

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: JANUARY 23, 2017 AGENDA ITEM NUMBER: 10

**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 DEPARTMENT OF PUBLIC HEALTH)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:**

See attached

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Audrey Catts, Jr.* COUNTY MANAGER DATE: January 18, 2017

**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 DEPARTMENT OF PUBLIC HEALTH)**

**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 Department of Public Health, 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 November 1, 2016 through June 30, 2017, pursuant to the provisions of N.C.G.S. 160A-461.

**BE IT FURTHER RESOLVED** that the Forsyth County 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 Department of Public Health, 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 Department of Public Health, 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 23<sup>rd</sup> day of January 2017.



**GUILFORD COUNTY**  
**OFFICE OF THE COUNTY ATTORNEY**

November 30, 2016

Marlon Hunter  
FORSYTH COUNTY  
799 North Highland Avenue  
Winston-Salem, NC 27102

**Re: Guilford County Contract No. 31500-06/15-318 – amendment 1**

Dear Ms. Hunter:

Please have the enclosed Contracts executed in duplicate as marked and have attested by the Corporate Secretary or witnessed, have the corporate seal affixed (If there is not a corporate seal, please have "No corporate seal exists" written on the signature page of the Contract).

**Mail only the original marked "County" back to my attention for the County's records. The remaining contract is for your record keeping.**

If there are any questions or if I can be of any further assistance to you, please feel free to call me at (336) 641-3853 or e-mail me at [tjohnso4@myguilford.com](mailto:tjohnso4@myguilford.com)

Sincerely,

Tiffany Johnson,  
NC Certified Paralegal

Enclosures

COUNTY

**AGREEMENT FOR SUDDEN INFANT DEATH SYNDROME COUNSELING SERVICES**

THIS AGREEMENT is hereby made and entered into as of this 1st day of November, 2016, 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 54.5 cents a mile.

**II.**

The services of the **PROVIDER** shall be provided from November 1, 2016, through June 30, 2017, 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 and mileage at 54.5 cents a mile. Notwithstanding anything to the contrary herein, the total payments under this Contract are not to exceed \$200.00 during the period ending June 30, 2017.

**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.

VIII

Iran Divestment Act of 2015. Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled “Iran Divestment Act,” each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

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GUILFORD COUNTY CONTRACT NO. 31500-06/15-318 – Amendment 1  
FORSYTH COUNTY (COUNTY)

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

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

ATTEST:

\_\_\_\_\_  
Forsyth County Clerk to Board Date

(COUNTY SEAL)

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

By: Marlon Hunter 12/9/16 Date  
Marlon Hunter  
Forsyth County Health Director  
Address: 799 North Highland Avenue  
Winston-Salem, NC 27102

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

\_\_\_\_\_  
Forsyth County Finance Director Date

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

By: Marty K. Lawing 11-22-16 Date  
Marty K. Lawing  
Guilford County Manager  
Address: 301 West Market Street  
Greensboro, NC 27402  
Tax Id. No. 56-6000305

ATTEST:

Robin B. Keller 11-28-16 Date  
Robin Keller  
Guilford County Clerk to Board

(COUNTY SEAL)

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

By: Merle Green 1/15/16 Date  
Merle Green  
Guilford County Health Director  
Address: 1203 Maple Street  
Greensboro, NC 27405

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

N/A  
N. Reid Baker Date  
Guilford County Finance Director



**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 54.5 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 November 1, 2016 and end on June 30, 2017. (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

\_\_\_\_\_  
Marty K. Lawing, Guilford County Manager      Date 11-22-16

\_\_\_\_\_  
Marlon Hunter, Forsyth County Health Director      Date 12/9/16

\_\_\_\_\_  
Merle Green, Guilford County Health Director      Date 11/15/16

799 North Highland Avenue  
Winston-Salem, NC 27101  
336-703-3099

1203 Maple Street  
Greensboro, NC 27405  
336-641-7777





**GUILFORD COUNTY  
RISK MANAGEMENT  
201 S Greene St  
Greensboro, NC 27402**

September 4, 2015

Forsyth County Department of Public Health  
799 North Highland Ave.  
Winston Salem, NC 27102

Re: Letter of Insurance Coverage for Guilford County

Dear Glenda:

Guilford County is self-funded for all types of insurance including General Liability, Automotive Liability, Medical Malpractice and Professional Liability. The plan covers all Guilford County employees in the performance of their duties and has been in effect since December 1987. The limits are \$5 million per occurrence. In addition we are self-funded for Workers' Compensation up to \$600,000 per claim. We carry excess coverage over \$600,000 per claim with Safety National.

If you have any questions or need additional information, please do not hesitate to call. I may be reached at 641-4766.

Sincerely,

Yvonne Moebs  
Director of Risk Management

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

12/23/2016

**Date**

*Paul L. Finley*

**Director of Finance**