

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JANUARY 11, 2016

AGENDA ITEM NUMBER: 4-A&B

SUBJECT: A. RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN FORSYTH COUNTY AND DATAMAX CORPORATION FOR PROVIDING DOG AND CAT REGISTRATION SERVICES AND MAINTAINING THE COUNTY'S RABIES VACCINATION DATABASE FOR THE ANIMAL CONTROL DEPARTMENT

B. AMENDMENT TO THE FISCAL YEAR 2015-2016 BUDGET ORDINANCE TO APPROPRIATE FUNDS FOR OUTSOURCING OF DOG AND CAT REGISTRATION SERVICES

(ANIMAL CONTROL DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:- Recommend Approval

SUMMARY OF INFORMATION:-

The County's Animal Control Department initiated dog and cat registration in 2004. This endeavor involves the processing of 30,000 to 35,000 registrations plus the data processing of the rabies vaccinations and associated customer service contacts annually. Dog and cat registration services have dominated the Animal Control Department and hampered other necessary services.

This agenda item would allow the Department to enter into a contract to outsource the billing, delinquent notifications, data entry and cashiering functions of the registration program. The Department believes outsourcing will make Department personnel available to work on special programs and enhance customer service, especially by telephone.

Dog and cat registration is a proactive program that has resulted in a significant reduction in the unaltered animals within the community. This proposal is intended to position the Department to handle future increased registration activity in a cost efficient manner, and increase revenue by freeing some officers from shelter related duties.

ATTACHMENTS: yes no

SIGNATURE: _____

J. Dudley Watts, Jr.
COUNTY MANAGER

DATE: January 6, 2016

**RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN
FORSYTH COUNTY AND DATAMAX CORPORATION FOR PROVIDING DOG AND
CAT REGISTRATION SERVICES AND MAINTAINING THE COUNTY'S RABIES
VACCINATION DATABASE FOR THE ANIMAL CONTROL DEPARTMENT
(ANIMAL CONTROL DEPARTMENT)**

WHEREAS, the Forsyth County Animal Control Department proposes to contract with DataMax Corporation to provide the County's dog and cat registration services and maintain the County's rabies vaccination database at a cost of \$25 per hour for up to 80 hours per week, which equals up to \$104,000 per year, after the DataMax staff has provided necessary training at a cost of \$18.00 per hour;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, a contract with DataMax Corporation to provide the County's dog and cat registration services and maintain the County's rabies vaccination database, at an annual cost of up to \$104,000, after the DataMax staff has provided necessary training at a cost of \$18.00 per hour, subject to a pre-audit certificate by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 11th day of January 2016.

**FORSYTH COUNTY, NORTH CAROLINA
AMENDMENT TO
2015-2016 BUDGET ORDINANCE**

FROM: BUDGET & MANAGEMENT

MEETING DATE: January 11, 2016

EXPLANATION:

The County's Animal Control Department initiated dog and cat registration in 2004. This endeavor involves the processing of 30,000 to 35,000 registrations plus the data processing of the rabies vaccinations and associated customer service contacts annually. Dog and cat registration services have dominated the Animal Control Department and hampered other necessary services.

This agenda item would allow the Department to enter into a contract to outsource the billing, delinquent notifications, data entry and cashiering functions of the registration program. The Department believes outsourcing will make Department personnel available to work on special programs and enhance customer service, especially by telephone.

Dog and cat registration is a proactive program that has resulted in a significant reduction in the unaltered animals within the community. This proposal is intended to position the Department to handle future increased registration activity in a cost efficient manner, and increase revenue by freeing some officers from shelter related duties.

The proposed contract will be a six month contract which should provide performance data through potential revenue growth to indicate whether a longer contract should be entered into with DataMax. Half of the funds would come from the County's Contingency Fund while the other half would be identified within the Animal Control Department.

BE IT ORDAINED BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS THAT THE
FISCAL YEAR 2015-2016 BUDGET ORDINANCE IS HEREBY AMENDED AS FOLLOWS:

DECREASE: SECTION 2. APPROPRIATIONS
GENERAL FUND \$25,000
NON-DEPARTMENTAL
Contingency

INCREASE: SECTION 2. APPROPRIATIONS.
GENERAL FUND
ANIMAL CONTROL \$25,000

NATURE OF TRANSACTION:
 Additional Revenue Available
 Transfer within Accounts of
Same fund
 Other:

APPROVED BY BOARD OF COUNTY
COMMISSIONERS AND ENTERED ON
MINUTES DATED _____
AGENDA ITEM NUMBER _____

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT, made and entered into and made effective this ____ day of December, 2015 by and between Forsyth County, North Carolina (the "County") on behalf of the Forsyth County Animal Control Department ("Animal Control"); and DataMax Corporation. (the "Provider");

WITNESSETH

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

I.

Provider shall perform such services as set forth in Attachment A (Services Agreement), entitled "Pet Registration Services", attached hereto and incorporated herein by reference.

II.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

To the fullest extent permitted by law, the Provider shall defend, indemnify, and hold harmless Forsyth County, its Officials and Employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or arising wholly or in part due to any act or omission of the Provider or his employees, in the execution, performance, or failure to adequately perform the obligations pursuant to this or any future contract entered into with Forsyth County.

The Provider is not eligible for workers' compensation under Forsyth County's policy while performing the contracted service for Forsyth County.

Furthermore, the Provider agrees to protect, defend, indemnify, and hold Forsyth County, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlement cost charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, action, proceedings, or causes of action of every kind in connection with or arising out of this or any future agreement and/or the performance growing out of injury to the contractor or contractor's agents, servants, employees, subcontractors, or suppliers. The Provider furthermore agrees to investigate, handle, respond to, provide defense for all claims, liens, demands, obligations, action, proceedings, or causes of action of every kind and defend them at his sole expense and agrees to bear all other costs and expenses related thereof. These terms apply to this and any future agreement the Provider may have with Forsyth County.

