

STATE OF ALABAMA)

JEFFERSON COUNTY) May 8, 2014

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of April 24, 2014, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on May 6, 2014, and approved the following items to be placed on the May 8, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 3.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 12 and Item 32 from Commissioner Stephens' agenda.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 3.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 7.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 31 (Item 32 moved to Commissioner Brown) and two budget transactions.

PROCLAMATION

WHEREAS, it is the policy of the Jefferson County Commission to recognize and honor those who impacting the community for the better; and

WHEREAS, the month of May has been declared as National Foster Care Month and is a time to recognize the role each of us plays in enhancing the lives of children and youth in the Jefferson County foster care; and

WHEREAS, the national theme "Building Blocks Toward Permanent Families" highlights that every child deserves to grow, learn and dream in a supportive and loving environment; and

WHEREAS, during National Foster Care Month, we recognize the almost 1,000 children in foster care in Jefferson County and the foster parents and dedicated professionals who support and provide for their care and well-being; and

WHEREAS, there are approximately 196 approved DHR foster homes in Jefferson County, and a potential for many more in which we hope that every foster child can achieve and maintain a sense of stability and a safe place to call home; and

WHEREAS, to enhance well-being for children, youth, and families, take a holistic approach and that each of us has a part to play in ensuring Alabama's foster children achieve their full potential and achieve permanency; and

WHEREAS, together we can ensure that every child grows up in a safe, stable, and nurturing home free from abuse and neglect. We encourage each individual in the community to "make a difference to one" in Jefferson County, Alabama.

NOW THEREFORE, UPON THE RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution be presented to the Jefferson County Department of Human Resources, Child Welfare Division and Jefferson County Foster Parents are hereby commended for their dedication and service to the children and families of Jefferson County.

Signed by the Jefferson County Commission on this the 8th day of May 2014.

W. D. Carrington, President

Sandra Little Brown, President Pro Tempore

George Bowman, Commissioner
T. Joe Knight, Commissioner
James "Jimmie" Stephens, Commissioner

May-8-2014-291

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of LORREN OLIVER as Director of the Personnel Board of Jefferson County.

Official Payments Corporation to provide modify programming of the Interactive Voice Response system to allow for confirmation numbers with greater than six (6) digits in the amount of \$1,400.

Giattina Aycock Architecture Studio to provide renovation design layout and budget for the 2121 Building - 10th Floor Renovation in the amount of \$15,000.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-292

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Swett & Associates/Elevator Consultants to add additional elevator maintenance and certification for six (6) elevators at Environmental Services Department locations in the amount of \$1,530.
CON-00004031

AMENDMENT TO CONTRACT NO. 1

This Amendment to the Contract entered into this 23rd day January 2014, by and between Jefferson County, Alabama, through the Human Resources (hereinafter referred to as the "County Commission"), and Swett & Associates/Elevator Consultants located at P.O. Box 7429, Houston, Texas 77248,, (hereinafter referred to as "the Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The Contract amendment results from Jefferson County's Contract 1D: CON-0000403 1. The original between the parties referenced above, which was approved by the Jefferson County Commission on the 17th day of July, 2012, and recorded in Minute Book 163, Page(s) 353-354, is hereby amended as follows:

To add elevators to service agreement as outlined in Attachment B (on file in the Minute Clerk's Office).

The Contract may be renewed annually at the County's option for one additional year term, if mutually agreed upon by both parties.

All other terms and conditions of the original contract remain the same.

Jefferson County, Alabama

W. D. Carrington, President - Jefferson County Commission

Swett & Associates/Elevator Consultants:

