

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

**BRIEFING
DRAFT**

MEETING DATE: SEPTEMBER 10, 2020

AGENDA ITEM NUMBER: 9

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY AND WAKE FOREST UNIVERSITY BAPTIST MEDICAL CENTER FOR MAMMOGRAPHY SCREENING AND DIAGNOSTIC SERVICES (FORSYTH COUNTY PUBLIC HEALTH DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

The Forsyth County Department of Public Health is requesting to enter into an agreement between Forsyth County and Wake Forest University Baptist Medical Center in an amount not to exceed \$115,000 for mammography screening and diagnostic services.

ATTACHMENTS:

YES

NO

SIGNATURE: _____

COUNTY MANAGER

DATE: _____

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN FORSYTH COUNTY AND WAKE FOREST UNIVERSITY
BAPTIST MEDICAL CENTER FOR MAMMOGRAPHY
SCREENING AND DIAGNOSTIC SERVICES
(FORSYTH COUNTY PUBLIC HEALTH DEPARTMENT)**

WHEREAS the Forsyth County Department of Public Health receives \$101,075 from the North Carolina Department of Health and Human Services, Division of Cancer Prevention and Control to provide at least one screening and/or diagnostic service to eligible women in Forsyth County who are between the ages of 40 and 64 and below 250% of the poverty level who have not had a screening in the past year in an effort to reduce the morbidity and mortality due to breast and cervical cancers for underserved women; and

WHEREAS the Forsyth County Department of Public Health is requesting to enter into an agreement between Forsyth County and Wake Forest University Baptist Medical Center in an amount not to exceed \$115,000, for mammography screening and diagnostic services;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, the attached agreement, which is incorporated herein by reference, between Forsyth County and Wake Forest University Baptist Medical Center in an amount not to exceed \$115,000, to provide mammography screening and diagnostic services, 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.

Adopted this the 10th day of September 2020.

NORTH CAROLINA)
)
FORSYTH COUNTY)

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of July, 2020, by and between Forsyth County, North Carolina (the "County"), party of the first part; and Wake Forest University Baptist Medical Center (the "Provider"), party of the second part;

W I T N E S S E T H:

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

I.

The services to be performed by the Provider shall be as follows:

- A. Provide mammography and diagnostic services for patients referred by the County (as described in Attachment I) for a global charge equal to the most current NC Breast and Cervical Cancer Control Program Service Fee Schedule (Attachment II)

- B. Provide chest x-ray services (as described in Attachment I) for a global charge equal to the current Medicaid reimbursement rate (Attachment III)

These services shall be provided pursuant to the terms and provisions of Attachments I, II, and III, which is incorporated herein by reference.

II.

The services of the Provider shall begin on July 1, 2020, and shall continue to and through June 30, 2021; provided, however, that either party shall have the right to terminate this Agreement upon thirty (30) days notice in writing to the other party. Notwithstanding the foregoing, once the County's not to exceed amount is reached, Provider may cease providing the services hereunder.

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 \$115,000.00 during the contract year.

IV.

The Provider shall bill the County monthly for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions.

To the fullest extent permitted by law, the Provider shall defend, indemnify, and hold harmless Forsyth County, its Officials and Employees from and against all claims, damages, loss and expenses, including but not reasonable to attorney's fees, to the extent arising out of any act or omission of the Provider or its employees, in the execution, performance, or failure to adequately perform the obligations pursuant to this Agreement.

Furthermore, the Provider 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. The Provider 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.

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

The Provider shall not be treated as an employee of the County 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 the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at its sole expense, the following insurance coverage:

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

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

C. Other Insurance Requirements. The Provider 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. The Provider 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

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

The Agreement shall be governed by and construed in accordance with the Laws of the State of North Carolina, without regard to its choice of law principles.

This agreement is the entire Agreement between the parties as to the subject matter herein, and may not be changed or amended except by a writing signed by both parties.

The Provider declares 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.

All parties to the Agreement shall abide by all laws and regulations governing the confidentiality of patient information, and further agree to vigorously safeguard privileged information to the extent allowed and/or required by North Carolina law.

The Provider shall assure that no person, solely on the grounds of race, color, age, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity covered by this agreement.

The Provider shall assure that no otherwise qualified handicapped individual, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this agreement.

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

Provider agrees to comply with the applicable employer mandate provisions of the Affordable Care Act ("ACA") and agrees to treat its employees provided to the County under this Agreement as employees of the Provider. In the event that the ACA, or any law or regulation, requires the County to provide insurance

coverage for Provider's employees, Provider agrees to provide such coverage on behalf of the County. The parties agree that there shall be no amendment to this Agreement unless such amendment is in writing executed by both parties.

Provider 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.

The Provider 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 newly 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, and the Provider agrees to 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 on October 23, 2006.

This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply.

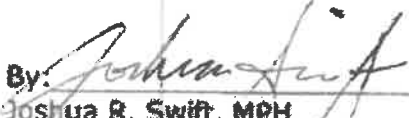
This agreement shall supersede and cancel all other agreements and understandings, written or oral, relating to this subject matter of this agreement.

