



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507

(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

June 22, 2017

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

Mr. Brad Hardcastle
Chief Financial Officer
South Baldwin Regional Medical Center
1613 North McKenzie Street
Foley, Alabama 36535

RE: House Bill 484 - Distribution of Funds to North Baldwin Infirmary, Thomas Hospital and South Baldwin Regional Medical Center for Indigent Care

Dear Mr. Hardcastle:

The Baldwin County Commission, during its regularly scheduled meeting held on June 22, 2017, took the following actions:

- 1) Adopted *Resolution #2017-089*, which resolves that the Baldwin County Commission elects to immediately distribute all funds received, collected, or held pursuant to or in accordance with subdivision (5) of Section 45-2-245, Code of Alabama, equally to North Baldwin Infirmary, Thomas Hospital and South Baldwin Medical Center in accordance with the terms, conditions, criteria, or limitations adopted by the Commission, or the Board if one is later established, and to continue to distribute said funds on an annual basis thereafter; and
- 2) Authorized me, as Chairman, to execute the *Agreements* between the Baldwin County Commission and North Baldwin Infirmary, Thomas Hospital and South Baldwin Regional Medical Center respectively, distributing funds evenly among the three (3) entities; and
- 3) Authorized the Clerk/Treasurer to issue three interim checks, one for each hospital in the amount of \$248,584.90.

Enclosed are a **fully executed copy** of *Resolution #2017-089* and a **fully executed original Agreement** (South Baldwin Regional Medical Center) for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4606 or Ron Cink, County Administrator/Budget Director, at (251) 580-2550.

Sincerely,


T. CHRISTOPHER ELLIOTT, Chairman
Baldwin County Commission

TCE/met Item GA1

cc: Ron Cink

ENCLOSURE(S)

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT is entered into effective the 23rd day of June, 2017, between the BALDWIN COUNTY COMMISSION (the "COMMISSION") and FOLEY HOSPITAL CORPORATION on behalf of and doing business as SOUTH BALDWIN REGIONAL MEDICAL CENTER (the "HOSPITAL").

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama;

WHEREAS, the HOSPITAL is a for profit corporation the purpose of which is to provide health care services to the citizens of Baldwin County, Alabama;

WHEREAS, the COMMISSION has determined that it would be in the best interest of the citizens of Baldwin County, Alabama, to disburse funds received, collected, or held pursuant to or in accordance with subdivision (5) of Section 45-2-245 of the *Code of Alabama*, 1975, ("funds") to the hospital facilities set forth herein, in accordance with the terms, conditions, criteria, or limitations adopted by the Commission and in its discretion, to be exclusively used to provide medical care of medically indigent persons in Baldwin County;

WHEREAS, a "medically indigent person" shall mean any natural person who is a resident of Baldwin County and who is ill, injured, and suffering whose condition can be helped or relieved by treatment in an approved hospital, but is certified as being unable to pay the cost of hospital treatment, or who is able to pay only a portion of the cost of such hospital treatment;

WHEREAS, the COMMISSION has, pursuant to § 45-2-171.21 of the *Code of Alabama*, elected to disburse all or any portion of the funds received, collected, or held pursuant to or in accordance with subdivision (5) of Section 45-2-245 of the *Code of Alabama*, as approved by the Commission in accordance with the terms, conditions, criteria, or limitations adopted by the Commission, in its discretion;

WHEREAS, the Commission, pursuant to § 45-2-171.21 of the *Code of Alabama*, has elected to immediately disburse a portion of the funds received, collected, or held pursuant to or in accordance with subdivision (5) of Section 45-2-245, *Code of Alabama*, to HOSPITAL to be used exclusively for medical care of medically indigent persons at the hospital facility known as SOUTH BALDWIN REGIONAL MEDICAL CENTER and in accordance with the terms, conditions, criteria, or limitations adopted by the Commission, or a board if one is later established by the Commission, and to continue to so distribute said funds on an annual basis thereafter so long as the distribution of said funds is appropriate in the COMMISSION's sole discretion; and

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

2. Upon execution of this Agreement, the COMMISSION shall distribute one-third (1/3) of all funds received, collected, or held pursuant to or in accordance with subdivision (5) of Section 45-2-245, *Code of Alabama*, to the HOSPITAL in accordance with the terms, conditions, criteria, or limitations adopted by the COMMISSION, or a board if one is later established by the COMMISSION pursuant to § 45-2-171.21 of the *Code of Alabama*,

3. The COMMISSION may make subsequent distributions of said funds to the HOSPITAL on an annual basis in amount determined in the COMMISSION'S sole discretion. Subsequent distributions to the HOSPITAL will not exceed one-third (1/3rd) of the funds collected the previous fiscal year and will be distributed on or before December 15.

4. The parties acknowledge and agree that, if at the end of any fiscal year the COMMISSION, or a board if one is later established by the COMMISSION, ascertains that there exists a surplus of such taxes or other funds not used during the fiscal year to provide medical care to medically indigent persons, then the COMMISSION, or a board if one is later established by the COMMISSION, shall deposit such surplus into the account or accounts of the COMMISSION to be used for county purposes.