Shelia Swett, Owner

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

5/08/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	NICET RECERTIFICATION AND STAMPS FOR SEWER BILLING	GEN SVCS: ADMIN	183.33	1900076984
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER MEDICAL EXAMINER COMMISSION MEETING LUNCH	CORONER/MED EXAM	215.14	1900076990
DISTRICT 1	1000193	JEFFERSON CO TREASURER	KEY DEPOSIT REFUND - EDWIN YERGAN	GEN SVCS: ADMIN	5.00	1900076806
*DISTRICT 1					403.47	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	UAB GERIATRIC EDUCATION CENTER-JANICE WILLIAMS	OSCS	40.00	1900076492
DISTRICT 2	1000193	JEFFERSON CO TREASURER	KEYS MADE, PORTLAND CEMENT, MISC. TOOLS - BESSEMER	R&T: HWAY MAINT-BESS	117.32	1900077088
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL:GFOAA - CYNTHIA DANIELS (REFUND)	COMMUNITY DEV	9.31	1900076910
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DRILL BITS, BOLTS, CLASPS, PADLOCKS - CAMP KETONA	R&T: HWAY MAINT-KETONA	57.91	1900077109
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL REFUND KEITH STROTHER	ECON DEV WKFORCE INVEST	39.41	1900077107
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HAZEMAT FINGER PRINT FEES - JEREMY L. MCALPINE	R&T: HWAY MAINT-KETONA	86.50	1900077092
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HOSES FOR HERBICIDE - CAMP KETONA	R&T: HWAY MAINT-KETONA	105.66	1900076844
DISTRICT 2	1000193	JEFFERSON CO TREASURER	NUTS, BOLTS, CHARGERS, HOSE BARB FOR HERBICIDE	R&T: HWAY MAINT-KETONA	127.72	1900077058
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE IRWA SR-WA CERT. #6427 FOR D SHELTON	R&T: RIGHT OF WAY	175.00	1900077303
DISTRICT 2	1003767	FREDERICK HAMILTON	TRAVEL:SETA 2014 - F HAMILTON (REFUND)	ECON DEV WKFORCE INVEST	52.76	1900076911
*DISTRICT 2					811.59	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PMP MEMBER RENEWAL FEE REIMBURSEMENT	INFO TECH: SYS DEV & ADMIN	60.00	1900076340
DISTRICT 3	1000193	JEFFERSON CO TREASURER	URISA-ALABAMA MEMBERSHIP RENEWAL - REIMBURSEMENT	INFO TECH: SYS DEV & ADMIN	50.00	1900076342
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PMI MEMBERSHIP INDIVIDUAL AND BIRMINGHAM CHPT REIM	INFO TECH: SYS DEV & ADMIN	154.00	1900076341
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GIS CERTIFICATION INSTITUTE MEMBERSHIP - REIMBURSE	INFO TECH: SYS DEV & ADMIN	115.00	1900076343
DISTRICT 3	1000193	JEFFERSON CO TREASURER	JANE MARDIS AAAO REGIONAL	BD OF EQUAL - BHAM STATE	67.64	1900077100
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FRAVERT AAAO REGIONAL MEETING	BD OF EQUAL - BHAM STATE	56.70	1900077096
DISTRICT 3	1000193	JEFFERSON CO TREASURER	OFFICE DEPOT - PRESENTATION LASER SCREEN ADVANCE	BD OF EQUAL - BHAM STATE	47.79	1900076872
DISTRICT 3	1002879	DIGITAL ASSURANCE	DISSEMINATION SERVICE AND STORAGE FEE	FINANCE ADMIN	1,500.00	1900077018
DISTRICT 3	1024778	BANK NY MELLON TRUST	ADMIN FEE 2003A GO 4-1-13 TO 3-31-14	FINANCE ADMIN	2,200.00	1900077275
*DISTRICT 3					4,251.13	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	140.27	1900077095
DISTRICT 4	1000193	JEFFERSON CO TREASURER	CAD - CJ DONALD BUS FOR FIELD TRIP	EMA	382.50	1900077000
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: CUSTODY	148.31	1900077094
DISTRICT 4	1000548	CITY OF VESTAVIA HILLS	13SMA - VESTAVIA HILLS MEDIUM RESCUE	EMA	5,517.00	1900077001
DISTRICT 4	1032079	MICHAEL CHAMBERS	PERMIT 140040M - PURCHASED IN ERROR	INSPECTION SERVICES	330.00	1900077081
