



REQUEST FOR BOARD ACTION

ITEM NO. 7M.

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: \$138,888

BACKGROUND: The state of North Carolina mandates that pharmacy consultative services must be provided to local health departments when prescription medication is dispensed by Public Health Nurses. Kim Basden, R. Pharmacist has served the health department in this role for a number of years and is the only pharmacist willing to provide this service at the available contract rate. Jeanne Crowle, DBA MedLab Consulting has served the health department as a contract Laboratory Director for over a year. She supervises two Medical Lab Technicians. Ms Crowle will have the responsibility for keeping the lab in compliance with the federal requirements of CLIA regulations. Joseph Cooper, M.D. is the only OB-GYN on the western side of the county available to provide consultation and supervision to the Family Nurse Practitioner for the provision of colposcopy services. Dr. Cooper is the sole source for OB-GYN consultation for maternity patients in the health department clinic. Christi Ray, MO has performed well by monitoring patient care; providing patient care; and acting as medical consultant. Consequently we have continued the present contractor's services this fiscal year. Pender, Brunswick, New Hanover, and Duplin counties share the expense of a regionalized Preparedness Coordinator position. This position has been contracted out to Stephanie Cannon for the last 9 months, and she will continue to complete the required capabilities of the CDC Public Health Preparedness Cooperative Agreement and to assure accountability at all levels. This position is housed in New Hanover County.

SPECIFIC ACTION REQUESTED: To consider a resolution authorizing purchase orders for Consultant Services contracts in the amount of \$138,888 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 Kim Basden, R. Pharmacist in the amount of \$4,264; Jeanne Crowle, Lab Director in the amount of \$10,200; Stephanie Cannon, Preparedness Coordinator in the amount of \$25,000; Joseph L. Cooper, M.D. in the amount of \$40,881; and Christi Ray, M.O. in the amount of \$42,000 for consultant services contracts for the fiscal year of 2012-2013. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

900	404500	Contract Services (Kim Basden, R. Pharm.)	\$ 4,264
900077	404500	Contract Services (Jeanne Crowle, Lab Director)	10,200
900072-404500		Contract Services (Stephanie Cannon, Preparedness)	25,000
900051	404500	Contract Services (Joseph Cooper, M.D.)	10,800
900061	404500	Contract Services (Joseph Cooper, M.D.)	<u>30,081</u>
		TOTAL Joseph Cooper, M.D.	40,881
900	404500	Contract Services (Christi Ray, M.O.)	11,000
900051	404500	Contract Services (Christi Ray, M.O.)	4,000
900052	404500	Contract Services (Christi Ray, M.O.)	4,000
900053	404500	Contract Services (Christi Ray, M.O.)	8,000
900055	404500	Contract Services (Christi Ray, M.O.)	1,500
900059	404500	Contract Services (Christi Ray, M.O.)	1,500
900076	404500	Contract Services (Christi Ray, M.O.)	<u>12,000</u>
		TOTAL Christi Ray, M.O.	42,000
		TOTAL	\$138,888

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 1st day of July, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and Kim Basden (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 pharmacist-manager consultant 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 18, 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 Professional for services rendered pursuant to this agreement the sum of \$355.33 per month for a total per month for a total number of 12 months per fiscal year.

4. Minimum Qualifications. Professional must be licensed to practice pharmacology 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 employees 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 Contractor will be required to provide a copy of the insurance binder that indicates the period of coverage.

Professional Liability Insurance

The Contractor 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 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. 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:

Kim Basden
PO Box 456
Burgaw, NC 28425

15. 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.

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 **\$4,264.00** 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 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

PROFESSIONAL

Health Director

Vacant

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

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

Professional shall:

- Provide pharmacy–manager consultation to the Department in the areas of prescription drugs and devices according to G.S. 90-85.34.1 and assure drug control and accountability.
- Assist the Department in the preparation of its pharmacy requirements and assure compliance with all laws and rules.
- Be available for telephone communications and meetings with staff and various boards as needed.
- Prepare suspensions for children from medications supplied by the State for communicable disease outbreaks and treatment of tuberculosis.
- Assist in training staff for pharmacy including public health registered nurses for dispensing.
- Verify accuracy of pharmacy records; maintain medical records accurately to manage risk, provide continuity of care, and assure quality of care.
- 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 entity which position interacts, and update public health nurses regarding new dispensing requirements.
- Develop and maintain considerable knowledge of the principles and practices of Department programs.

