



REQUEST FOR BOARD ACTION

ITEM NO. 7a.

DATE OF MEETING: January 17, 2012

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

SHORT TITLE: Resolution Approving Purchase Order for Health Department Medical Billing Services Contract for Fiscal Year 2011-2012: \$10,400.

BACKGROUND: This purchase order is to provide for a contract with Sandra Brooks to assist with medical billing at the Health Department. Ms. Brooks will assist with the collections and resubmitting Medicaid and third party insurance claims. Ms. Brooks comes with more than 30 years of experience working in the billing department at another Health Department.

The contract will be on a month to month basis, up to 6 months. Ms. Brooks will also assist training the billing staff, which will increase future health department revenues.

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

SPECIFIC ACTION REQUESTED: To consider a resolution authorizing a purchase order with Sandra Brooks for a billing services contract in the amount of \$10,400 for FY 11-12.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

 PS
Initial

RESOLUTION

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

a purchase order is authorized to Sandra Brooks in the amount of \$10,400 for a billing services contract for FY 11-12. The County Manager/Chairman is authorized to execute any documents necessary to implement this resolution.

900076 404500 Contract Services \$ 10,400

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

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

George R. Brown, Chairman _____
Date

ATTEST _____
Date

THIS AGREEMENT, entered into this 30th day of January, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Health Department"), and Sandra Brooks (hereinafter called "Contractor"), whose principal office and place of business is in Pender County.

WITNESSETH:

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

WHEREAS, Contractor has agreed to provide Billing 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 process Medicaid, Medicare and private insurance billing claims. Also, reconcile and resubmit denials, and patient account collections. The contractor shall provide training to the billing staff on how to reconcile and resubmit denials
2. Term of Agreement. The term of this contract shall be a month to month contract and shall not exceed six months from the date hereof, subject to prior termination pursuant to Section 18.
3. Payment. Department shall pay Contractor for billing services rendered pursuant to this agreement the sum of \$11.00 per hour not to exceed 32 hours per week.
4. Minimum Qualifications. If requested, Contractor must 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.

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:

Sandra Brooks
844 North Drive
Rocky Point, NC 28457

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 **\$10,560** 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 any time 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

CONTRACTOR

Health Director

Sandra Brooks

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