*DISTRICT 4					6,518.08	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CABLE COPIES FILTERS HVAC SUPPLIES LAMPS BATTERY	ES: VALLEY CREEK WWTP	904.60	1900076710
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPING FOR COMPRESSOR	ES: LEEDS WWTP	8.34	1900076711
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SYNTHTIC OIL FOR AIR COMPRESSOR	ES: LEEDS WWTP	17.98	1900076735
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GOLF CART TIRES;CLEANER;ICEMAKER CLEANER;	ES: FIVE MILE CREEK WWTP	216.72	1900076978
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BEARING SEAL;DIVIDER;EPOXY;	ES: FIVE MILE MAINT SHOP	207.48	1900076876
DISTRICT 5	1000193	JEFFERSON CO TREASURER	6" DUCTILE IRON SLEEVES W/ ACCESSORIES	ES: CONSTRUCT SEWER LINE	480.00	1900076981
DISTRICT 5	1000193	JEFFERSON CO TREASURER	STOP/SLOW PADDLES, STAFFS	ES: CONSTRUCT SEWER LINE	79.46	1900076982
DISTRICT 5	1000193	JEFFERSON CO TREASURER	V-BELTS,OIL FILTERS,7/8 NUTS AND BOLTS,RECTIFIER	ES: PKAGE WWTP & PUMP STA	257.53	1900077105
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CARGO MAT FOR COUNTY SUV	ES: CAHABA RIVER WWTP	15.96	1900077098
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COUPLING FOR SEAL WATER PUMP	ES: CAHABA RIVER WWTP	33.24	1900077099
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RUBBER BOOTS FOR SEWER INSPECTOR	ES: SANITATION ADMINI	129.00	1900077093
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RUBBER REPAIR KIT, RESPIRATORS, INK CARTRIDGES	ES: VILLAGE CREEK WWTP	607.62	1900076922
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ROLLER BEARINGS FOR RAG TRAIN;	ES: FIVE MILE CREEK WWTP	480.44	1900076999
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY	ES: CONSTRUCT SEWER LINE	50.00	1900077108
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SET SCREWS FOR SEAL WATER PUMPS	ES: CAHABA RIVER WWTP	1.08	1900077014
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WIPER BLADES FOR DODGE P/U	ES: CAHABA RIVER WWTP	26.94	1900077097
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLAMPS, HOSE, TIRE MOUNT, COMPRESSOR PARTS	ES: TRUSSVILLE WWTP	210.90	1900076823
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ACCULINKS FROM JOHNSTONE SUPPLY;	ES: VILLAGE ELEC SHOP	433.69	1900076824
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BLADES;OAK LUMBER;TRAILER PARTS;BITS;	ES: VILLAGE ELEC SHOP	453.23	1900076825
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS WWTP	ES: LEEDS WWTP	20.25	1900077059
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AIR FILTER FOR NEW SHOP AIR COMPRESSOR	ES: CAHABA RIVER WWTP	91.31	1900077015
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	16.20	1900076809
DISTRICT 5	1000193	JEFFERSON CO TREASURER	V-BELT, FITTINGS,BOLTS,HOSE,SHIPPING	ES: VILLAGE MAINT SHOP	551.45	1900076996
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WATERPROOF PH PEN, 0.1PH FOR CHEMISTRY TESTING	ES: BARTON LAB	247.99	1900076849
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - A. SINGER MILEAGE	PER BD: TESTING	21.06	1900076843
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS FOR AL SEIER JUNCTION BOX	ES: CAHABA RIVER WWTP	5.12	1900077013
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOARD FOR MISSION UNIT	ES: CAHABA RIVER WWTP	250.00	1900077103
DISTRICT 5	1032032	DAVID S. PHILLIPS	REIMBURSE TO HOMEOWNER-4TH AVE. S. SEWER PROJ.	ES: SANITATION ADMIN	250.00	1900076986
DISTRICT 5	1032068	GERALDINE SHOUTHALL	RETIREE WAS DEDUCTED DENTAL PREMIUM IN ERROR.	HUMAN RESOURCES ADMIN	18.92	1900077073
*DISTRICT 5					6,086.51	
**					18,070.78	