- Provide zero-revenue pharmacy–manager 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 monthly rate specified herein.
- Provide guidance, support, and feedback relating to problems.

SCHEDULE B

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

North Carolina Pharmacist License Number _____

Social Security Number _____

NC State Driver's License Number _____

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

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

THIS AGREEMENT, entered into this 1st day of July, 2012, 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.

WITNESSETH:

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 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 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 9 (nine) 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 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

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.

HEALTH PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this 1st day of July, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and JOSEPH L. COOPER, M.D. (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 obstetric and gynecology 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 18, 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 Professional for services rendered pursuant to this agreement the sum of \$3,244.50 per month for a total number of 12 months per fiscal year.

4. Minimum Qualifications. Professional must be licensed to practice medicine 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 employees 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:

Joseph L. Cooper, M.D.
P.O. Box 485
Kenansville, NC 28349

15. 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.

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 **\$38,934.00** 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 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

PROFESSIONAL

Health Director

Joseph L. Cooper, M.D.

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

Professional shall provide obstetric and gynecology services to the Department. Patients eligible for obstetric and gynecology services include women who are primarily residents of Pender County and are either covered by Medicaid/Medicare, private insurance, or are uninsured for obstetric and gynecology services using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Administrative Support assigned to the Department health care program.

Professional shall:

- Direct the non-surgical obstetric medical services necessary to carry on the appropriate clinics in accordance with approved methods and standards of practice of the North Carolina Medical Practice Act, the Code of Ethics of the American Medical Association, the Maternal Health Program of the North Carolina Department of Health and Human Services and this Department.
- Prescribe appropriate medication/contraceptives to clinic patients.

Professional shall be responsible for:

- Maintaining medical records accurately to manage risk, provide continuity of care and assure quality of care.
- Maintaining high standards of accuracy in performing duties and responsibilities, exercising immediate remedial action to correct any quality deficiencies that occur in areas of responsibility.
- Maintaining quality communication and interaction with intra- and interdepartmental personnel, and any external entities with whom position interacts.
- Developing and maintaining considerable knowledge of the principles and practices of Department programs.
- Acting as primary supervising physician for OB/GYN Practitioner

- Performing colposcopy at the health department one time a month for health department patients and for referrals from other private physicians for patients with HSIL, CIS, and prenatal patients.
- Performing all health department OB patients' ultrasounds in his office at no charge to patient or health department and will bill patient's insurance if applicable.
- Providing consults in his office for health department patients at no charge to patient.

SCHEDULE B

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

North Carolina Medical License Number 0097-00907

Social Security Number 410-39-3239

NC State Driver's License Number 25017825

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

Professional shall have knowledge of state and federal guidelines for recommended obstetric and gynecology 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.
- Professional must have the ability to exercise judgment, decisiveness and creativity required in patient care.

HEALTH PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this 1st day of July, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and Christi Ray, D.O. (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 medical consultation, oversight, and clinical 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 18, 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 Professional for services rendered pursuant to this agreement the sum of \$3500.00 per month for a total number of 12 months per fiscal year.

4. Minimum Qualifications. Professional must be licensed to practice medicine 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 prior to effective date of contract.

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:

Christi Ray, D.O.
500 Ravenswood Rd
Hampstead, NC 28443

15. 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.

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 **\$42,000** 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

PROFESSIONAL

Health Director

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.

County Finance Officer

SCHEDULE A
Scope of Services

Professional shall provide medical consultation, oversight, and clinical services to the Department. Patients eligible for medical consultation and/or diagnosis and treatment include children and/or adults who are primarily residents of Pender County and are either covered by Medicaid/Medicare, private insurance, or are uninsured for health care using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Management Support assigned to the Department health care program.

