



GUILFORD COUNTY CONTRACT NO. 90007246
Agreement Between
GUILFORD COUNTY ON BEHALF OF THE GUILFORD COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES –
DIVISION OF PUBLIC HEALTH,
And
ORANGE COUNTY ON BEHALF OF ORANGE COUNTY
DEPARTMENT OF PUBLIC HEALTH

Article I. Overview.

Section 1.1. Parties. THIS CONTRACT is hereby made, entered into, and effective as of June 1, 2025, by and between GUILFORD COUNTY ON BEHALF OF THE GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIVISION OF PUBLIC HEALTH, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and ORANGE COUNTY ON BEHALF OF ORANGE COUNTY DEPARTMENT OF PUBLIC HEALTH, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “ORANGE,” and also collectively referred to as the “Parties.”

Section 1.2. Source of Revenue. Each of the following Counties: Alamance, Caswell, Chatham, Durham, Orange, Person, Randolph, and Rockingham herein referred to as the “Region 5”, will contribute an agreed upon amount of the Workforce Development Fund attached hereto as Attachment A. ORANGE will contribute the amount of **eleven thousand, five hundred, thirty-four dollars (\$11,534.00)**.

Section 1.3. Purpose. The Region 5 ARPA Public Health Workforce Development initiative aims to strengthen Public Health capabilities through targeted training and professional development opportunities. By collaborating and sharing resources, Region 5 Counties will enhance the skills and effectiveness of Public Health professionals while ensuring the responsibilities and transparent use of Workforce Development funds.

Section 1.4. Term. This Agreement shall govern the performance of the parties for the period June 1, 2025 (the “Effective Date”) through May 31, 2026 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”) with one (1) option to extend for a one (1) year renewal at the same pricing and terms and conditions upon mutual written agreement of both Parties.

Article II. Scope of Funded Activities.

Section 2.1 Scope of Services. As the lead for Region 5 ARPA Public Health Workforce Development, the COUNTY will retain fiduciary responsibility for Workforce Development funds allocated to participating Counties within the region. The Counties included in Region 5 are Alamance, Caswell, Chatham, Durham, Orange, Person, Randolph, and Rockingham. Each County will contribute funding to support staff training and education through the Public Health Workforce Development facilitated by the COUNTY, focusing on Public Health Foundational Capabilities.

Section 2.2 Guilford County Responsibilities.

1. **Fiduciary Oversight:** Ensure the fair and equitable distribution of funds to support the Workforce Development initiatives.
2. **Financial Management:** Maintain a financial record related to all transactions with funds received pursuant to this Agreement in accordance with general accepted accounting principles and practices.
3. **Regional Director:** Maintain a Regional Director whose role is to oversee the administration and implementation of the Workforce Development fund. The salary for this position is funded by the State Consolidation Grant under the Regional Foundational Capabilities fund.
4. **Financial Administration:**
 - a. Submit itemized invoices monthly for reimbursement of trainings to include training materials and services provided to the Region 5.
 - b. Bill each participating County monthly for their allocated portion of Workforce Development resources and expenditures.
5. **Training Implementation:** Facilitate training sessions, professional development programs, and workforce resources aimed at increasing the capacity of Public Health staff.
6. **Program Evaluation:** Conduct ongoing assessments to measure the effectiveness and impact of the Workforce Development initiatives.

Section 2.3. ORANGE County Responsibilities.

1. **Funding Contribution:** Contribute funding to be used exclusively for the Workforce Development initiatives within the Region 5. The allocation amount for ORANGE is **\$11,534.00** dollars.
2. **Training Participation:** Support the engagement of staff in training and professional development opportunities facilitated through the Public Health Workforce Development funded by the Region 5 collaboration.
3. **Strategic Planning:** Actively participate in strategic planning and implementation of Workforce Development programs for the Region.
4. **Evaluation and Feedback:** Engage in the assessment process to ensure the training and professional development opportunities meet workforce needs.
5. **Reimbursement Process:** Reimburse COUNTY for costs actually incurred and paid by the COUNTY for approved activities under this agreement not to exceed the amount of \$11,534.00 upon receiving a monthly itemized invoice within thirty (30) days of receipt of approved invoice.

