



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

August 24, 2015

Dr. Sydney Gardner
Psychological Specialties
2125 Heather Place
Auburn, Alabama 36830

RE: Contract for Professional Clinical and Psychological Services with Psychological Specialties, Dr. Doug McKeown and Dr. Sydney Gardner

Dear Dr. Gardner:

Please find enclosed a **fully executed original** *Contract for Professional Clinical and Psychological Services* approved during the August 4, 2015, Baldwin County Commission meeting, between the Commission, Psychological Specialties, Dr. Doug McKeown and Dr. Sydney Gardner, for clinical and psychological oversight and services for the Baldwin County Residential Wilderness Facility, with a reconfigure annual cost not to exceed \$36,000.00. Additionally, Psychological Specialties may receive \$300.00 for up to five (5) diagnostic assessments and \$50.00 for each one above the first five (5) each month. This *Contract* shall be effective and commence immediately upon the same date as its full execution, and the same shall be for a one (1) year term. The *Contract* shall renew automatically thereafter for successive one (1) year terms, all subject, however, to termination by either party at any time pursuant to paragraph XVIII of the *Contract*.

If you have any questions or need further assistance, please do not hesitate to Jennifer Lee, Baldwin County Regional Juvenile Detention Center Director, at (251) 580-2540.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item BE1

cc: Jennifer Lee

ENCLOSURE

RECEIVED
AUG 20 2015
BY: _____ (akg)

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (“Contract”) 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 Doug McKeown, Licensed Clinical Psychologist, and Sydney Gardner, Licensed Clinical Psychologist, together dba Psychological Specialties (hereinafter collectively referred to as “PROVIDERS”).

WITNESSETH:

Whereas, the COUNTY has established, and maintains and operates, the Baldwin County Residential Wilderness Program, a facility for the treatment of juveniles ordered by the court (“Facility”); and

Whereas, COUNTY finds that the effective operation of the Facility, and the treatment of the residents at the Facility, will be enhanced by the services of a licensed clinical psychologist (“Services”); and

Whereas, PROVIDERS are a licensed clinical psychologists, possessing all necessary licenses, certifications, and professional expertise necessary to provide the said Services for the Facility; and

Whereas, COUNTY now wishes to retain from PROVIDERS, and PROVIDERS now wish to provide, the said Services under the terms and conditions set out herein.

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

- I. Definitions. The following terms shall have the following meanings:
 - i. COUNTY: Baldwin County, Alabama
 - ii. COMMISSION: Baldwin County Commission
 - iii. PROVIDERS: Doug McKeowen and Sydney Gardner, together,
dba Psychological Specialties

- II. Obligations Generally.** The COUNTY hereby employs PROVIDERS, and the PROVIDERS agree to perform for the COUNTY, professional clinical psychologist services. This document shall serve as the binding contract for the services of PROVIDERS. PROVIDERS 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, the PROVIDERS represent and warrant to the COUNTY that they possess the professional, technical, and administrative personnel with the 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.** PROVIDERS represent and warrant that PROVIDERS are presently registered, certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDERS 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.
- VII. Legal Compliance.** PROVIDERS shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor.** PROVIDERS acknowledge that they are independent contractors, and PROVIDERS shall at all times remain as such in performing the services under this Contract. PROVIDERS are not an employee, servant, partner, or agent of the COUNTY and have no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDERS shall be solely responsible for and shall have full and unqualified control over developing and implementing their own means and methods, as they deem necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDERS are not entitled to unemployment insurance benefits, and PROVIDERS are 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 PROVIDERS or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDERS do not in any manner act on behalf of COUNTY, 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI.** Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDERS and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII.** 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 PROVIDERS 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.
- XIII.** Assignment. Neither this Contract nor any interest herein shall be assigned, transferred or otherwise encumbered by PROVIDERS without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV.** 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. PROVIDERS 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.

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: Psychological Specialties	Psychological Specialties
Doug McKeown	Sydney Gardner
P.O. Box 6216	2125 Heather Place
Dothan, AL 36302	Auburn, AL 36830

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

XVI. Services to be Rendered. PROVIDERS are retained by the COUNTY as professionally-qualified, licensed clinical psychologists. The general scope of work for the services will encompass those "Contractual Services" as attached hereto as Exhibit A. Further, PROVIDERS shall have and maintain throughout the term of this Contract adequate professional liability insurance.

_. PROVIDERS will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDERS will meet with COUNTY as needed or requested.

_. PROVIDERS are responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

_. PROVIDERS represent and warrant that their 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.

i. The COUNTY shall provide reasonable notice to PROVIDERS whenever the COUNTY actually observes or otherwise actually becomes aware of

any development that affects the scope or time of PROVIDERS' services hereunder or any defect or nonconformance in the work of PROVIDERS.

- ii. The COUNTY shall pay to PROVIDERS the compensation as, and subject to the terms provided in the attached "Contractual Services" and set out below.
- iii. The COUNTY shall make available to PROVIDERS all information, materials, and accommodations within COUNTY's control, as reasonably necessary to PROVIDERS' performance hereunder.

