

**AGREEMENT BETWEEN
WAKE FOREST UNIVERSITY BAPTIST MEDICAL CENTER
AND
YADKIN COUNTY HUMAN SERVICES AGENCY**

THIS AGREEMENT is entered into as of the **1st** day of **July** 2017, between the **WAKE FOREST UNIVERSITY BAPTIST MEDICAL CENTER**, on behalf of its Department of Obstetrics and Gynecology ("WFUBMC") and the **YADKIN COUNTY HUMAN SERVICES AGENCY, MEDICAL CLINIC** (the "AGENCY"), located in Yadkin County, North Carolina.

Background and Purpose

Presently, residents of the communities served by the Yadkin County Human Services Agency may require additional access to medical services in the specialty of obstetrics and local access to these services is important to the delivery of adequate health care to those rural and underserved communities. WFUBMC has agreed to provide professional physician services in the specialty of obstetrics to Yadkin County Human Services Agency's Maternal Health Clinic ("Clinic"), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, WFUBMC and Agency agree as follows:

1. **WFUBMC Responsibilities. WFUBMC will.**
 - 1.1 Provide professional physician services for the Clinic sufficient to attend to and treat all patients scheduled to be seen at each clinic session and will treat all patients at the Clinic, without discrimination as to race, religion, sex, national origin, or handicap.
 - 1.2 Be responsible for the supervision and medical direction of the Clinic for all obstetric services, including but not limited to the quality of care provided at the Clinic. The Human Services Agency will not direct, control or supervise the provision of physician services at the Clinic. No physician provided by WFUBMC will be considered an employee of the Human Services Agency of Yadkin County for any purpose.
 - 1.3 Advise the Agency with respect to the performance of Agency personnel assigned to the Clinic and will provide appropriate supervision and direction to such personnel.
 - 1.4 Advise the Human Services Agency with respect to requisitions for supplies and support services and will not engage in direct purchasing or otherwise contract for any liability or incur any obligation on behalf of the Agency without the Agency's prior consent.
 - 1.5 Ensure that the physician providing services under this Agreement to Facility are duly licensed to practice medicine in North Carolina and are qualified to provide physician services in the medical specialty of obstetrics.

- 1.6 Cause professional liability insurance coverage to be provided for all physicians involved in providing the services described in this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Upon request, WFUBMC will provide Facility with evidence of such coverage.
- 1.7 Immediately notify the Facility of any change in the status of any physician license rendering services under this Agreement and any material adverse change in the professional liability insurance coverage of such physician.
- 1.8 None of its health care professionals, including but not limited to nurses, physician assistants, and nurse practitioners, have been excluded from providing services through any State or Federal health care programs including but not limited to Medicare and Medicaid.
- 1.9 Reviews the exclusion list prior to hiring health care employment.
- 1.10 Be responsible for transcription requirements of the Clinic.

2. Agency Responsibilities. Facility will:

- 2.1 Agency will operate the Clinic at 638 West Main Street, Yadkinville, North Carolina 27055, at its sole cost and expense, as a Human Services Agency owned and operated clinic, and will provide facility space, equipment, supplies and non-physician clinical and administrative personnel for the appropriate and efficient operation of the Clinic, including an office area, two (2) to three (3) exam rooms, typical outpatient expendable medical supplies, clerical support during the Clinic and for scheduling patients and transcription of Clinic visits. The Human Services Agency agrees to provide the services of a nurse practitioner, working under the supervision of the Physician, to provide OB/GYN services at the Human Services Agency. All such space, equipment, services, and supplies to be provided by the Human Services Agency are collectively referred to as the "Clinic Support."
- 2.2 Agency will operate the Clinic for the term of this Agreement at the initial rate of one (1) three-hour clinic per week at \$120.85 per hour for three (3) hours per weekly clinic, provided that the Agency and WFUBMC may mutually agree to cancel or increase the number of clinic sessions based on patient demand.
- 2.3 Agency may cancel a Clinic for lack of a sufficient number of scheduled patients by giving written notice to WFUBMC no less than ten (10) business days prior to the date that the Clinic is scheduled. Written notice includes email messages to either Oona O'Neill, MD at oonell@wakehealth.edu or Andrea Fernandez, MD at asferman@wakehealth.edu provided such email receipt is confirmed by sender. WFUBMC may cancel a Clinic by giving two (2) days written notice if a physician will be unable to attend the Clinic. Written notice includes email message to Debbie Dennis, FNP-C, Nursing Supervisor for the Human Services Agency, ddennis@yadkincountync.gov, Tamara Gregory, Public Health Nurse II,

tgregory@vadkincountync.gov, or Trish Belton, Administrative Officer of the Human Services Agency, tbelton@vadkincountync.gov provided such email receipt is confirmed by sender.

