

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: NOVEMBER 9, 2017 AGENDA ITEM NUMBER: 10

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF ITS PUBLIC HEALTH DEPARTMENT, AND DAVIDSON COUNTY COMMUNITY COLLEGE FOR USE OF COUNTY OWNED PROPERTY
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: Yes No

SIGNATURE: *J. Audrey Wette, Jr.* COUNTY MANAGER DATE: November 8, 2017

**RESOLUTION AUTHORIZING EXECUTION OF
AN AGREEMENT BETWEEN FORSYTH COUNTY, ON
BEHALF OF ITS PUBLIC HEALTH DEPARTMENT, AND
DAVIDSON COUNTY COMMUNITY COLLEGE
FOR USE OF COUNTY OWNED PROPERTY
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

WHEREAS, Forsyth County, on behalf of its Public Health Department, has made office and classroom space in the Forsyth County Public Health Department available to Davidson County Community College to provide clinical experience for students at Davidson County Community College to increase the number of qualified candidates available to apply for positions with the Forsyth County Department of Public Health; and

WHEREAS, the arrangement between the County and Davidson County Community College should be memorialized and authorized by the Forsyth County Board of Commissioners according to the provisions of N.C.G.S. 160A-274.

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute the attached Agreement, between Forsyth County, on behalf of its Public Health Department, and Davidson County Community College for use of Forsyth County's facilities for the purposes stated therein, pursuant to the provisions of N.C.G.S. 153A-176 and 160A-274, 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 Agreement is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute, on behalf of Forsyth County, agreements for future fiscal years with this party for the purposes provided herein, if the agreement is necessary, 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.

Adopted this 9th day of November 2017.

DAVIDSON COUNTY COMMUNITY COLLEGE AND FORSYTH COUNTY HEALTH DEPARTMENT,
AGREEMENT FOR CLINICAL SERVICES

AGREEMENT

DAVIDSON COUNTY COMMUNITY COLLEGE

And

FORSYTH COUNTY HEALTH DEPARTMENT

This AGREEMENT made and entered into the 22nd day of September 2017 by and between Davidson County Community College, party of the first, hereinafter referred to as DCCC, and FORSYTH COUNTY HEALTH DEPARTMENT, party of the second, hereinafter referred to as Clinical Agency.

WITNESSETH

WHEREAS, the parties specified in this agreement deem it of mutual interest and advantage to provide and avail the facilities of the Clinical Agency for clinical experience for students at DCCC;

AND WHEREAS the parties to this agreement desire to define and clarify their mutual responsibilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree:

- The term of this agreement shall extend for a period of one year, commencing October 1, 2017, and ending September 30, 2018.
- Renewal agreements shall be entered into at least ninety (90) days prior to the expiration of this agreement whenever possible.
- This agreement may be modified or terminated by the Chief Executive of the Clinical Agency or DCCC upon reasonable notice by the initiating party. In usual cases, a reasonable time shall be one (1) year so those students who have started under the terms of this agreement will be able to finish.

DCCC agrees to:



- Abide by all Joint Commission on Accreditation of Healthcare Organizations' standards.
- Ensure that faculty and students comply with all applicable by-laws, rules, regulations, policies and procedures of the Clinical Agency, including its customer service program.
- Require that its students maintain absolute confidentiality with regard to any patient related information, Clinical Agency information, and Clinical Agency personnel information, which may come to their attention during their clinical experience.
- Be responsible for orientation, instruction, guidance, supervision and evaluation of the students while they are engaged in clinical learning experiences with the facility. Exceptions to any of the above listed responsibilities will be in those instances when students are engaged in activities without the direct supervision of the College faculty but with preceptors or clinical agency resource individuals at said agency.
- Submit objectives of the specified observation experience and a list of the names of all students involved to the Clinical Agency Education Director at least two (2) weeks before the clinical experience begins.
- Be responsible for planning the schedule of student assignments and for making all individual assignments. DCCC will notify the Director of such department in advance of the planned schedule and requests for student assignments, which will include type

DAVIDSON COUNTY COMMUNITY COLLEGE AND FORSYTH COUNTY HEALTH DEPARTMENT,
AGREEMENT FOR CLINICAL SERVICES

- That faculty and students are not in any way employees of the Clinical Agency and thus are not entitled to any employee compensation or benefits of the agency including Worker's Compensation.

IN WITNESS WHEREOF, DCCC has caused these presents to be executed by its duly designated representative, by order and approval of its Board of Trustees duly made, the day and year first above written, and

IN WITNESS WHEREOF, the Clinical Agency has caused these presents to be signed in its corporate name by its Executive Director, by order and approval of its Board of Trustees duly made, the day and year first above written.

SIGNED FORSYTH COUNTY HEALTH DEPARTMENT By <u>Agency Representative:</u>  _____ Title: <u>Health Director</u> _____ Date: <u>9/25/17</u> _____	SIGNED DAVIDSON COUNTY COMMUNITY COLLEGE By <u>Ross R. McDaniel, BS, M Ed:</u>  _____ Title: <u>Dean, School of Health, Wellness & Public Safety</u> _____ Date: <u>9/26/17</u> _____
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Contract #2018-0226-00: Davidson County Community College

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

10/12/2017

Date


Director of Finance