FCDPH Account/Object Level to be used:

- 376001 BCCCP/WomanWise (2100) \$87,500.00 (screening and diagnostic mammography services)
- 376021 CD (2100) \$17,500.00 (screening and diagnostic mammography services)
- 376021 CD (2100) \$10,000.00 (CXR services)

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:

By: 
Joshua R. Swift, MPH
Health Director
Forsyth County Department of Public Health

Date: 8/5/2020


By: _____
County Manager

Date: _____

ATTEST:

Clerk to the Board

PROVIDER:

By: 
Printed Name: Kevin P. High, MD, MS
President, Health System

By: 
Printed Name: Reginald Munden
Professor and Chair, Department of Radiology

ATTACHMENT I

The Provider agrees to:

- A. Provide screening and repeat mammograms to include 2 views of each breast in asymptomatic women.
- B. Provide diagnostic mammography services for women who are referred by the clinician because of abnormal findings on clinical breast examination or for women found to have abnormal screening mammograms.
- C. Provide documentation of current mammography accreditation by the American College of Radiology (ACR), or documentation of having submitted a completed application for ACR accreditation. Accreditation must be granted within six (6) months of the start of this contract.
- D. Provide documentation of certification by the Federal Food and Drug Administration under the provisions of the Mammography Quality Assurance Act of 1994.
- E. See clients referred by the Forsyth County Department of Public Health (FCDPH) for an initial screening mammogram within six (6) weeks and perform repeat diagnostic mammography for clients with symptoms whose screening mammograms indicate the need for further evaluation within two (2) weeks.
- F. Report the mammography results to the FCDPH using the lexicon recommended by the ACR.
 1. For results that are "Normal" on a screening or repeat mammogram and "Negative", "Benign" or "Probably Benign" on a diagnostic mammogram, the Provider shall report to the FCDPH by mail within two (2) weeks of performing the mammogram.
 2. For screening or repeat mammograms that indicate the need for further evaluation and for diagnostic mammograms that are "Suspicious" or have a "High Probability of Malignancy," the Provider shall notify the patient's primary care physician and the FCDPH of the results by phone or fax within three (3) days and shall send the written report by mail within one (1) week.
- G. The Provider is prohibited from billing clients for any additional charges for the performance of mammography.

ATTACHMENT II

**North Carolina Breast and Cervical Cancer Control Program
2020-2021 Service Fee Schedule (1)
For the Period 07/01/2020 through 06/30/2021
Revised: 01/14/2020**

Breast Procedures (1)	CPT Code	2020-2021 Fee
Screening Mammogram	77067	\$131.10
Diagnostic Digital Breast Tomosynthesis (3)	G0279 G0279TC G0279-26	\$53.35 \$23.49 \$29.86
Diagnostic mammogram – Unilateral	77065	\$128.54
Diagnostic mammogram – Bilateral	77066	\$161.91
Radiological examination, surgical specimen	76098	\$41.21
Screening mammography, Digital, Bilateral	77067	\$131.10
Diagnostic mammogram, Digital, Bilateral	77066	\$161.91
Diagnostic mammogram, Digital, Unilateral	77065	\$128.54
Ultrasound, complete examination of breast including axilla, unilateral	76641	\$102.96
Ultrasound, complete examination of breast including axilla, bilateral	76641-50	\$66.73
Ultrasound, limited examination of breast including axilla, unilateral	76642	\$84.37
Ultrasound, limited examination of breast including axilla, bilateral	76642-50	\$50.62
Fine Needle Aspiration	10021	\$95.77
Ultrasonic guidance for needle placement, imaging supervision and interpretation (performed in conjunction with 10022)	76942	\$55.82
Cytopathology, evaluation of fine needle aspirate	88172	\$54.65
Cytopathology, evaluation of fine needle aspirate interpretation and report	88173	\$149.54
Puncture Aspiration	19000	\$105.82
- Each additional procedure, use in addition to 19000	19001	\$26.93
Breast Biopsy (with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion (5)	19081	\$588.30
- Each additional lesion (4)	19082	\$472.38
Breast Biopsy (with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion (5)	19083	\$581.78
- Each additional lesion (4)	19084	\$459.57
Needle Core Biopsy	19100	\$149.01
Needle Core Biopsy (open, Incisional)	19101	\$326.42
Placement of breast localization device, percutaneous; mammographic guidance; first lesion (5)	19281	\$237.99
- Each additional lesion (5)	19282	\$167.10
Placement of breast localization device, percutaneous; stereotactic guidance; first lesion (5)	19283	\$263.65
- Each additional lesion (5)	19284	\$199.80
Placement of breast localization device, percutaneous; ultrasound guidance; first lesion (5)	19285	\$438.95
- Each additional lesion (5)	19286	\$373.47

Surgical Pathology – Level IV	88305	\$68.23
Surgical Pathology – Level V	88307	\$265.44

ATTACHMENT III

**Physician Fee Schedule
Provider Specialty 001
Physician Services
Effective Date: 01/01/2018**

71045	26	radiologic exam, chest	\$7.67
71045	TC	radiologic exam, chest	\$8.57
71045		radiologic exam, chest	\$16.24
71046	26	radiological exam chest two views frontal/lateral	\$9.16
71046	TC	radiological exam chest two views frontal/lateral	\$15.78
71046		radiological exam chest two views frontal/lateral	\$24.94

<https://dma.ncdhhs.gov/providers/fee-schedules>