Article III. Compliance with Grant Agreement and Applicable Laws.

Section 3.1. General Compliance. ORANGE shall perform all approved activities funded by this Agreement in accordance with this Agreement, and all applicable federal, state, and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from ORANGE's current policies and practices. Guilford County may assist ORANGE County in complying with all applicable requirements. However, ORANGE County remains responsible for ensuring its compliance with all applicable requirements.

Section 3.2. Equal Opportunity & Other Requirements. To the extent applicable, ORANGE shall comply with the requirements in this section.

Civil Rights Laws. ORANGE shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Disability Protections. ORANGE shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. ORANGE shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. ORANGE shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section 3.3. Federal Funding & Uniform Guidance. The Parties acknowledge that the source of the funds to be provided by Guilford County under this Agreement are Guilford County general funds, as stated in Section 1.2, and not federal funds. Nonetheless, the ORANGE agrees that, if it utilizes federal funding in the performance of this Agreement, the ORANGE shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS' regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference. Section. 5.4.

Article IV. Breach and Termination.

Section. 4.1. Termination for Cause. Guilford County may terminate this Agreement for cause after three (3) days written notice. Cause may include lack of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement and shall be determined in Guilford County's sole discretion.

Section. 4.2. Termination by Mutual Agreement. Guilford County and Orange County may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The Termination will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Section 7.4. Breach. If, through any cause, ORANGE County shall fail to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than thirty (30) days after Guilford County has notified ORANGE County of such breach, in addition to the right to terminate the Agreement upon notice to ORANGE County, Guilford County shall have all legal, equitable, and administrative rights available under applicable law. The filing of a petition for bankruptcy by ORANGE County shall constitute an act of breach under this Agreement. This section shall not limit any other rights or remedies provided to Guilford County under this Agreement or available to Guilford County under applicable law.

Article V. General Conditions.

Section. 5.1. Indemnification. To the extent permitted by law, ORANGE County agrees to indemnify and hold harmless Guilford County, and each of its officers, agents and employees, from any claims of third parties arising out of any act or omission of ORANGE in connection with the performance of this Agreement (including, without limitation, attorney's fees and other costs of defense with respect to such claims). This provision shall survive the expiration or termination of this Agreement. Guilford County shall have all legal, equitable, and administrative rights available under applicable law.

Section 5.2. Amendments. The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

Section 5.3. Notices. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Victor Isler, Assistant Guilford County Manager
GUILFORD COUNTY
P.O. Box 3427 (zip code 27402)
301 West Market Street
Greensboro, NC 27401

ORANGE COUNTY ON BEHALF OF ORANGE COUNTY
DEPARTMENT OF PUBLIC HEALTH
Attention: Quintana Stewart
PO BOX 8181
Hillsborough, NC 27278
qstewart@orangecountync.gov

Section 5.4. Severability. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

Section 5.5. Force Majeure. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof.

Section 5.6. Headings/Titles/Wording. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face type-style of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

Section 5.7. Entire Agreement. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

Section 5.8. Jurisdiction. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. ORANGE will comply with bid restrictions, if any, and 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.

Section 5.9. Interlocal Agreement. In accordance with N.C.G.S. Chapter 160A, Art. 20, Part 1, in addition to its execution, this Agreement's effectiveness requires approval by Orange County and Guilford County's governing boards. Services of all personnel needed to carry out the Approved Activities shall be contracted for or provided in accordance with and as reasonably necessary to perform the interlocal agreement referenced in the foregoing Sec. 1.5.