The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

III.

To the fullest extent permitted by law, the Provider shall defend, indemnify, and hold harmless Forsyth County, its Officials, Officers, and Employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of any act or omission of the Provider or his employees in the execution, performance, or failure to adequately perform the obligations pursuant to this agreement.

The Provider shall maintain, at its sole expense, such insurance coverage as required by the Forsyth County Risk Manager. The Provider shall maintain, at its sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the required occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services, except for the negligence or willful misconduct of the Additional Insured(s).
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees, as to Provider's liability.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.

D. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section.
2. Replace certificates for any such insurance expiring prior to completion of the services.
3. Maintain such insurance from the time services commence until services are completed.
4. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

E. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

Any stated late payment interest shall not exceed the North Carolina legal rate and in no event shall be more than eight percent (8%) per annum. No late payment or other amounts, designated penalties or charges shall apply to this contract.

No stated laws of a particular state or jurisdiction shall apply to or govern this contract other than the applicable laws of the State of North Carolina; and no forum selection of the place, courts, or judicial body of a particular state or jurisdiction shall apply.

Involuntary or binding mediation, arbitration, negotiation, or other settlement procedure of disputes, if any, shall not apply to this contract.

IV.

The provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of new hired employees. Failure of the provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the provider will comply with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

V.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____
Charles T. Jennings, Director

By: _____
J. Dudley Watts, Jr.
County Manager

ATTEST:

Clerk to the Board

(SEAL)

Provider: **DataMax Corporation**

By: _____
Robert Egleston
Authorized Representative
Tax ID number: _____

DataMax
Proposed to Provide
INTERSTATE CREDIT COLLECTIONS
REVENUE COLLECTION MANAGEMENT

**Pet
Registration
Services**

to

**Forsyth County
Department of
Animal Control**

September 8, 2015

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between DataMax Corporation's (hereinafter "DataMax") and Forsyth County Department of Animal Control (hereinafter "Client").

In consideration of the mutual covenants and agreements hereinafter contained, DataMax and Client agree as follows:

Training – DataMax will be paid at a rate of \$18 per hour for time DataMax personnel spend with Animal Control's designated trainer to establish proficiency on the Chameleon/CMS© database system.

Ongoing scope of work: Once trained, DataMax will provide the following on-going services to Client for up to 80 hours a week at a rate of \$25/hour:

1. Maintain the Client's rabies vaccination database:
 - a. Ensure pet registration database is up-to-date by entering all new and backlog veterinarian rabies vaccination forms.
 - b. Develop (in conjunction with Client) and implement a comprehensive compliance outreach program for all veterinarians in or near Forsyth Co. with the goal of significantly improving rabies vaccination reporting.
2. Electronically compile and submit monthly registration/renewal batches to Forsyth County's Mail/Print Shop for processing.
3. Receive/process renewal checks and correspondence, post all payments, update all records and deposit all funds in the Client's designated account.
4. Conduct Quarterly Business Reviews (QBRs) with Client to review productivity, revenue results and potential process enhancements.

Client responsibilities:

1. Provide DataMax with access to the information necessary to perform the duties outlined in this Agreement.
2. Provide DataMax with a primary point of contact for communication needed to perform the duties outlined in this Agreement.
3. Absorb any system set-up or related costs associated with DataMax establishing and maintaining remote access to Client's Chameleon/CMS© system.
4. Assign personnel to assist DataMax with training, technical and/or other issues that may arise during the course of providing services under this Agreement.

Pricing for additional special projects and/or other services will be determined on a case-by-case basis.

DataMax will provide trained personnel to work from DataMax's office on Client's computer system for services covered by this Agreement. Client will provide DataMax with VPN access in order for DataMax to document all account activity.

DataMax understands that all confidential information (demographic, financial, etc.) belonging to Client must be kept confidential. This information is to be used solely in the performance of the duties outlined in this Agreement. DataMax shall abide by all privacy regulations as defined by federal and state laws.

SERVICE AGREEMENT

(continued)

DataMax is acting as an independent contractor in the performance of its duties under this Agreement.

Client will be invoiced monthly at the agreed upon rate by DataMax and Client agrees to pay such invoices within thirty (30) days.

This Agreement shall remain in full force and effect until cancelled by either party giving the other party a 30-day written notice of such cancellation. However, the initial term of this Agreement shall be six months in order to provide DataMax with sufficient time to prove its value at a service provider.

It is further mutually agreed that DataMax and Client shall each be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder and shall each indemnify and hold harmless the other for and from all such third party claims, including reasonable attorney fees, arising on account of its:

- a. acts of negligence,
- b. failure to perform any of its obligations hereunder, and/or
- c. violation of regulations or laws pertaining to the work covered by this Agreement.

This Agreement shall be controlled by and construed under the laws of the State of North Carolina.

Dated this _____ day of September 2015

Robert Egleston, President & CEO
DataMax Corporation
Revenue Cycle Management
711 Coliseum Plaza Court
Winston-Salem, NC 27106
Phone (336) 777-3517

Tim Jennings
Forsyth Co. Dept of Animal Control
Director
5570 Sturmer Park Circle
Winston-Salem, NC 27105
Phone (336) 703-2490

Robert Egleston
DataMax Representative (print)

Tim Jennings
Client Representative (print)

DataMax Representative (signature)

Client Representative (signature)

Date

Date