

INSTRUCTION SHEET FOR ADDENDUM TO BID AWARD (MEDICAL)

This instruction sheet is intended to aid in the completion of the draft contract prior to final review and approval. These instructions concern sections that will often change and will need to be modified to fit each new agreement.

PREAMBULATORY CLAUSES

1. Fill in the effective date of the Agreement.
2. Fill in the legal name of the individual/entity designated as the Contractor.
3. Fill in the spaces for the Invitation to Bid Number and Date associated with the Agreement.

SECTION 2: OBLIGATIONS OF CONTRACTOR

1. Describe the work to be performed, the goods to be provided, or any other action relevant to the obligations of the Contractor.
2. If the quote or work plan describes the Contractor's obligations, please attach a copy as "Exhibit A" per Section 26.
3. Include any additional goods and services as applicable.

SECTION 3: OBLIGATIONS OF THE BOARD

1. If JCDH has any obligation beyond monitoring the activities of the Contractor, they must be listed here.

SECTION 4: PAYMENT

1. If the Agreement is Fixed Fee, add to Section (a) Rate of Payment:
 - a. This is a fixed-fee contract for services in an amount not to exceed \$ _____.
2. If the Agreement is Hourly Fee, add to Section (a) Rate of Payment:
 - a. This is an hourly rate contract for _____ services to be paid at the rate of \$ _____ per hour.
3. If the Agreement is subject to a Quote or Bid Rates, add to Section (a) Rate of Payment:
 - a. The rate(s) of payment under this Addendum described in the Quote or Bid Award is attached as "Exhibit A" and listed under section 26 below. The total amount of payment is not to exceed \$ _____.

SECTION 6: TERM OF ADDENDUM

1. Fill in the start and end dates of the agreement. Note if the contract was bid. If there are dates for the term of the agreement in the bid documents, those dates should be used.

SECTION 13: GOOD STANDING

1. Fill in the Contractor's legal entity type. This can include (1) an individual, (2) a partnership, (3) a corporation, (4) a limited liability company, (5) a governmental entity, or (6) another type of legal entity not listed here.
2. Fill in the state where the Contractor is organized.

SECTION 26: ADDITIONAL DOCUMENTS

1. List all additional documents to be incorporated into this Agreement, including the quote or work plan if included per Section 2, Invitation to Bid, Bid, Bid Award, or Business Associate Agreement as applicable.
2. If there are no additional documents, write "NONE" in this section.

ADDENDUM TO BID AWARD

MEDICAL SERVICES

THIS ADDENDUM ("Addendum") made this ___ day of _____, 20___, by and between the **Jefferson County Board of Health**, hereinafter referred to as the "**Board**," and _____, hereinafter referred to as the "**Contractor**." The Board and the Contractor are referred to singularly as a Party and collectively as the Parties.

WITNESSETH:

WHEREAS, the Board is 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, under the direction of the Jefferson County Health Officer, who serves as its Chief Executive Officer.

WHEREAS, the Board issued Invitation to Bid ("ITB") # ___-___-___ to obtain the goods or services specified therein.

WHEREAS, the Contractor submitted its Bid in response to the ITB and has received the bid award, dated _____, and desires to provide the goods or services described in the ITB. Together, the ITB, the Contractor's quotation and other documents submitted responsive to the ITB, and the Award letter and all amendments and changes duly approved (referred herein collectively as the "Bid Award.")

WHEREAS, the Contractor has received a Bid Award dated _____ under Invitation to Bid # _____.

WHEREAS, the Board and the Contractor are executing this Addendum simultaneously to entering into an agreement under which the Contractor will provide certain goods or services described therein to the Board, together with the Bid Award any additional documents presented by Contractor, the ("Agreement"); and

WHEREAS, the Board and the Contractor are desirous of entering into this Addendum to the Agreement to incorporate certain provisions required by controlling law, rule, or regulations, or to format certain terms in a manner consistent with JCDH contracting practices and procedures.

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 agree as follows:

1. RECITALS PART OF THE ADDENDUM

The preceding recitals are incorporated in and made part of this Addendum. Notwithstanding any other provision or term in the Agreement between the Board and the 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.

