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## MDPP ADMINISTRATIVE AGREEMENTS – GUILFORD COUNTY

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THIS AGREEMENT is hereby made, entered into and effective as of this 1<sup>st</sup> day of July, 2019, by and between GUILFORD COUNTY, on behalf of its Department of Health and Human Services, Division of Public Health, hereinafter referred to as the “Guilford County” and ALAMANCE COUNTY HEALTH DEPARTMENT, hereinafter referred to as “Alamance County” or “Alamance County Health Department” and also collectively referred to as the “Parties”.

### 1. PURPOSE

The Division of Public Health allocated Minority Diabetes Prevention Program (MDPP) funding to Region V for the purpose of establishing an evidenced-based diabetes prevention program targeting minority populations within the nine (9) county region.

The goal of the MDPP funding is to 1) to implement a prediabetes and diabetes prevention awareness and marketing campaign in minority communities, 2) to provide community screening for prediabetes and referrals to diabetes prevention lifestyle classes and diabetes self-management programs, and 3) to offer CDC Lifestyle classes “Prevent T2” and its Spanish-language equivalent to minority communities.

The purpose of this Agreement is for the parties to develop and maintain a relationship that will allow each party to engage in the Minority Diabetes Prevention Program (MDPP) funding. The parties hereby agree to jointly enter into this Agreement for the administrative coordination and financial support for the implementation of MDPP. Alamance County through its Health Department shall act as an Administrator and will serve as a MDPP participant and fiscal agent, respectively, for Region 5 County Health Departments (Rockingham, Caswell, Person, Orange, Randolph, Durham, Guilford and Chatham counties) in regards to MDPP.

### 2. SERVICES

The services to be provided will begin June 1, 2019 and continue until May 31, 2020. All services will be provided in a professional, competent and workmanlike manner.

Alamance County, is responsible for the following:

1. Serve as the fiduciary agent for MDPP Region V funding including budgeting funds and working with local health directors to establish allocations to local health departments and/or community organizations
2. Submit plans, reports, and budget to the NC Division of Public Health contact
3. Identify an internal lead to oversee the Agreement Addenda
4. Contract for a Regional Coordinator to implement the deliverables as detailed in the Agreement Addenda
5. Lead the regional collaborative via the Regional Coordinator and internal lead
6. Execute all other major duties as defined by the lead agency in the Agreement Addenda (Appendix A)

Guilford County shall:

1. Designate a County contact to serve a liaison for the MDPP program. This liaison will serve on the regional collaborative.
  2. Submit a budget for allocated MDPP funds in accordance with acceptable expenditures as defined in the Agreement Addenda Section VI: Funding Guidelines or Restrictions
  3. Identify staff and/or community partner(s) to be trained as coach(es).
    - a. Newly trained staff shall submit a copy of documentation that training has been completed to the Regional Coordinator.
    - b. Newly identified coaches shall participate in weekly coaching calls with the Regional Coordinator.
  4. Participate in a minimum of 50% of the regional collaborative meetings.
  5. Work with regional coordinator to coordinate at least one community screening events.
  6. Implement and provide lifestyle coaching classes for referred individuals.
    - a. Coaches shall fulfill the requirements as outlined in the MDPP Agreement Addenda Section 3 subpart (b) located in Appendix A of this agreement.
    - b. Class shall be implemented and conducted with fidelity including but not limited to accurate monitoring of participants.
    - c. Participating counties shall be placed on a Plan for Improvement if identified as not complying with the fidelity of the model as determined by the Regional Coordinator, Lead Health Director and/or Division of Public Health Program Coordinator. The plan will include strategies for success and expected outcomes for improvement period. Failure to comply with fidelity or plan for improvement may result in the loss of funds.
3. **BUDGET** - Region 5 will receive \$230,105.00 through the MDPP funding beginning June 1, 2019 and ending May 31, 2020. Funds are recurring annually, dependent on the availability of funding. Funds will be distributed within Region 5 according the agreement addenda, Appendix A. Guilford County will receive at least \$20,667.00 to implement the MDPP program in the community.