Professional shall:

- Provide oversight to professional conduct of all public health clinical personnel of the Department in accordance with approved Methods and Standards of Practice of the North Carolina Medical Practice Act, the Code of Ethics of the American Medical Association, the North Carolina Department of Human Resources, and the Division of Health Services, and this Department.
- Serve as the professional medical resource to the Department and to the Nurse Practitioners, Physician Assistants, and staff nurses associated with the public health. Provide telephone consultation concerning medical and clinical issues as appropriate to the conduct of public health clinics and the care of the patient.
- Provide medical oversight to the professional public health staff of the Department, sign all "Standing Orders" required by health department policies. Sign all standing orders for medications related to public health clinic patients. Review, approve and sign all standing orders and procedures for all public health clinics.
- Review a random sampling of at least 10% of all treatments rendered by the Nurse Practitioner, Physician Assistant, and public health nurse weekly.
- Evaluate routine referrals from the public health nursing staff and co-sign medical records as required.

- Approve and sign higher technological service policies and procedures to be administered by the public health nursing staff (Nurses must have a physicians' signature to perform these procedures)
- Serve as a Medical Consultant to the Department during natural disasters, and is responsible for reviewing and signing standing orders for the designated clinical staff providing disaster services.
- Serve as an authorized representative to continue the public health program clinic's enrollment in the Medicare and private insurance programs.
- Prescribe medication to treat patients or prepare for treatment.
- Maintain medical records accurately to manage risk, provide continuity of care and assure quality of care.
- 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 which position interacts.
- Develop and maintain considerable knowledge of the principles and practices of the public health programs.
- Provide zero-revenue health 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 monthly rate specified herein.
- Provide a back-up physician at no cost to the Department if the Provider is not available to handle duties described in this contract.

SCHEDULE B

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

North Carolina Medical License Number _____

Social Security Number _____

NC State Driver's License Number _____

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

Professional shall have knowledge of state and federal guidelines for recommended medical 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.
- Professional must have the ability to exercise judgment, decisiveness and creativity required in patient care.

HEALTH PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this 1st day of July, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and Stephanie Cannon (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 Public Health Preparedness Coordinator 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 annual extensions for one (1) year period if agreed by both the Department and the Professional in writing.
3. Payment.
 - a. Department shall pay Contractor for services rendered pursuant to this agreement the sum of \$25.00 per hour, not to exceed (15) hours per week, in a total of and not to exceed (810) hours per fiscal year. Such payments will be made on a bi-weekly basis, the same schedule as health department employees. The amount of hours to be worked under this agreement shall not exceed 15 hours per week unless prior written approval is given by the health director.

b. A mileage reimbursement rate of \$0.555 per mile will be paid bi-weekly. A mileage reimbursement form will be required to be filled out and turned into the Health Department Finance Office for reimbursement.

c. A monthly rate of \$50 will be paid to the contractor for overhead.

4. Minimum Qualifications. Professional must be qualified to provide Public Health Preparedness Coordinator services in North Carolina set forth in Schedule "A", 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 Education 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.

7. Insurance. Professional shall maintain automobile insurance, Workers Compensation and Liability 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 prior to effective date of contract.

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. This professional liability insurance shall contain a clause that will require thirty (30) days advance written notice of cancellation to the Health Department.

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
803 South Walker Street
Burgaw, NC 28425

To Professional:

Stephanie Cannon
157 Quinn Hill Road
Newport, NC 27570

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 "Time Sheet" (provided by the Department), and **actual hours worked** recorded. Bi-weekly payments for services, mileage reimbursement, and overhead costs must not exceed \$ **25,000** for services rendered under the terms of this contract in twelve months. 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

PROFESSIONAL

Health Director

Stephanie Cannon

***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

Professional shall:

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 is 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.
- Report directly to the Nursing Director.
- Maintain high standards of accuracy in performing duties and responsibilities, exercising immediate remedial action to correct any quality deficiencies that occur in areas of responsibilities.
- Maintain quality communication and interaction with intra- and interdepartmental personnel, and any external entities with which position interacts.

SCHEDULE B

Professional shall be properly and currently licensed to drive in the State of North Carolina and must have a valid North Carolina driver's license.

Social Security Number _____

NC State Driver's License Number _____