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Unusual Demands be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-293

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the direct payments by wire transfer for the month of March, 2014.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-294

WHEREAS, Jefferson County has numerous copy machines, and

WHEREAS, County owned machines age and come to be in need of replacement on a regular basis; and
WHEREAS, executing a new document each time this was required would create a burdensome and inefficient procurement process;
and

WHEREAS, Southlake Capital, LLC was awarded the bid for copy machine leases.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission adopts the terms set forth in the accompanying "Municipal Lease Agreement" as acceptable for the lease of each machine procured through Southlake Capital, LLC.

BE IT FURTHER RESOLVED that the Jefferson County Commission adopts the price schedule attached (on file in the Minute Clerk's Office)

BE IT FURTHER RESOLVED that an Incumbency Certificate be executed, allowing the Purchasing Agent, CFO, and/or CEO to sign copy machine lease documents on behalf of the County Commission and its departments for each lease transaction for so long as Southlake Capital is awarded the bid for Copy Machine leasing.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-295

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

For Week of 04/15/14 - 04/21/14

1. JEFFERSON COUNTY AND PACA MEMBERS FROM ARAMARK UNIFORM SERVICES A DIVISION OF ARAMARK UNIFORMS & CAREER APPAREL LLC, BURBANK, CA, TO RENEW CONTRACT FOR WORK UNIFORMS RENTAL & MISCELLANEOUS ITEMS FOR THE PERIOD OF 5/01/14 - 4/30/15. LAST RENEWAL - SCHEDULED FOR REBID IN FYI 5. REFERENCE BID # 14-12
2. YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM DIXIE STORE FIXTURES & SALES COMPANY INCORPORATED, BIRMINGHAM, AL, TO RENEW CONTRACT FOR SMALLWARE - KITCHEN RELATED ITEMS FOR THE PERIOD OF 4/01/14 - 3/31/15. LAST RENEWAL - SCHEDULED FOR REBID IN FY15. REFERENCE BID # 88-12
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM BRANNON HONDA, BIRMINGHAM, AL, TO AWARD BID FOR TWO (2) HONDA ACCORD LX, 4 DOOR SEDANS ON AN AS NEEDED BASIS FOR THE PERIOD OF 5/08/14 - 9/30/14.
SAP PURCHASE ORDER # 2000079145 \$40,671.46 TOTAL REFERENCE BID # 75-14R
4. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM THOMPSON TRACTOR, BIRMINGHAM, AL, PURCHASE ORDER FOR REPAIR AND PARTS FOR THE PERIOD OF 9/01/13 - 8/31/14.
SAP PURCHASE ORDER # 2000077906 \$8,513.44 TOTAL REFERENCE BID # 135-13
5. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM THOMPSON TRACTOR, BIRMINGHAM, AL, PURCHASE ORDER FOR REPAIR AND PARTS FOR THE PERIOD OF 9/01/13 - 8/31/14.
SAP PURCHASE ORDER # 2000077908 \$34,987.32 TOTAL
6. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM THOMPSON TRACTOR, BIRMINGHAM, AL, PURCHASE ORDER FOR REPAIR AND PARTS FOR THE PERIOD OF 9/01/13 - 8/31/14.
SAP PURCHASE ORDER # 2000077910 \$15,652.53 TOTAL
7. ECONOMIC DEVELOPMENT - WORKFORCE INVESTMENT FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINT MANAGEMENT TO COVER THE REMAINING FISCAL YEAR 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075436 CHANGE ORDER \$ 5,000.00
REFERENCE BID # 17-13 PURCHASE ORDER \$14,000.00 TOTAL
8. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM KAZMIER & ASSOCIATES INCORPORATED, ALPHARETA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGE.
SAP PURCHASE ORDER # 2000076961 FREIGHT CHARGE \$ 30.02

PURCHASE ORDER \$10,700.02 TOTAL

9. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM IMMUCOR, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR BLOOD BANK REAGENTS AGREEMENT FOR THE PURCHASE OR HEMATOLOGY REAGENTS. SAP PURCHASE ORDER # 2000077467 CHANGE ORDER \$1,000.00
CLARITY CONTRACT # CON-00005777 PURCHASE ORDER \$9,344.46 TOTAL

For Week of 04/22/14 - 04/28/14

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM BRANNON HONDA, BIRMINGHAM, AL, TO AWARD BID FOR PURCHASE OF ONE (1) HONDA CIVIC, LX-S SEDAN ON AN AS NEEDED BASIS FOR THE PERIOD OF 5/08/14 - 9/30/14. REFERENCE BID # 81-14
2. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) AND JEFFERSON COUNTY FROM NAFECO, DECATUR, AL, EMERGENCY EQUIPMENT PROFESSIONALS, PELHAM, AL, AND SUNBELT FIRE INCORPORATED, FAIRHOPE, AL, TO AWARD CONTRACT FOR FIRE HOSES, NOZZLES AND APPLIANCES ON AN AS NEEDED BASIS FOR THE PERIOD OF 5/08/14 - 5/07/15. REFERENCE BID # 88-14
3. SHERIFF'S DEPARTMENT FROM DRAGANFLY INNOVATIONS INCORPORATED, SASKATOON, SK, CANADA, TO AWARD BID FOR MULTI-ROTOR HELICOPTER AND ACCESSORIES FOR THE PERIOD OF 5/09/14 - 5/08/15.
SHOPPING CART # 1000211674 \$33,616.90 TOTAL REFERENCE BID # 77-14
4. INFORMATION TECHNOLOGY FROM TEKLINKS, HOMEWOOD, AL, TO PURCHASE CABLING FOR COOPER GREEN MERCY HEALTH SERVICES. SAP PURCHASE ORDER # 2000079330 \$11,505.00 TOTAL

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-296

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

For Week of 4/15/14 - 4/21/14

1. EXCEPTION FOR JEFFERSON COUNTY COMMISSION SENIOR CITIZENS SERVICES FROM UNITED TROPHY, BIRMINGHAM, AL, TO PAY INVOICE NO. 50149 DATED APRIL 17, 2014 FOR ITEMS ORDERED FOR OUTREACH FOR THE SHIP VOLUNTEER PROGRAM. SAP PURCHASE ORDER # 2000079177 \$1,435.60 TOTAL

