

ADDENDUM TO STANDARD FORM BID/AGREEMENT

DATED THE _____ DAY OF _____, 20____ BETWEEN THE JEFFERSON COUNTY BOARD OF HEALTH ("BOARD"), AND _____ ("CONTRACTOR")

MEDICAL SERVICES

WHEREAS, the Board is a county board of health constituted under the laws of the State of Alabama, and

WHEREAS, Contractor is a _____ (corporation, partnership, sole proprietor, LLC) organized under the laws of the State of _____, registered to do business in the State of Alabama and doing business in Jefferson County, Alabama, and

WHEREAS, Board and Contractor are desirous of entering into the Agreement and this Addendum whereby Contractor will provide certain services and scope of work identified in the Agreement.

WHEREAS, the Board and Contractor desire to amend the Agreement through this Addendum in accordance with the terms and conditions stated herein; and,

NOW, THEREFORE, In consideration of the mutual promises, representations, warranties, covenants, agreements, obligations and conditions contained herein, the parties hereto agree as follows:

1. PARTIES

For all purposes in the Agreement and this Addendum "Contractor" shall mean _____, its principals, employees, agents and consultants. "Board" shall mean the Jefferson County Board of Health, its officers, directors, employees, agents and personal representatives.

2. CONTROLLING TERMS

Notwithstanding any other provision or term in the Agreement dated the _____ day of _____, 20____ between Board and Contractor, in the event of a conflict between any term or provision in the Agreement and this Addendum, the provision or term of this Addendum shall control.

3. INDEPENDENT CONTRACTOR

Contractor acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of the Board for any purpose and is not entitled to any type of leave, insurance or other employee benefit from the Board unless, such benefit is expressly set forth in this Agreement. Contractor shall not represent itself to any third party as an agent or employee of Board. The Contractor shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes related to it agents and employees and indemnify and hold Board harmless from such claims.

4. TERM OF AGREEMENT

The term of the Agreement shall be from _____ through _____, unless otherwise terminated sooner by parties as provided herein. The Agreement may not exceed three years and is not automatically renewable.

5. PAYMENT

Board shall pay Contractor for services performed hereunder as follows:

- a) Rate of payment: (choose one that applies)

(If Fixed Fee)

This is a fixed-fee contract for services in an amount not to exceed _____ Dollars (\$ _____).

(If Hourly Rate)

This is an hourly rate contract for _____ services to be paid at \$ _____ per hour. Contractor estimates the fee amount to be _____ per month/quarter/year.

- b) Expenses will be reimbursed in accordance with the prevailing Jefferson County Department of Health Policies and Procedures, unless otherwise agreed to in writing in the Agreement or this Addendum.
- c) The Board shall pay the Contractor only upon timely submission of properly itemized invoices documenting the specific services provided by the Contractor. Contractor shall submit its invoices for services rendered in any one calendar month not later than sixty (60) days following the last day of the month in which the services were rendered. Failure to timely submit invoices may result in substantial delay or denial of payment.

6. **CIVIL SERVICE SYSTEM**

Board and Contractor acknowledge that the Board is an appointing authority under the Civil Service System of Jefferson County, Alabama (the "System") and that the Board's obligations hereunder are subject to said System. Contractor further acknowledges that Contractor (and its agents and employees) is an independent contractor and not an agent or employee of the Board, is not a member or employee under the System, is not entitled to receive employee benefits under the System, and is not entitled to appeal rights promulgated in the System's rules and regulations.

7. **NOT DEBT OF STATE**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

8. **HOLD HARMLESS**

Contractor hereby agrees to defend, indemnify and hold harmless the State of Alabama and the Board and their officers, agents, servants and employees from any and all claims, damages, injuries, lawsuits, costs, expenses and fees arising out of acts or omissions committed by the Contractor or any agent, servant or employee of Contractor while in performance of the Agreement including, but not limited to, reasonable attorney's fees.

9. **INSURANCE**

Contractor shall furnish to the Board upon execution of this Agreement, a certificate of insurance evidencing adequate professional and public liability insurance insuring Contractor, the Board and Board's agents, servants and employees as additional insured.

10. **MEDICAL/CLINICAL REQUIREMENTS**

- a. Medical and clinical service shall be provided by appropriately licensed and credentialed personnel in accordance with the laws and regulations of the State of Alabama. The professional supervision of the Contractor's personnel shall be the responsibility of the Contractor's Medical Director or other person specifically designated by Contractor. Contractor shall identify to the Board the name(s) of the person(s) who will be responsible for providing services under this Agreement. Contractor shall certify to the Board in writing that all persons providing services under this Agreement are properly licensed

and credentialed in accordance with the laws and regulations of the state of Alabama. Contractor at Board's request shall provide information about each provider to include licensure, relevant education, training and experience, and competency for level of services specified. Contractor shall provide the Board with a copy of its credentialing policy.