- 2.4 Ensure that all of its health care professionals providing Clinic Support under this Agreement are competent to perform their duties and are duly licensed to practice their respective professions in North Carolina.
- 2.5 Maintain general and professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Facility will provide WFUBMC with evidence of such coverage.
- 2.6 Immediately notify WFUBMC of any change in status of the licenses of any health professional rendering services in connection with this Agreement and any material adverse changes in its insurance coverage.
- 2.7 Provide appropriate marketing for the Clinic, including but not limited to, advising the Facility medical staff of the operation of the Clinic.
- 2.8 None of its health care professionals, including but not limited to nurses, physician assistants, and nurse practitioners, have been excluded from providing services through any State or Federal health care programs including but not limited to Medicare and Medicaid.
- 2.9 Reviews the exclusion list prior to hiring health care employment.
- 2.10 Not direct, control or supervise the provision of physician services at the Clinic.

3. **Compensation.** Agency will pay WFUBMC Three Hundred Sixty-two Dollars and fifty-five Cents (\$362.55) for each three (3) hour Clinic session, for its professional physician services rendered to patients of the Clinic (the "Professional Fee Payment"). Agency and WFUBMC have determined that the Professional Fee Payment is the fair market value for such services. Agency will pay WFUBMC for each scheduled clinic regardless of the number of patients scheduled for the Clinic unless the Clinic is canceled in accordance with paragraph 2. Agency will pay WFUBMC the Professional Fee Payment on a monthly basis on the first day of each month based on the number of Clinics conducted during the prior month. All Professional Fee Payments that have accrued but have not been paid on the termination of this Agreement will be paid on or before the date of termination. The total amount of the contract is not to exceed \$18,853.00.

4. **Term.** This Agreement will remain in full force and effect for a period of twelve months from July 1, 2017 through June 30, 2018. If either party to this Agreement fails to perform its duties as required by this Agreement, then this Agreement may be terminated by either party upon written notice specifying the nature of the failure to perform to the

other party. However, the party in default of its obligations will have thirty (30) days from receipt of notice in which to cure the default and render the notice of termination null and void. The foregoing shall not apply if efforts to cure a default are potentially detrimental to the quality of patient care.

5. **Billing of Professional Fees.** Agency will be entitled to bill, collect and receive any fees or charges for physician services rendered by WFUBMC under this Agreement, with such fees and charges being determined by the Agency, and said fees and charges will belong to the Agency. Physician agrees to execute a certification agreeing that the Human Services Agency will bill for Physician's services provided to patients at the Agency. Professional fees generated by WFUBMC for services rendered outside the Clinic will belong to WFUBMC. Agency will comply with all billing requirements imposed by insurance laws, Medicare, Medicaid, and other payers on physicians. In addition, the Agency will maintain a billing compliance program to assure that all professional bills submitted to payers comply with these requirements and will indemnify and hold harmless WFUBMC, its employees and agents against any claims, fines, penalties and costs, including reasonable attorneys' fees arising out of the Agency's billing. WFUBMC will reasonably cooperate with the Agency to facilitate the Agency's billing and collection for physician services.
6. **Medical Records.** As to the parties, patient records will belong to the Agency and Agency will keep and preserve all medical records which relate to the operation of the Clinic in accordance with applicable laws and any contractual requirements of private insurance or managed care companies. WFUBMC will have full and complete access to the medical record as well as the right to a copy of the record upon request. In the event the medical records are conveyed or placed in the custody or control of any third party, Agency will ensure that such third party undertakes the obligation to preserve the medical records and recognizes WFUBMC's right of access to these records.
7. **Maintenance of Records.** In order to comply with federal laws governing the provision of services to Medicare and Medicaid beneficiaries and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the parties agree to retain and make available upon the request of the appropriate federal agencies or their duly authorized representatives, this Agreement and all books and records necessary to verify the costs incurred under this Agreement for a period of ten (10) years after such services are furnished. If either party requires the services of a subcontractor in complying with its obligations under this Agreement, then such subcontractor will also be subject to these provisions for records access and maintenance, and the parties agree to require written compliance with the same in any contract with such subcontractor.
8. **Regulatory Compliance.**
 - 8.1 Agency will be responsible for paying its employees and compliance with all employment requirements relating to its employees providing Clinic Support under this Agreement including without limitation Wage and Hour, Occupational Safety Health Administration (OSHA), Clinical Laboratory Improvement Amendments (CLIA), Workers' Compensation and Americans with Disabilities

Act (ADA) requirements. Except as provided below, WFUBMC will be responsible for paying its employees and compliance with all employment requirements relating to its employees providing services under this Agreement including without limitation Wage and Hour, OSHA, CLIA, Workers' Compensation and ADA requirements.