2. OBLIGATIONS OF CONTRACTOR

The Contractor shall provide the following goods or perform the following services for the Board:

- a) Provide _____.

3. OBLIGATIONS OF THE BOARD

The Board agrees to monitor the Contractor's activities for compliance with the contract, including the performance of audits of the Contractor if deemed necessary by the Board.

4. PAYMENT

The Board shall pay the Contractor for services performed hereunder as follows:

- a) Rate of payment:

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

5. INDEPENDENT CONTRACTOR

The Contractor acknowledges that the Contractor is an independent contractor and not an agent or employee of the Board for any purpose. As such, neither the Contractor nor any person(s) identified as 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. The 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. The Contractor shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes related to their agents and employees if and as required by law and shall indemnify and hold the Board harmless from any such claims.

6. TERM OF ADDENDUM

The term of the Agreement and this Addendum shall be from _____, 20__, through _____, 20__, unless terminated sooner by the parties as provided herein. The Addendum may not exceed three years and is not automatically renewable.

7. TERMINATION

A Party to the Agreement and this Addendum may terminate the Agreement and this Addendum by giving the other Party thirty-day written notice of termination. If the Board determines that the Contractor has failed to comply with any term under this Addendum, the Board may suspend the Addendum immediately and terminate the Addendum should the Contractor fail to cure the non-compliance within ten calendar days of receipt of written notice from the Board.

8. PRORATION AND FUND APPROPRIATION

The Board may terminate this Addendum by giving a thirty-day written notice of termination to the Contractor should the funds from which payment under this contract are to be made are declared prorated or fail to be appropriated or budgeted in sufficient amount, in the sole determination of the Board, to continue the Agreement and this Addendum. This termination for cause is supplemental to other rights the Board may have under this contract to terminate such Agreement and Addendum.

9. NOT DEBT OF STATE; EFFECT OF CONFLICTING PROVISION

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 26. It is further agreed that if any provision of the Agreement or this Addendum shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the Agreement or this Addendum, be enacted, then that conflicting provision in the Agreement or this Addendum shall be deemed null and void, but in such event the other provisions of this Addendum shall remain in effect.

10. NONDISCRIMINATION

The 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.

11. CIVIL SERVICE SYSTEM

The parties acknowledge 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.

12. CONTRACTOR, EMPLOYEES, AGENTS, AND SUBCONTRACTORS

The Contractor agrees to:

- a) Provide proper safeguards and assume all risks incurred in performing their services.
- b) Furnish to the Board, upon execution of the Agreement and this Addendum, 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.
- c) 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.
- d) Upon the request of the Board, to remove from services hereunder any their employees, agents, or subcontractors (if any) 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. The Contractor shall require their employees, agents, or subcontractors who come into contact with Board employees or representatives on more than a brief and occasional basis to (1) obtain any vaccinations required of non-medical employees of the Jefferson County Department of Health to prevent the spread of influenza or other infectious diseases and provide proof of same upon request from the Board; or (2) request exemption from the vaccination requirement due to medical or religious reasons and agree to reasonable accommodations required of exempted Department personnel (e.g., wearing a mask and maintaining social distance) pursuant to Department policies and procedures.

13. GOOD STANDING

The Contractor is a _____ organized under the laws of the State of _____ with legal capacity and with full power and authority to enter into the Agreement and this Addendum and to do all other acts required hereunder.

14. DUE AUTHORITY

The Contractor has all requisite power, authority, and ability to execute, deliver, and fulfill its obligations under the Agreement and this Addendum. This Addendum has been duly executed and delivered by the Contractor. The Addendum 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.

15. GRANT REQUIREMENTS

- a) 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.
- b) 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 the Agreement or this Addendum to make audit, examination, excerpts, and transcriptions.
- c) Retain all records in any manner about the Agreement and this Addendum for three (3) years after the Board makes its final payment and all other pending matters are closed.

16. HOLD HARMLESS

The Contractor holds the State of Alabama and the Board harmless and their officers, agents, servants, and employees from all claims arising out of acts or omissions committed by the Contractor or any agent, servant, or employee of the Contractor while performing the Agreement or this Addendum.

