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JEFF. CO. HEALTH DEPT
HUMAN RESOURCES

AGREEMENT

THIS AGREEMENT, made this 1st of July 2010, by and between the Jefferson County Board of Health, hereinafter referred to as "**Board**", and **Samford University** hereinafter referred to as "Contractor" or "University".

WITNESSETH:

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

WHEREAS, Contractor is a University 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, through its School of Pharmacy, will provide certain Pharmacy Related Educational and Instructional services to patients/clients of the Board.

WHEREAS, the Board and the University desire to cooperate to establish and maintain a Public Health Pharmacy Residency financed by the Board and based at the Board's Central Health Center and administered and managed by the University. The residency is a 12 month structured educational and training experience for a pharmacist.

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:

- a) Provide Pharmacotherapy Related Education and Instructional services to Board patients who participate in Program.

The School of Pharmacy students assigned to the facility will participate in education experience opportunities with assisting physicians, nurses, and other health care professionals, providing patient care by providing drug information, therapy recommendations, patient education, and pharmacotherapy monitoring of patients being provided care. Students will, with the permission of the Board's providers, perform these activities in the various facilities of the Board. Areas where students may be involved may include, but are not limited to: adult health, child health, family planning, international travel medicine, and smoking cessation clinics; infection control, disease surveillance and epidemiology programs, pediatric and adult immunization programs, health promotion and disease awareness programs, disaster and emergency preparedness and response programs, medical data analysis, and community health education and outreach programs.

The School of Pharmacy Public Health Pharmacy Residents assigned to the facility will participate in a comprehensive experience in public health, including pharmacy operations in public health clinics, disease surveillance and epidemiology, infection control, adult health, child health and family planning, disaster and emergency response, pediatric and adult immunization, drug information, international travel medicine, medical data analysis, public nutrition programs, community health and outreach programs. Students will with the permission of the Board's providers, perform these activities in the various facilities of the Board.

- b) The board will assign the responsibility for the coordination of pharmacy practice education of pharmacy students of the University to a specific practitioner in the Clinic. This individual, and other practitioners responsible for the supervision and evaluation of University pharmacy students, if acceptable to the University, will be appointed by the University to its faculty, with an appropriate title.
- c) The Contractor will cooperate in conducting periodic reviews of program objectives and student performance.
- d) The Contractor shall be responsible for costs or expenditures incurred by the Contractor in the conduct of the educational program, except as provided herein or in any other written agreement(s) between the Contractor and the Board.
- e) The Contractor agrees to withdraw from the Board Clinic any student whose health is deemed by the Board to be detrimental to patients or staff.
- f) The Contractor will encourage all students to possess major medical insurance when assigned to Board Facilities. The students will be responsible for all personal medical care expenses incurred.
- g) The Contractor hereby assures the Board that the Contractor and Student have Professional Liability Insurance with limits not less than \$2,000,000 aggregate and the Board is not obligated to furnish such coverage.
- h) The Contractor agrees to provide the Board with the following educational services:
 - (1) On the certification of eligibility by the Chairman of the Pharmacy Practice Department of the School of Pharmacy of the University, the Faculty member(s) of the Board shall be entitled to use the library facilities of the University.
 - (2) On certification of eligibility by the chairman of the Pharmacy Department of the School of Pharmacy of the University, the faculty member(s) of the Board shall be entitled to audit classes in the education program in pharmacy at the University with the permission of the class instructors.
- i) Notwithstanding any provision to the contrary contained in this Agreement the Board, under no circumstances, shall be liable for the negligence or misconduct of the Contractor, its agents, servants, employees, successors or assigns, or person under the supervision of the Contractor.
- j) This agreement is not assignable, but is binding on the corporate successor of the parties.
- k) This agreement is not a third party Beneficiary contract, and confers no rights upon any students or employees of the parties, except as specified herein.

- l) Unless sooner terminated as hereinafter provided, this agreement is effective for the University's fiscal year ending June 30, 2011 and must be renewed annually. This agreement may be modified at any time upon the mutual agreement in writing of both parties. In addition, this agreement may be terminated by either party upon one hundred twenty (120) days written notice to the other party.
- m) The Contractor hereby assures the Board that all agents of the Contractor and Students have completed blood-borne pathogen training as required by the Occupational Safety and Health Administration (OSHA), and has either completed an immunization series or has documented natural immunity against hepatitis B as required by OSHA regulations.

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 documents related to this Agreement) of Contractor if deemed necessary by the Board.
- c) The Board will provide education in pharmacy practice for students and post graduate residents enrolled in the education program in pharmacy of the University. The number of students, their level and program of education within the Board Clinic, and the scheduling of their education at the Board Clinic shall be determined by mutual agreement between the faculty member in charge of the pharmacy program of the University and the providers in charge of the Board Clinic. The Board shall be compensated by the University at the rate of \$350.00/4th year student/rotation period for students not supervised by the university.

The Contractor shall not compensate the Board for students precepted by University faculty. The University will, through its Dean of the McWhorter School of Pharmacy, supervise and direct the Faculty Member(s) in the performance of duties related to the delivery of clinical pharmacy experiences as outlined in the curriculum.