5. Upon the depletion of all funds received for a given year pursuant to subdivision (5) of Section 45-2-245, *Code of Alabama*, the COMMISSION, or a board if one is later established, shall have no obligation to pay any other reimbursements pursuant to § 45-2-171.21 of the *Code of Alabama*.

6. The term of this Agreement shall commence June 22, 2017, and terminate on perpetual, 20____, or in a shorter time as may be determined exclusively by the COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the HOSPITAL.

7. As a condition of receiving the COMMISSION's funding assistance referenced herein, the HOSPITAL shall perform the following services in conjunction with and for the benefit of the COMMISSION, to wit:

a. The HOSPITAL shall use the taxes or other funds distributed pursuant to this Agreement exclusively for medical care of medically indigent persons at the hospital facility known as SOUTH BALDWIN REGIONAL MEDICAL CENTER. Any taxes or other funds distributed pursuant to this Agreement that are used for purposes outside the provision of medical care of medically indigent persons at SOUTH BALDWIN REGIONAL MEDICAL CENTER must be immediately reimbursed by the HOSPITAL to the COMMISSION.

b. The HOSPITAL shall have a nondiscriminatory policy and its facilities, services, and activities will be available to the general public regardless of race, age, sex, disability or religion.

c. The HOSPITAL understands that this Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the HOSPITAL on behalf of the COMMISSION. Furthermore, the HOSPITAL understands that this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the HOSPITAL is an agent of the COMMISSION.

d. The HOSPITAL understands that the COMMISSION has no financial interest in the business of the HOSPITAL and that the COMMISSION shall not be liable for any debts incurred by the HOSPITAL, nor shall the COMMISSION be deemed or construed to be a partner, joint venturer or likewise interested in the assets of the HOSPITAL or profits earned or derived by the HOSPITAL, nor shall the HOSPITAL at any time use the name or credit of the COMMISSION in purchasing, or attempting to purchase equipment, supplies or other things whatsoever.

e. To the fullest extent allowed by law, the HOSPITAL shall indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purpose of this Section, referred to collectively as "Commission") completely harmless from any and all claims, notices, violations, findings or orders of whatsoever kind or character which may arise or be made, or which are in any way related to or resulting from any work to be done and duties or obligations performed by the HOSPITAL or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses incurred as a result of the COMMISSION enforcing, defending, or complying with this Agreement, or otherwise addressing actions or claims made related in any way to this Agreement. The provisions of this Section and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

f. The HOSPITAL shall not transfer or assign this Agreement or any of the funds, rights or privileges granted herein without the prior written consent of the COMMISSION.

g. The HOSPITAL shall comply strictly with all laws of Baldwin County, Alabama, the State of Alabama, the United States of America and all rules and regulations of all applicable agencies thereof.

h. Notwithstanding anything written herein to the contrary, the HOSPITAL understands and agrees that all commitments made herein by the COMMISSION are subject to the availability of funds and the discretion of the COMMISSION under Alabama law.

i. The HOSPITAL agrees, as a condition of receiving the funding assistance referenced in this Agreement, to supply to the COMMISSION, within 30 days from a

written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding assistance. Any delay, omission or forbearance by the COMMISSION in requiring the foregoing shall not be construed as a waiver of any failure by the HOSPITAL to provide the foregoing or an acquiescence thereto.

8. This Agreement, provided in the form as one (1) original instrument for the records of the HOSPITAL and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the HOSPITAL. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement. This Agreement can be amended, during its term, only by written amendment executed by the COMMISSION and the HOSPITAL.

(Signature Pages Follow)

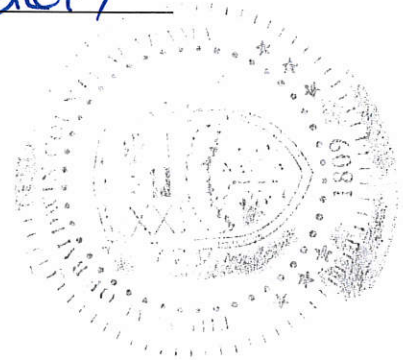
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this date,
as follows:

BALDWIN COUNTY COMMISSION

T. Christopher Elliott
By: T. CHRISTOPHER ELLIOTT
As Its: Chairman
Date: 6/22/2017

ATTEST:

Ronald J. Cink
RONALD J. CINK
County Administrator/Budget Director



STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that T. CHRISTOPHER ELLIOTT, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

GIVEN, under my hand and Seal this the 22nd day of June, 2017.

Anthony
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____
My Commission Expires
October 12, 2019



**FOLEY HOSPITAL CORPORATION on behalf of and
doing business as SOUTH BALDWIN REGIONAL
MEDICAL CENTER**

Brad Hardcastle

As its:

CFO

Date:

6/22/17

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that Brad Hardcastle, as CFO of FOLEY HOSPITAL CORPORATION on behalf of and doing business as SOUTH BALDWIN REGIONAL MEDICAL CENTER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity, on this the day the same bears date.

GIVEN, under my hand and Seal this the 22nd day of June, 2017.

Aubrey

NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

My Commission expires: _____ My Commission Expires

October 12, 2019

