

FORSYTH COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: OCTOBER 12, 2015 AGENDA ITEM NUMBER: 9

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND GUILFORD COUNTY, ON BEHALF OF THEIR RESPECTIVE PUBLIC HEALTH DEPARTMENTS, FOR THE PROVISION OF SUDDEN INFANT DEATH SYNDROME COUNSELING SERVICES (FORSYTH COUNTY PUBLIC HEALTH DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr. / K.M.H.* DATE: October 7, 2015
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION
OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND
GUILFORD COUNTY, ON BEHALF OF THEIR RESPECTIVE
PUBLIC HEALTH DEPARTMENTS, FOR THE PROVISION OF
SUDDEN INFANT DEATH SYNDROME COUNSELING SERVICES
(FORSYTH COUNTY PUBLIC HEALTH DEPARTMENT)**

BE IT RESOLVED that the Forsyth County Board of Commissioners hereby ratifies and authorizes execution of an interlocal agreement between Forsyth County, on behalf of its Public Health Department, and Guilford County, on behalf of its Public Health Department, for the provision of Sudden Infant Death Syndrome Counseling Services by the Guilford County Public Health Department at a cost of \$200.00 for the period May 1, 2015 through June 30, 2016, pursuant to the provisions of N.C.G.S. 160A-461.

BE IT FURTHER RESOLVED that the Chairman or County Manager and Clerk to the Board, are hereby authorized to execute the said interlocal agreement, on behalf of Forsyth County and its Public Health Department, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if 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, on behalf of its Public Health Department, and Guilford County, on behalf of its Public Health Department, is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 12th day of October 2015.

AGREEMENT FOR SUDDEN INFANT DEATH SYNDROME COUNSELING SERVICES

THIS AGREEMENT is hereby made and entered into as of this 1st day of May, 2015, by and between FORSYTH COUNTY, North Carolina, hereinafter referred to as the "COUNTY," and the GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH, hereinafter referred to as the "PROVIDER," and collectively referred to as the "Parties."

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

I.

The services to be performed by the PROVIDER shall be as follows:

Providing a trained Sudden Infant Death Syndrome (SIDS) counselor to provide counseling services and case coordination for families in Forsyth County that have experienced a fetal death that may be related to SIDS. FORSYTH COUNTY will provide travel reimbursement on a per mile basis at 57.5 cents a mile.

II.

The services of the PROVIDER shall be provided from May 1, 2015, through June 30, 2016, unless sooner amended or terminated by mutual consent of the Parties, or as hereinafter provided that either Party shall have the right to terminate this Agreement upon thirty (30) days notice in writing to the other Party.

III.

As full compensation for the PROVIDER's services, FORSYTH COUNTY agrees to pay the PROVIDER the sum of \$100.00, payable in quarterly (4 monthly) installments, plus mileage in the amount of 57.5 cents per mile. Notwithstanding anything to the contrary herein, the total payments under this Contract are not to exceed ~~\$100.00~~ plus mileage during the period ending June 30, 2016.

\$200.00 mm MBH

IV.

The PROVIDER shall bill FORSYTH COUNTY quarterly for services rendered during the preceding thirty (30) days. FORSYTH COUNTY shall pay all such bills within the following ten (10) days, provided that all elements of the Agreement are satisfactorily met.

V.

The PROVIDER, GUILFORD COUNTY, shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the PROVIDER and either FORSYTH COUNTY or any employee or agent of FORSYTH COUNTY. PROVIDER is an independent contractor and not an employee, agent, joint venture or partner of FORSYTH COUNTY.

The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

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, state, nor payroll tax of any kind shall be withheld or paid by FORSYTH 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 FORSYTH COUNTY.

FORSYTH COUNTY shall not be liable to the PROVIDER for any expenses paid or incurred by the PROVIDER unless otherwise agreed in writing by the Parties.

Neither Party has the authority to enter into Contracts or Agreements on behalf of the other Party.

The PROVIDER, GUILFORD COUNTY, shall maintain, at its sole expense, self-insurance coverage or insurance coverage, proof of which may be provided by PROVIDER to the FORSYTH COUNTY Risk Manager upon request.

VI.

The PROVIDER shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

VII.

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 shall comply with all state, federal, and local laws, rules, and regulations regarding the handling, transport, and disposal of waste or medical products.

