without cause, provided that written notice of such termination is furnished to the other party at least fifteen (15) days prior to termination. The agreement can be terminated at anytime by either party without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

16. Annual Appropriations and Funding: All funds for payment by the County or State under this contract are subject to the availability of any annual appropriation of funds by the State or by the Pender County Commissioners. In the event that funds are not appropriated for the service contained in this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

17. Hold Harmless: Contractor shall indemnify and hold harmless the County, its agents, servants and employees from and against any and all claims, lawsuits, judgments, demands, causes of action, or any other liability whatsoever, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the operation of healthcare services to be performed by Contractor hereunder, resulting from the negligence of or willful act or omission of Contractor, his agents, employees and subcontractors.



## EXHIBIT A

### SCOPE OF SERVICES

Ensure Health Department compliance with the NC Public Health Preparedness & Response System (NC PHPR) / Bioterrorism Agreement Addendum requirements, including, but not limited to, the following:

- Coordinate and participate in drills and exercises and submit After Action Reports (AAR) within 45 days and Corrective Action Plans (CAP) within 60 days of exercise or drill.
- Maintain an updated SNS plan and updated Technical Assistance Review (TAR) tool.
- Ensure radio checks are performed monthly.
- Assist in staff training regarding the Public Health's National Incident Management System (NIMS) and assist DON with database of trained health department employees.
- With the assistance of the DON, maintain updated copies of various Preparedness & Response documents (including, but not limited to, health and safety plans, community containment plans, technical/operational communication plan, SNS plan and Pan Flu plan) as specified in the Agreement Addendum.
- Coordinate and submit Quarterly Narrative Reports (DON to furnish information).
- Participate in PHP&R Program monitoring and compliance visits.
- Ensure call down drills are performed as required by the LTAR tool in coordination with the DON.
- Participate in PC call updates , attend regional planning meetings, and the annual Preparedness Conference.



STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF PENDER

THIS AGREEMENT is made and entered into as of this 23 day of September, 2011 by and between Christi Ray, D.O. (hereinafter referred to as "Dr. Ray") and Pender County Health Department (hereinafter collectively referred to as "Department").

WITNESSETH

WHEREAS, Department operates and manages a Public Health Department located within its boundaries, to provide, in part, health care services to its citizens;

WHEREAS, Department is in need of a qualified licensed physician to serve as a medical consultant to Department;

WHEREAS, Dr. Ray is a qualified licensed physician willing to serve as a medical consultant to Department; and

WHEREAS, Dr. Ray and Department believe it is in the best interest of the parties, to the community's benefit, and for the enhancement of patient care that Dr. Ray provide medical consultant services to Department.

NOW THEREFORE, in consideration of the mutual undertakings of the parties as hereinafter stated, they do agree as follows:

**I. TERM OF AGREEMENT.** The term of the Agreement shall begin on September 23, 2011 and end on June 30, 2012, after which it may be renewed in writing for successive periods of one (1) year. 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. This Agreement may be renegotiated by the parties annually. This Agreement shall be automatically terminated if funds are not authorized by the Pender County Board of Commissioners and/or the State of North Carolina.

**II. AFFILIATION.** Dr. Ray and Department do hereby affiliate for the provision of medical consultation services for the enhancement of patient care. To that end, each party recognizes:

**A.** That Dr. Ray and Department will each be responsible for their respective organization, administration, operation and financing of their responsibilities under this Agreement. Each shall maintain standards established by the recognized and appropriate bodies for efficient operation.

**B.** The autonomy of Dr. Ray and Department is recognized and either may enter into agreements with other parties at any time. Dr. Ray

and Department are independent and neither shall be, nor have the authority to act as an agent, employee or partner of the other. This Agreement shall not, under any conditions be constructed as an agency, employment or partnership agreement between the Dr. Ray and Department.

**III. SPECIFIC RESPONSIBILITIES OF DR. RAY.** Dr. Ray shall be responsible to:

- A. Serve as Medical Consultant for the Department and provide medical oversight to the professional public health staff.
- B. Assist in the preparation, review and approve by signature, standing orders, policies and procedures adopted by Department in Program Areas on not less than an annual basis;
- C. Consult with and advise Department in the resolution of unanticipated medical issues in Program Areas as they arise;
- D. During a public health response, review and sign standing orders for the designated clinic staff providing public health response services.
- E. Ensure, through consultation and review, that the quality of medical services in Program Areas provided by Department meets current medical standards of care;
- F. Provide medical supervision and serve as supervising physician for Department in Program Areas as required by state, federal and local laws and rules, and program guidelines adopted by the North Carolina Commission for Health Services;
- G. Act as principal advisory to Department's Health Director and/or designee in matters of medical policy in Program Areas;
- H. Serve as an authorized representative to continue the public health program clinic's enrollment in the Medicare and private insurance programs.
- I. **Nurse Practitioner:**
  - (i) Provide ongoing supervision, collaboration, consultation and evaluation of the medical acts performed by the Nurse Practitioner employed by the Department, either by telephone consultation or on-site;
  - (ii) Establish a quality improvement process for the ongoing review of care to include reviewing and signing the charts of the patients seen by the Nurse Practitioner in the Department as required by NC Board of Nursing 21 NCAC 36.0800 *Approval and Practice Parameters for Nurse Practitioners.*
- J. **Tuberculosis:**
  - (i) Provide Tuberculosis Physician Services, including review and recommendation follow-up of abnormal chest x-rays;

- (ii) Sign standing orders for the treatment of Tuberculosis infection and disease, manage patients in accordance with the State Of North Carolina State Tuberculosis branch policies and procedures;
  - I. Maintain current registration and licensure as a physician in good standing in the State of North Carolina; and
  - J. Dr. Ray will be added to the Health Department's Professional Liability Insurance Policy with the Snowden Company to include medical malpractice insurance, in an amount of not less than one million (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) annual aggregate.
- IV. **SPECIFIC RESPONSIBILITIES OF DEPARTMENT.** Department shall be responsible to compensate Dr. Ray for professional services rendered, as described in Paragraph III above:
- \$3,250.00 per month for medical consulting services.
- V. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns; it may be amended at any time by written agreement of the parties hereto.
- VI. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of North Carolina. Any dispute arising from this Agreement shall be filed in the state courts of North Carolina located in Pender County, North Carolina.
- VII. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between Dr. Ray and Department and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by the parties.
- VIII. **NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the parties.
- IX. **SEVERANCE CLAUSE.** In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.
- X. **NONDISCRIMINATION.** Professional will take affirmative action not to discriminate against any employee/patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin.

**IN TESTIMONY WHEREOF,** the parties hereto have caused this agreement to be executed by their duly authorized officers, the day and year above written.

Pender County Health Department

By: Carolyn Moser  
Carolyn Moser  
Health Director

Christi Ray  
Christi Ray, D.O.

*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.*

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County Finance Officer