

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

**BRIEFING
DRAFT**

MEETING DATE: OCTOBER 4, 2018

AGENDA ITEM NUMBER: 7

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT
BETWEEN FORSYTH COUNTY AND WAKE FOREST UNIVERSITY BAPTIST
MEDICAL CENTER FOR TRAUMATIC EVENT COUNSELING SERVICES**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

First Responders are often the first to reach a traumatic scene (homicides, suicides, accidental deaths and/or serious injuries) and respond accordingly. This also includes delivering news to survivors, including death notifications. These unique and high-level sensory exposures, as well as other work-related tasks, can lead to chronic stress, social isolation and suppressed immune systems. For employers, it can result in increased absences and problems with retention.

For the past 28 years, and up until last year, the Forsyth County Sheriff's Office has employed an embedded full time chaplain to respond to these circumstances. In a model and pilot program, Wake Forest University Baptist Medical Center (WFUBMC), in coordination with the Sheriff's Office, created a team of first-responder chaplains. After one year of success, the program now has the capacity to serve, not only law enforcement, but also volunteer fire departments, Emergency Medical Services and other County departments. Through WFUMBC's FaithHealth Division, the services agreement provides a countywide network of interfaith/non-secular chaplaincy support, wellness education and crisis intervention services.

The Resolution authorizes the execution of a service agreement between Forsyth County and Wake Forest University Baptist Medical Center in the amount of \$78,000. \$3,000 is funded by the Sheriff's Office and \$75,000 is funded using local MH/DD/SA maintenance of effort funds.

ATTACHMENTS: yes no

SIGNATURE: _____

COUNTY MANAGER

DATE: _____

**RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT
BETWEEN FORSYTH COUNTY AND WAKE FOREST UNIVERSITY BAPTIST
MEDICAL CENTER FOR TRAUMATIC EVENT COUNSELING SERVICES**

WHEREAS, First Responders are often the first to reach a traumatic scene; and

WHEREAS, these unique and high-level sensory exposures can lead to chronic stress, increased absences and difficulty retaining quality employees; and

WHEREAS, Wake Forest University Baptist Medical Center has created a team of first responder, interfaith/non-secular chaplains to serve fire, EMS and law enforcement agencies;

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that a contract for traumatic event counseling services for Forsyth County, is hereby awarded in the amount of \$78,000.00.

BE IT FURTHER RESOLVED that the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, a contract with Wake Forest University Baptist Medical Center for traumatic event counseling services for Forsyth County in the amount of \$78,000.00, 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 4th day of October 2018.

SERVICES AGREEMENT

This Counseling Services Agreement (“Agreement”) is entered into effective the 1st day of August 2018 (the “Effective Date”), between **Wake Forest University Baptist Medical Center** (“WFUBMC”), on behalf of its FaithHealth division (“FaithHealth”) and **Forsyth County, North Carolina** (the “County”) (individually and each a “Party” and collectively, the “Parties”).

PURPOSE

In furtherance of its charitable mission to improve the health of its community, WFUBMC has agreed to provide certain counseling services (the “Services”) to the County through WFUBMC’s FaithHealth, as more particularly described in statements of work, which are and shall be attached hereto, from time to time, and incorporated by reference.

The parties agree that the Services provided hereunder do not, and are not intended to, establish a patient/provider relationship between WFUBMC and any individual receiving or benefiting from the Services provided under this Agreement.

1. TERM

Unless otherwise terminated in accordance with Section 8 herein, the initial term of this Agreement shall be for one (1) year from the Effective Date (the “Initial Term”). Thereafter, upon review of the Services and mutual written agreement of the Parties, this Agreement may *automatically renew* for additional one (1) year terms (“Renewal Terms”). The “Term” shall be the collective of the Initial Term and Renewal Terms. The Term shall not exceed three (3) years.

