

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

BRIEFING DRAFT

MEETING DATE: May 21, 2020

AGENDA ITEM NUMBER: 12

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY AND ARIEL COMMUNITY CARE, LLC, TO PROVIDE GUEST MONITORING, ENGAGEMENT AND OPERATIONAL SUPPORT SERVICES FOR INDIVIDUALS WHO ARE COVID-19 POSITIVE, PENDING TESTING, OR A KNOWN CONTACT OF SOMEONE WHO HAS TESTED POSITIVE AND ARE IN QUARANTINE OR ISOLATION AT THE ALTERNATIVE SITE (FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:**

**SUMMARY OF INFORMATION:**

Attached is an agreement with Ariel Community Care, LLC, to provide peer-support staffing for guest monitoring and engagement. Guests are individuals experiencing homelessness that are in quarantine or isolation at the alternative site because they are COVID-19 positive, pending testing, or a known contact of someone who has tested positive. Total payments under this contract are not to exceed \$62,100.

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN FORSYTH COUNTY AND ARIEL COMMUNITY CARE, LLC,  
TO PROVIDE GUEST MONITORING, ENGAGEMENT AND OPERATIONAL  
SUPPORT SERVICES FOR INDIVIDUALS WHO ARE COVID-19 POSITIVE,  
PENDING TESTING, OR A KNOWN CONTACT OF SOMEONE WHO  
HAS TESTED POSITIVE AND ARE IN QUARANTINE OR ISOLATION  
AT THE ALTERNATIVE SITE  
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

**WHEREAS** Forsyth County has established an alternative site where individuals experiencing homelessness can quarantine or isolate when such individuals are COVID-19 positive, pending test results, or a known contact of someone who has tested positive;

**WHEREAS** in an effort to improve the health and lives of those at the alternative site, Ariel Community Care, LLC, agrees to provide one on-site Certified Peer Support Specialist 24/7 for guest monitoring, engagement, and operational support services, along with an additional Certified Peer Support Specialist between 8:00 a.m. and 2:00 p.m. daily if the guest census reaches more than 15;

**WHEREAS** the total payments under this contract are not to exceed \$62,100 from April 17, 2020, to June 30, 2020; and

**WHEREAS** it is the recommendation of the County Manager, Assistant County Manager, and the Public Health Director that Forsyth County enter into an agreement with Ariel Community Care, LLC, to fulfill the terms of the agreement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, an agreement with Ariel Community Care, LLC, which is attached hereto and incorporated herein by reference, in an amount not to exceed \$62,100, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval to form and legality by the County Attorney.

Adopted this the 21<sup>st</sup> day of May 2020.

**STATE OF NORTH CAROLINA**

**AGREEMENT**

**FORSYTH COUNTY**

THIS AGREEMENT, made and effective this 16th day of April, 2020, by and between Forsyth County, North Carolina (the "County"), and Ariel Community Care, LLC (the "Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. **Services.** Provider shall provide staff that have the Peer Support Certification to provide guest monitoring/engagement and operational support services for COVID-19 displaced persons in temporary housing located at 650 N. Highland Ave., Winston Salem, NC 27101

and perform such services as set forth below:

Support services shall include the following:

- 24/7 site coverage by means of one Certified Peer Support Specialist for every consecutive 12hr shift. Shifts will be from 8am to 8pm and 8pm to 8am. Provide an additional staff from 8am-2pm daily if the guest census reaches more than 15.
- Engagement with guests to support daily schedules for meals, showering, smoking, outdoor time and addressing their general concerns as needed.
- Assist medical support staff in checking individuals in and out as guests
- Provide routine room and hall monitoring during the day and night to ensure guests are adhering to the schedule and guest expectations.
- Maintain daily schedule assignments for the Certified Peer Support Specialist and manage call outs as needed. Ensure staffing will be on site within one hour of a call out or a no show fee of \$30.00 per hour will be charged by the County until the staff reports for work.

Forsyth County will provide:

PPE (surgical mask and gloves) for peer support staff member(s) for each shift

**2.Term.** The services of the Provider shall begin on April 17, 2020, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2020; provided that the County shall have the right to terminate this Agreement, without cause, upon 30 days' notice in writing to the other party, upon 7 days written notice if the Provider breaches the Agreement, or upon 72 hours written notice if temporary COVID-19 housing is no longer needed.

**3. Compensation.** As full compensation for the Provider's services, the County agrees to pay the Provider the sum of \$720.00 per day for 24/7 peer support specialist services and \$180.00 per day for one additional specialist for six (6) hours per day (8:00 am – 2:00 pm) if census reaches more than fifteen(15) customers, payable in installments. The Provider shall bill the County monthly for services rendered during the preceding 30 days. The County shall pay all such bills within the following 15 days provided all elements of the Agreement are satisfactorily met. Total payments under this contract are not to exceed \$62,100.00.

**4. Independent Contractor.** The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Provider shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Provider has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

**5. Indemnification.** The Provider agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider relating to this Agreement or services provided pursuant to it.

**5. Insurance.** The Provider shall maintain, at its sole expense, insurance coverage as required by the Forsyth County Risk Manager.

**7. County Property.** Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

**8. Notice.** All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:  
[Victor Isler, Director - Dept. of Social Services]  
[741 N. Highland Ave. Winston Salem, NC 27101]  
[islervr@forsyth.cc]

For the Provider:  
[Pierre Pickens, Executive Officer]  
[200 E. Church Street Yanceyville, NC 27379]  
[ppickens@arielcommunitycare.org]

**9. Assignment.** The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

**10. Waiver.** No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

**11. Governing Law.** This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

**12. Nonappropriation.** Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.

**13. Survival of Provisions.** All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

**14. Modification.** This Agreement may only be modified in writing and signed by both the Provider and by the County Manager or other authorized County official.

**15. Conflict with Attachments.** In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

1. **Miscellaneous.** The Provider shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

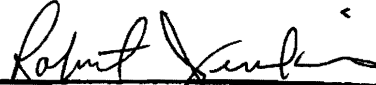
By: \_\_\_\_\_  
J. Dudley Watts, Jr, County Manager

Date: \_\_\_\_\_

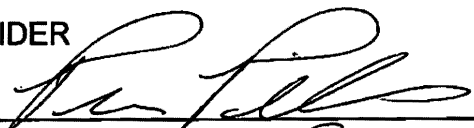
ATTEST:

\_\_\_\_\_  
Ashleigh M. Sloop, Clerk to the Board

Date: \_\_\_\_\_

(SEAL)   
ROBERT JENKINS  
NOTARY PUBLIC  
Durham County  
North Carolina  
My Commission Expires Aug. 22, 2023

PROVIDER

By:  \_\_\_\_\_

Printed Name: Pierre Pickens

Title: Executive Director

Date: 4/13/2020