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

**GUILFORD COUNTY ON BEHALF OF
THE GUILFORD COUNTY DEPARTMENT
OF HEALTH AND HUMAN SERVICES -
DIVISION OF PUBLIC HEALTH**

**ORANGE COUNTY ON BEHALF OF
ORANGE COUNTY DEPARTMENT
OF PUBLIC HEALTH**

Victor Isler
Assistant Guilford County Manager

Date:_____

ATTEST:

Travis Myren
Orange County Manager

Date:_____

ATTEST:

Robin B. Keller
Guilford County Clerk to Board
Date:_____

Witness
Print Name: _____
Date:_____

Anita Ramachandran
Guilford County Interim Department Director / Designee
Date:_____

ATTACHMENT A

Proposed Funding Contributions by County 2024-2027					
County	Total CDC Funds Received	FY24-25 Contribution**	Proposed FY25-26 Contribution	Proposed FY26-27 Contribution	Total Contribution over 3 years
Alamance	\$ 505,781	-	\$ 15,173	\$ 15,173	\$ 30,347
Caswell	\$ 141,559	-	\$ 4,247	\$ 4,247	\$ 8,494
Chatham	\$ 237,243	-	\$ 7,117	\$ 7,117	\$ 14,235
Durham	\$ 862,450	-	\$ 25,874	\$ 25,874	\$ 51,747
Guilford*	\$ 1,413,671	-	\$ -	\$ -	\$ -
Orange	\$ 384,477	-	\$ 11,534	\$ 11,534	\$ 23,069
Person	\$ 180,796	-	\$ 5,424	\$ 5,424	\$ 10,848
Randolph	\$ 447,563	-	\$ 13,427	\$ 13,427	\$ 26,854
Rockingham	\$ 311,784	-	\$ 9,354	\$ 9,354	\$ 18,707
Total	\$ 4,485,324	-	\$ 92,150	\$ 92,150	\$ 184,299

*Note: Guilford's contribution will go to cover excess salary/fringe not covered by AA118 funding

**Funds above are just for operating and regional training/resources

Expense	Annual Budget	
	FY24-25*	FY25-26
Salary/Fringe*	covered by Guilford/A	covered by Guilford/ A120
Operating	\$ 10,000	\$ 10,000
Regional Training/Resource	\$ 82,150	\$ 82,150
Total	\$ -	\$ 92,150

*Will depend on how much carries over from FY23-24. Current estimate around \$300,000

ATTACHMENT B

Region 5 Objectives and Goals

for

Fiscal Year 2025 - 2026

1. Provide workforce development opportunities for our Region 5 Public Health staff focused on growing professional and leadership skills to improve services, boost job satisfaction, and retain staff.
 - a. Provide 10+ trainings to improve confidence and competence in communication, leadership and writing skills; legal and organizational development knowledge
 - b. Provide a 2-day retreat to create connections with staff from each Region 5 county, share resources and increase knowledge in leadership
 - c. Provide 2 overnight retreats to staff from all counties in the region to give opportunities to connect, refresh and learn new skills
 - d. Implement interviews at a regional level to learn what employees need and like
 - e. Implement a follow up survey to trainings to learn about skills being used and knowledge acquired
2. Create partnerships and share resources to provide Region 5 with expertise, data-driven strategies and evidence-based practices that will keep Region 5 at the forefront of Public Health.
 - a. Create an asset map of current community partnerships with each county (i.e. coalitions, universities, community colleges, non-profits). Goal is to make sure each county in the Region 5 has access to community partners and then create a model, implement plan
 - b. Establish relationship with UNC-G and UNC-CH Public Health to start relationships with students and recent graduates
 - c. Establish relationships with community colleges based on relevant programming
 - d. Complete the resources section on the Region 5 website for each type of service provided, to inform the public about Public Health services that are provided; load the career videos on the website.
3. Support sharing of resources and expertise to provide our region with expertise, data-driven strategies and evidence-based practices that will keep our region at the forefront of Public Health
 - a. Monthly meetings with Public Health directors to share resources and ideas
 - b. Update website to include shared resources for staff
 - c. Create/share templates and resources, especially accreditation, job descriptions (i.e. opioid), stay interviews, best practices, preparedness
4. Elevate Public Health and provide clarity on the role of local Public Health departments to communities and staff
 - a. Utilize current resources (Arclet, We are NC Public Health and other state resources)
 - Website - Use Public Information Office (PIO) staff to create videos and publish on website