2. COMPENSATION

The County shall pay WFUBMC for the Services described in one or more statements of work (each a “SOW”) attached hereto. Each SOW shall (i) be signed by the parties; (ii) incorporated by reference this Agreement; and (iii) state the pertinent business terms, including, but not limited to, schedule for performance, pricing, expense reimbursement, and a detailed description of the Services to be provided. Such business terms shall control as to the engagement described in the applicable SOW, but additional or conflicting legal terms may only be added by express amendments to this Agreement signed by authorized representatives of the parties. Each fully executed SOW shall be attached hereto and incorporated herein, and consecutively numbered as Exhibit 1, Exhibit 2, etc. After providing the Services, WFUBMC shall submit to the County invoices on a monthly basis. The County shall pay each invoice within thirty (30) days of receiving the same. The County agrees to reimburse WFUBMC for any costs or expenses, including reasonable attorney’s fees, incurred by WFUBMC to collect amounts that are due and payable hereunder.

3. GENERAL CONDITIONS

A. Rights and Responsibilities of WFUBMC:

1. WFUBMC will not provide any Services other than as described in a SOW attached hereto. Additional Services may be added to this Agreement only in writing by attaching a SOW hereto.

2. WFUBMC agrees to perform the Services with the standard of professional care, skill, and diligence normally provided in the performance of similar Services, in compliance with all applicable laws and regulations.

3. WFUBMC will ensure that all WFUBMC employees remain appropriately licensed, credentialed, or both, as applicable, to provide the Services at all times relevant to this Agreement.

4. WFUBMC will provide the equipment, tools, supplies, forms, and other items needed to perform the Services and will charge the County for such Services in accordance with the fees described in the applicable SOW.

5. WFUBMC will provide the Services in accordance with the SOW.

6. WFUBMC will appoint one or more WFUBMC representatives, as identified on a SOW, who shall be responsible for communicating with the County on all matters relevant to the County's account (each, an "WFUBMC Representative"), including scheduling of Services requested by the County.

7. WFUBMC will only make disclosures to the County of individually identifiable information obtained during the provision of Services as is permitted by applicable law and in accordance with appropriate employee authorization provided in conjunction with the Services. WFUBMC may provide the County with de-identified aggregate data regarding the Services performed, with the general content and format as specified by the County, to the extent permitted by applicable law.

B. Rights and Responsibilities of the County:

1. The County will appoint one or more County representatives, as identified on a SOW, who shall be responsible for communicating with the WFUBMC Representatives on all matters relevant to the County's account, including scheduling of Services (each, a "County Representative").

2. The County will facilitate WFUBMC's provision of the Services by making the County's employees available, providing appropriate access cards and badges as needed to permit WFUBMC to access the County's facility, providing appropriate desk and physical space for the provision of Services, as may be needed from time to time, and providing such other resources as may be reasonably requested by WFUBMC related to the performance of Services.

3. The County will pay WFUBMC for the Services in accordance with the fees set forth on the applicable SOW.

4. The County will be solely responsible for compliance with all State and Federal laws, regulations, and guidelines as are applicable to the County and to employers in general, including, but not limited to: employment record or other retention requirements; privacy and security of information provided to the County; initial and subsequent disclosures of information provided to the County by WFUBMC in relation to the Services provided by WFUBMC; and any employment-related determinations made based upon results of the Services provided by WFUBMC. In the event that any state or federal law, regulation, or other guidelines apply to the business of the County that require additional or special action by WFUBMC, such as required record retention, additional safeguards as to privacy and security of data, or otherwise, the County shall provide adequate information to WFUBMC, in advance and prior to the delivery of any Service by WFUBMC, such that WFUBMC is aware of any such requirements. The County further agrees that it shall only request the Services of WFUBMC and disclosures of information from WFUBMC in compliance with all applicable law.

C. Miscellaneous Conditions

1. This arrangement will not impact or replace WFUBMC's obligations under the Emergency Medical Treatment and Labor Act ("EMTALA") to provide medical screening examinations for patients with emergency medical conditions who present to WFUBMC for care.

2. The County will operate its emergency and response programs and services in accordance with its existing policies and procedures and emergency treatment protocols, including, but not limited to, the requirements of 10A N.C.A.C. Subchapter 13P. Decisions regarding the treatment of emergency patients, the transportation of those patients and the hospital location to which emergency patients are transported will be made in accordance with those policies and protocols and in the sole discretion of the County. Nothing in or related to this Agreement obligates the County to transport patients to WFUBMC.

