

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

**BRIEFING
DRAFT**

MEETING DATE: January 24, 2019

AGENDA ITEM NUMBER: 8 A+B

SUBJECT: A. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE APPALACHIAN DISTRICT HEALTH DEPARTMENT TO DEVELOP PREVENTION STRATEGIES SURROUNDING NEW AND EMERGING TOBACCO PRODUCTS

B. AMENDMENT TO THE FY 2018-2019 BUDGET ORDINANCE TO APPROPRIATE FUNDS FROM THE APPALACHIAN DISTRICT HEALTH DEPARTMENT (FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

The Forsyth County Department of Public Health received notification of an allocation of \$3,750 from the Appalachian District Health Department, which serves as the lead Region 3 tobacco Prevention agency, to develop strategies to prevent the use of new and emerging tobacco products by youth and people of childbearing age.

Funds may be used to purchase supplies that support evidence based strategies.

Funds associated with this allocation must be spent by May 31, 2019, as they are a part of non-recurring funding from FY 2018-2019 North Carolina Department of Public Health Tobacco Prevention and Control Branch Region 3 allocation.

This item appropriates the funds to Public Health in order to be expended within the timeframe. This item also authorizes execution of the attached Interlocal Agreement with the Appalachian District Health Department to accept the funds and provide the services.

ATTACHMENTS: YES NO

SIGNATURE: _____

COUNTY MANAGER

DATE: _____

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY
AND APPALACHIAN DISTRICT HEALTH DEPARTMENT TO DEVELOP
PREVENTION STRATEGIES SURROUNDING NEW AND
EMERGING TOBACCO PRODUCTS
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

WHEREAS the Appalachian District Health Department has allocated \$3,750.00 to Forsyth County to provide programs to prevent the use of tobacco and electronic cigarettes by youth and people of childbearing age;

BE IT RESOLVED, by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County and the Appalachian District Health Department, 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 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, where applicable, and approval as to form and legality by the County Attorney.

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 interlocal agreement, as necessary, to continue the services during this 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 24th day of January 2019.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and to be effective from an initial term commencing on December 1, 2018, through May 31, 2019, as set forth herein, by and between Forsyth County, hereinafter referred to as the CONTRACTOR, and APPALACHIAN DISTRICT HEALTH DEPARTMENT, hereinafter referred to as ADHD.

WITNESSETH:

THAT WHEREAS the CONTRACTOR and ADHD have agreed to an arrangement to provide services as described below with the intent that ADHD and CONTRACTOR 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 Interlocal Agreement (hereinafter "Agreement");

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:

The North Carolina General Assembly appropriated non-recurring funds in FY17-18 and FY18-19 for youth tobacco use prevention. The budget provides funding to develop strategies to prevent the use of new and emerging tobacco products, including electronic cigarettes by youth and people of childbearing age.

I. ADHD will:

- a) Provide staffing and oversight through the Regional Tobacco Control Manager position. The Regional Tobacco Control Manager will work with each Local Health Department to provide any technical assistance and support needed to carry out performance measures related to this funding.
- b) Submit quarterly progress and outcome reports to the North Carolina Department of Public Health Tobacco Prevention and Control Branch on behalf of Region 3 Local Health Departments.
- c) Manage budgetary responsibilities as the fiscal lead for Region 3 Local Health Departments.

II. CONTRACTOR will:

- a) Develop strategies to prevent the use of all tobacco products, with a focus on new and emerging tobacco products, including electronic cigarettes, by youth and people of childbearing age.
- b) Work within the scope and deliverables outlined in the Agreement Addendum, which are as follows:

