

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JUNE 27, 2013 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 MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr.* DATE: June 27, 2013
COUNTY MANAGER

**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 27th 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:

III.

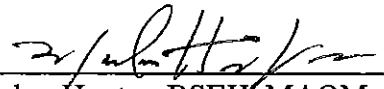
As full compensation for the Provider's services, the County agrees to pay the Provider for services provided at the charges set forth in Section I herein, upon receipt by the county of proper documentation that services have been provided in accordance with this Agreement; provided however, that payments 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.

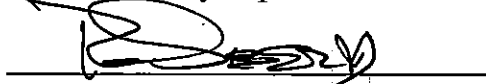
IN WITNESS WHEREOF, the parties have entered into this First Amendment effective as of the date first above written.

FORSYTH COUNTY

By: _____
J. Dudley Watts, Jr
County Manager

By: 
Marlon Hunter, BSEH, MAOM
Health Director

Wake Forest University Baptist Medical Center

By: 
Printed Name: Thomas E. Sibert, MD
Title: President and Chief Operating Officer of the
Health System

Date: 5.12.13

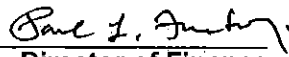
Federal Tax ID No.: _____
Date: 5-3-13

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