It is the expectation of FORSYTH COUNTY that the PROVIDER will comply, and the PROVIDER agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving FORSYTH COUNTY funds, as outlined in the Resolution adopted by the FORSYTH COUNTY Board of Commissioners at its regular meeting on October 23, 2006.

The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina, except that provisions regarding conflicts of laws shall not apply. The Parties agree to comply with applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, FORSYTH COUNTY and the PROVIDER, GUILFORD COUNTY, have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

PROVIDER – GUILFORD COUNTY, on behalf of the GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH

By: J. Dudley Watts, Jr.
J. Dudley Watts, Jr., Forsyth County Manager
Address: 201 North Chestnut Street
Winston-Salem, NC 27101

By: Marty K. Lawing 8-3-15
Marty K. Lawing, Guilford County Manager
Address: 301 West Market Street
Greensboro, NC 27402
Tax Id. No. 56-6000305

ATTEST:

ATTEST:

Forsyth County Clerk to Board

By: Robert B. K...
Guilford County Clerk to Board



(COUNTY SEAL)

(COUNTY SEAL)

FORSYTH COUNTY, on behalf of the FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH

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

By: Marion Hunter 8/11/15
Marion Hunter, Forsyth County Health Director
Address: 799 North Highland Avenue
Winston-Salem, NC 27102

By: N/A
Guilford County Finance Director

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

GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH

Forsyth County Finance Director

By: Merle Green
Merle Green, Guilford County Health Director
Address: 1203 Maple Street
Greensboro, NC 27405



Forsyth County
Department of Public Health

Marlon Hunter BSEH, MAOM
Health Director

Forsyth County Department of Public Health and Guilford County Department of Health and Human Services, Division of Public Health

This Memorandum of Understanding (MOU) Agreement is entered by and between FORSYTH COUNTY, on behalf of the FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH (hereinafter referred to as "NAME OF APPLICANT AGENCY"), and GUILFORD COUNTY, on behalf of the GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH (hereinafter referred to as "PARTNER AGENCY"), for the purpose of complying with the Division of Public Health Maternal Health Agreement Addendum to provide a back-up Sudden Infant Death Syndrome (SIDS) counselor.

The administrator for the **APPLICANT AGENCY** will be Glenda Dancy, Nursing Program Manager/Case Management, 799 North Highland Ave., Winston-Salem, NC, 27101 (phone: 336-703-3198). The administrator for the **PARTNER AGENCY** will be Lisa Alexander, 1100 East Wendover Ave., Greensboro, NC, 27405 (phone 336-641-6130).

This MOU may be terminated by either Party upon at least 30 days' written notice or immediately upon notice for cause. This MOU may be amended, if mutually agreed upon, to change scope and terms of the MOU. Such changes shall be incorporated as a written Amendment to this MOU Agreement.

APPLICANT AGENCY agrees to:

- Provide information on the latest SIDS cases to the administrator within 24 hours of receipt.
- Assist with community resources in Forsyth FORSYTH COUNTY related to bereavement.
- Provide mileage reimbursement at the current rate of 57.5 cents per mile.
- Other applicable responsibilities.

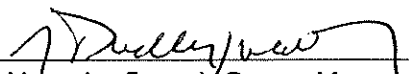
The **PARTNER AGENCY** agrees to:

- Provide a trained SIDS counselor per request.
- Work with APPLICANT AGENCY'S SIDS counselor to coordinate care.
- Assess the referral and respond to family within 72 hours upon receipt of the Other applicable responsibilities


This MOU and Agreement shall begin on May 1, 2015 and end on June 30th, 2016. (MOA will be reviewed annually.)

Forsyth County, on behalf of its Department of Public Health

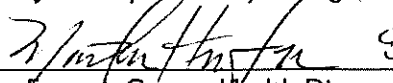
Guilford County, on behalf of its Department of Health and Human Services, Division of Public Health



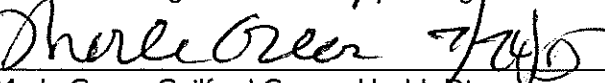
J. Dudley Watts, Jr., Forsyth County Manager Date

 8-7-15

Marty K. Lawing, Guilford County Manager Date

 3/11/15

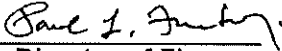
Marlon Hunter, Forsyth County Health Director Date
799 North Highland Avenue
Winston-Salem, NC 27101
336-703-3099



Merle Green, Guilford County Health Director Date
1203 Maple Street
Greensboro, NC 27405
336-641-7777

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

9/23/2016



Date

Director of Finance