



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507  
(251) 580-2564  
(251) 580-2500 Fax  
agary@baldwincountyal.gov  
www.baldwincountyal.gov

ANU GARY  
Records Manager

MONICA E. TAYLOR  
Assistant Records Manager

October 21, 2015

Dr. Charles Sherman  
804 Northshore Drive  
Bay Minette, Alabama 36507

**RE: Professional Services Contract for Dentist Services at the Baldwin County  
Corrections Center**

Dear Dr. Sherman:

Please find enclosed a **fully executed original** *Contract for Professional Services* approved during the September 1, 2015, Baldwin County Commission meeting between the Commission and you for dental services at the Baldwin County Corrections Center for a period which commenced on September 1, 2015, and expires on August 31, 2017, with an automatic renewal for another twelve (12) month period, if notification is not timely received at least 30 days prior to expiration by either party. Total compensation is not to exceed \$21,600.00 annually.

If you have any questions or need further assistance, please do not hesitate to contact Sheriff Huey Hoss Mack, Baldwin County Sheriff's Office, at (251) 937-0210.

Sincerely,

ANU GARY, Records Manager  
Baldwin County Commission

AG/met Item BC3

cc: Sheriff Huey Hoss Mack  
Connie Dudgeon

ENCLOSURE

State of Alabama )  
County of Baldwin )

RECEIVED  
OCT 15 2015  
BY: MEF

## CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services is made and entered into by and between the County of Baldwin (hereinafter "COUNTY") acting by and through its governing body, the Baldwin County Commission and DR. CHARLES E. SHERMAN, M.D., (hereinafter referred to as "DR. SHERMAN").

### WITNESSETH:

**Whereas**, COUNTY is required to provide dental services to inmates in the Baldwin County Corrections Center ("Corrections Center") and the Baldwin County Juvenile Detention Center ("Detention Center"); and

**Whereas**, DR. SHERMAN has been providing these services in the past and wishes to provide said services in the future; and

**Whereas**, the COUNTY and DR. SHERMAN believe that it is to their mutual interests for DR. SHERMAN to continue to provide said dental services.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, DR. SHERMAN and COUNTY do hereby agree as follows:

- I. **Definitions.** The following terms shall have the following meanings:
  - i. COUNTY: Baldwin County, Alabama, its affiliates, employees, agents and representatives, including the Baldwin County Sheriff's Office, its affiliates, employees, agents and representatives.
  - ii. DR. SHERMAN: Professional Service provider.
  - iii. CORRECTIONS CENTER: The Baldwin County Sheriff's Corrections Center operated under the authority of the Sheriff of Baldwin County.
  - iv. DETENTION CENTER; The Baldwin County Juvenile Detention Center operated by the County.

- II. Obligations Generally. The COUNTY hereby employs, and DR. SHERMAN agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of DR. SHERMAN. DR. SHERMAN shall immediately commence performance of the professional services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, DR. SHERMAN represents and warrants to the COUNTY that he possesses the professional, technical, and administrative qualifications, specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. DR. SHERMAN represents and warrants that DR. SHERMAN is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that DR. SHERMAN shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. DR. SHERMAN shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. DR. SHERMAN acknowledges that he is an independent contractor, and DR. SHERMAN shall at all times remain as such in performing the services under this Contract. DR. SHERMAN is not an employee, servant, partner, or agent of the COUNTY or the Baldwin County Sheriff's Office and has no authority, whether express or implied, to contract for or bind the COUNTY or the Baldwin County Sheriff's Office in any manner. The parties agree that DR. SHERMAN shall be solely responsible for and shall have full and unqualified control over developing and

implementing his own means and methods, as he deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. DR. SHERMAN is not entitled to unemployment insurance benefits, and DR. SHERMAN is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

- IX.** No Agency Created. It is neither the express nor the implied intent of DR. SHERMAN or COUNTY to create an agency relationship pursuant to this Agreement. Therefore, DR. SHERMAN does not in any manner act on behalf of COUNTY or the Baldwin County Sheriff's Office and the creation of such a relationship is prohibited and void.
- X.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI.** Indemnification. DR. SHERMAN shall indemnify, defend and hold County and its affiliates, employees, agents and representatives, including the Baldwin County Sheriff's Office, its affiliates, employees, agents and representatives (collectively "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services, or any act or omission, by DR. SHERMAN pursuant to this Contract. This indemnification shall survive the expiration or termination of this agreement.
- XII.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and DR. SHERMAN and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XIII.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by DR. SHERMAN as constituting, a default or be construed as a waiver or relinquishment

of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIV. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by DR. SHERMAN without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. DR. SHERMAN shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XVI. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

DR. SHERMAN: Dr. Charles E. Sherman  
804 Northshore Drive  
Bay Minette, Alabama 36507

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, Alabama 36507

**XVII. Services to be Rendered.** DR. SHERMAN is retained by the COUNTY as a professionally licensed and qualified dentist. The general scope of work for the services will encompass:

- i) DR. SHERMAN will provide a dental clinic at the SHERIFF'S CORRECTIONS CENTER once a month at which time he will see and treat inmate patients on an "as-needed" basis. Dr. Sherman will coordinate with Medical Staff to hold on site consultations at the Sheriff's Corrections Center.
- ii) DR. SHERMAN will provide dental consultation by telephone on a 24-hour, 7-day per week basis with the SHERIFF'S

CORRECTIONS CENTER personnel according to the protocol heretofore agreed upon and established by and between the parties.

