

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

BRIEFING DRAFT

MEETING DATE: October 22, 2020

AGENDA ITEM NUMBER: \_\_\_\_\_

9

**SUBJECT:** RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND WILKES COUNTY TO PROVIDE A1C SCREENING FOR THE MINORITY DIABETES PREVENTION PROGRAM (FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)

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

### SUMMARY OF INFORMATION:

The Forsyth County Department of Public Health serves as the region 3 Minority Diabetes Prevention Program coordinator for surrounding counties. In partnership with the Wilkes Health Department, the Forsyth County Health Department provides MDPP classes at the Health Foundation in North Wilkesboro for Wilkes County residents.

As part of the program requirements, A1C screening must be performed on each participant at the beginning, midway, and the end of the MDPP program. This agreement is for Wilkes County to provide A1C screenings for program participants in the MDPP program. The total payments under the agreement shall not exceed \$805, which will come from State MDPP funding provided to Forsyth County as Region 3 coordinator.

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_

COUNTY MANAGER

DATE: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT  
BETWEEN FORSYTH COUNTY AND WILKES COUNTY TO PROVIDE A1C SCREENING  
FOR THE MINORITY DIABETES PREVENTION PROGRAM (FORSYTH COUNTY  
DEPARTMENT OF PUBLIC HEALTH)**

**WHEREAS** the Forsyth County Department of Public Health is the Region 3 coordinator for the Minority Diabetes Prevention Program (MDPP);

**WHEREAS** in partnership with the Wilkes County Health Department, Forsyth County conducts MDPP classes at the Health Foundation in North Wilkesboro;

**WHEREAS** the MDPP program requirements include each participant receive an A1C screening at the beginning, midway, and end of the program;

**WHEREAS** the Wilkes County Health Department has agreed to conduct the screening for each MDPP participant at a rate of \$7.00 per screen and up to a total compensation of \$805, which will come from State MDPP funding provided to Forsyth County as Region 3 coordinator;

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached interlocal agreement with Wilkes County, 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. The original contract is incorporated herein by reference; and

**BE IT FURTHER RESOLVED**, that this resolution ratifying the interlocal agreement between Forsyth County and Wilkes County is hereby spread upon the meeting minutes for the Forsyth County Board of Commissioners.

Adopted this 22nd day of October 2020.

## STATE OF NORTH CAROLINA

## AGREEMENT

### FORSYTH COUNTY

THIS AGREEMENT, made and effective this 1st day of August 2020, by and between Forsyth County, North Carolina (the "County"), and Wilkes County the ("Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Provider hereby agree as follows:

- 1. Services.** The Provider shall perform A1C screening tests for the Wilkes County North Carolina Minority Diabetes Prevention Program (NC MDPP) participants. The Provider must conduct A1C screenings for each participant at enrollment (week 1), mid-way (week 16) & at program end (week 26) at no charge to the enrollee. The A1C screening results will be communicated to the NC MDPP Region 3 Coordinator. They will only be used for confidential program purposes & will be in compliance with HIPAA standards and guidelines.
- 2. Term.** The services of the Provider shall begin on August 01, 2020 and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2021.
- 3. Compensation.** As full compensation for the Provider's services, the County agrees to pay the Provider a fee of \$7.00 per each A1C screening test. The Provider shall send the County monthly invoices for services rendered during the preceding 30 days. The County shall pay all such bills within the following 15 days provided all elements of the Agreement are satisfactorily met. Total payments under this contract are not to exceed \$805.00.
- 4. Independent Contractor.** 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, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. 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 comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. 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 Provider has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Grantee for any expenses paid or incurred by the Provider unless otherwise agreed in writing. 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.

**5. Indemnification.** The Provider agrees to indemnify, defend, and 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 relating to this Agreement or services provided pursuant to it.

**6. Insurance.** The Provider shall maintain, at its sole expense, insurance coverage as required by the Forsyth County Risk Manager.

**7. County Property.** Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

**8. Notice.** All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:  
Ashton Putnam  
Coordinator Health Services  
putnamal@forsyth.cc

For the Provider:  
Chad Shore  
306 College Street, Wilkesboro, NC 28697  
cshore@wilkescounty.net

**9. Assignment.** The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

**10. Waiver.** No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

**11. Governing Law.** This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

**12. Nonappropriation.** Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.

**13. Survival of Provisions.** All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

**14. Modification.** This Agreement may only be modified in writing and signed by both the Provider and by the County Manager or other authorized County official.

**15. Conflict with Attachments.** In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

**16. Miscellaneous.** The Provider shall comply with all applicable laws and regulations including but not limited to 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 and all federal immigration laws in its hiring and contracting practices. 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 newly 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. Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

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

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: \_\_\_\_\_  
J. Dudley Watts, Jr, County Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ashleigh M. Sloop, Clerk to the Board

Date: \_\_\_\_\_

Public Health Director

By: \_\_\_\_\_  
Joshua Swift

Date: \_\_\_\_\_

PROVIDOR

(SEAL)

By: Rachel Willard

Printed Name: Rachel Willard  
Title: Health Director/CEO  
Date: 8-13-2020