- 8.2 Both agency and WFUBMC will comply with OSHA's General Industry, Bloodborne Pathogens, and Tuberculosis Standards, the North Carolina General Statutes for Infection Control and Communicable Diseases, and if applicable, the Joint Commission accreditation guidelines regarding safety, hazardous materials handling, communicable disease control, occupational exposure prevention and management, and infection control.
- 8.3 With respect to WFUBMC physicians and employees provided under this Agreement, the Agency will provide (i) site-specific education on fire and hazardous chemical safety, communicable disease epidemiology and control, Bloodborne Pathogen Exposure Control and Tuberculosis Control Standards, pre-placement and annually; (ii) facilities, supplies and equipment, including personal protective equipment, protective clothing, supplies and materials in compliance with OSHA standards for the protection of health care workers; and (iii) the initial evaluation, counseling, and treatment following an exposure in compliance with Centers for Disease Control ("CDC") recommendations. WFUBMC physicians and employees should follow-up with the WFUBMC Employee Health Department as soon as possible following an exposure. Agency will provide all documentation concerning the exposure to the WFUBMC Employee Health Department
- 8.4 Each party will comply with applicable laws and regulations pertaining to billing and will maintain billing compliance plans. The Agency agrees to post such compliance information, including a Compliance Hotline telephone number, where the WFUBMC Clinic is held and where it will be seen by employees.
- 8.5 Nothing in this Agreement will be construed to require or induce the referral of patients or generate business between WFUBMC and the Agency in such a manner that would constitute a violation of applicable federal or North Carolina laws. WFUBMC and the Agency will be entitled to refer patients or business to any other health care provider or facility.
- 8.6 Notwithstanding any other provisions of this Agreement, if any law, or regulation or judicial or other official interpretation thereof becomes in effect at any time during the term of this Agreement which prohibits, restricts, limits, or in any way materially changes or affects either party's rights or obligations under this Agreement, either party may give the other party notice of intent to amend this Agreement to the satisfaction of the noticing party to achieve compliance. If this Agreement is not so amended in writing within twenty (20) days after such notice is given, this Agreement will terminate.
- 8.7 HIPAA Compliance.

- 8.7.1 The parties agree to execute a Business Associate Agreement, if such agreement is deemed necessary by the parties to comply with HIPAA.
- 8.7.2 Facility warrants that its employees providing Clinical Support under this Agreement have received adequate training pursuant to the requirements of HIPAA.
9. **Survival.** Any terms of this Agreement that would, by their nature, survive the expiration or termination of this Agreement will so survive.
10. **Remedies.** If any party fails to observe, keep or perform any of the terms or conditions of this Agreement to be observed, kept or performed by it and such default continues for thirty (30) days after receipt of notice thereof, the non-defaulting party will be entitled to terminate this Agreement and exercise all of its available remedies.
11. **Use of Name.** Any press release or other use of the WFUBMC name, service mark, brand, or logo must be (i) in accordance with the WFUBMC Brand Center located at www.wakehealth.edu/brand-center, and (ii) pre-approved in writing by the WFUBMC Communications Marketing & Media ("CM&M") Department. The Parties may mutually agree upon a press release announcing this Agreement to be issued at a mutually agreed upon time. Either Party may refer to statements made in such press release in future marketing materials and advertisements, provided however, that upon receipt of a written request, both Parties agree to stop using any press release or references to a press release (a) immediately as to new uses, and (b) within a commercially reasonable time as to existing uses. Any additional statements regarding the relationship of the Parties hereunder shall require mutual written consent, except that either Party may refer to the existence of this Agreement or the relationship of the Parties in connection with a press release related to regulatory filings. Each Party is authorized to use the name and logo of the other Party, as approved by the WFUBMC CM&M Department, on its website solely to identify such Party's relationship. Subject to WFUBMC's Use of Name Guidelines and prior approval by the WFUBMC CM&M Department, Facility may include WFUBMC's name in Facility's customer list, and may identify WFUBMC as its customer in its sales presentations, marketing materials, advertising, promotion and similar public disclosures.
12. **Indemnification.**
- 12.1 Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its members, officers, directors, trustees, employees, and agents from and against all claims and liabilities for personal injury, death, property damage, and/or inappropriate use or disclosure of confidential patient information, to the extent arising out of the negligence or willful misconduct of the Indemnifying Party, its members, officers, directors, trustees, employees or agents. This Section shall survive the expiration or termination of this Agreement by either party for any reason.

