



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

December 9, 2015

Ms. Linda P. Johnson
25250 Griggers Road
Robertsdale, Alabama 36567

RE: Professional Services Contract for Temporary Dental Hygienist Services at the Baldwin County Corrections Center

Dear Ms. Johnson:

Please find enclosed a **fully executed original** *Contract for Professional Services* approved during December 1, 2015, Baldwin County Commission meeting between the Baldwin County Commission and you, for temporary dental hygienist services at the Baldwin County Corrections Center for a period commencing December 1, 2015, and expiring November 30, 2016, or upon written notification of termination received by either party within the required seven (7) day period, and with total compensation not to exceed \$4,096.00. You will maintain a professional liability coverage of \$1,000,000.00.

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 BE1

cc: Sheriff Huey Hoss Mack
Connie Dudgeon

ENCLOSURE

State of Alabama)
County of Baldwin)

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 Linda P Johnson (hereinafter "PROVIDER").

WITNESSETH:

Whereas, COUNTY and the Baldwin County Sheriff's Office endeavor to ensure the proper satisfaction of the dental requirements of those detained and/or housed at the Baldwin County Corrections facility (hereinafter referred to as "Facility"); and

Whereas, PROVIDER is a certified Dental Hygienist and is properly qualified to provide dental hygiene services, more fully defined herein, which will temporarily assist in the proper satisfaction of the dental requirements at the Facility as aforesaid; and

Whereas, at such times, the COUNTY's and the Baldwin County Sheriff's Office primary Dental Hygienist, Mrs. Renee C. Racine, is unavailable to provide dental hygiene services at the Facility due to unforeseen circumstances requiring the COUNTY and the Baldwin County Sheriff's Office to obtain the services of another dental hygienist to provide the services for those times Mrs. Renee C. Racine is not available as the COUNTY's and the Baldwin County Sheriff's Office primary Dental Hygienist; and

Whereas, during the PROVIDER's temporary provision of dental hygiene services as set forth herein, said PROVIDER will work under the direct supervision of Charles Sherman, DMD; and

Whereas, COUNTY agrees to retain PROVIDER to provide, and PROVIDER agrees to provide COUNTY and the Baldwin County Sheriff's Office with such temporary dental hygiene services at the Facility, pursuant to the terms and conditions set out hereinbelow; and

Whereas, the parties now wish to set out their agreement in this written Contract.

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

- I. Recitals Included. The recitations set forth above are incorporated herein by reference in their entirety.

- II. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama

- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: Linda P Johnson
- D. Professional Dental Hygienist Services:
Those services and skills authorized and/or allowed by the Board of Dental Examiners of Alabama for certified dental hygienists.

- III. Obligations Generally.
The COUNTY hereby temporarily retains PROVIDER, and the PROVIDER agrees to perform for the COUNTY and the Baldwin County Sheriff's Office, professional dental hygienist services. This document shall serve as the binding contract for the temporary services of PROVIDER. PROVIDER 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 and under the direct supervision of Charles Sherman, DMD.
- IV. 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.
- V. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that she possesses the professional and technical experience and training necessary to provide the professional services required herein.
- VI. 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.
- VII. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently registered, certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such registrations, certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services.
- VIII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- IX. Independent Contractor. PROVIDER acknowledges that she is an independent contractor, and PROVIDER shall at all times remain as such

in performing the services under this Contract. PROVIDER 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 PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing her own means and methods, as she 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. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

- X. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement. Therefore, the PROVIDER 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.

- XI. 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.

- XII. Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER 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 PROVIDER 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 PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: Linda P Johnson
25250 Griggers Road
Robertsdale, AL 36567

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

Baldwin County Sheriff's Office
Huey Hoss Mack, Sheriff
310 Hand Avenue
Bay Minette, Alabama 36507

XVI. Services to be Rendered. PROVIDER is temporarily retained by the COUNTY as a professionally-qualified dental hygienist who is also licensed and otherwise qualified by all governing authorities to perform dental hygienist services hereunder. The general scope of work for the services will encompass hygiene services.