XVIII. Termination of Services. The COUNTY or PROVIDERS 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, PROVIDERS shall discontinue their work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDERS 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. Compensation to PROVIDERS shall be as provided in the attached "Contractual Services", which amount shall be total and inclusive. The compensation to be paid to the PROVIDERS shall be the full compensation for all work performed by PROVIDERS under this Contract. Any and all additional expenditures or expenses of PROVIDERS, not listed in full within this Contract or attached "Contractual Services", shall not be considered as a part of this Contract and shall not be demanded by PROVIDERS or paid by COUNTY.

XX. Direct Expenses. Said compensation provided for in the immediately preceding paragraph 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. PROVIDERS shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDERS.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDERS. 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 immediately upon the same date as its full execution, and the same shall be for a one (1) year term, and shall renew automatically thereafter for successive one (1) year terms, all subject, however, to termination by either party at any time pursuant to paragraph XVIII. hereinabove.

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, PROVIDERS shall indemnify, defend and hold COUNTY and its affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively "COUNTY" for purposes of this paragraph) 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 provision 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 conflict of law principles.

XXVI. Number of Originals. This Contract 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 as written below.

COUNTY



CHARLES F. GRUBER /Date
Chairman



ATTEST:



RONALD J. CINK /Date
Interim County Administrator

10-24-15

PROVIDER

Doug Mckeown 8/
DOUG MCKEOWN, Ph.D. /Date

PROVIDER

Sydney Gardner 8-12-15
SYDNEY GARDNER, Ph.D /Date

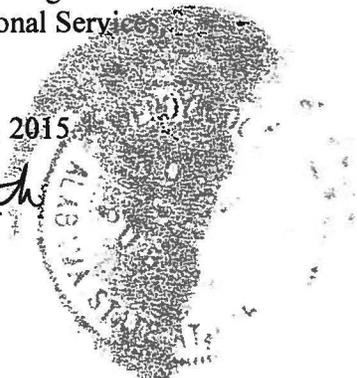
State of Alabama)

County of Baldwin)

I, Wendy Odom Smith, Notary Public in and for said County, in said State, hereby certify that, DOUG MCKEOWN, as _____ of _____, 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 the 12 day of Aug, 2015.

Wendy Odom Smith
Notary Public



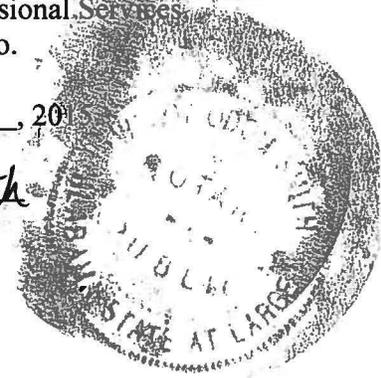
State of Alabama)

County of Baldwin)

I, Wendy Odom Smith, Notary Public in and for said County, in said State, hereby certify that, SYDNEY GARDNER, as _____ of _____, 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, as such and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the 12 day of Aug, 2015.

Wendy Odom Smith
Notary Public



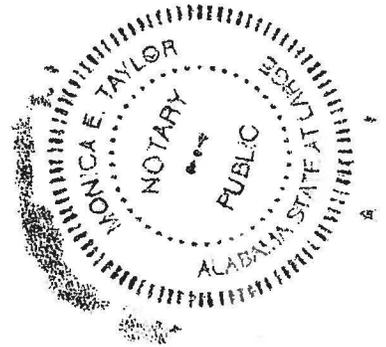
State of Alabama)
County of Baldwin)

I, Monica E. Taylor Notary Public in and for said County, in said State, hereby certify that, CHARLES F. GRUBER, as Chairman of the Baldwin County Commission, 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/she, as such and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the 24th day of August, 2015.

Monica E. Taylor
Notary Public

My Commission Expires 09/05/2016



"Exhibit A"
CONTRACTUAL SERVICES

Baldwin County Residential Wilderness Program, doing business as a Residential Treatment Facility, Baldwin County, Alabama, does hereby agree to contract with Dr. Doug McKeown, and Dr. Sydney Gardner Licensed Clinical Psychologist.

Services:

- A. Clinical oversight of services and documentation associated with the provision of Medicaid Rehabilitative Services to include:
 - 1) Diagnosis
 - 2) Treatment Planning
 - 3) Bio psychosocial Assessment

- B. Training available during the allotted time to contribute to the clinical education to assist in treatment and clinical education will be provided on-site or via email.
 - a. Random assessment and review of clinical documentation is provided to therapeutic staff and/clinical director to ensure quality and continued education. This documentation includes:
 - i. Progress notes, group notes, crisis and consults

- C. Reimbursement for services provided will occur monthly. Dr. McKeown/ Dr. Gardner will collectively bill \$3000.00 for each calendar month. Dr. McKeown/Dr. Gardner shall manage the provision of all services to include responsibility for appropriate liability coverage of the designated psychological services identified above. Dr. McKeown and Dr. Gardner will maintain his/her own professional liability insurance and appropriate credentials necessary to maintain licensure requirements to provide the designated services.

- D. Psychological Evaluations will be provided to assist in establishing achievement, Ability and Clinical Functioning for residents in need of diagnostic assessment as indicated. When resident is identified as in need of service the Dr. McKeown/ Dr. Gardner will ensure training, quality and oversight of the clinician completing the Psychological Evaluation. Reimbursement for Psychological Evaluations will be reimbursed at:
 - a. \$300.00 for first 5 assessments a month
 - b. \$50.00 for each additional assessment.