- iii) DR. SHERMAN will provide emergency dental treatment to inmates of the SHERIFF'S CORRECTIONS CENTER ~~and will provide emergency medical treatment to inmates of the DETENTION CENTER.~~ *ERROR*
- iv) DR. SHERMAN will provide ongoing communications with the COUNTY regarding this service, including verbal updates, emails and etc. as requested. Additionally, DR. SHERMAN will meet with the COUNTY as needed or requested.
- v) DR. SHERMAN is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- vi) DR. SHERMAN represents and warrants that his services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar Dentists under similar circumstances at the time the services are performed.

**XVIII. General Responsibilities of the COUNTY.**

- i. The COUNTY shall provide reasonable notice to DR. SHERMAN whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of DR. SHERMAN's services hereunder or any defect or nonconformance in the work of DR. SHERMAN.
- ii. The COUNTY shall pay to DR. SHERMAN the compensation as, and subject to the terms set out below.

**XIX. Termination of Services.** The COUNTY or DR. SHERMAN may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, DR. SHERMAN shall discontinue his work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay DR. SHERMAN for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XX. Compensation Limited.** The compensation to be paid to DR. SHERMAN shall be the full compensation for all work performed by DR. SHERMAN under this Contract. Any and all additional expenditures or expenses of DR. SHERMAN, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by DR. SHERMAN or paid by COUNTY.

**XXI. Direct Expenses.** Compensation to DR. SHERMAN for work shall be paid monthly in the sum of One Thousand Eight Hundred Dollars (\$1,800) per month for general dental services provided to the inmates of the SHERIFF'S CORRECTIONS CENTER. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

During the term of this Contract, DR. SHERMAN shall obtain and maintain the following insurance: (i) Malpractice coverage; (ii) Commercial General Liability including coverage for (a) premises/operations, (b) independent contractors, (c) products/completed operations, (d) personal injury, and (e) contractual liability, with such coverage having combined single limit of not less than \$1,000,000 each occurrence or its equivalent naming the County and the Baldwin County Sheriff's Office as an additional insured; and (iii) Worker's Compensation in amounts required by applicable law.

The COUNTY, while reserving any and all rights, claims and defenses, agrees to pay and/or reimburse DR. SHERMAN for insurance deductibles required to be paid as a result of dental claims made and/or filed against him for services provided pursuant to this Contract. Such deductibles shall be limited to a maximum of Five Thousand dollars and no cents (\$5,000.00) per occurrence for dental claims. Without waiving any rights, claims or defenses, the COUNTY agrees that the deductibles paid by the COUNTY pursuant to Section XXI shall not be recoverable by the COUNTY under the indemnity provisions in Section XI.

**XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately on September 1, 2015, and the same shall terminate upon both the expiration of twenty-four (24) months (i.e. August 31, 2017) and/or upon a written notification thereof received by either party within the required thirty (30) day period. This Contract shall automatically renew itself for another twelve (12) month period, including all of the provisions herein, if notification is not timely received, at least thirty (30) days prior to the expiration date, by either party. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. State of Alabama.** This Contract shall be governed by and construed in accordance with the laws of the State of Alabama.

**XXV. Number of Originals.** This Agreement shall be executed with two originals, both of which are equally valid as an original.

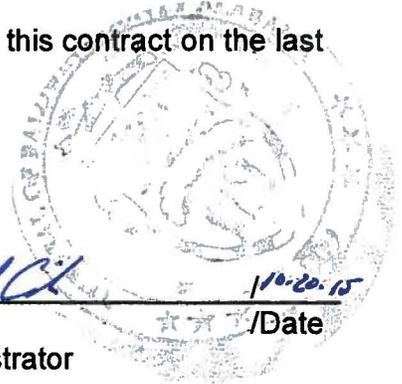
IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

Charles F. Gruber /Date 1/10/2015  
Charles F. Gruber, Chairman

Ronald J. Cink /Date 1/10/2015  
Ronald J. Cink,  
County Administrator



State of Alabama )  
County of Baldwin )

I, Monica E. Taylor, a Notary Public in and for said County, in said State, hereby certify that Charles F. Gruber, as Chairman of the Baldwin County Commission, and Ronald J. Cink, as County Administrator of the Baldwin County Commission, are the individuals whose names are signed to the foregoing Contract for Professional Services Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services Agreement, they executed the same with full authority to do so voluntarily on behalf of said Commission.

Given under my hand and official seal, this 20<sup>th</sup> day of October, 2015.



Monica E. Taylor  
NOTARY PUBLIC  
My Commission expires: My Commission Expires 09/05/2016

Charles E. Sherman 10/6/15  
Dr. Charles E. Sherman / Date

State of Alabama )

County of Baldwin )

I, Sheila Kirchoff Cushion, Notary Public in and for said County, in said State, hereby certify that, Dr. Charles E. Sherman, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, he, as such and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this 6<sup>th</sup> day of Oct., 2015.

Sheila Kirchoff Cushion  
NOTARY PUBLIC  
My Commission expires:

