

## APPALACHIAN DISTRICT HEALTH DEPARTMENT

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### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and to be effective December ~~XXXXXX~~ 1, 2017 through June 30, 2018 as set forth herein, by and between **Yadkin County Human Services Agency**, 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 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. Coordination and Administrative Support Position**

Effective ~~October 1, 2017~~, the coordination and administrative support position provided by ADHD for the Northwest Partnership for Public Health (NWPPH) will no longer be provided. These responsibilities (specifically meeting and logistical support) will now be provided by the Davidson County Health Department. The Davidson County Health Department will invoice ADHD for services rendered including staff and travel time.

#### **Youth Tobacco Funds**

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.

II. ADHD will pay CONTRACTOR for services rendered as follows for the Youth Tobacco Funds: \$3,804 for ~~September~~ December 1, 2017 through May 31, 2018.

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

VI. It is understood and agreed between the CONTRACTOR 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 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 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 CONTRACTOR and ADHD have executed this MOU, in duplicate originals, one of which is retained by each of the parties.

LEGAL:  
ENTITY: **YADKIN COUNTY**  
**Lia Shypes**  
**County Manager**

Health Department: Yadkin County Human Services Agency

By: Kim Harrell  
**Kim Harrell**  
Director  
Yadkin County Human Services Agency

Date: 11/6/17

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

By: Lindsey Cearlock  
**Lindsey Cearlock**  
Digitally signed by Lindsey Cearlock  
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance,  
email=lcearlock@yadkincountync.gov, c=US  
Date: 2017.12.01 08:07:53 -05'00'

Date: 12/01/2017

By: Beth G. Lovette  
**Beth G. Lovette, RN, BSN, MPH**  
Health Director  
Appalachian District Health Department

Date: 11/02/17

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

Angela R. Poole 11/21/17  
Angela R. Poole, ADHD Finance Officer Date