For Week of 4/22/2014 - 4/28/2014

1. EXCEPTION FOR ENVIRONMENTAL SERVICES: SHADES LINE MAINTENANCE FROM SANSOM EQUIPMENT COMPANY, BIRMINGHAM, AL, TO PAY INVOICE NO. 9511 DATED MARCH 19, 2014 - COST INCLUDES LABOR, HAT SEAL AND SHOP SUPPLIES TO REPAIR LEAK. SAP PURCHASE ORDER # 2000079237 \$109.75 TOTAL
2. EXCEPTION FOR ENVIRONMENTAL SERVICES: SHADES LINE MAINTENANCE FROM SANSOM EQUIPMENT COMPANY, BIRMINGHAM, AL, TO PAY INVOICE NO. 9092 DATED JANUARY 15, 2014 - COST INCLUDES LABOR AND MATERIAL SUPPLIES FOR NEEDED REPAIR ON TRUCK. SAP PURCHASE ORDER # 2000079239 \$3,149.23 TOTAL

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-297

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week 4/15/14 - 4/21/14 and 4/22/2014 - 4/28/2014, be and hereby is approved.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

STAFF DEVELOPMENT

Multiple Staff Development

Revenue

Tanjawania Hurst	\$110.00
Wesley Moore	\$110.00
Bruce Thompson	\$110.00
Michael Humber	\$110.00
Lis McGough	\$ 80.00
Certified Revenue Examiner Program Hoover, AL – May 16, 2014	

Roads & Transportation

Greg Thompson, John Riley, Chris Butts, Steve Akers, James Little, Herbert Chapman and Mike Mitchell 2014 QCI Stormwater Training Certification Course Birmingham, AL – May 7, 2014	\$700.00
--	----------

Individual Staff Development

Board of Equalization

Lisa Meuse	(State funds)	\$300.00
PMI Certification Class Birmingham, AL – May 22, 2014		

County Attorney

French McMillan	\$346.60
Oral Argument 11 th Circuit Court of Appeals Atlanta, GA – April 8 - 9, 2014	

Revenue

Scott Smith	\$225.00
Certified Revenue Examiner Program Hoover AL – May 7 - 9, 2014	

Marlin Allen	\$110.00
Certified Revenue Examiner Program Hoover, AL – June 6, 2014	

Tanjawania Hurst	\$110.00
Certified Revenue Examiner Program Hoover, AL – July 11, 2014	

Wesley Moore	\$1,120.10
Tax Audit Atlanta & Athens, GA – July 13 - 18, 2014	

Bruce Thompson	\$1,311.50
Tax Audit Atlanta, GA – June 22 - 27, 2014	

Edgar Woodis	\$2,158.13
Tax Audit Dallas, TX – May 31 - June 7, 2014	

Tax Collector - Bessemer

Grover Dunn	\$1,786.50
AATA Summer Conference Orange Beach, AL – June 15 - 19, 2014	

For Information Only

Personnel Board

Robert Jones	\$1,610.86
WorldatWork Quantitative Methods Seminar Atlanta, GA – June 8 - 10, 2014	

Sheriff's Office

Jacob Reach	\$199.00
Prison Rape & Sexual Assault through Training Force USA Montgomery, AL – April 30, 2014	

Gwendolyn Bryant	\$295.00
Five Stages of Interview & Interrogation Technique	

Birmingham, AL – May 7 - 9, 2014

Kenneth Holmes
Property Room Management Seminar
Nashville, TN – April 29 - May 1, 2014

\$979.30

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Staff Development be approved. Voting “Aye” Stephens, Knight, Bowman, Brown and Carrington.

BUDGET TRANSACTIONS

1. Probate Court \$388,120
Increase revenue and expenditures and add a purchasing memorandum to record the Help America Vote Act (HAVA) reimbursement to cover cost of three (3) Ballot on Demand systems and three (3) DS 850 high speed digital printers.
2. Office of Senior Citizens Services \$11,203.36
Increase revenue and expenditures to record payments for ineligible meals and donations and to reimburse the Alabama Department of Senior Services for ineligible meals and to purchase supplies.
3. Office of Senior Citizen Services \$0
Delete two (2) Administrative Clerks (Gr. 13) and add two (2) Administrative Assistants (Gr. 16).
4. Office of Senior Citizen Services - HIV Waiver \$59,020.66
Increase revenue and expenditures to record the HIV Waiver reimbursement and add one (1) Social Worker (Gr. 20).
5. Cooper Green Mercy Health Services \$1,532,875.52
Shift funds from vacant position salaries to fund inpatient contracts.
6. Roads & Transportation \$79,200
Shift funds to temporarily hire six (6) laborers from ATC Healthcare Services.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Budget Transactions be approved. Voting “Aye” Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-298

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama and TekLinks, Inc. to provide maintenance support for Cisco IronPort that supports email anti-virus and malware protection and email encryption for the period August 1, 2014 - July 31, 2105 in the amount of \$27,114.60.
CONTRACT NO.: 00005363

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of August 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and TekLinks, Inc., hereinafter referred to as the "Contractor" to provide IronPort Support Maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

This contract amendment results from Jefferson County's Contract No. 00005363. The original contract between the parties referenced

above, was approved by the Commission on August 1, 2013, MB 165, Page(s) 224-226.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: August 1, 2014-July 31, 2015

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

All other terms and conditions of the original contract and Amendment I remains the same.

