REQUEST FOR BOARD ACTION

ITEM NO. 7K.

DATE OF MEETING: July 23, 2012

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

SHORT TITLE: Resolution Authorizing Approval of Purchases Orders for Health Department Consultant Services Contracts for Fiscal Year 2012-2013: $43,000

BACKGROUND: Sandra Brooks has been assisting with medical billing for the last 9 months at the Health Department. Ms. Brooks assists with collections and resubmitting Medicaid claims. She comes with experience working at another health department for more than 30 years.

Custom Data Processing, Inc (CDP) is the program that Environmental Health uses for Food and Lodging. It is paperless and has proven to be efficient. CDP provides training and support services for the food & lodging.

The Flu vaccine is purchased from Sanofi. Orders for the flu vaccine are pre-booked one fiscal year in advance.

SPECIFIC ACTION REQUESTED: To consider a resolution to authorize purchase orders for Consultant Services contracts in the amount of $43,000 for Fiscal Year 2012-2013.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

Initial

RESOLUTION

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

the Board hereby authorizes purchase orders to Sandra Brooks, billing contractor, in the amount of $14,000, Custom Data Processing, Inc., consultant, in the amount of $9,000, and to Sanofi for flu vaccine in the amount of $20,000 to Sanofi for Fiscal Year 2012-2013. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

900076 404500	Contract Services (Sandra Brooks)	$14,000
900050 404500	Contract Services (Custom Data Processing, Inc)	9,000
900057 404600	Medical Expenses (Sanofi)	$20,000
	TOTAL	$43,000

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

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

_____ 7/23/12
George R. Brown, Chairman Date

_____ 7/23/12
ATTEST Date

NORTH CAROLINA
PENDER COUNTY

HEALTH PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this 1st day of July, 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.

W I T N E S S E T H :

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 2012/2013 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 twelve 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 24 hours per week, unless prior written approval from the health director.

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 $**14,000** 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 by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" 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