3. Patients treated by the County emergency services personnel will not be WFUBMC patients unless they are accepted by and transported to WFUBMC for hospital treatment.

4. The County is solely responsible for obtaining and maintaining all permits and licenses necessary to provide its emergency and response services.

5. WFUBMC staff shall not engage in any form of proselytization while conducting services under the terms of this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

WFUBMC shall act as an independent contractor of the County for all purposes relevant to this Agreement. Nothing in this Agreement shall be construed as creating or intending to create a partnership, joint venture, or employer-employee relationship between WFUBMC and the County, and neither party will act as or be an agent or employee of the other party. The County will have

no right or authority whatsoever to bind or commit WFUBMC in any way or to incur any obligation or indebtedness on behalf of WFUBMC.

5. RECORDS

WFUBMC, in accordance with its internal policies and procedures and applicable law, shall maintain appropriate records as are necessary to document the Services provided to the County by WFUBMC and shall be the owner of its records. The County shall be responsible for maintaining its own employment-related and other records relating to the Services and shall be solely responsible for compliance with all state and federal laws, regulations, and guidelines as are applicable to employers.

6. INSURANCE

Each party shall maintain the following insurance coverage:

- A. General liability (in an amount of at least \$1 million occurrence/\$3 million aggregate);
- B. Professional liability (in an amount of at least \$1 million occurrence/\$3 million aggregate);
- C. Commercial automobile liability, which includes coverage for each Parties' respective vehicle liability (in an amount of at least \$ 2 million of bodily injury and property damage liability);
- D. Property and Business Interruption insurance, providing coverage for fire and other casualties with coverage at replacement costs and Business Interruption sublimit of \$1,000,000;
- E. Workers' compensation which meets or exceeds the statutory limit in accordance with North Carolina law;
- F. Employers' liability insurance (in an amount of at least \$500,000); and
- G. Employment Practices Liability ("EPL") (in an amount of at least \$1 million/\$1 million aggregate).

Upon request, a party shall provide a certificate of insurance evidencing its required coverages ("Verification of Coverage"). A failure to provide Verification of Coverage does not waive the obligation to provide said documentation. Each party shall notify the other regarding cancelation of coverage as soon as practical in advance of any cancelation that may result in a lapse of coverage. Otherwise, each party shall immediately notify the other regarding any lapse in the foregoing required insurance coverage.

7. CONFIDENTIALITY AND NON-DISCLOSURE

A. In the course of performing Services under this Agreement, each party ("Receiving Party") may receive, develop, be exposed to or acquire Confidential Information of the other party ("Disclosing Party"), which shall include but is not limited to all information, data, reports, records, summaries, tables, studies, fundraising and marketing information, patient information,

investigative information, information that is confidential by its nature, whether such Confidential Information is written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well as any identified as confidential or proprietary by the disclosing party ("Confidential Information"). This provision shall not apply to Confidential Information (a) after it becomes publicly available through no fault of the Receiving Party; (b) which is later publicly released by the Disclosing Party in writing; (c) which is lawfully obtained from a third party without restriction; or (d) which can be shown by credible written evidence to be previously known or developed by the receiving party independent of the disclosure of Confidential Information by the Disclosing Party.

B. The obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years after the expiration or earlier termination of this Agreement. A Receiving Party will at all times maintain the confidentiality of the Confidential Information, using the same degree of care that the Receiving Party uses to protect its own confidential information, but in any event not less than reasonable care. Confidential Information shall not be used by a Receiving Party except in the performance of this Agreement, and then only to those employees or agents of the Receiving Party who have a need to know the Confidential Information. A Receiving Party shall not disclose to any third party any such Confidential Information unless authorized by (and, when required by law, in writing) the Disclosing Party to do so. Nothing set forth herein shall operate to prohibit or prevent a Receiving Party from disclosing Confidential Information pursuant to any judicial or government request, legal requirement or court order, provided that the Receiving Party takes reasonable steps to provide the Disclosing Party with sufficient prior notice in order to allow the Disclosing Party to contest such request, requirement, or court order. A Receiving Party shall be liable and responsible for any breach of this Section committed by any of its employees, agents, consultants, subcontractors or representatives. Should agents, consultants, subcontractors or representatives be used by the Receiving Party, the Receiving Party agrees and shall ensure that such service provider execute a confidentiality agreement with terms no less restrictive than those contained in this Agreement.