- 12.2 In the event of any litigation against either party pertaining to any matter related to the other party's duties under this Agreement, both parties agree to fully cooperate with the other at all times during the pendency of the claim or lawsuit including, without limitation, providing the other with all available information, including medical records, concerning the claim or lawsuit and meeting with the other or its representatives prior to giving testimony in connection with such claim or lawsuit unless counseled by its attorney not to do so in order to preserve the attorney-client privilege.

13. Miscellaneous.

- 13.1 The relationship of the parties under this Agreement will be one of independent contractors. No other relationship between the parties exists under this Agreement. Facility shall neither have nor exercise any control or direction over the methods or manner by which the physicians employed by or affiliated with WFUBMC perform the services at the Clinic. Facility will not withhold any sums for income tax, Social Security, unemployment insurance or any other employee withholding, nor will Facility offer WFUBMC, or its employees assigned to perform the services, any employee benefits, including without limitation health benefits, pension benefits, workers' compensation coverage, or death and disability insurance.
- 13.2 Neither party to this Agreement will assign any of its rights or delegate any of its duties under this Agreement without the written consent of the other parties, except that WFUBMC may assign this Agreement to Wake Forest University Health Sciences or North Carolina Baptist Hospital, or their jointly or wholly controlled affiliates.
- 13.3 This Agreement may be amended only by a written instrument signed by both parties.
- 13.4 Notice. Any notices provided for in this Agreement shall be given in writing and transmitted by facsimile and personal delivery, prepaid first class registered or certified mail, or overnight delivery, and addressed as follows:

If to WFUBMC: Wake Forest University Baptist Medical Center
Attention: Clinical Business Development
Medical Center Boulevard
Winston-Salem, NC 27157

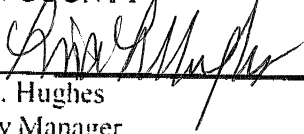
If to Facility: Yadkin County Human Services Agency
Attention: Kimberly D. Harrell
Director
217 East Willow Street
Yadkinville, NC 27055

Any notice shall be deemed to have been delivered or received on the date delivered, if delivered personally, or on the third day following the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States Mail, if addressed and sent as aforesaid. Either party may change its address for purposes of notice by providing notice of such change to the other party hereto, in writing, in the manner herein specified.


- 13.5 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.
- 13.6 No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision or of another breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- 13.7 All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreements between the parties or otherwise.
- 13.8 This Agreement, including facsimile or electronic (e.g., pdf) versions thereof, may be executed by the parties in any number of separate counterparts, each of which may be deemed an original, and all of which constitute and the same instrument.
- 13.9 This Agreement will be construed and enforced in accordance with the laws of the State of North Carolina, without giving effect to its conflicts or choice of law principles. Jurisdiction and venue for any disputes hereunder shall lie in Forsyth County, Winston-Salem, North Carolina.
- 13.10 This Agreement constitutes the entire agreement between the parties hereto and contains all agreements between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. All rights and obligations under this Agreement are between and for the benefit of WFUBMC and Facility and are not intended for the benefit of any third party.

As evidence of this Agreement, the Human Services Agency and WFUBMC have executed this Agreement as of the day and year first written above.

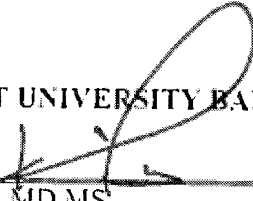
YADKIN COUNTY

By: 
Lisa L. Hughes
County Manager

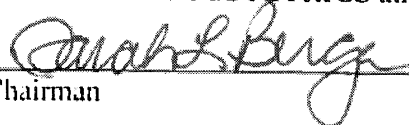
YADKIN COUNTY HUMAN SERVICES AGENCY

By: 
Kimberly D. Harrell
Director

WAKE FOREST UNIVERSITY BAPTIST MEDICAL CENTER

By: 
Kevin P. High, MD MS
Executive Vice President, Health System Affairs

DEPARTMENT of OBSTETRICS and GYNECOLOGY

By:  Sarah Berga, MD
Chairman

Name of Counterparty:

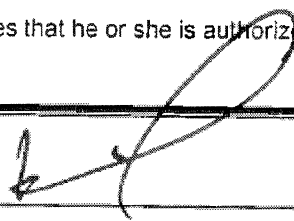
Wake Forest University Baptist Medical Center

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature



Date

10/5/17

Printed Name

Kevin P. High, MD

Title

EVP