

JEFFERSON COUNTY BOARD OF HEALTH MASTER AGREEMENT TERMS AND CONDITIONS

This document is incorporated by reference and/or via hyperlink into any contractual agreement or purchase order where a standard Jefferson County Board of Health contract is not utilized. Upon entering into an agreement with the Jefferson County Board of Health, the Contractor agrees that the following provisions shall apply to the Agreement and supersede all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter and shall govern the rights and obligations of the parties.

Contractor agrees to be bound by the following Standard Agreement Terms:

DEFINITIONS

- “Agreement” shall be defined as any document or agreement entered into between the Board and Contractor.
- “Board” shall be defined as the Jefferson County Board of Health, a county board of health constituted under the laws of the State of Alabama, including its administrative and operating arm, the Jefferson County Department of Health (“JCDH” or “Department”) under the direction of the Jefferson County Health Officer, who serves as its Chief Executive Officer.
- “Contractor” shall be defined as the vendor or other entity entering into an Agreement with the Board.
- “Parties” shall be defined as collectively identifying the Board and Contractor.

TERMS

1. **ALTERNATIVE DISPUTE RESOLUTION.** Consistent with recommendations by the Governor and Attorney General of the State of Alabama, the Parties agree to consider resolving any disputes arising from or relating to this Agreement through appropriate methods of non-binding alternative dispute resolution.
2. **ASSIGNMENT.** Contractor may not assign or subcontract any part of this Agreement, or any duty or obligation hereunder, without prior written consent of the Board. Contractor remains fully responsible for subcontractor compliance and performance.
3. **BOYCOTTS.** In compliance with Ala. Code § 41-16-5, Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance Ala. Code §§ 41-16-160 to 161, Contractor certifies that it does not, and will not during the term of the contract, engage in “economic boycotts” as defined therein.
4. **CIVIL SERVICE SYSTEM.** Contractor acknowledges that the Board is an appointing authority under the civil service merit system administered by the Personnel Board of Jefferson County, Alabama (the System) and that the Board’s obligations hereunder are subject to said System. The Contractor acknowledges that the Contractor (and the Contractor’s agents and employees, if any) 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.
5. **COMPLIANCE, DEBARMENT, AND SUSPENSION.** Board shall not be responsible for making payment for any goods or services provided in violation of any law or regulation. The Contractor agrees that all work to be done under this Agreement shall be done under all applicable laws and regulations. The Contractor shall not knowingly employ or enter into any lower-tier transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, unless authorized by the department or agency with which the transaction originated. The Board reserves the right to immediately terminate this Agreement if, in its sole judgment, it determines that any violation of any law or regulation (including those related to debarment/suspension/exclusion) has occurred.
6. **CONFLICTS.** To the best of the Contractor’s knowledge, nepotism does not exist between the Parties, nor are the Parties receiving financial benefits other than those identified in this Agreement, and no conflict of interest exists between the Parties.
7. **CONTRACTING ENTITY.** Contractor acknowledges that it is entering into a contractual relationship with a governmental entity – the Jefferson County Board of Health – acting through its operational arm, the Jefferson County Department of Health, and its Chief Executive Officer, the Jefferson County Health Officer, as established under Alabama’s federated public health system, Ala. Code § 22-3-1 et seq.
8. **CONTRACTOR PERSONNEL.** Contractor agrees to: (1) Provide proper safeguards and assume all risks incurred in performing their services; (2) Furnish to the Board, upon execution of this Agreement, current certificates of insurance evidencing Commercial and General Liability insurance covering the Contractor, the Board, and the Board’s agents, servants, and employees as additional insureds, and workers’ compensation coverage for the Contractor’s employees, agents, and subcontractors; (3) Remain fully responsible for the direct supervision of their employees and personnel, if any, and will be available at all reasonable times to report and confer with the Board or its designated representative concerning services rendered or goods provided; and (4) Upon the request from the Board, remove from service any of its employees, agents, or subcontractors who violate work rules, safety rules, or the Code of Professional Conduct of the Jefferson County Department of Health when on the Board’s property or when interacting or in the presence of the Board’s employees or representatives.

9. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of all information deemed confidential by JCDH or protected by applicable law, including health-related information protected under HIPAA. Vendor will implement appropriate administrative, physical, and technical safeguards to secure any such data that it may receive in the course of the Agreement.
10. **DEBT OF STATE / INDEMNIFICATION.** Contractor agrees that the terms and commitments contained in any agreement involving the Board shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. This restriction includes any contractual provisions regarding any form of indemnification on the part of the Board. Should any provision of such agreement contravene any present or future legal requirements enacted during the term of this Agreement, then such conflicting provision of the agreement shall be deemed null and void, but in such event, the other provisions of the Agreement shall remain in effect.
11. **DISCLOSURE STATEMENT.** Pursuant to Ala. Act No. 2001-955 requires that a Disclosure Statement be completed and submitted with all proposals, bids, contracts, or grant proposals exceeding \$5,000.00 to any governmental entity of the State of Alabama. In competitive bid scenarios, only the vendor awarded the contract is required to submit the Disclosure Statement, which must be provided within ten (10) days of the contract award. Copies of the completed Disclosure Statement must be filed with the Board as the awarding entity, as well as with the Department of Examiners of Public Accounts located at: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. A copy of the form for Disclosure Statement is located at: <https://jcdh.org/SitePages/About/Bids.aspx>
12. **DO NOT WORK CLAUSE.** Contractor acknowledges and agrees that this Agreement is not effective until all requisite approvals (including, but not limited to, all signatures of Parties or their authorized agents) have been obtained. The Contractor shall not begin performing work under this Agreement until notified in writing to do so by the Board. The Contractor is entitled to no compensation for work performed before the effective date of this Agreement or the date of the last Party signature of this Agreement, whichever is later.
13. **DUE AUTHORITY.** Contractor has all the requisite power, authority, and ability to execute, deliver, and fulfill its obligations under this Agreement. This Agreement has been duly executed and delivered by the Contractor. The Agreement constitutes the Contractor's legal, valid, and binding obligation, enforceable against it under its terms. The consummation and performance by the 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 the Contractor or of any law, ordinance, rule, or regulation, of any governmental authority or any order, judgment, or decree of any court, arbitrator or governmental authority applicable to Contractor.
14. **GOVERNING LAW/VENUE.** Any agreement entered into by the Jefferson County Board of Health, including the rights and duties of the Parties, shall be governed by and construed in accordance with the laws and constitution of the State of Alabama, without regard to any choice-of-law or conflict-of-laws principles or provisions that might otherwise require applying the laws of a foreign jurisdiction.
15. **GRANT REQUIREMENTS.** Contractor agrees, to the extent that this Agreement involves the expenditure or utilization of federal grant funds, to: (1) Adhere to all applicable guidelines and regulations for federal and state subcontractors or grant recipients related to fiscal record keeping, reporting, and auditing, including the Federal Office of Management and Budget (O.M.B.) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 C.F.R. Part 200 (also known as the Uniform Guidance) and other laws and regulations if and when applicable; (2) Provide reports, financial and audit information to the Board as requested by the Board. At a minimum, if such information must be disclosed by law or is requested by the Board, the Contractor will, no later than the seventh (7th) day of the following month, submit a monthly report to the Board showing service activity; (3) Upon request, provide to the Board, the State Examiner, and the Comptroller General of the United States, or any of their duly authorized representatives, any reports, books, documents, papers, and records of the Contractor that are pertinent to this Agreement to make audit, examination, excerpts, and transcriptions; and (4) Retain all records in any manner about this Agreement for three (3) years after the Board makes its final payment and all other pending matters are closed.
16. **HOLD HARMLESS.** To the extent permitted by Alabama law, the Contractor holds the State of Alabama and the Board (and their officers, agents, servants, and employees) harmless from all claims arising out of acts or omissions committed by the Contractor or any agent, servant, or employee of the Contractor while performing this Agreement.
17. **IMMIGRATION.** Contracting parties affirm that they will not violate federal immigration law or knowingly employ, hire, or continue to employ an unauthorized alien within the State of Alabama. A contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all resulting damages. (Contracts awarded by bid require the winner of the award to provide a copy of their E-Verify MOU as proof of the Contractor's participation in the federal E-Verify system).
18. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and not an employee or agent of JCDH. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. Neither Contractor nor any person(s) identified or associated with the Contractor, such as any owner, officer, director, employee, agent, or subcontractor of the Contractor, is entitled to any leave, insurance, or other employee benefit from the Board. Contractor shall not represent to any Third Party that the Contractor or any such person associated therewith is an agent or employee of the Board. Contractor shall withhold and pay all taxes, including those related to their agents and employees, if and as required by law and shall indemnify and hold the Board harmless from such claims.