- a. Provide consistent and evidence-based messages about the health risks of all tobacco product use, including new and emerging tobacco products, such as e-cigarettes, cigars, little cigars, and hookah and exposure to secondhand smoke and aerosol from e-cigarettes and other tobacco products.
 - b. Educate parents, teachers, coaches, college-aged young people, civic and community leaders, dental and health care professionals, public health, mental health and substance abuse prevention professionals, and other influencers of youth about the risks of all tobacco product use, including e-cigarettes, among youth and young adults.
 - c. Engage diverse adult influencers of youth and youth leaders, such as parents, teachers, coaches, college-aged young people, civic and community leaders, dental and health care professionals, public health, mental health and substance abuse prevention professionals, and other influencers of youth, including but not limited to those recruited by Youth Empowered Solutions (YES!) who will be a contractor to provide training and technical assistance.
 - d. Work with the TPCB, YES! and research partners to test messages with the purpose of building knowledge about and support for high-impact media campaigns to educate adult influencers, young people, the public, and civic and community leaders about the consequences of emerging tobacco product use, such as e-cigarette, cigar and hookah use, among youth and young adults.
 - e. Promote comprehensive tobacco-free environments, including e-cigarettes and other emerging tobacco products, for:
 - i. childcare centers
 - ii. schools
 - iii. community colleges and universities
 - f. Ensure that tobacco-free schools policies are being implemented effectively to prohibit all tobacco product use, including e-cigarettes and other emerging tobacco products.
 - g. Work with community partners in substance use prevention on educational efforts to reduce youth access to all tobacco products, including e-cigarettes, cigars, little cigars, and hookah in retail settings.
 - h. Ensure that youth and young adults who use tobacco products receive tailored tobacco use cessation messages and utilize QuitlineNC services.
 - i. Work with schools to promote available best practice interventions and curriculum for tobacco use prevention and the risks of e-cigarette use.
- c) Work with local School Health Advisory Councils (SHACs) or other community based coalitions
 - d) Submit data to the Regional Tobacco Control Manager for reporting purposes. The Local Health Department may select which performance measures to work on. Performance measures/reporting requirements are as follows:
 - a. **Performance Measure #1:** Evidence that staff provided consistent and evidence-based messages about the health risks for all tobacco product use. This includes new and emerging tobacco products, such as e-

- cigarettes, cigars, little cigars, and hookah, and exposure to secondhand smoke and aerosol from e-cigarettes and other tobacco products.
- b. **Performance Measure #2:** Number and names of organizations of influencers of youth and young adults educated about the health risks of all tobacco product use. This includes organizations that represent parents, teachers, coaches, civic & community leaders, dental and health care professionals, public health, mental health and substance abuse prevention professionals.
 - c. **Performance Measure #3:** Number and names of organizations of influencers of youth and young adults that become actively engaged in the Regional/Local coalitions. This includes organizations that represent parents, teachers, coaches, civic & community leaders, dental and health care professionals, public health, mental health and substance abuse prevention professionals.
 - d. **Performance Measure #4:** Report new regulations or policies adopted and implemented that eliminate exposure to secondhand smoke, e-cigarette use, and all tobacco use in government buildings, grounds, and public places; colleges and community colleges; multiunit housing; and workplaces.
 - e. **Performance Measure #5:** Evidence of promotion of compliance with tobacco-free schools law; tobacco-free child care center rules; tobacco free campuses. Evidence of promotion of tobacco-free environments 24 hours a day, 7 days a week, for home-based childcare centers, and community colleges, colleges and universities that have not yet gone tobacco-free to the full extent allowed by law.
 - f. **Performance Measure #6:** Evidence of educational efforts to reduce youth access to all tobacco products, including e-cigarettes, cigars, little cigars, and hookah in retail settings. Evidence that this is done in coordination with substance abuse prevention coalitions.
 - g. **Performance Measure #7:** Evidence of work with schools and school systems to promote emerging best practice interventions (including but not limited to curricula) for tobacco prevention and the risks of emerging tobacco products, including e-cigarettes.

III. ADHD will pay CONTRACTOR for services rendered as follows: \$3,750 for December 1, 2018, through May 31, 2019.

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

V. Both parties to this Agreement 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).

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 Agreement.

VI. It is understood and agreed between the CONTRACTOR and ADHD that the payment and/or services specified in this Agreement, 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 Agreement and/or availability of appropriate staff to provide designated services.

VII. Both parties to this Agreement 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. Jennifer Greene, Health Director of ADHD, is designated as the Contract Administrator under this Agreement.

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

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

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

XII. This Agreement supersedes any prior or contemporaneous oral or written agreement, and all other communications between the parties relating to such subject matter. This Agreement may not be amended, changed, modified, altered, or terminated except in writing and with the same formality as this Agreement is executed.

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

Forsyth County

By: _____

Dudley Watts
Forsyth County Manager

Date: _____

By: Jennifer Greene _____

Jennifer Greene MPH
Health Director/CEO
Appalachian District Health Department

Date: 12/18/18 _____

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

Angela R. Poole 12/18/18
Angela R. Poole, ADHD Finance Officer Date