- A. During the term of this Contract, PROVIDER shall obtain and maintain the following insurance: Malpractice coverage and/or professional liability coverage with such coverages having a combined single limit of not less than \$1,000,000.00 each occurrence or its equivalent naming the County as an additional insured.
- B. PROVIDER will provide ongoing communications with the Baldwin County Sheriff's Office and COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY and the Baldwin County Sheriff's Office as needed or requested.
- C. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- D. PROVIDER represents and warrants that her 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

providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as and subject to the terms set out below.
- C. The COUNTY shall make available to PROVIDER all information, materials, and accommodations within COUNTY's control, as reasonably necessary to PROVIDER's performance hereunder.

XVIII. Termination of Services. The COUNTY, by and through its Chairman, or PROVIDER may terminate this contract, with or without cause or reason, by giving seven (7) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue her work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER 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.

XIX. Compensation Limited. PROVIDER shall be paid \$32.00 per hour not to exceed a daily fee of \$256.00 for dental hygienist services rendered. In no event shall the total amount paid for services rendered by the PROVIDER exceed the amount of \$4,096.00 during the term of this Contract. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. 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.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed on a bi-weekly basis. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

- XXII. Effective and Termination Dates.** This Contract shall be effective and commence on December 1, 2015, and expire on November 30, 2016, or the same shall terminate upon a written notification of termination received by either party within the required seven (7) day period as set forth at Section XVIII.
- 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. Indemnification.** To the fullest extent allowed by law, PROVIDER shall indemnify, defend and hold COUNTY and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively herein, "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), property damage or any other damage or injury of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, arising from or related to this Contract or the services to be provided hereunder. This indemnification shall survive the expiration, or termination of this Contract.
- XXV. Governing Law.** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama choice of law principles.
- XXVI. 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 Tucker Dorsey
J. Tucker Dorsey, Chairman /Date 12.8.15

ATTEST:
Ronald J Cink 1/2-8-15
Ronald J Cink, Date
County Administrator

State of Alabama)
County of Baldwin)

I, Gloria Whitton Bitto, Notary Public in and for said County, in said State, hereby certify that, J. TUCKER DORSEY and RONALD J. CINK, as Chairman and County Administrator of the Baldwin County Commission, individuals whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, executed same on the day the same bears date.

Given under my hand and official seal, this the 8th day of December, 2015.

Gloria Whitton Bitto
Notary Public
My Commission Expires:

GLORIA WHITTON BITTO
Notary Public, Alabama State At Large
My Commission Expires March 7, 2018

Linda P Johnson
Linda P. Johnson 12/7/2015
/Date

State of Alabama)
County of Baldwin)

I, Keri Green, Notary Public in and for said County, in said State, hereby certify that, Linda P Johnson, 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, she, executed same on the day the same bears date.

Given under my hand and official seal, this the 7th day of December, 2015.



Keri Green
Notary Public
My Commission Expires: 11/23/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

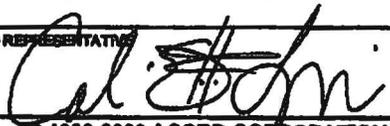
PRODUCER CM&F Group, Inc 99 Hudson St., 12th Floor New York, NY 10013	CONTACT NAME: CM&F Group PHONE (A.C. No. Exp): 1-800-221-4904 FAX (A.C. No.): 212-608-4378 E-MAIL ADDRESS: info@cmfgroup.com PRODUCER CUSTOMER ID#:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Linda Peterson Johnson 25250 Griggers Rd Robertsdale, AL 36567	INSURER A: MEDICAL PROTECTIVE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC#

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM LTR	TYPE OF INSURANCE	ADDL. INSURER (W/D)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	X		11/17/2015	11/17/2016	\$1,000,000 Per Inc. \$6,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Dental Hygienist The following is listed as an Additional Insured on Professional Liability coverage:
Occurrence Coverage The County of Baldwin, AL

CERTIFICATE HOLDER Linda Peterson Johnson	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BOARD OF DENTAL EXAMINERS OF ALABAMA
ANNUAL DENTAL HYGIENE REGISTRATION

This certificate must be renewed annually on or before October 1st of each year.

15 / 0
67055

Control Number

H 6591

This is to certify that

Linda P. Johnson RDH

25250 Griggers Rd

Robertsdale

AL

36567

LNO 6591

LI 06/22/2007

Stephen A. Strubbe
Chairman
William E. Chason, D.D.S.
President
Alpha H. Jackson
Thomas Wilburn
Judith S. Williams, D.D.S.



Not compliant with Act 79-427, 1979 Reg. Session
Valid after 12/31/2016