JEFFERSON COUNTY COMMISSION

TekLinks, Inc.

W. D. Carrington, President

_____, Authorized Representative

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-299

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Strategic Allied Technologies, Inc. to provide maintenance and support for Brocade Fiber Channel Switches for the period April 1, 2014 - March 31, 2015 in the amount of \$8,172.

CONTRACT NO.: 00003538

Contract Amendment No. II

This Amendment to Contract entered into the 24th day April of 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Strategic Allied Technologies, Inc., hereinafter referred to as the "Contractor" to provide Maintenance Support for Brocade Fiber Channel Switches.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

This contract amendment results from Jefferson County's Contract No. 00003484. The original contract between the parties referenced above, was approved by the Commission on April 25, 2013, MB 163, Page(s) 8-10

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: April 1, 2014-March 31, 2015

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

All other terms and conditions of the original contract and Amendment I remains the same.

JEFFERSON COUNTY COMMISSION

Strategic Allied Technologies, Inc.

W. D. Carrington, President

_____, Authorized Representative

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

8

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and TekLinks, Inc. to provide software support for the Data Center visualization environment-VMware that supports 204 virtual servers for the period March 1, 2014 - February 28, 2015 in the amount of \$42,895.76.

CONTRACT NO: CON-00006051

THIS AGREEMENT entered into this 1st day of March, 2014, by and between Jefferson County Alabama, hereinafter called "the County", and Teklinks, Inc., called "the Contractor", located at 201 Summit Parkway, Homewood, AL 35209. The effective date of this agreement shall be March 1, 2014.

WHEREAS, the County desires to contract for VMware Maintenance Support for the Jefferson County Commission, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said services to the County;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Agreement results from Jefferson County's ITB 58 -14 "VMware Maintenance Support". ITB 58 -14 and contractor's response to ITB 58 -14 describes the scope of services called for and is adopted herein by reference. Those two components and this agreement constitute the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission any time after the effective date of this Contract. The Contract term expires on February 28, 2015, with the option to renew for a period of up to two (2) additional one (1) year terms.
4. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the successful offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
5. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. COMPENSATION: The contractor shall be compensated a sum in the amount of \$42,895.76.
8. PAYMENT TERMS: Net 30
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.
10. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in

performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

13. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

14. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

16. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

17. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

18. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

19. **STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

20. **VIOLATION:** Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

TEKLINK, INC.

_____, Authorized Representative

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-301

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Microsoft Corporation to provide annual maintenance for Microsoft applications for the period July 1, 2014 - July 10, 2015 in the amount of \$64,380.

Microsoft Premier Support Services Description Schedule:

Fee and Named Contacts:

Premier Support Services Description Number	001367644
(Microsoft Affiliate to complete)	Renew 001406572
Schedule Number	

Customer Name: Jefferson County Alabama

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

Term:

This Schedule will commence on 7/1/2014 (the "Commencement Date") and will expire on 7/10/2015 (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary	Price (US\$)
Country: United States	\$64,380
Total	\$64,380

b. Software Assurance Benefits

You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Premier Problem Resolution Support (PPRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by your Services Resource. You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Services Description

When purchasing Problem Resolution Support, we will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management

c. Services by Support Location

Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this SD, Customer agrees that any travel and other expenses incurred by Microsoft may be decremented from the Support Assistance hours.

Country: United States
(Premier Standard 0)

- Support Account Management (estimated at 120)
- Up to 40 hours for Support Assistance*
- Up to 120 hours for Problem Resolution Support
- Five (5) Onsite Services Resource Site Visit

* All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. Customer Signature

Customer

Microsoft Affiliate

W. D. Carrington

James Auslander

Jefferson County Commission President

Services Sales Manager

3. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Whitney McDonald

Phone: 512-947-9446 Direct

Email: v-whmcd@microsoft.com

4. CUSTOMER NAMED CONTACTS

a. Premier Customer Named Contacts: Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

Contacts will be carried forward from the previous Term.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-302

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and _____ authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

TYLER TECHNOLOGIES

ELIZABETH ROBINSON - GEI CONSULTANTS, INC.

