

Contract #	0048T-000-FY16
Cost Center #	
Line Item #	
Obligated	
Date Entered	

**TRILLIUM HEALTH RESOURCES  
AGREEMENT FOR PROFESSIONAL SERVICES**

**CONTRACT PERIOD: November 1<sup>st</sup>, 2015 – June 30, 2016**

**THIS AGREEMENT** made and entered into this the 1<sup>st</sup> day of November, 2015 by and between **Trillium Health Resources**, (hereinafter referred to as "TRILLIUM HEALTH RESOURCES") an Area Authority organized and existing pursuant to North Carolina Statutes, Chapter 122C, whose mailing address is 1708 E. Arlington Boulevard, Greenville, NC 27858, ID # 56-0898928, and the **City of Greenville** (hereinafter referred to as the "CONTRACTEE") a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, whose mailing address is PO Box 7207, Greenville, NC 28735-7207, ID# 56-6000029.

**WITNESSETH:**

For and in consideration of the mutual promises hereinafter set forth, the parties intending to be legally bound do hereby agree as follows:

1. The CONTRACTEE does hereby agree to provide the following services to TRILLIUM HEALTH RESOURCES :

The CONTRACTEE will manage and ensure the construction and maintenance of an inclusive playground at Town Common: 1<sup>st</sup> Street, Greenville, NC 27858. Prior to making any expenditures relating to the playground, the CONTRACTEE shall send the playground layouts to Amy Corbitt at [Amy.Corbitt@trilliumnc.org](mailto:Amy.Corbitt@trilliumnc.org) for approval by TRILLIUM HEALTH RESOURCES of the playground layouts. TRILLIUM HEALTH RESOURCES shall review the playground layouts and approve the playground layouts upon a determination that the playground is truly inclusive. Upon approval by TRILLIUM HEALTH RESOURCES of the playground layouts, the CONTRACTEE may proceed with expenditures. The CONTRACTEE shall:

- Submit playground layouts for approval no later than December 31<sup>st</sup>, 2015.
- Start construction as soon as possible after receiving approval from TRILLIUM HEALTH RESOURCES on the playground and complete construction by June 30<sup>th</sup>, 2016.

2. TRILLIUM HEALTH RESOURCES agrees to pay to the CONTRACTEE, for the services set forth in paragraph 1 of this Agreement, as follows:
- a. **A maximum of \$750,000.00.**
  - b. **This funding allocation is for actual expenditures incurred by the CONTRACTEE in order to construct the playground including, but not limited to, materials purchased and payments made pursuant to contracts with a construction company.**
  - c. **If a deposit is required for any portion of the funding, it will require prior approval from TRILLIUM HEALTH RESOURCES in writing.**
  - d. **Invoices are due by the 10<sup>th</sup> of the month following the month services were provided. Each invoice shall have an attestation/certification statement that states the following: "I hereby attest or certify that the services reported for payment are correct and have been performed according to the terms of the contract." This statement shall be signed and dated by the CONTRACTEE.**
  - e. **Each invoice shall have the name of the playground.**
  - f. **Invoices will be sent to - Attention: Accounts Payable, at 144 Community College Rd., Ahoskie, NC 27910-9320, or [accountspayable@trilliumnc.org](mailto:accountspayable@trilliumnc.org). Payment shall be made to the CONTRACTEE within thirty (30) days from the receipt date of approval, accurate and complete invoicing.**
  - g. **Invoicing that is received after sixty (60) days from the deadline of June 30, 2016, will not be processed.**

**TRILLIUM HEALTH RESOURCES will have no ongoing commitment to the playground once construction is complete.**

3. It is expressly understood and agreed that in carrying out the services to be performed hereunder:
- a. The CONTRACTEE shall furnish, at CONTRACTEE's own cost and expense, CONTRACTEE's own materials and supplies required to carry out CONTRACTEE's duties hereunder, except as otherwise expressly provided in paragraph 2 above.
  - b. Any and all other expenses incurred by the CONTRACTEE in performing the required services, except as otherwise expressly provided in paragraph 2 above shall be at the CONTRACTEE's sole cost and expense.