- b. Contractor's personnel shall be familiar with the Board's clinical protocols. Contractor's personnel must follow clinical protocols which meet the minimum standards of care to satisfy Board's protocols and Title X requirements.
- c. Referrals to the Board's health centers or other providers shall be governed by the Board's referral procedures. The Contractor's personnel shall advise all patients of where to seek care during the hours when the clinic is closed, according to the Board's procedures.
- d. Contractor must provide documentation that all of its personnel performing laboratory services have been trained in CLIA procedures corresponding to the site's CLIA category. Such personnel are subject to proficiency testing by the Board or its agents to meet CLIA regulations. The Contractor is responsible for assuring that personnel trained in the appropriate laboratory procedures are present during each clinic session.
- e. Personnel and patient files pertaining to this Agreement shall be subject to periodic auditing by the Board or its agents for the purposes of quality assurance and adherence to grant requirements.
- f. The Contractor must provide documentation to the Board assuring that the Contractor's clinical personnel have immunity to Rubella and Rubeola and have been screened for Tuberculosis.
- g. The Contractor's personnel must sign the Board's confidentiality statement. All patient files remain the sole property of the Board and may not be removed without the permission of the Board. The Contractor's personnel shall comply with the Board's medical records policy.
- h. The use of any drugs furnished by the Board shall be governed by the Board's protocols and procedures.
- i. The Contractor shall perform periodic checks of on-site emergency equipment in accordance with established standards.
- j. The Contractor shall follow the Board's policy concerning research studies.
- k. In providing services under this Agreement, the Contractor shall observe customary professional standards of practice and ethics and shall comply with all applicable federal and state laws and regulations, all as may from time to time be applicable during the term of this Agreement. Contractor warrants that all physicians providing services under this Agreement maintain active medical staff privileges with no disciplinary action (and none pending).
- l. The Contractor represents and warrants to the Board as of the date of this Agreement that to the best of its knowledge (i) all Licenses have been duly obtained by the Contractor and its employees, agents, independent contractors and subcontractors, (ii) all the licenses are in full force and effect, and (iii) there are no proceedings pending or threatened that may result in the revocation, cancellation or suspension, or any adverse modification, of any License. The Contractor agrees that this representation is a continuing one, and that the Contractor will notify the Board immediately in writing of any fact, event or condition which arises or is discovered subsequent to the execution of this Agreement which affects the truthfulness or completeness of this representation. Throughout the term of this Agreement, the Contractor shall maintain in full force and affect all of the licenses and shall notify the Board of the lapse of any thereof within five days of its knowledge of such lapse.

11. **MEDICAL RECORDS**

All records related to a particular patient shall be maintained by the Contractor until the later of: (i) three years after the end of the calendar year in which any services, equipment, supplies and/or goods are furnished to such patient by the Contractor pursuant to this Agreement, or (ii) the final resolution of any audit, litigation or other action by or on behalf of the Board or State of Alabama. During such period of time, the Contractor shall promptly make such records available for inspection and audit and at the request of authorized representatives of the Jefferson County Board of Health or appropriate agencies of the State of Alabama. The Contractor shall provide such representatives with photocopies of such records without cost or shall allow such representatives to remove such records from its place of business for the purpose of photocopying. For purposes hereof, the Contractor's place of business shall be open to such representatives during its regular business hours.

12. **CONFIDENTIALITY**

The Contractor shall treat all information obtained by or through its performance under this Agreement, as confidential information to the extent confidential treatment is provided under State and Federal laws. The Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this Agreement. All information as to personal facts and circumstances concerning patients shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the express written consent of the Board or the patient.

13. **NON-DISCRIMINATION**

Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.

14. **PRORATION AND FUND APPROPRIATION**

It is agreed that Board may terminate this contract by giving thirty (30) days prior written notice to Contractor should the funds from which payment under this Agreement are to be made are declared prorated or fail to be appropriated in sufficient amount, in the sole determination of the Board, to continue the Agreement. This termination for cause is supplemental to other rights Board may have under this Agreement or otherwise to terminate such Agreement.

15. **OBLIGATIONS OF CONTRACTOR**

- a. Provide all proper safeguards and shall assume all risks incurred in performing its services hereunder.
- b. Provide, at Contractor's expense, all insurance coverage necessary, including comprehensive liability coverage and workmen's compensation coverage.
- c. Remain fully responsible for the direct supervision of its agents, employees and personnel, and will be available at all reasonable times to report and confer with the Board or its designated representative with respect to services rendered.
- d. Agree that upon the request of the Board, Contractor will remove from services hereunder any of its agents or employees who in the sole opinion of the Board are not qualified to perform the work assigned to them or for any other reason that is in the best interest of the Board.

- e. Adhere to all guidelines applicable to federal and state grant subcontractors for fiscal record keeping, reporting and auditing.
- f. Provide reports, financial and audit information to the Board as requested by the Board.
- g. Provide access to the Board, the State Examiner and the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, paper and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- h. Retain all records in any manner pertaining to this contract for three (3) years after the Board makes its final payment and all other pending matters are closed.
- i. The Contractor shall perform the services contained herein in accordance with the standard of performance governing the Contractor's profession.

