

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: OCTOBER 10, 2016 AGENDA ITEM NUMBER: 6

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY PUBLIC HEALTH DEPARTMENT AND APPALACHIAN DISTRICT HEALTH DEPARTMENT TO FUND THE DEVELOPMENT, IMPLEMENTATION, AND MANAGEMENT OF THE NORTHWEST PARTNERSHIP FOR PUBLIC HEALTH (FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Kendrick Watts Jr. /cmh* COUNTY MANAGER DATE: October 6, 2016

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF
AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY
PUBLIC HEALTH DEPARTMENT AND APPALACHIAN DISTRICT
HEALTH DEPARTMENT TO FUND THE DEVELOPMENT,
IMPLEMENTATION, AND MANAGEMENT OF THE
NORTHWEST PARTNERSHIP FOR PUBLIC HEALTH
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County Public Health Department and Appalachian District Health Department to fund the development, implementation, and management of the Northwest Partnership for Public Health, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman, County Manager or Public Health Director and the Clerk to the Board are hereby authorized to execute the attached Memorandum of Understanding, on behalf of Forsyth County, and its Public Health Department, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference. (Contract Control #2017-0201-00)

BE IT FURTHER RESOLVED that the Chairman, County Manager or Public Health Director, and Clerk to the Board are hereby authorized to execute amendments and addenda to the above Memorandum of Understanding, as necessary to continue the services during the current fiscal year, within budgeted appropriations, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County Public Health Department and Appalachian District Health Department is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 10th day of October 2016.

APPALACHIAN DISTRICT HEALTH DEPARTMENT

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 1st day of July, 2016, to be effective from and after July 1, 2016, until June 30, 2017, or as terminated as set forth herein, by and between **Forsyth County Health Department**, hereinafter referred to as the Forsyth CHD, and **APPALACHIAN DISTRICT HEALTH DEPARTMENT**, hereinafter referred to as ADHD.

WITNESSETH:

THAT WHEREAS, the Forsyth CHD and ADHD have agreed to an arrangement to provide services as described below with the intent that ADHD and Forsyth CHD work together in whatever ways are reasonable, appropriate, and possible to facilitate access to improve the public's health in the communities served; and

WHEREAS, both parties desire to reduce the terms of this agreement to writing in the form of this Memorandum of Understanding (hereinafter "MOU");

NOW, THEREFORE, for and in consideration of the mutual promises to each other as hereinafter set forth, the parties hereto do mutually agree as follows:

I. ADHD will provide:

- a) Administrative support for meeting minutes, meeting notices, etc.
- b) Coordination of development and implementation of Northwest Partnership for Public Health business plans, programs, surveys and studies.
- c) Narrative and statistical reports reflecting Northwest Partnership for Public Health activity.
- d) Annual budgets for review, track revenue and expenditures, maintain, financial accountability, in collaboration with the fiscal agency and provide reports.
- e) Participation in local regional events related to core public health functions as directed.
- f) Public relations activities on behalf of the Northwest Partnership for Public Health to raise public awareness and understanding of the Northwest Partnership for Public Health and support for Northwest Partnership for Public Health's initiatives.
- g) Management activities of the Northwest Partnership for Public Health, including project action steps and timelines, media/ public relations plan, etc.
- h) Coordination of the activities of Northwest Partnership for Public Health members, consultants and others in order to achieve Northwest Partnership for Public Health goals and objectives.

- i) Means to secure external funding and/or grant opportunities for sustainability of Northwest Partnership for Public Health activities and the implementation of program plans as directed.

II. The Forsyth CHD will pay ADHD for services rendered as follows: \$2,500

III. Should either party have questions or concerns, or require a change to this MOU, written request should be given to the other party.

IV. Both parties to this MOU agree:

1. To abide by all laws and regulations governing the confidentiality of patient information, and further agree to safeguard privileged information, and comply with HIPAA (HealthCare Insurance Portability and Accountability Act). Contemporaneously with the signing of this MOA, the parties will execute a "Business Associate Agreement" in which ADHD is the "Covered Entity" and Forsyth CHD is the "Business Associate." Said Business Associate Agreement is made a part of this MOA and is incorporated herein by reference.
2. To assure that no person, solely on the grounds of race, color, age, religion, handicap, sex, or national origin, is excluded from participation in, is denied the benefits of, or is subjected to discrimination under any program or activity covered by this MOU.
3. To abide by all laws and regulations governing all other activities contemplated by this MOA specifically including those statutes listed on the "State Certification" form executed by Forsyth CHD as "Contractor" which is made a part of this MOA and is incorporated herein by reference.

VI. It is understood and agreed between the Forsyth CHD and ADHD that the payment and/or services specified in this MOU, its continuation, or any renewal or extension thereof is dependent upon and subject to the allocation or appropriation of funds for the purposes set forth in this MOU and/or availability of appropriate staff to provide designated services.

VII. Both parties to this MOU agree to abide by the standards, rules, and regulations of ADHD, or to provide such information to allow the Contract Administrator to comply with these standards, rules, and regulations.

VIII. Beth G. Lovette, Health Director of ADHD, is designated as the Contract Administrator under this MOU.

IX. Either party may terminate this MOU, with or without cause, by giving 30 days written notice to the other party. If this MOU is terminated, ADHD shall be reimbursed for all services rendered pursuant to this MOU prior to the termination date.

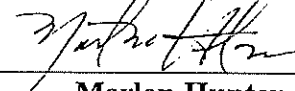
X. Neither party may subcontract nor assign any portion of this MOU without the prior written consent of the other party.

XI. It is understood and agreed by all parties that the Forsyth CHD shall operate as an independent contractor and not as an employee of ADHD, and that ADHD shall not be responsible for any of the Forsyth CHD's acts or omissions. The Forsyth CHD agrees to indemnify and hold ADHD harmless from and against any and all claims made for acts or omissions of the Forsyth CHD. The Forsyth CHD further agrees to carry adequate malpractice and liability insurance in Forsyth CHD's name and at Forsyth CHD's expense.

XII. This MOU and any documents attached or incorporated specifically by reference sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreement, and all other communications between the parties relating to such subject matter. This MOU may not be amended, changed, modified, altered, or terminated except in writing and with the same formality as this MOU is executed.

IN WITNESS WHEREOF, the Forsyth CHD and ADHD have executed this MOU, in duplicate originals, one of which is retained by each of the parties.

Health Department: Forsyth County Health Department

By: 
Marlon Hunter
Health Director
Forsyth County Health Department

Date: 8/16/16

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Date: _____

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

- (1) Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;

- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Forsyth County Health Department

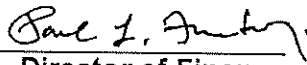
Contractor's Name	
Signature of Contractor's Authorized Agent	Date
Printed Name of Contractor's Authorized Agent	Title
Signature of Witness	Title
Printed Name of Witness	Date

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

9/20/2016

Date


Director of Finance