



REQUEST FOR BOARD ACTION

ITEM NO. 5a.

DATE OF MEETING: August 20, 2012

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

SHORT TITLE: Resolution Authorizing Approval of Purchase Order for Health Department Consultant Services Contracts for Fiscal Year 2012-2013: \$17,280

BACKGROUND: The Health Department desires to contract with Emily Barnhill for WIC and Peer Counseling Services. Emily has provided Peer Counseling Services for the WIC department for almost two years. The WIC department has a large overload of clients, and plans to provide WIC services to the Currie, Hampstead and Penderlea communities.

SPECIFIC ACTION REQUESTED: To consider a resolution authorizing purchase order for WIC Services contracts in the amount of \$17,280 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

a purchase order is authorized to Emily Barnhill, WIC Services contractor in the amount of \$17,280 for the fiscal year of 2012-2013.

900058-404500 Contracted Services (Emily Barnhill) \$17,280

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

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

Chairman 8/20/12
Date

ATTEST 8/20/12
Date

THIS AGREEMENT, entered into this 1st day of September, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Health Department"), and Emily Barnhill (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 WIC Clerk and has determined that the contractor can provide the necessary services that will meet Health Department needs; and

WHEREAS, Contractor has agreed to provide outreach and peer counseling services in support of the WIC program 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 agrees to provide WIC services as follows:

Provide Outreach Services:

1.5 days per week in the Hampstead community

1 day per month in the Currie community

1 day per month in the Penderlea community

Offer Peer Counseling Services to WIC clients for a minimum of 2.5 days a week

2. Term of Agreement. The Peer Counseling Services of this contract shall be based upon grant funds available, and the Ten month contract and shall not exceed Ten months from the date hereof, subject to prior termination pursuant to Section 16.

3. Payment. Department shall pay Contractor for billing services rendered pursuant to this agreement the sum of **\$12.00** per hour not to exceed a total of 144 hours a per month (64 hours per month for outreach services and 80 hours per month for peer counseling) 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.

7. 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.

8. 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.

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

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

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

12. 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

803 S. Walker Street

Burgaw, NC 28425

To Contractor:

Emily Barnhill

1696 Shaw Hwy

Rocky Point, NC 28457

13. 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.

14. Non-appropriation. All funds for payment by the Department under this contract are to be billed bi-weekly for service-time provided. The total bi-weekly payments must not exceed the total contract amount of **\$17,280** for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

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

16. 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.

17. 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

Emily Barnhill

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