- c. The CONTRACTEE shall be an independent contractor and not an employee with respect to TRILLIUM HEALTH RESOURCES, and the CONTRACTEE shall have all of the rights and duties, and all of the discretion normally associated with such relationship.
4. TERMINATION. This Agreement may be terminated under the following circumstances:
  - a. TRILLIUM HEALTH RESOURCES may terminate this Agreement immediately if funds granted for the program are revoked or terminated by the funding agencies in a manner beyond the control of TRILLIUM HEALTH RESOURCES for the duration of the contract period. In this situation, any and all of the obligations of the TRILLIUM HEALTH RESOURCES and the CONTRACTEE under this Agreement shall immediately cease.
  - b. This Agreement may be terminated immediately by either party with cause upon written notice to the other party and with written documentation to the other party detailing the grounds for termination. TRILLIUM HEALTH RESOURCES agrees to compensate the CONTRACTEE for services performed under this Agreement prior to the date of termination.
  - c. If this Agreement is for a period greater than thirty (30) days, it may also be terminated at any time upon mutual consent of both parties
5. The parties hereto agree that TRILLIUM HEALTH RESOURCES may in its discretion withhold from any or all of the payments made pursuant to paragraph 2 hereof any amounts which TRILLIUM HEALTH RESOURCES deems necessary for compliance with any state or federal laws or regulations, including without limitation, the Internal Revenue Code, as amended.
6. The CONTRACTEE and TRILLIUM HEALTH RESOURCES shall indemnify and hold harmless each other and their designated representatives from any and all claims, suits, actions, and liabilities caused by the CONTRACTEE's performance of work pursuant to this agreement.
7. In addition to the foregoing, the following terms and conditions shall be a part of this Agreement shall:

CONTRACTEE agrees to acknowledge TRILLIUM HEALTH RESOURCES as the funding source in any brochures, advertising, trainings, or other information related to the playground distributed to the public.
8. This Agreement shall be construed according to and governed by the laws of the State of North Carolina.

9. This Agreement contains the entire agreement of the parties hereto. No modification, amendment, change or discharge of any terms or provisions of this Agreement shall be valid or binding unless the same is in writing and signed by both the parties hereto. No waiver of any of the terms of the Agreement shall be valid unless signed by the party against whom each such waiver is asserted. Any waiver of any provision of this Agreement in any instance shall not be a waiver in any other instance; and according to policy adopted by TRILLIUM HEALTH RESOURCES, CONTRACTEE shall not be restricted to fund balance limitations.
10. When applicable, the CONTRACTEE shall make available to TRILLIUM HEALTH RESOURCES its accounting records for the purpose of audit by State authorities and that the party will, when required by general statute or in accordance with the annual Memorandum of Agreement, have an annual audit by an independent certified public accountant and submit to the TRILLIUM HEALTH RESOURCES two (2) copies of the audit report within (90) days of the end of the CONTRACTEE's previous fiscal year, of which one copy shall be forwarded to the Office of the State Auditor at 300 N. Salisbury Street, Raleigh, NC 27603-5903.
11. CONTRACTEE agrees to secure and maintain all appropriate insurance, including workers compensation, general liability and property damage and agrees to provide TRILLIUM HEALTH RESOURCES with proof of such insurance upon receipt.
12. Health Insurance Portability and Accountability Act (HIPAA). The CONTRACTEE and TRILLIUM HEALTH RESOURCES shall be in compliance with the final HIPAA rules and regulations and each party shall provide evidence to the other party of this compliance upon request. The parties hereto specifically agree to amend this Agreement on a timely basis as necessary to comply with any and all laws relating to privacy of healthcare information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If the parties are unable to agree to such amendments, they agree to participate in mediation. If the parties are still unable to agree, the Agreement will terminate in accordance with Paragraph 5 b of this Agreement prior to the effective date(s) for compliance with such privacy laws. If applicable the Business Associate Agreement must be signed.

***This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act, General Statute, 159.***

**SIGNATURES FOR TRILLIUM  
HEALTH RESOURCES**

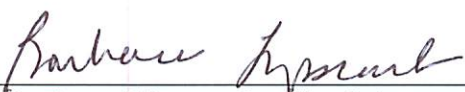
  
\_\_\_\_\_  
Leza Wainwright, CEO

12/17/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joy Futrell, Vice President,  
Business Operations


12/17/15  
\_\_\_\_\_  
Date

**SIGNATURES FOR CONTRACTEE  
CITY OF GREENVILLE**

  
\_\_\_\_\_  
Barbara Lipscomb, City Manager

12/15/15  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

BY:   
\_\_\_\_\_  
David A. Holec, City Attorney

**PRE-AUDIT CERTIFICATION:**

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

BY:   
\_\_\_\_\_  
Bernita W. Demery, CPA, Director of Financial Services

Account Number \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_