19. **INSURANCE.** Contractor shall maintain, at its own expense, adequate insurance coverage (in the sole discretion of JCDH), including but not limited to commercial general liability insurance, workers' compensation, professional liability insurance, or self-insurance. Contractor shall provide proof of such coverage upon request.
20. **NONDISCRIMINATION.** 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 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. The 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 as amended.
21. **PRORATION.** In the event of proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to immediate termination at the sole determination of the Board. This termination for cause is supplemental to any other rights the Board may have under this Agreement to terminate it.
22. **REMEDIES.** Contractor agrees that, in the event of a breach or default in this Agreement of any terms or provisions 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 otherwise available in law or equity, the right to demand and have specific performance of this Agreement. 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 Contractor's breach or default in this Agreement including, but not limited to, damages for delay and reasonable attorney's fees incurred by the Board to obtain damages or to enforce this Agreement. The venue for any action concerning the contract shall be in Jefferson County, Alabama. Contractor agrees that Alabama sovereign immunity principles limit Contractor's remedies and that its sole and exclusive remedy for any claim for monetary damages which may arise from or relate to this Agreement or alleged breach thereof prior to complete performance and acceptance thereof, is to file a claim with the Board of Adjustment of the State of Alabama.
23. **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 (R.S.A.) who will provide services on behalf of the Contractor to the Board under this Agreement. This notice is a continuing obligation of the Contractor during the term of this Agreement, who agrees to notify the Board within thirty (30) days after any retiree of R.S.A. is subsequently engaged to perform work under this Agreement. The Contractor agrees to require all its subcontractors performing services under this Agreement to comply with this notification provision.
24. **SALES TAX EXEMPTION.** Pursuant to Section 40-23-4(a)(11) Code of Alabama, and Department of Revenue Rule No. 810-6-3-.77 (and Attorney General Opinions interpreting the same), the State of Alabama, its counties, municipalities, and other governmental entities are exempt from paying sales tax otherwise payable under Alabama law. An exemption letter may be furnished upon request.
25. **SOLE AGREEMENT / COUNTERPARTS.** This Agreement constitutes the sole and entire agreement of the Parties hereto concerning the subject matter and terms herein and supersedes all prior understandings, negotiations, and agreements, both oral and written, concerning such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be considered this same Agreement.
26. **TERMINATION.** A Party to this Agreement may terminate this Agreement by giving the other Party thirty (30) days' written notice of termination. Board, in its sole discretion, may terminate this Agreement upon thirty (30) days' written notice to Contractor. Additionally, upon termination, the Contractor shall promptly return all property, materials, and confidential information belonging to the Board. Breach of these terms or the terms of the Agreement shall permit JCDH to suspend or terminate the Agreement immediately.
27. **WORK PRODUCT.** Contractor agrees that all work products, computer codes, programs, software, materials, scripts, video, and written productions (collectively "Productions") created under this Agreement for the benefit of the Board are the sole property of the Board and that the Contractor shall not use such Productions at any time or for any other purpose not expressly authorized in writing by the Board.