D. HIPAA

1. The Parties acknowledge that each of them may be obligated to and therefore shall comply with the applicable Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of the regulations promulgated thereunder, including the federal privacy and security regulations as contained in 45 C.F.R. Parts 160, and 164, as may be amended from time to time (collectively, the "Regulations") for purposes other than those specifically set forth herein and related to the obligations under this Agreement. To the extent the HIPAA Regulations are applicable to the Services, Parties' obligations, or both hereunder, the Parties agree to comply with HIPAA and its Regulations.

2. With respect to this Agreement and the obligations hereunder, neither Party is acting as a "Covered Entity" or engaging in "Covered Transactions" and the Services provided by WFUBMC do not constitute "Treatment," as those terms are defined by HIPAA.

3. The County acknowledges and understands that HIPAA establishes certain requirements related to and regarding the disclosure of protected health information ("PHI"), as that term is defined by HIPAA. The County further acknowledges and understands

that WFUBMC and the Assigned Personnel may be required to, and, if so, will obtain appropriate authorization, consent, or both, as applicable, from patients receiving, benefiting from, or otherwise involved with the Services before WFUBMC, the Assigned Personnel, or both will disclose a patient's PHI to the County or any other third-party at a patient's request.

8. TERMINATION

Notwithstanding any other provision of this Agreement to the contrary, either party will have the right to terminate this Agreement or a SOW attached hereto at any time upon forty-five (45) days written notice to the other party. If WFUBMC is in receipt of a notice of termination by the County, WFUBMC may suspend its performance of Services and shall, within five (5) business days, notify the County of all outstanding fees and costs for Services performed in accordance with this Agreement through the date of termination, including without limitation non-cancellable obligations incurred in reliance on this Agreement. The County shall pay WFUBMC for all Services, and reimburse WFUBMC for all approved expenses, up to the effective date of termination. In no event shall the County be entitled to any additional payments of any kind, including without limitation loss of business, lost profit, special or incidental damages, or any other cost or charges other than as set forth in this Section.

9. NOTICES

All notices required by this Agreement shall be forwarded to the WFUBMC Representative at the address listed below or to the County Representative at the address listed below or to such other addresses or persons as may be furnished from time to time in writing by one party to the other party:

To the County: Forsyth County
Forsyth County Government Center, Fifth Floor
201 N. Chestnut St.
Winston-Salem, North Carolina 27101
Attn: J. Dudley Watts, Jr., County Manager

To WFUBMC: Wake Forest University Baptist Medical Center
Medical Center Boulevard
Winston-Salem, NC 27157
Attn: Director of Chaplaincy and Clinical Ministries

*With a copy to: ATTN: VP & General Counsel
WFUBMC Legal Department
At the WFUBMC address above*

The notice shall be effective on the date of delivery if delivered by hand, the date of delivery as indicated on the receipt if sent via overnight mail, or the date indicated on the return receipt whether or not such notice is accepted by the addressee. The Parties may mutually agree to accept notice via e-mail, provided receipt of the e-mail and its content can be confirmed, such as with a "read receipt" or confirmation of receipt from the receiver, with time of receipt being the uniform time the email enters the receiver's e-mail server. All copies of notices to the WFUBMC Legal Department shall be delivered either by hand, overnight mail, or via return receipt requested. Copies to the WFUBMC shall not be sent via e-mail.

10. INDEMNIFICATION

A. Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its members, directors, officers, employees, agents, and students (collectively "Indemnified Party"), from and against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney's fees, and expenses arising out of or related to the Indemnifying Party's negligent acts or omissions in its execution and performance of obligations under this Agreement, except for those acts, errors and omissions that are due to the sole negligence of the Indemnified Party. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against a party, the Indemnifying Party will, at its own cost and expense, provide the Indemnified Party with all reasonable information and assistance in the defense or other disposition thereof.

