

## **AGREEMENT**

THIS AGREEMENT, made this 8th day of March 2010 by and between the Jefferson County Board of Health, hereinafter referred to as "Board", and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham, School of Public Health, hereinafter referred to as "Contractor".

### **WITNESSETH:**

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

**WHEREAS**, Contractor is a public corporation organized under the laws of the State of Alabama providing services in the Birmingham, Alabama area.

**WHEREAS**, the Board and Contractor are desirous of entering into this Agreement in hopes of establishing a long term collaboration of mutual interest whereby the Contractor will provide certain research projects for the Board.

**NOW, THEREFORE**, in consideration of the premises, the mutual promises and covenants of the parties contained herein and other good and valuable consideration the parties hereto agree as follows:

### **1. OBLIGATIONS OF CONTRACTOR**

The Contractor shall perform the following services and terms for the Board:

See attached Appendix A.

### **2. OBLIGATIONS OF THE BOARD**

The Board agrees to and reserves the right to:

- a) Provide guidance to the Contractor to aid in the successful completion of the contract.
- b) Monitor the activities of the Contractor for compliance with the terms of the contract, including the performance of audits of Contractor if deemed necessary by the Board.

### **3. PAYMENT AND CONTRIBUTION**

Board shall pay Contractor for services performed hereunder as follows:

- a) Rate of payment:

This is a fixed-fee contract for services. The Board allocates funds for this project not to exceed Thirty-Eight Thousand Sixty-Nine Dollars (\$38,069). The Contractor shall contribute funds and/or services to this collaboration in the amount of Thirty-Eight Thousand Sixty-Nine Dollars (\$38,069) for a first year project total of Seventy-Six Thousand One Hundred and Thirty-Eight Dollars (\$76,138).

**Budget**

[REDACTED]

[REDACTED]

Given the nature of the partnership, no indirect rate will be assessed. The total amount will be split to both organizations as follows:

JCDH: \$38,069

SOPH Dean's Office: \$38,069

- b) Contractor agrees that under no circumstances shall the maximum amount payable from the Board to Contractor under this Agreement exceed Thirty-Eight Thousand Sixty-Nine Dollars (\$38,069) including services and expenses. Expenses will be reimbursed in accordance with the prevailing Jefferson County Department of Health Policies and Procedures.
- 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.

4. **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 its agents and employees.

5. **TERM OF AGREEMENT**

The term of this Agreement shall be from March 8, 2010 through March 7, 2011, unless terminated sooner by the parties as provided herein. This Agreement is not automatically renewable.

6. **TERMINATION**

This contract may be terminated by either party by giving thirty (30) days written notice to the other party.

7. **PRORATION AND FUND APPROPRIATION**

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

8. **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 11, 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 Board and the



Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

9. **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.

10. **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.

11. **CONTRACTOR, EMPLOYEES, AGENTS AND SUBCONTRACTORS**

**CONTRACTOR AGREES TO THE FOLLOWING:**

- 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 on the job injury coverage for Contractor's employees.
- c) Remain fully responsible for the direct supervision of its 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 employees, agents or subcontractors who in the sole opinion of the Board are not qualified to perform the work assigned to them.

12. **GOOD STANDING**

Contractor is duly organized as a public corporation under the laws of the State of Alabama and has full power and authority to enter into this Agreement and to do all other acts required hereunder.

13. **DUE AUTHORITY**

Contractor and the Board represent they have all requisite power and authority to execute and deliver this Agreement and to carry out their respective obligations hereunder and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Contractor and Board and constitutes their legal, valid and binding obligation enforceable against it in accordance with its terms, and the consummation and performance by either party 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 either party, 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.

14. **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:
  - o Cost Principles for State and Local Governments, A-87
  - o Cost Principles for Nonprofit Organizations, A-122
  - o Institutions of Higher Education, A-21
  - o Hospitals, (CFR Part 74, Appendix E)
  - o For-profit (commercial) Organizations Federal
  - o 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.

15. **INSURANCE**

Contractor shall furnish to the Board upon execution of this Agreement, evidence of insurance demonstrating adequate professional and public liability insurance insuring Contractor and its employees.

16. **MEDICAL/CLINICAL REQUIREMENTS**

- a) 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.
- b) The Contractor shall follow the Board's policy concerning research studies.

17. **CONFIDENTIALITY**

The Contractor and its employees 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.

18. **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.



19. **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 exists between the parties.

20. **GOVERNING LAW**

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.

21. **WORK PRODUCT**

Contractor and Board agree that all work products, materials, scripts, video and written productions (collectively "Productions") created pursuant to this Agreement are and shall be shared equally by the Board and the Contractor.

