## **FORSYTH COUNTY**

## **BOARD OF COMMISSIONERS**

MEETING DATE:	JUNE 27, 20 <u>1</u> 3	AGENDA ITEM NUMBER:	17
SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT AMENDMENT BETWEEN FORSYTH COUNTY AND WAKE FOREST UNIVERSITY BAPTIST MEDICAL CENTER FOR MAMMOGRAPHY SERVICES (FORSYTH COUNTY PUBLIC HEALTH DEPARTMENT)			
COUNTY MA	NAGER'S RECOMMENDATION OR COMME	NTS: Recommend	Approval
	OF INFORMATION: See attached		
ATTACHMENTS:	X YES NO		
SIGNATURE:	J. Xleidley Chatis is. 1914 COUNTY MANAGER	DATE: June 27,	2013

## RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT AMENDMENT BETWEEN FORSYTH COUNTY AND WAKE FOREST UNIVERSITY BAPTIST MEDICAL CENTER FOR MAMMOGRAPHY SERVICES (FORSYTH COUNTY PUBLIC HEALTH DEPARTMENT)

BE IT RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Amendment to Agreement for mammography services between Forsyth County, on behalf of its Public Health Department, and Wake Forest University Baptist Medical Center in a total amount not to exceed \$67,200.00, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original contract amendment is incorporated herein by reference (Contract Control # 2013-0129-01).

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute further amendments and/or subsequent agreements on behalf of the County with this provider for these services within budgeted appropriations in current and future fiscal years if these services are necessary.

Adopted this the 27<sup>th</sup> day of June 2013.

## FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("Amendment") is effective as of the 1st day of March, 2013 ("Effective Date") and amends the Agreement, dated July 1, 2012, between Forsyth County, North Carolina on behalf of its Department of Public Health ("County") and Wake Forest University Baptist Medical Center ("Provider") (the "Agreement").

WHEREAS, the parties entered into the Agreement under which Provider provides certain mammography services to Forsyth County's Department of Public Health and the parties wish to amend the Agreement to reflect an increase in services and additional funding in the amount of \$16,507.00, as provided herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Section III of the Agreement is hereby deleted in its entirety and the following substituted therefor:

 $\Pi$ I.

As full compensation for the Provider's services, the County agrees to pay the Provider for services provided at the charges set forth in Section I herein, upon receipt by the county of proper documentation that services have been provided in accordance with this Agreement; provided however, that payments under this Agreement shall not exceed \$67,200.00 during fiscal year 2012-2013.

2. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this First Amendment effective as of the date first above written.

FORSYTH COUNTY	<i>a</i> ,
Ву:	By: 2/white
J. Dudley Watts, Jr	Marlon/Hunter, BSEH, MAOM
County Manager	Health Director
Wake Forest University Baptist Medical Center	•
By:	Date:
Printed Name: Thomas E. Sibert, MD	
Title: President and Chief Operating Officer of the	ne ·
Health System	
Federal Tax ID No.:	
Date: 5-3-13	

Contract #2013-0129-01: Wake Forest University Baptist Medical Center

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

6/10/2013

Date

Director of Finance