B. Procedures. To initiate indemnification obligations, the Indemnified Party shall: (i) provide prompt written notice to the Indemnifying Party; (ii) grant sole defense or settlement of the claim or action to the Indemnifying Party; and (iii) provide reasonable cooperation to the Indemnifying Party at the request and expense of the Indemnifying Party. Subject to the foregoing, the Indemnifying Party shall not settle any claim without the Indemnified Party's prior written consent for any settlements that may impose any obligation of liability on the Indemnified Party. The Indemnified Party may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, and related settlement negotiations.

11. NO REQUIREMENT TO REFER

The arrangement memorialized in this Agreement is for the benefit of the County and greater local community. Nothing in or related to this Agreement obligates or is intended to induce either Party to refer patients or to purchase, lease, order, or arrange for any good, facility, service, or item for which payment may be made in whole or in part under a Federal health care program. This Agreement is not intended to influence the judgment of the County or the individuals served under this Agreement in choosing a medical facility or facilities appropriate for proper care and treatment. Both Parties hereby support a patient's right to select the medical facility or facilities of the patient's choice.

12. BINDING EFFECT, VENUE, AND ASSIGNMENT

This Agreement will be construed and interpreted according to the laws of the State of North Carolina without giving effect to its conflicts or choice of law principles. Jurisdiction and venue for any dispute hereunder shall lie in Forsyth County, Winston-Salem, North Carolina. This Agreement will be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the County and to WFUBMC will include their heirs, successors, assigns, and personal representatives. Neither party may assign this Agreement without the written consent of the other party, except that WFUBMC may assign this Agreement to Wake Forest University Health Sciences or North Carolina Baptist Hospital, or to their jointly or wholly controlled affiliates.

13. NON-DISCRIMINATION

The performance required by this Agreement shall be rendered in accordance with applicable federal laws and standards that prohibit discrimination against individuals on the basis of age, race, color, sex, religion, national origin, veterans' status, or disability. Each party certifies that

its employment practices comply with applicable state and federal law and that it engages in affirmative action efforts where appropriate.

14. WAIVER OF DEFAULT

Either Party's failure to insist upon the strict performance of any term or provision of this Agreement or to exercise any right or remedy upon a breach thereof, or acceptance of the Services during the continuance of any such breach, will not constitute a waiver of such breach or of any such term or provision. Breach of this Agreement may not be waived or modified except by a written agreement executed by the Parties.

15. USE OF NAME

Except as otherwise set forth herein, neither party will use the name, trademark, service mark, logo, or any other identifiers of the other party without prior written consent from the other party. Requests to use the name or marks of WFUBMC or any of its affiliates or subsidiaries must be submitted through WFUBMC's Communications, Marketing & Media Department for approval.

16. SEVERABILITY

Subject to the provisions of paragraph 19 hereof, the invalidity or unenforceability of any particular provision of this Agreement should not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. CAPTIONS

The captions to the paragraphs in this Agreement are included for convenience only and are not intended to modify or explain any of the terms of this Agreement.

18. COUNTERPARTS

This Agreement, including any facsimile or electronic (e.g., pdf) versions thereof, may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same instrument.

19. COMPLIANCE WITH THE LAW AND MODIFICATION

The parties expressly acknowledge that it has been and continues to be their intent to comply, and the parties shall comply, with all applicable federal, state, and local laws and regulations. In the event that any one or more of the terms of this Agreement is determined to be unlawful or invalid under state or federal law, as the result of an enforcement action brought against any party hereto, or an audit or examination of any party hereto by the Office of Inspector General of the Department of Health and Human Services, the Internal Revenue Service, the North Carolina Department of Revenue, the United States Justice Department, the North Carolina Attorney General's Office, or any other agency of the state or federal government having jurisdiction over the subject matter of this Agreement, the parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the same to eliminate the illegality or invalidity. In the event that an enforcement action is brought or threatened against any party hereto, or an audit or examination is commenced with respect to any party hereto by the Office of Inspector General of the Department of Health and Human Services, the Internal Revenue Service, the North Carolina Department of Revenue, the United States Justice Department, the North Carolina Attorney General's Office, or any other agency of state or federal government having jurisdiction over the subject matter of this Agreement, and reformation of this Agreement shall facilitate the resolution of the enforcement action or threatened enforcement action, or shall facilitate the resolution of the