- d) The Board, consistent with its primary obligation to care for its patients, and consistent with its available space and facilities, assumes responsibility for implementation and conduct of the education program within the Board Clinic, under the authority of the University, by undertaking the following:
 - i) Provide educational experience opportunities specified in the current applicable edition of the Experiential Manual.
 - ii) Accept for instruction students assigned to the Board Clinic.
 - iii) Cooperate with faculty members of the University in the selection of student learning experiences.
 - iv) Provide equipment, facilities, supplies, and services for students assigned to the Board Clinic necessary to the academic objectives of the programs. No Equipment or Computer Programs will be supplied or purchased outside of that which is normally used by Board Clinic Staff.
 - v) Provide the equipment, computer programs, and physician protocols necessary for the

delivery of international travel medicine services provided by the Contractor within the facilities of the Board clinic.

- e) The Board will cooperate in conducting periodic reviews of program objectives and student performance.
- f) The Board shall be responsible for costs or expenditures incurred by the Board in the conduct of the educational program, except as provided herein or in any other written agreement(s) between the Contractor and the Board.
- g) The Board will provide the students with the following: Rules, regulations and procedures of the Board; patient care and other learning experiences; access, as available, to parking, locker, cafeteria and library facilities, and other items agreed upon.
- h) While assigned to the Board Clinic, students will abide by the Board rules, regulations, procedures, and specific rules of the Pharmacy.
- i) The Board shall have the right to terminate the use of its facilities, equipment or supplies by any student where flagrant or repeated violations of the Board rules, regulations, procedures and policies occur. Such action will not normally be taken until the grievance against any student has been discussed with the appropriate representatives of the Contractor. The Board reserves the right to take immediate action where necessary to maintain operation.
- j) The students will be assigned to the Board Clinic solely for obtaining pharmacy education and will not be employees of the Board for purposes of compensation or for any other purposes or benefits having to do with an employment status.
- k) Because the students will not be employees of the Board, the Board will not be responsible for providing them with Social Security, Unemployment Compensation or Workmen's Compensation coverage while they are assigned as students to the Board's Pharmacy Service.
- l) Notwithstanding any provision to the contrary contained in this Agreement, the Contractor, under no circumstances, shall be liable for the negligence or misconduct of the Board, its agents, servants, employees, successors or assigns, or persons under the supervision of the Board.

3. **PAYMENT**

While there is no mechanism for third party payments for patient medication counseling at this time, the Board and the Contractor may discuss the sharing of such payments if they become available. Any sharing will be based on the quality, quantity and involvement of each party in the performance of patient care.

The Board agrees to pay the University an annual amount (in monthly installments) that is mutually agreeable to cover the salary and fringe benefits for the pharmacy resident. For the period beginning July 1, 2010 and ending June 30, 2011, the monthly payment shall be \$4,250.00 monthly (\$51,000 annual rate).

4. **INDEPENDENT CONTRACTOR**

Contractor acknowledges that it (and its agents, employees and the Pharmacy Resident) 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 July 1, 2010 through June 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 one hundred twenty (120) 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, at Contractor's expense, all insurance coverage necessary, including comprehensive liability coverage and workmen's compensation coverage.
- b) 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.
- c) 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. Notwithstanding the foregoing, prior to undertaking unilateral action, the Board agrees to first notify and discuss such matters with Contractor.

12. **GOOD STANDING**

Contractor is duly organized as a University 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 constitutes a 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**

Contractor shall:

- a) Adhere to all guidelines applicable to federal and state grant subcontractors and recipients for fiscal record keeping, reporting and auditing including, but not limited to, the following Office of Management and Budget (OMB) Circulars where applicable:

Cost Principles for State and Local Governments, A-87
Cost Principles for Nonprofit Organizations, A-122
Institutions of Higher Education, A-21
Hospitals, (CFR Part 74, Appendix E)
For-profit (commercial) Organizations Federal
Acquisition Regulation (48 CFR Subpart 31.2)

- b) Provide reports, financial and audit information to the Board as reasonably 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 rendered under the terms of this Agreement.
- 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**

Contractor hereby holds harmless the State of Alabama and the Board and their officers, agents, servants and employees from any and all claims arising out of acts or omissions committed by the Contractor or any agent, servant or employee of Contractor while in performance hereunder.

16. **INSURANCE**

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

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 CLIA regulations. The Contractor is responsible for assuring that personnel trained in the appropriate laboratory procedures are present during each clinic session.
- e) Personnel and patient files pertaining to this Agreement shall be subject to periodic auditing by the Board or its agents for the purposes of quality assurance and adherence to grant requirements.
- f) The Contractor must provide documentation to the Board assuring that the Contractor's clinical personnel have immunity to Rubella and Rubeola and have been screened for Tuberculosis.
- g) The Contractor's personnel must sign the Board's confidentiality statement. All patient files remain the sole property of the Board and may not be removed without the permission of the Board. The Contractor's personnel shall comply with the Board's medical records policy.
- h) The use of any drugs furnished by the Board shall be governed by the Board's protocols and procedures.
- i) The Contractor shall follow the Board's policy concerning research studies.
- j) 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.
- k) 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**

The Board shall maintain all patient medical records and Contractor shall maintain all administrative

records related to this Agreement as provided in this section 18. The above described records shall be maintained by the responsible party 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 party responsible of requested documents 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. Each party 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. Each party'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, with the exception of teaching materials prepared by Contractor's employees or agents, 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 or applicable law; 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, MD
Michael E. Fleenor, M.D.
Health Officer

Date 09 June 2010

CONTRACTOR

By Charles D. Sands III
Dr. Charles D. Sands, III
Interim Dean – McWhorter School of Pharmacy

Date July 13, 2010

By: Harry B. Brock, III
Harry B. Brock, III
Vice President for Business Affairs

Date: 7/19/2010