

'11 JAN -7 A11 :06 **AGREEMENT**

JEFF. CO. HEALTH DEPT  
THIS AGREEMENT, made this 1st day of October 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 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 is desirous of entering into this Agreement with the Contractor whereby the Contractor will provide certain said services to patients/clients of 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, utilizing attending physicians and Infectious Disease Fellows, shall perform the following services and terms for the Board:

- a) Edward W. Hook III, MD, will serve as primary University of Alabama at Birmingham (UAB) contact regarding contractual issues and will be responsible for coordination of participating UAB medical staff (hereinafter referred to as "**associates**") as well as any UAB nursing or ancillary staff working with Board patients.

Dr. Hook and his associates will:

- b) provide consultative services to the Sexually Transmitted Disease (STD) Program.
- c) provide at least 120 half-days of clinic staffing to the STD Program per year, during which their primary responsibility will be direct patient care. This may include care of patients enrolled in or recruited for approved UAB studies
- d) provide clinical teaching for staff and trainees regarding patients with STD's.
- e) provide guidance regarding examination of persons with positive tests for Human Immunodeficiency Virus (HIV).
- f) review STD medical charts to assess for appropriate diagnosis and treatment as a quality assurance measure.
- g) observe and review with feedback a minimum of one male and one female exam per STD Clinic provider at least once per year as a quality assurance measure
- h) provide STD in-service training to Jefferson County Department of Health (JCDH) personnel.
- i) participate in regularly scheduled meetings with STD Program management when requested.

- j) provide advice and guidance regarding disease intervention responses to epidemiologic trends of STD's in Jefferson County.
- k) supervise UAB nurses and ancillary staff working with Board patients or on JCDH property to assure proper integration with routine JCDH workflow.
- l) ensure that they and all UAB nursing and ancillary staff working with Board patients or on JCDH property adhere to all Board policies, procedures and regulations.
- m) notify STD Program management of any changes in UAB personnel working with Board patients or on JCDH property. This includes, but is not limited to, changes affecting associates, nurses, and ancillary staff.

## 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.
- c) furnish necessary work space, supplies, materials and support personnel necessary in conjunction with performance under this agreement.

## 3. **PAYMENT**

Board shall pay Contractor for services performed hereunder as follows:

- a) This is a fixed-fee contract for services. The Board allocates funds for this project not to exceed Sixty-One Thousand Four Hundred Dollars (\$61,400). The contractor estimates that it will expend the required number of hours to complete its obligations under this Agreement.
- b) Contractor agrees that under no circumstances shall the maximum amount payable to Contractor under this Agreement exceed Sixty-One Thousand Four Hundred Dollars (\$61,400) 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 and indemnify and hold Board harmless from such claims.

## 5. **TERM OF AGREEMENT**

The term of this Agreement shall be from October 1, 2010 through September 30, 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 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 workmen's compensation coverage.
- 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 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.

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. **HOLD HARMLESS**

UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. (Underlined portion added by Jim Mangum 12/10/2010 per Treva McAboy.)



16. **INSURANCE**

Contractor shall furnish to the Board upon execution of this Agreement, a certificate of insurance evidencing adequate professional and public liability or program of self insurance insuring Contractor.

17. **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 Joint Commission on Accreditation of Healthcare organizations and 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 Joint Commission and 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 Joint Commission 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 effect all of the licenses and shall notify the Board of the lapse of any thereof within five days of its knowledge of such lapse.

18. **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.

19. **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.

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 hereto, except as otherwise specifically provided for herein, 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.

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 exists between the parties.

23. **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.




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**

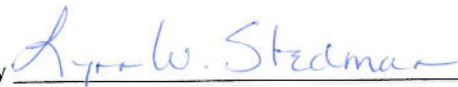
Contractor, its employees, vendors recognize, acknowledge, and hereby agree that all information or data provided pursuant to this Agreement will be treated as confidential and proprietary and shall not be used or disclosed, in whole or part, to any person, firm, corporation, association, or other entity, 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  C. E. Fleenor, M.D.  
Michael E. Fleenor, M.D.  
Health Officer

Date \_\_\_\_\_

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

By  12-23-10  
Lynn W. Stedman, MBA  
Director  
Office of Grants & Contracts Administration