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS

NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

W. D. Carrington, President

Ted Thein, Sr. Vice President & General Manager, Versatrans - Tyler Technologies, Inc.

Jefferson County Commission

Elizabeth Robinson - GEI Consultants, Inc.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-303

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Stella Seagle, RHIT, CTR to provide cancer registry services for the period September 30, 2013 - September 30, 2014 in the amount of \$10,000.

Contract ID: CON-00003468

Stella Seagle, RHIT, CTR

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Stella Seagle, RHIT, CTR hereinafter referred to as "the Contractor for Cancer Registry Services," is hereby effective on February 1, 2013 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

NOW THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties which was approved by the Jefferson County Commission on February 1, 2013, and recorded in Minute Book 165; Page(s) 480, is hereby amended as follows:

- Extend the completed date of this contract from September 30, 2013 to September 30, 2014.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Commission President

CONTRACTOR

Stella Seagle, RHIT, CTR

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-304

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 2 to the Agreement between Jefferson County, Alabama and GKL Companies, Inc. for various roof replacements and repairs which will decrease agreement by \$18,240.04 from \$356,900 to \$338,659.96.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-305

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Memorandum of Understanding between Jefferson County, Alabama, and the City Clerk for the City of Birmingham, Alabama, to loan election equipment to the City of Birmingham for the election to be held Tuesday, June 3, 2014, and the runoff July 15, 2014.

MEMORANDUM OF UNDERSTANDING BETWEEN
JEFFERSON COUNTY, ALABAMA AND THE
CITY CLERK, CITY OF BIRMINGHAM ALABAMA
LEE FRAZIER

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between Jefferson County, a political subdivision of the State of Alabama (herein after the "County"), and the City Clerk for the City of Birmingham, Lee Frazier (herein after "Frazier"), in his official capacity as City Clerk, City of Birmingham, this 9th day of April, 2014.

It is hereby agreed and understood as follows:

1. Frazier shall, in his official capacity as City Clerk for the City of Birmingham, take possession on Monday, May 26, 2014, of the

following election equipment which is the property of Jefferson County Elections Division of General Services:

- 17 Metal Voting Booths
- 2. Said equipment will be provided to Frazier free of charge for the election to be held Tuesday, June 3, 2014.
- 3. Frazier shall have the equipment returned to the County Friday, June 6, 2014, if no run off. Return date If runoff f election will be Friday, July 18, 2014.
- 4. Equipment shall be returned in the same condition as loaned.
- 5. Any damaged equipment shall be replaced immediately at the expense of the City of Birmingham.

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

CITY OF BIRMINGHAM, ALABAMA

Lee Frazier, City Clerk

City of Birmingham

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-306

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Mt. Olive Pit Stop, Inc., applicant; Leslie Pesnell, President/Store Manager; d/b/a Mt. Olive Pit Stop located at 2300 Mt. Olive Road, Mt. Olive, AL 35117 for an off-premise (050) retail beer and an (070) retail wine license, be and hereby is approved.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-307

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Cooperative Agreement with the Alabama Emergency Management Agency for a 25% funding increase, in the amount of \$10,382, for FY2013 Emergency Management Performance Grant in support of the local emergency management director obtaining and/or verifying his certification for FY2013.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-308

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney Shannon Cornman O'Guin to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

AGREEMENT

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District

Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make monthly payments of the County-provided compensation/benefits directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the Deputy District Attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

	JEFFERSON COUNTY, ALABAMA
Date	W. D. Carrington, President Jefferson County Commission
Date	Brandon K. Falls, District Attorney Birmingham Division
Date	Shannon Cornman O'Guin, Deputy District Attorney Birmingham Division

AMENDMENT AGREEMENT

WITNESSETH

IN CONSIDERATION OF THE PREMISES, the Agreement between Jefferson County (the County), the District Attorney, and the Deputy District Attorneys of October, 1999, approved by County Commission Resolution No. Sept. 29-99 No. 1274, Minute Book 125, page 531, is hereby amended as follows:

Paragraph (3), page 2, is amended to read:

- (3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the Countyprovided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as reflected below.