22. **HIPAA COMPLIANCE**

Contractor, its employees, vendors recognize, acknowledge, and hereby agree that all information or data provided pursuant to this Agreement will be treated as confidential and proprietary and shall not be used or disclosed, in whole or part, to any person, firm, corporation, association, or other entity, except as provided for in this Agreement. Contractor further agrees to abide by the provision of state and federal statutes and Medicaid and Medicare regulations regarding confidentiality. Contractor access to that information is hereby restricted to that information which is needed to fulfill the purposes/function of this contract. To the extent required by law and not otherwise, Contractor does hereby assure Board that Contractor will appropriately safeguard protected health information made available to or obtained by Contractor. In implementation of such assurance and without limiting the obligations of Contractor otherwise set forth in this agreement or imposed by applicable law, Contractor hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity Contractor performs on behalf of Board, to the extent Board would be required to comply with such requirements. Contractor agrees that it will: not use or further disclose such information other than as permitted or required by this agreement; not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by Board; use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement; report to Board any use or disclosure of such information not provided for by this Agreement of which Contractor becomes aware; ensure that any subcontractors or agents, whom Contractor provides protected health information received from the Board, agree to the same restrictions and conditions that apply to Contractor with respect to such information; make available protected health information in accordance with applicable law; make Contractor internal practices, books, records, relating to the use and disclosure of protected health information received from Board available to the Board and the Secretary of the United States Health and Human Services for purposes of determining Contractor compliance with applicable law. In all events Contractor shall immediately notify Board in writing upon receipt by Contractor of any such request. At termination of this Agreement, return or destroy all protected health information received from Board that Contractor still maintains in any form and retain no copies of such information; and incorporate any amendments or corrections to protected health information when notified pursuant to applicable law. Protected Health Information means individually identifiable health information that is or has been electronically transmitted or maintained by Board and includes such information in any other form. Individually Identifiable Health Information means information collected from an individual that is created by or received by Board and relates to a past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual or the past, present or future payment for health care, and which identifies the individual and with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

## JEFFERSON COUNTY BOARD OF HEALTH

By Michael E. Fleenor, M.D.  
Michael E. Fleenor, M.D.  
Health Officer

Date 19 April 10

## CONTRACTOR

By Lynn W. Stedman  
Lynn W. Stedman, MBA  
Director, Office of Grants and Contracts Administration

Date 4-14-10



## Appendix A

### **Proposed Partnership between JCDH and UAB SOPH**

The Jefferson County Department of Health (JCDH) and the UAB School of Public Health (SOPH) are interested in forming a long term partnership that will strengthen the activities of both parties. JCDH is interested in leveraging data they collect for use in research projects that address policy and public health issues faced by their organization. SOPH is interested in conducting research projects in the local public health context and exposing doctoral students to “real world” applied research activities.

To accomplish these mutual interests, JCDH will contract with the SOPH Department of Health Care Organization and Policy (HCOP) and engage Dr. Nir Menachemi, Associate Professor and Director of the Doctor of Public Health program in HCOP. Dr. Menachemi will select up to two doctoral students to participate in research projects as outlined below. While it is hoped by both organizations that this partnership will be successful and last for years to come, it is also anticipated that the terms of the partnership may evolve over time. Thus, it is expected that the terms of the contract will be re-evaluated (including whether to continue the partnership) on an annual basis.

For the first year of the partnership, four main phases are envisioned; (1) introduction and identification of potential research questions to pursue, (2) proposed research projects will incorporate a combination of academic and applied public health questions, (3) selection of research project(s) and identification of appropriate doctoral students, and (4) conduct of research projects and report of findings to JCDH.

#### **Phase 1: Introduction and identification of potential research questions (2-3 months)**

Dr. Menachemi will meet with key JCDH employees in a series of introductory meetings. After meeting collectively with (1) members of the executive management team and (2) service center directors he will schedule individual meeting with interested individuals. These initial introductory meetings will expose JCDH employees to Dr. Menachemi’s research and professional interests and will allow Dr. Fleenor to communicate the vision of the partnership to JCDH employees.

Follow-up meetings with interested employees will facilitate a dialogue regarding issues, interests, and/or collaborative opportunities that may be developed into research projects. Dr. Menachemi will maintain a list of “research questions” that arise from the discussion he has with members of the management team and/or service center directors.

#### **Phase 2: Selection of research projects and identification of interested DrPH students (1-2 months)**

The list of potential research projects developed in phase 1 will be presented to Drs. Fleenor and Ouimet who, in consultation with Dr. Menachemi, will select the appropriate number of projects

to pursue in the current contract year. The number of projects pursued will depend on the nature and scope of the candidate projects of interest.

Next, Dr. Menachemi will identify up to two doctoral students to involve in the proposed research endeavor. Every effort will be made to select students whose interests and talents relate to the projects selected.

**Phase 3: Conduct selected research project(s) and report findings to JCDH (7-9 months)**

This phase which includes the actual conduct of the research project will span the majority of the contract year. Dr. Menachemi, along with the appropriate JCDH employees will design an appropriate research methodology to address the selected projects. The participating doctoral students, working alongside Dr. Menachemi, and under his guidance, will carry out said projects. Activities will include but not limited to: conducting relevant literature reviews, working with JCDH employees to assemble the appropriate data sets, analyzing the data, writing reports, and presenting the results to JCDH. During this phase, it is expected that the UAB team will work closely with JCDH staff (those relevant to the projects) and update them on a regular basis. At the end of this phase, the UAB team will present the results of the research endeavors to JCDH. Given that the specific projects to be pursued are not yet identified, it is difficult to determine whether these projects will be appropriate for publication in a peer-reviewed journal. Nevertheless, it is the intent of both JCDH and UAB that at least some of the work being conducted by the combined UAB-JCDH interaction will lead to dissemination in academic and other applied public health outlets.



## DATA USE AGREEMENT

'10 DEC 13 P4:04

This Data Use Agreement ("Agreement"), effective as of November 1, 2010, is entered into by and between the University of Alabama at Birmingham School of Public Health (UAB SOPH) and the Jefferson County Department of Health (JCDH).

The purpose of this Agreement is to provide UAB SOPH with access to a Limited Data Set ("LDS") for use in its Research and Public Health analyses and for the Public Health and Clinical Operations of the Covered Entity, in accord with the HIPAA Regulations.

1. Definitions. Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the "HIPAA Regulations" codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.
2. Preparation of the LDS. JCDH shall prepare and furnish to UAB SOPH a LDS in accord with the HIPAA Regulations **or JCDH shall retain UAB SOPH as a Business Associate (pursuant to an appropriate Business Associate Agreement) and direct recipient, as its Business Associate, to prepare such LDS.**
3. Minimum Necessary Data Fields in the LDS. In preparing the LDS, JCDH or its Business Associate shall include the data fields specified by the parties from time to time, which are the minimum necessary to accomplish the purposes set forth in Section 5 of this Agreement.
4. Responsibilities of Recipient. UAB SOPH agrees to:
  - Use or disclose the LDS only as permitted by this Agreement or as required by law;
  - Use appropriate safeguards to prevent use or disclosure of the LDS other than as permitted by this Agreement or required by law;
  - Report to JCDH any use or disclosure of the LDS of which it becomes aware that is not permitted by this Agreement or required by law;
  - Require any of its subcontractors or agents that receive or have access to the LDS to agree to the same restrictions and conditions on the use and/or disclosure of the LDS that apply to UAB SOPH under this Agreement; and
  - Not use the information in the LDS to identify or contact the individuals who are data subjects.
5. Permitted Uses and Disclosures of the LDS. UAB SOPH may use and/or disclose the LDS for its Research and Public Health activities, publications consistent with the JCDH and UAB SOPH contract, and the Public Health and Clinical Operations of JCDH.
6. Term and Termination.
  - A. Term. The term of this Agreement shall commence as of November 01, 2010 and shall continue for so long as UAB SOPH retains the LDS, unless sooner terminated as set forth in this Agreement.

for signature  
UAB SOPH needs Data  
Use Agreement signed for  
The Menachemi's contract.

Randy



- B. Termination by Recipient. UAB SOPH may terminate this agreement at any time by notifying JCDH and returning or destroying the LDS.
- C. Termination by Covered Entity. JCDH may terminate this agreement at any time by providing thirty (30) days prior written notice to UAB SOPH.
- D. For Breach. JCDH shall provide written notice to UAB SOPH within ten (10) days of any determination that UAB SOPH has breached a material term of this Agreement. JCDH shall afford UAB SOPH an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by JCDH.
- E. Effect of Termination. Sections 1, 4, 5, 6(e) and 7 of this Agreement shall survive any termination of this Agreement under subsections c or d.

7. Miscellaneous.

- A. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in federal law that materially alter either or both parties' obligations under this Agreement. Provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section 6.
- B. Construction of Terms. The terms of this Agreement shall be construed to give effect to applicable federal interpretative guidance regarding the HIPAA Regulations.
- C. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- D. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- E. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

In Witness Whereof, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**COVERED ENTITY (JCDH)**

By: Michael E. Fleenor, MD  
11/03/2011

Print Name: Michael E. Fleenor, MD, MPH

Print Title: Health Officer

The Board of Trustees of the University of Alabama  
for the University of Alabama at Birmingham

By: Lynn W. Stedman 12-3-10

Print Name: Lynn W. Stedman, MBA

Print Title: Director, Office of Grants and Contracts  
Administration