

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 **Yadkin County Human Services Agency**, hereinafter referred to as the **Yadkin CHSA**, and **APPALACHIAN DISTRICT HEALTH DEPARTMENT**, hereinafter referred to as **ADHD**.

February 6th, 2017 GM

WITNESSETH:

THAT WHEREAS, the Yadkin CHSA and ADHD have agreed to an arrangement to provide services as described below with the intent that ADHD and Yadkin CHSA 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.

*K. Scope of work j) provide detailed invoice of services rendered. R/H
Contained in but no more than \$2,362 for this term. R/H
Bhdst A.*

II. The Yadkin CHSA will pay ADHD for services rendered as follows: \$6,000 *accordingly,*
but no more than \$2,362 for this term. R/H

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 Yadkin CHSA 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 Yadkin CHSA as "Contractor" which is made a part of this MOA and is incorporated herein by reference.

VI. It is understood and agreed between the Yadkin CHSA 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 Yadkin CHSA shall operate as an independent contractor and not as an employee of ADHD, and that ADHD shall not be responsible for any of the Yadkin CHSA's acts or omissions. The Yadkin CHSA agrees to indemnify and hold ADHD harmless from and against any and all claims made for acts or omissions of the Yadkin CHSA. The Yadkin CHSA further agrees to carry adequate malpractice and liability insurance in Yadkin CHSA's name and at Yadkin CHSA'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 Yadkin CHSA and ADHD have executed this MOU, in duplicate originals, one of which is retained by each of the parties.

Health Department: Yadkin County Human Services
Agency

By:

Kim Harrell
Director
Yadkin County Human Services Agency

Date:

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

Bv

Davy Grace

Digitally signed by Gary
DN: cn=Gary, o=Finance, ou=Yadkin Co,
email=ggroce@yadkincountync.gov,
c=US

Date:

2016-17

By: Beth Lovette

Beth G. Lovette, RN, BSN, MPH

Health Director

Appalachian District Health Department

Date: 11/01/16

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

Angela R. Poole 11/3/16
Angela R. Poole, ADHD Finance Officer Date

EXHIBIT A

Northwest Partnership for Public Health

Serving Alleghany, Ashe, Davidson, Davie, Forsyth, Stokes, Surry, Watauga, Wilkes and Yadkin Counties

The Northwest Partnership for Public Health (NWPPH) is a collaborative partnership to improve the public's health through combined experience, expertise, and resources of the region's local health departments. This partnership acts as a foundation for regional solutions to the public health challenges in North Carolina's Northwest counties. As more projects move regionally, this partnership has been instrumental in ensuring positive health outcomes are achieved together to protect and support the well-being of our communities.

The NWPPH is coordinated by a dedicated position (funded at 50%) to ensure public health regional services are effectively led and organized for the region, in order to produce positive and impactful outcomes. This position is responsible for overall communication and coordination of NWPPH and regional activities. These activities, programs, and efforts include the following:

1. **Administrative Support** – Meeting organization, agenda development, minutes, coordination of guest speakers at meetings, meeting notices, etc. NWPPH meets monthly.
2. **Budget Management** – Prepare annual budget for review, track revenue and expenditures, maintain financial accountability and provide fiscal reports at meetings and/or as requested.
3. **Report & Survey Development** – Prepare narrative or statistical reports and surveys in coordination and by direction of the NWPPH.
4. **Planning, Managing & Coordination of Activities** - Manage activities of the NWPPH as directed by the health directors, including project action steps and timelines, etc. Coordinate the activities of NWPPH members, consultants and others in order to achieve NWPPH goals and objectives for Region 3. Identify and secure external funding and/or grant opportunities for the sustainability of NWPPH activities and the implementation of program plans as directed by the health directors.
5. **Co-Leading Patagonia Health Clinical & Billing User Groups** - Co-lead both groups for local health departments in North Carolina who currently have Patagonia Health as their electronic medical record vendor. The purpose of these groups is to streamline and prioritize issues related to clinical and billing aspects within Patagonia Health and serve as a networking opportunity for local health departments. Support these groups by recording and distributing minutes, coordinating meeting schedules, and communicating with Patagonia Health staff as needed to ensure meetings are effective. Coordinate and deliver reports to Region 3 Health Directors of any progress and necessary updates.
6. **Supervision of Regional Projects & Staff** - Directly supervise and provide leadership to regional projects as directed by the health directors for Region 3.

These regional projects include:

- Active Routes to School (ARTS) – To learn more about ARTS, visit this website: www.communityclinicalconnections.com/What_We_Do/Active_Routes_To_School/index.html
- Northwest Tobacco Prevention (NWTP) - To learn more about NWTP, visit this website: www.tobaccopreventionandcontrol.ncdhhs.gov/about/localtpcgroups.htm

- Regional Accreditation Collaborative – Coordinate and facilitate this collaborative group made up of Local Health Department Agency Accreditation Coordinators. This group meets monthly and acts as a learning and networking opportunity.

Will work with regional staff (ARTS & NWTP) to deliver project updates at the NWPPH monthly meetings. Provide personnel supervision and support to staff in their efforts to carry out set deliverables. Attend meetings related to the projects as needed. Review expense reports to ensure accuracy. Ensure expenditure deadlines are met in accordance with funding guidelines. Assure program deliverables are met to the satisfaction of the local, regional, state, and/or federal funding or partnership applicable to each project.

RFP Number (if applicable): _____

Name of Vendor or Bidder: Appalachian District Health Department

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Beth Lovette 10/03/2016
Signature Date
Beth Lovette Health Director
Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.