audit or examination in favor of the party being examined or audited, the parties hereto agree to negotiate in good faith to reform this Agreement and shall reform this Agreement to eliminate or revise its term or terms in a manner to favorably resolve the enforcement action, threatened enforcement action, audit, or examination. To "favorably resolve" means that it shall be resolved in such a manner that the agency of state or federal government which is bringing or threatening the enforcement action, audit, or examination does not conclude or find that a term of this Agreement is unlawful or invalid under state or federal law. In the event that there is a change of state or federal law that would render any one or more of the terms of this Agreement unlawful or invalid, the parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the same to eliminate the illegality or invalidity and to comply with such change. The terms of this paragraph shall survive the termination of this Agreement.

20. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or discussions, whether oral or written, concerning the subject matter hereof. If any provision in this Agreement is inconsistent with or contradicts the attached schedules, this Agreement will govern. In order to be effective, any amendment to this Agreement shall be required to be in writing and shall be signed by both Parties hereto.

21. NO CONSTRUCTION AGAINST DRAFTER

Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

**WAKE FOREST UNIVERSITY BAPTIST
MEDICAL CENTER:**

FORSYTH COUNTY, NORTH CAROLINA:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1
STATEMENT OF WORK – FORSYTH COUNTY SHERIFF’S OFFICE

This Statement of Work (“SOW”), effective the 1st day of August, 2018 (the “SOW Effective Date”), is governed by the terms and conditions of the Master Services Agreement (the “Agreement”) dated August 1, 2018 between **Wake Forest University Baptist Medical Center** (“WFUBMC”) and **Forsyth County** (“the County”).

Capitalized terms used herein but not otherwise defined herein shall have the same meanings given to them in the Agreement. In the event of a conflict or inconsistency between any term or condition set forth in this SOW and the Agreement, the Agreement will govern unless the SOW expressly provides otherwise. Notwithstanding the foregoing, additional legal terms may only be added by an express amendment to the Agreement signed by authorized representatives of the parties.

1. The term of this SOW shall be from the SOW Effective Date through the earlier of: (i) the expiration of the Master Services Agreement; (ii) the termination of the Master Services Agreement pursuant to its terms; or (iii) termination of this SOW by either party pursuant to the terms of the Master Services Agreement.
2. WFUBMC will assign the following personnel to provide the Services set forth herein, which will be performed for the **Forsyth County’s Sheriff’s Office**:

| | |
|--|---|
| <u>WFUBMC’s Assigned Personnel</u> Glenn Davis | <u>Title</u> Chaplain for Community Crisis Response |
|--|---|

As may be assigned by WFUBMC.

3. WFUBMC agrees to and/or will provide for the following Services:
 - a. Provide counseling care and support services and serve as a Liaison for Sheriff’s Office’s employees, their families, victims, and other responders at and related to scenes, emergencies, crises, and other traumatic incidents involving the County’s Sheriff’s Office (“Events”);
 - b. At the County Sheriff’s Office request, at the referral of a County employee, or upon receipt of information that in the Assigned Personnel’s professional determination requires the provision of Services, deploy to Events;
 - c. Triage counseling care response for critical Computer-Assisted Dispatch (“CAD”) messages reporting an Event and coordinate response with FaithHealth and medical center resources;
 - d. Provide consulting, staff development, and education related to counseling care, responding to Events, and other related subject matter;
 - e. Develop and manage on-call counseling support services for Sheriff’s Office;

- f. Comply with the provisions of the Forsyth County Sheriff Office's guidelines and procedures for the acceptable use of vehicles as outlined in Standard Operating Policy Number 206, affixed hereto and incorporated herein by reference;

Personal use of the County-provided vehicle, shall be reported monthly to the Forsyth County Sheriff's Office with 15 days of the prior month end. The County shall be reimbursed for non-business use at the IRS rate. For the purposes of this Agreement, non-business use shall include any travel outside of Forsyth County, except if using for pre-approved business travel and if the operator of the vehicle is not on-call as a result of being on vacation, sick or leave of any kind. Generally, the vehicle shall only be operated for a valid business use and in a capacity in which it serves a "public purpose".

- g. Provide community resource information that may be of interest to Sheriff's Office staff; and
- h. Provide other such related Services as may be requested or directed by the Sheriff's Office.