16. GRANT REQUIREMENTS

- a. Adhere to all guidelines applicable to federal and state grant subcontractors and recipients for fiscal record keeping, reporting and auditing including, but not limited to, the following Office of Management and Budget (OMB) Circulars where applicable:
 - Cost Principles for State and Local Governments, A-87
 - Cost Principles for Nonprofit Organizations, A-122
 - Institutions of Higher Education, A-21
 - Hospitals, (CFR Part 74, Appendix E)
 - For-profit (commercial) Organizations Federal
 - Acquisition Regulation (48 CFR Subpart 31.2)
- b. Provide reports, financial and audit information to the Board as requested by the Board. At a minimum, the Contractor will, no later than the seventh (7th) day of the following month, submit a monthly report to the Board showing service activity.
- c. Provide access to the Board, the State Examiner and the Comptroller General of the United States, or any of their duly authorized representatives' any and all books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.
- d. Retain all records in any manner pertaining to this Agreement for three (3) years after the Board makes its final payment and all other pending matters are closed.

17. GOOD STANDING

Contractor is a _____ (corporation, partnership, sole proprietor, LLC) duly organized under the laws of the State of _____ and has full power and authority to enter into this Agreement and to do all other acts required hereunder.

18. NOTICE

Notice required under this Agreement shall be given by certified mail to the other party at the following address:

Board
Jefferson County Board of Health
Mark E. Wilson, M.D., Health Officer
1400 6th Avenue South
Birmingham, AL 35233

Contractor:

19. **DUE AUTHORITY**

Contractor has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Contractor and constitute its legal, valid and binding obligation enforceable against it in accordance with its terms, and the consummation and performance by Contractor of the transactions contemplated herein will not result in a violation of or be in conflict with or constitute a default under any term or provision of the organizational documents of Contractor, or of any term of any applicable law ordinance, rule or regulation of any governmental authority or of any term of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

20. **BOARD'S REMEDIES**

In the event of any breach or default in this Agreement of any of the warranties, terms or provisions hereof by the Contractor, the Board shall have, in addition to a claim for damages for such breach or default, and in addition and without prejudice to any other right or remedy available at law or in equity, the right to demand and have specific performance of this Agreement, and the Board shall be entitled to recover from the Contractor, in addition to any other damages incurred by the Board, all costs and expenses incurred by the Board as a result of the Contractor's breach or default in this Agreement including, but not limited to, reasonable attorney's fees.

21. **ASSIGNMENT**

No assignment of this Agreement or delegation of any duty or obligation of performance hereunder shall be made in whole or in part by Contractor without the prior written consent of the Board.

22. **CONFLICTS**

To the best of Contractor's knowledge, nepotism does not exist between the parties nor are the parties receiving pecuniary benefits other than those identified in this Agreement and no conflict of interest exist between the parties.

23. **GOVERNING LAWS**

The validity and enforceability of this Agreement and each and every term or provision herein, as well as the rights and duties of the parties to this Agreement shall be governed by the laws of the State of Alabama.

24. **WORK PRODUCT**

Contractor agrees that all work product, materials, scripts, video and written productions (collectively "Productions") created pursuant to this Agreement are and shall be the sole property of the Board and that

Contractor shall not use such Productions at any time or for any other purpose not expressly authorized in writing by the Board.

25. **HIPAA COMPLIANCE**

Contractor has received, reviewed, and agreed to be bound by the Business Associate Addendum to Standard Agreement/Contract (the "Addendum"). The Addendum is incorporated as if fully set forth herein. Contractor further agrees that it shall be bound to all terms of the Addendum as a Business Associate, as defined by the Addendum.

26. **RETIREE NOTIFICATION**

Contractor agrees to notify the Board in writing, within twenty (20) days of the effective date of this Agreement, of the names of all retirees of the Retirement Systems of Alabama (RSA) who will provide services on behalf of Contractor to Board pursuant to this Agreement. This is a continuing obligation of the Contractor during the entire term of this Agreement who agrees to notify Board within thirty (30) days after any retiree of RSA is subsequently engaged to perform work under this Agreement. Contractor agrees to require all subcontractors performing services under this Agreement to comply with this notification provision.

27. **ADDITIONAL DOCUMENTS**

Additional documents forming a part of the Agreement and this Addendum and incorporated herein are listed below (if none, state NONE):

Please check or darken circle for appropriate document submitted.

- ☐ E=Verify (**Mandatory Document**)
- ☐ State Disclaimer (**completed and notarized**)-**Mandatory Document**
- ☐ Addendum **SIGNED (Mandatory Document)**
- ☐ City of Birmingham & Jefferson County Business Licenses
- ☐ _____

JEFFERSON COUNTY BOARD OF HEALTH

By _____

Mark E. Wilson, M.D.

Health Officer

Date _____

CONTRACTOR

By _____

President

Date _____