

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: FEBRUARY 4, 2021

AGENDA ITEM NUMBER: 10

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT BETWEEN FORSYTH COUNTY AND GEN-PROBE SALES & SERVICE, INC., TO PROVIDE COVID-19 TEST KITS AND SUPPLIES REQUIRED TO COMPLETE COVID-19 TESTING FOR USE AT THE DEPARTMENT OF PUBLIC HEALTH LABORATORY (FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

Attached is an amendment with Gen-Probe Sales & Service, Inc., subsidiary of Hologic, Inc., to provide COVID-19 collection kits, test kits and other required supplies for performing COVID-19 testing utilizing Panther instrumentation at the Forsyth County Department of Public Health Laboratory. The amendment adds \$363,221 to the existing contract for a total amount not to exceed \$400,000 in fiscal year 2020-21.

ATTACHMENTS: YES NO

SIGNATURE: _____

J. Dudley Watts, Jr. /AMS
COUNTY MANAGER

DATE: _____

February 01, 2021

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT BETWEEN
FORSYTH COUNTY AND GEN-PROBE SALES & SERVICE, INC., TO PROVIDE
COVID-19 TEST KITS AND SUPPLIES REQUIRED TO COMPLETE COVID-19
TESTING FOR USE AT THE DEPARTMENT OF PUBLIC HEALTH LABORATORY
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

WHEREAS Forsyth County has established a need for COVID-19 testing and Forsyth County Department of Public Health has the ability to complete these tests at the Forsyth County Department of Public Health Laboratory on Panther Instrumentation;

WHEREAS the Federal Drug Administration has provided Emergency Use Authorization of COVID-19 testing utilizing the Panther Instrumentation;

WHEREAS Gen-Probe Sales & Service, Inc., provides collection kits, test kits and supplies required to perform COVID-19 testing using Panther Instrumentation;

WHEREAS this amendment shall increase the payment by \$363,221 making the total payment for fiscal year 2020-21 an amount not to exceed \$400,000; and

WHEREAS it is the recommendation of the County Manager, Assistant County Manager, and the Public Health Director that Forsyth County enter into an amendment with Gen-Probe Sales & Service, Inc., 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 amendment with Gen-Probe Sales & Service, Inc., which is attached hereto and incorporated herein by reference, with a revised amount for fiscal year 2020-21 not to exceed \$400,000, 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 4th day of February 2021.

NORTH CAROLINA

SECOND AMENDMENT TO AGREEMENT

FORSYTH COUNTY

THE AGREEMENT, made and effective on July 1, 2019, and subsequently amended June 4, 2020, by and between Forsyth County, North Carolina (the "County") and Gen-Probe Sales & Service, Inc. (the "Provider"), is hereby amended, effective July 1, 2020, by the County and the Provider as follows:

Section 1 of the Agreement is hereby deleted, and the following shall be added as Section 1:

Provider shall provide reagents and supplies to the County in accordance with the Equipment Usage Program Attachment ("Attachment 1") and the terms of the Agreement. Furthermore the provider agrees to provide use of the Panther instrumentation, remote support, and onsite technical support, preventive maintenance and shipping of all reagents and supplies associated with The Panther instrumentation at no additional cost to the County as detailed in the Attachment 1. Further, the Provider agrees to provide, based on availability, up to 19,000 COVID test kits (\$7,000/kit, \$28/test) and 19,000 lysis tubes (\$1.25 each), and 7,000 controls at \$230/kit required to perform COVID-19 tests using the existing Panther instrumentation.

Section 3 of the Agreement is hereby deleted, and the following shall be added as Section 3:

As full compensation for Provider's services, reagents and supplies, the County agrees to pay the Provider the sum of \$600 per Trichomoniasis test kit, \$754 per (Aptima Combo 2) Chlamydia and Gonorrhea test kit, \$7,000 per COVID 19 test kit, and all other products listed in the Equipment Usage Program Attachment 1 of the Agreement, payable within 45 days of invoice date. Total payments under this contract are not to exceed \$369,671 in the first term expiring June 30, 2020, and shall not exceed \$400,000 in the second term expiring June 30, 2021.

Except as herein amended, the Agreement attached as Attachment A and incorporated herein by reference remains unchanged and in full force and effect.

IN WITNESS WHEREOF, 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: _____

PROVIDER

(SEAL)

By: _____

Printed Name: _____

Title: _____

Date: _____