4. The Forsyth County Sheriff's Office agrees to and/or will provide the following:

- a) To facilitate the performance of Services hereunder and to identify circumstances or Events whereby Services may be required, the Sheriff's Office will provide the Assigned Personnel with appropriate access to the CAD and other County notification systems and databases as County may deem appropriate.
- b) The County will provide a County vehicle to Assigned Personnel to respond to Events requiring the Assigned Personnel's performance of Services under this SOW. Assigned Personnel will not use the County vehicle for personal use. For the purposes of this SOW, "personal use" means: (i) use outside of the geographical area of Forsyth County, except if required for the provision of Services set forth in Paragraph 3 above or if the use outside of Forsyth County is pre-approved by the County; and (ii) use when Assigned Personnel is not on-call as a result of being on vacation, illness, or leave of absence.
- c) In consideration of the Services provided pursuant to this SOW, in accordance with the terms of the Agreement, the Forsyth County Sheriff's Office shall provide:
 - a. One (1) vehicle, including all related operating and replacement expenses including: County vehicle maintenance services, repair services, and County fueling capability;
 - b. Mobile computer tablet, including monthly operating expenses and replacement;
 - c. Computer laptop device, including all related software and upgrade expenses, and;
 - d. Reimbursement for business travel expenses including registration, lodging, meals, transportation (i.e. airfare, baggage fees, taxi, etc.) and incidentals will be invoiced as incurred, and shall not exceed \$3,000.00 under this Agreement. Invoices (including all receipts) shall be electronically provided to the Forsyth County Business Office, business@fcsso.us. Payments, reimbursements, or both

for training shall be in accordance with the County's travel policy, as well as the applicable policies and procedures of the Forsyth County Sheriff's Office. The County shall provide copies of the applicable policies and procedures to WFUBMC for its records.

5. WFUBMC's Representative under this SOW will be:

Jay Foster, Director of Chaplaincy and Clinical Ministries
336-716-3409
jfoster@wakehealth.edu

6. The County's Representative under this SOW will be:

William T. Schatzman (or designee)
336-917-7327
schatzwt@fcsso.us

7. Any modifications to the terms of this SOW must be amended in writing or by a Change Order and must be signed by both parties to be valid.

[Intentionally Left Blank for Signature to Follow]

IN WITNESS WHEREOF, each of the undersigned executes this SOW as of the SOW Effective Date written above.

**WAKE FOREST UNIVERSITY BAPTIST
MEDICAL CENTER:**

By: _____

Name: _____

Title: _____

ACCEPTED BY:

FAITHHEALTH:

By: _____

Name: Jay Foster, D. Min., BCC

Title: Director Chaplaincy and Clinical Ministries

FORSYTH COUNTY:

By: _____

Name: _____

Title: _____

FORSYTH COUNTY SHERIFF'S OFFICE:

By: _____

Name: William T. Schatzman

Title: Sheriff

EXHIBIT 2
STATEMENT OF WORK
Forsyth County Departments and Volunteer Fire
and
Wake Forest University Baptist Medical Center

This Statement of Work (“SOW”), effective the 1st day of August, 2018 (the “SOW Effective Date”), is governed by the terms and conditions of the Master Services Agreement (the “Agreement”) dated 1st day of August, 2018 between **Wake Forest University Baptist Medical Center** (“WFUBMC”) and Forsyth County Departments and Volunteer Fire Departments.

Capitalized terms used herein but not otherwise defined herein shall have the same meanings given to them in the Agreement. In the event of a conflict or inconsistency between any term or condition set forth in this SOW and the Agreement, the Agreement will govern unless the SOW expressly provides otherwise. Notwithstanding the foregoing, additional legal terms may only be added by an express amendment to the Agreement signed by authorized representatives of the parties.

1. The term of this SOW shall be from the SOW Effective Date through the earlier of: (i) the expiration of the Master Services Agreement; (ii) the termination of the Master Services Agreement pursuant to its terms; or (iii) termination of this SOW by either party pursuant to the terms of the Master Services Agreement.
2. WFUBMC will assign the following personnel to provide the Services set forth herein, which will be performed for Forsyth County Departments:

| <u>WFUBMC’s Assigned Personnel</u> | <u>Title</u> |
|--|--------------|
| Chaplain Supervisor, First Responder Chaplaincy Program | |

As may be assigned by WFUBMC.

