

BRIEFING
DRAFT

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: AUGUST 2, 2018

AGENDA ITEM NUMBER: 10

**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 FORSYTH COUNTY TO PROVIDE LABORATORY TESTING SERVICES TO DAVIDSON COUNTY
(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 FORSYTH COUNTY TO PROVIDE
LABORATORY TESTING SERVICES TO DAVIDSON COUNTY
(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 \$14,400.00, 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 #2019-0083-00)

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute subsequent contracts or contract amendments for these services within budgeted appropriations in the current and future fiscal years if these services are deemed necessary, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

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 2nd day of August 2018.

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT, made and entered into this 1st day of July 1, 2018 by and between Forsyth County, North Carolina (the "County"), party of the first part; and Davidson County Health Department ("DCPH"), party of the second part;

WITNESSETH:

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 urine testing for *Neisseria gonorrhoeae*, *Chlamydia trachomatis* and *Trichomonas vaginalis* on male clients from DCPH; 2. testing of rectal and pharyngeal swabs for *Neisseria gonorrhoeae* and *Chlamydia trachomatis* (GC/CT testing) of male clients from DCPH.

II.

The services of the County shall begin on July 1st 2018 unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2019. After the initial term, the term shall be automatically renewed for successive periods of twelve (12) months each year (July 1-June 30), upon mutual agreement between the County and Provider 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. Total payments under this contract are not to exceed \$14,400 during the fiscal year and with no more than 480 specimens to be tested at a cost of \$30 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.

DCPH shall operate as an independent contractor, and the County shall not be responsible for any of the DCPH's acts or omissions. DCPH agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of DCPH.

To the fullest extent permitted by law, DCPH shall defend, indemnify, and hold harmless Forsyth County, its Officials and Employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or arising wholly or in part due to any act or

omission of DCPH or his employees, in the execution, performance, or failure to adequately perform the obligations pursuant to this or any future contract entered into with Forsyth County.

DCPH is not eligible for workers' compensation under Forsyth County's policy while performing the contracted service for Forsyth County.

Furthermore, DCPH agrees to protect, defend, indemnify, and hold Forsyth County, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlement cost charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, action, proceedings, or causes of action of every kind in connection with or arising out of this or any future agreement and/or the performance growing out of injury to the contractor or contractor's agents, servants, employees, subcontractors, or suppliers. DCPH furthermore agrees to investigate, handle, respond to, provide defense for all claims, liens, demands, obligations, action, proceedings, or causes of action of every kind and defend them at his sole expense and agrees to bear all other costs and expenses related thereof. These terms apply to this and any future agreement DCPH may have with Forsyth County.

DCPH shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. DCPH understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of DCPH or the employees DCPH. DCPH further understands and agrees that DCPH is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

DCPH 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 County shall not be liable to DCPH for any expenses paid or incurred by DCPH unless otherwise agreed in writing.

DCPH shall supply, at his/her sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing. The County shall provide to DCPH: specimen collection kits as part of performing the contracted service.

DCPH shall maintain, at his/her sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. 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** 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.
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. BusinessAutomobile Liability Insurance. DCPH shall 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. DCPH shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.

D. Other Insurance Requirements. DCPH shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section.
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. 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 County's Risk Manager.

E. DCPH understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

V.

DCPH has no authority to enter into contracts or agreements on behalf of the County.

DCPH declares that he/she 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.

DCPH agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

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 Provider utilize on this agreement any subcontractor on such list.

DCPH 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 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 Forsyth County

that the provider 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.

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.

This agreement shall supersede and cancel all other agreements and understandings, written or oral, relating to this subject matter of this agreement.

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

FORSYTH COUNTY, NORTH CAROLINA

By: _____
Health Director

Date

By: _____
County Manager

Date

ATTEST:

Clerk to the Board

(SEAL)

Davidson County Health Department (DCPH)

By: _____ Date: _____

Name and Title: _____

Contact number: _____

Tax ID number: _____