Guilford County shall prepare an allocation expenditure budget by July 31, 2019. Upon receipt of proposed budget and subsequent approval of proposed budget, Alamance County will release funds to Guilford County for use. Acceptable expenditures for the allocation to Guilford County must meet the requirements set out by the Agreement Addenda in Section VI and may include:

- Salary and fringe benefits for staff
- Program supplies (including books, manuals, food, etc)
- Participant incentives
- Equipment
- Training
- Travel for staff

- Media and Communications (including flyers, brochures, etc)

Guilford County is responsible for purchase of all items included in the submitted budget. Guilford County shall follow and abide by fiscal accounting policies and maintain records of expenditures in the event of an audit. Any changes to the budget once approved shall require notification to the Alamance County Health Department liaison and an amended budget to reflect changes.

4. **SPACE/LOCATION** – Alamance County Health Department will provide space for the lead agency liaison and appropriate space for regional coordinator, as needed. Each local agency is responsible for providing or coordinating space, as needed, to identified life style coaches in their counties.
5. **ASSURANCE** – All parties listed herein agree to follow all federal, state and local employment law to assure the appropriate treatment of staff hired through this Contract.
6. **TERM AND TERMINATION** – This Contract may continue annually, contingent on the availability of funding. Contracts will be reviewed and signed each year of funding. Should funds or other financial support for this program become unavailable, any party may cancel their involvement in this Contract arrangement with a thirty (30) day written notice to each party's identified representative as listed in this document. Also, any party may terminate their participation in this Contract for any reason and without penalty upon thirty (30) days written notice to all other parties.
7. **AMENDMENT** - The terms of this Contract may only be modified or amended with a written Contract Amendment executed by the parties.
8. **NOTICES** – Written notices are required to be mailed to all parties by being sent to the attention of the contact persons listed herein:

**GUILFORD COUNTY, on behalf of its'**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF PUBLIC HEALTH**  
Attention: Marty K. Lawing  
Guilford County Manager  
P.O. Box 3427  
Greensboro, NC 27402

**With a Copy to:**  
**GUILFORD COUNTY HEALTH DEPARTMENT**  
Attention: Merle Green, Health Director  
1203 Maple Street  
Greensboro, NC 27405  
Phone: 336-641-3288  
Email:mgreen@guilfordcountync.gov

**ALAMANCE COUNTY HEALTH DEPARTMENT**

Attention: Stacie Saunders, Health Director

319 N. Graham Hopedale Rd. Suite B

Burlington, NC 27217

Phone: 336-513-5514

Email: [Stacie.Saunders@alamance-nc.com](mailto:Stacie.Saunders@alamance-nc.com)

9. **INDEPENDENT CONTRACTOR** – The parties shall operate as independent contractors for all purposes. Without waiving sovereign immunity, the parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all damages proximately caused by their individual acts or omissions.
10. **WAIVER** - No party's failure to insist on enforcement of any rights under this Contract at any time or for any period of time shall be deemed waiver of those rights. The waiver by any party to this Contract of a breach of any provision hereof shall not operate or be construed as a waiver of any subsequent breach.
11. **HEADINGS** - The headings set forth in this Contract are for convenience only and shall not in any way affect the substance of any provisions contained in this Contract.
12. **SEVERABILITY** - The provisions of this Contract are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision or other provisions may be invalid or unenforceable in whole or in part.
13. **GOVERNING LAW AND VENUE** – This Contract shall be governed by the laws of the State of North Carolina. Venue shall be proper and shall lie exclusively in the Superior Court of Alamance County North Carolina.
14. **ENTIRE CONTRACT** - This Contract, including Exhibits and/or Attachments, if any, sets forth the entire agreement between the parties with respect to the subject matter hereof. All prior conversations or agreements, whether written or oral among the parties hereto or their representatives are merged within and extinguished. Except as provided herein, no modification hereof shall be binding upon the parties unless the same is in writing and signed by all.

IN WITNESS WHEREOF the parties have set their hands and seals as of the day and year written above.

GUILFORD COUNTY, on behalf of its'  
DEPARTMENT OF HEALTH AND HUMAN  
SERVICES DIVISION OF PUBLIC HEALTH

ATTEST

\_\_\_\_\_  
Marty K. Lawing                      Date  
Guilford County Manager

\_\_\_\_\_  
Robin Keller                      Date  
Guilford County Clerk to the Board

ALAMANCE COUNTY HEALTH DEPARTMENT

ATTEST

\_\_\_\_\_  
Stacie Saunders                      Date  
MPH, Health Director

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

This instrument has been preaudited in the  
Manner required by the Local Government  
Budget and Fiscal Control Act

(CORPORATE SEAL)

\_\_\_\_\_  
Alamance County Finance Director      Date

Printed Name: \_\_\_\_\_