17. REMEDIES

In the event of any breach or default in the Agreement or this Addendum of any of the 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 at law or in equity, the right to demand and have specific performance of the Agreement or this Addendum. 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 the Agreement or this Addendum including, but not limited to, damages for delay and reasonable attorney's fees incurred by the Board to obtain damages or to enforce the Agreement or this Addendum. The Contractor acknowledges that Alabama sovereign immunity principles limit the Contractor's remedies and that in the event of a claim against the Board that cannot be resolved through mutual discussion or non-binding alternative dispute resolution as described in section 24(b) of this Addendum, the Contractor's sole remedy is to engage in the claims process before the Alabama Board of Adjustment as provided by law.

18. ASSIGNMENT

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

19. DO NOT WORK CLAUSE (CONTRACTOR)

The Contractor acknowledges and agrees that the Agreement and this Addendum are 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 Addendum or the 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 the Agreement and this Addendum or the date of the last Party signature of the Agreement and this Addendum, whichever is later.

20. 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 the Agreement or this Addendum, and no conflict of interest exists between the parties.

21. GOVERNING LAW

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

22. WORK PRODUCT

The Contractor agrees that all work products, computer codes, programs, software, materials, scripts, video, and written productions (collectively Productions) created under the Agreement or this Addendum 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.

23. RETIREE NOTIFICATION

The Contractor agrees to notify the Board in writing, within twenty (20) days of the effective date of this Addendum, 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 the Agreement and this Addendum. This notice is a continuing obligation of the Contractor during the term of the Agreement and this Addendum, 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 Addendum. The Contractor agrees to require all its subcontractors performing services under the Agreement or this Addendum to comply with this notification provision.

24. ADDITIONAL STATE REQUIREMENTS

- a) By signing the Agreement and this Addendum, the Board and the Contractor affirm, for the duration of the Agreement and this Addendum, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, any contracting Party found to be in violation of this provision shall be deemed in breach of this Addendum and shall be responsible for all damages resulting therefrom.
- b) In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to the Agreement or this Addendum by using appropriate forms of non-binding alternative dispute resolution.
- c) In compliance with Act 2016-312, the Contractor 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.

25. SOLE AGREEMENT; COUNTERPARTS

This Agreement including this Addendum 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. The Agreement with this Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be considered the same Agreement as modified by this Addendum.

26. ADDITIONAL DOCUMENTS

Additional documents identified below are incorporated under and controlled by the terms of this Addendum:

27. 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 the Contractor. The Contractor shall identify to the Board the name(s) of the person(s) who will be responsible for providing services under the Agreement and this Addendum. The Contractor shall certify to the Board in writing that all persons providing services under the Agreement and this

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

- b) The Contractor's personnel shall be familiar with the Board's clinical protocols. The Contractor's personnel must follow clinical protocols which meet the minimum standards of care to satisfy the 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) The 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 the Agreement and this Addendum 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 the Agreement and this Addendum, 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 the Agreement and this Addendum. The Contractor warrants that all physicians providing services under the Agreement and this Addendum 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 the Agreement and this Addendum 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 the Agreement or this Addendum which affects the truthfulness or completeness of this representation. Throughout the term of the Agreement and this Addendum, 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 (5) days of its knowledge of such lapse.

28. MEDICAL RECORDS

All records related to a particular patient shall be maintained by the Contractor until the later of: (i) three (3) 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 the Agreement or this Addendum; or (ii) the final resolution of any audit, litigation, or other action by or on behalf of the Board or the 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.

29. CONFIDENTIALITY

The Contractor shall treat all information obtained by or through its performance under the Agreement or this Addendum, 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 the Agreement or this Addendum. All information as to personal facts and circumstances concerning patients and all protected health information 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.

30. HIPAA COMPLIANCE

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

_____.

JEFFERSON COUNTY BOARD OF HEALTH

By _____
David Hicks, DO, MPH, FAAFP
Health Officer

Date _____

CONTRACTOR

By _____

Its: _____

Date _____