

**FORSYTH COUNTY**  
**BOARD OF COMMISSIONERS**

**BRIEFING  
DRAFT**

MEETING DATE: JANUARY 23, 2017

AGENDA ITEM NUMBER: 9

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND DAVIDSON COUNTY, ON BEHALF OF THEIR RESPECTIVE PUBLIC HEALTH DEPARTMENTS, FOR LABORATORY TESTING SERVICES (FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

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

**SUMMARY OF INFORMATION:**

ATTACHMENTS:  YES  NO

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

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND  
DAVIDSON COUNTY, ON BEHALF OF THEIR RESPECTIVE PUBLIC  
HEALTH DEPARTMENTS, FOR LABORATORY TESTING SERVICES  
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

**BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Department of Public Health, and Davidson County, on behalf of its Department of Public Health, for the provision of laboratory culture media testing services by Forsyth County for Chlamydia and Gonorrhea antigen at the rate of \$30.00 per test, for an annual total amount not to exceed \$12,000.00, is hereby ratified as required by N.C.G.S. 160A-461, and the Forsyth County Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the agreement, on behalf of Forsyth County, 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 contract is incorporated herein by reference. (Contract Control #2017-0303-00)

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County and Davidson County, on behalf of their respective Public Health Departments, is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 23<sup>rd</sup> day of January 2017.

NORTH CAROLINA

TESTING AGREEMENT

FORSYTH COUNTY

THIS AGREEMENT, made and entered into this 18th day of October, 2016 by and between Forsyth County, North Carolina (the "County"), a body politic, corporate in nature, party of the first part; and Davidson County on behalf of the Davidson County Health Department ("DCPH"), a body politic, corporate in nature, party of the second part;

WITNESETH:

For the purpose and subject to the terms and conditions hereinafter set forth, DCPH hereby contracts for the services of the County, and, the County agrees to provide the services to DCPH in accordance with the terms of the Agreement.

I.

County shall provide: 1. NAAT testing for *Neisseria gonorrhoeae* and *Chlamydia trachomatis* for male clients from DCPH; 2. testing of urine and rectal swabs for *Neisseria gonorrhoeae* and *Chlamydia trachomatis* (GC/CT testing) of male clients from DCPH. 3 and testing of pharyngeal swabs for *Neisseria gonorrhoeae* **only** of male clients from DCPH.

II.

The services of the County shall begin on November 1, 2016 unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2017 provided that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

III.

As full compensation for the County's services, DCPH agrees to pay the County the sum of \$30.00 per specimen for testing *Chlamydia* and *N.gonorrhoeae*. Total payments under this contract are not to exceed \$12,000.00 during fiscal year 2017 (Approximately 400 specimens at a cost of \$30.00 per specimen).

IV.

The County shall bill DCPH for services rendered during the preceding thirty (30) days. DCPH shall pay all such bills within the following thirty (30) days provided all elements of the Agreement are satisfactorily met.

V.

The County shall operate as independent contractor, with neither of its employees, agents or subcontractors considered to be employees, agents or subcontractors of DCHP and DCHP, its employees and Agents shall likewise be considered as independent contractors from the County.

VI.

The County shall not be responsible for any of the DCPH's acts or omissions and it agrees to hold the County harmless from and against any and all claims, expenses (including attorney

fees), costs or liability for its acts or omissions. Likewise, DCHP shall not be responsible for any of the County's acts or omissions and it agrees to hold DCHP harmless from any and all claims, expenses (including attorney fees), costs or liability for its acts or omissions. Both these commitments as subject to applicable law.

## VII.

Neither party shall be liable to the other for any expenses paid or incurred during the operation of terms and conditions of this contract unless otherwise agreed in writing.

## VIII.

Both the County and DCPH shall supply, at its sole expense all equipment, tools, materials and/or supplies required to provide the contracted services unless otherwise agreed in writing; however, the County shall provide to DCPH specimen collection kits as a part of this agreement.

## IX.

Both the County and DCPH shall maintain, at its sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The County and DCPH shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured and in the inverse, DCPH, its officials, officers, and employees as additional insured with respect to performance of the Services.** The coverage shall contain no special limitations on the scope of protection afforded to the above listed insured.
1. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees or DCPH, officials, officers and employees.

B. Business Automobile Liability Insurance. The County and DCPH shall each maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The County and DCPH shall each maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.

1. Maintain such insurance from the time services commence until services are completed.

2. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the other party's Risk Manager.

D. Both the County and DCPH understand and acknowledge that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

#### X.

The parties each declare that it has complied with all 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. Further, both the County and DCPH agree to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract. Also the County and DCPH and their 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 new 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. It is the expectation of both parties that the other party will comply with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006. DCPH hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS 143C-6A-4, nor will provide while on this agreement any sub contractor on such list.

#### XI.

This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to choice of law principles.

#### XII.

This agreement shall supersede and cancel all other agreements and understandings, written or oral, relating to this subject matter of this agreement and can only be amended, supplemented or modified in writing.

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

**FORSYTH COUNTY, NORTH CAROLINA**

By: [Signature]  
Health Director

Date: 12/15/16  
By: \_\_\_\_\_  
County Manager

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

ATTEST:

\_\_\_\_\_  
Clerk to the Board  
(SEAL)

**Davidson County for the Davidson County Health Department (DCPH)**

By: \_\_\_\_\_  
By: [Signature]  
Health Director

Date: 12.5.16

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: 12/5/16

[Signature]  
Jane Kiker, Director of Finance  
Davidson County

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

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

\_\_\_\_\_, Director of Finance  
Forsyth County