3. The purpose of this agreement, by and between the WFUBMC and above-mentioned Forsyth County Departments is to:
 1. To increase well-being outcomes and retention rates for staff by providing First Responder Chaplaincy services when possible for staff who are impacted by critical incident stress and/or in need of crisis intervention not otherwise provided by the department’s internal resources and/or the Employee Assistance Program (EAP).
 - a) For the purposes of this agreement, a Critical Incident is defined as any situation beyond the realm of an individual’s usual experiences that has the potential to elicit unusually strong emotional reactions, which interfere with the affected individual’s ability to function either at the time of the incident or later. Examples of critical incidents may include but are not limited to: Line of duty or on the job death/serious injury, suicide of a coworker, other non-LOD traumatic death/injury of a coworker, mass casualty event, death of a child in one’s care, death notification, protracted failed rescue attempt,

traumatic event in which the victim is known to the responder, or other events perceived to be threatening or potentially threatening to the safety of a staff member which might potentially induce psychological and/or physical responses and seriously impair life functioning and/or work performance.

- b) For the purposes of this agreement, Critical Incident Stress (CIS) refers to the acute or delayed post incident stress reactions or symptoms that an individual may exhibit following exposure to or participation in a critical incident. These signals of distress, exhibited after a critical incident, are typically observed in five domains (physical, cognitive, emotional, behavioral, and spiritual).
4. To accomplish these outcomes, WFUBMC agrees to and/or will provide for the following Services:
 - a. Identify a liaison to serve as the point of contact for quarterly meetings between WFUBMC and representatives from the above-mentioned Forsyth County Departments for the purpose of building trust and an ongoing partnership.
 - b. Utilize trained and credentialed WFUBMC staff who have completed all personnel actions required by WFUBMC Human Resources, including security clearances conducted by the Forsyth County Sheriff's Office.
 - c. Provide when possible, one-on-one and/or group crisis intervention services on scene to employees of the above-mentioned agencies, and their immediate families in the aftermath of traumatic events, while working in collaboration with each agency's internal support resources to also provide follow-up care and referrals when necessary.
 5. In consideration of this agreement, each of the above-mentioned agencies agrees to and will provide the following:
 - a. Identify a liaison to serve as the point of contact for the First Responder Chaplaincy Program for the purpose of building, sustaining a trusting partnership to most effectively serve First Responders.
 - b. Provide office space on their worksites that can be utilized for confidential interventions and other meetings as needed.
 - c. Provide First Responder Chaplaincy Program staff with ID badges and security clearance for 24/7 access to work premises for the purposes of assisting, training first responders onsite for appropriate departments.
 6. WFUBMC's Representative under this SOW will be:
Jay Foster, Director of Chaplaincy and Clinical Ministries
336-716-3409
jfoster@wakehealth.edu
 7. The County's Representative under this SOW will be: Shontell Robinson, Human Resources Director

8. Any modifications to the terms of this SOW must be amended in writing or by a Change Order and must be signed by both parties to be valid.

9. **COMPENSATION**

The County shall pay WFUBMC for the Services described above an amount not to exceed \$75,000 beginning August 1, 2018 through June 30, 2019.

Payment shall be made in accordance to terms outlined in Section 2 COMPENSATION on page 1 of 10 of the Counseling Services agreement.

[Intentionally Left Blank for Signature to Follow]

IN WITNESS WHEREOF, each of the undersigned executes this SOW as of the SOW Effective Date written above.

**WAKE FOREST UNIVERSITY BAPTIST
MEDICAL CENTER:**

By: _____

Name: _____

Title: _____

FORSYTH COUNTY:

By: _____

Name: _____

Title: _____

ACCEPTED BY:

FAITHHEALTH:

By: _____

Name: Jay Foster, D. Min., BCC

Title: Director Chaplaincy and Clinical Ministries

FORSYTH COUNTY:

By: _____

Name: J. Dudley Watts, Jr.

Title: County Manager