	JEFFERSON COUNTY, ALABAMA
	W. D. Carrington, President Jefferson County Commission Brandon K. Falls, District Attorney Shannon Cornman O'Guin, Deputy District Attorney

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-309

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Sales Order Agreement between Jefferson County, Alabama and Election Systems & Software for the purchase of high-speed digital image ballot scanner, report printer, audit printer, battery backup, two USB cables, three 8GBthumb drives, start-up kit, dust cover, training and installation in the amount of \$315,000 - reimbursable from the Secretary of State for Probate Court.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-310

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Election Systems & Software for the purchase of a ballot on demand printer, ballot printing equipment, software license and maintenance in the amount of \$105,520 - reimbursable from the Secretary of State for Probate Court.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-311

WHEREAS, Jefferson County Family Court is mandated to facilitate the care, protection and discipline of children who come under the jurisdiction of the juvenile court while acknowledging the responsibility of the juvenile court to preserve the public peace and security; and

WHEREAS, Family Court provides numerous other monitoring, counseling, enforcement, and mental health services for the children of Jefferson County; and

WHEREAS, Family Court has received services from several organizations pending execution of new contracts; and

WHEREAS, these vendors are entitled to compensation for services provided to Jefferson County.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is directed to facilitate payments to the below entities based on invoices provided.

<u>VENDOR</u>	<u>AMOUNT</u>	<u>PERIOD</u>
Jefferson-Blount-St. Clair Mental Health Authority (JBS) (Family Court Liaison and COPE - Mental health services for Family Court)	\$38,616.64	Oct. 1, 2013 - March 31, 2014*
*Includes amended invoices for October through January.		
Jefferson-Blount-St. Clair Mental Health Authority (JBS) (Jefferson County Youth Advocacy Program)	\$10,390.59	Jan 1, 2014 - Feb. 28, 2014

NOTE: The Authority is a regional, public, nonprofit corporation established under Act 310 of the 1967 Alabama Legislature, The region served by the Authority is designated in the State Mental Health Plan as Region M-5, and comprises Jefferson, Blount and St. Clair counties, with a total of more than 750,000 residents. There are three mental health centers which serve the region. It is the responsibility of the Authority to plan, coordinate and develop the system of mental health services for the entire region. The Authority provides consultation regarding program development and funding; coordination of regional programs; delivery of region-wide services; and a consolidated budgeting process to simplify the funding of programs at the local and state level.

As an Act 310 Board, designated as a regional authority by the State Department of Mental Health, the Authority is authorized to receive state, local and other monies, Three counties and twelve municipal governments, including the Jefferson County Commission appoint the Board of Directors and allocate public funds to the Authority.

TOTAL: \$49,007.23

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-312

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification for Change Order #1 to the agreement between Jefferson County, Alabama and Gillespie Construction for the West Highland Water Line Project (CDBG10-03J-U02-WHL) The purpose of Change Order #1 is to increase the scope of work to include but not limited to street bores, casting pipe and pump relocation. The total cost associated with Change Order #1 shall be \$9,800.00. All other conditions and terms shall remain the same. This project is from the 2010 program year.

AMENDMENT #1 TO CONTRACT

This is Amendment No. 1 to the Contract by and between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County" and Gillespie Construction, LLC, hereinafter called "the Contractor" for grant allocation PY10/FY14. The effective date of this agreement shall be August 29, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

NOW THEREFORE in consideration of the above, the parties hereto agree as follows:

The purpose of this Modification is to increase the scope to include additional 28 LF of casing pipe and street bore for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The cost for the additional work shall be \$9,800.00. All other conditions and terms shall remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

_____, President

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-313

WHEREAS, Jefferson County has received approval from the Alabama Department of Economic and Community Affairs (ADECA) for Workforce Investment Act Funds; and

WHEREAS, the grant assistance approved is \$3,598,573.00 for the period 7/1/2014 - 6/30/2016.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the WIA Grant Agreement No. 43-0.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-314

WHEREAS, The Department of Justice, Office on Violence Against Women established the Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) as part of the Violence Against Women Act of 2000; and

WHEREAS, Jefferson County Commission approved a resolution to submit an application on behalf of the YWCA for a grant from the Department of Justice for the Supervised Visitation Program; and

WHEREAS, Jefferson County Commission was awarded a grant from the Department of Justice; and

WHEREAS, Jefferson County, Alabama desires to enter into an agreement with the YWCA of Central Alabama to implement the Supervised Visitation Program for an amount not to exceed \$315,769.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized, directed and empowered to execute the agreement between Jefferson County, Alabama and YWCA of Central Alabama for the Safe Havens: Supervised

Visitation and Safe Exchange Grant program in an amount not to exceed Three Hundred Fifteen Thousand Seven Hundred Sixty Nine and no/100 Dollars (\$315,769.00). This Agreement will be paid for with federal funds.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-315

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute a Cooperation Agreement between Jefferson County, Alabama and the City of Brighton for the Brighton Mini Park Improvements Project (CDBG13-03-M02-BMP). There is \$181,000 in federal CDBG funds allocated to this project. This project is from the 2013 program year.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-316

Whereas, Congress has appropriated funds for the Emergency Solutions Grants Program for Fiscal Year 2013; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Emergency Solutions Grants Program (ESG); and

Whereas, the Jefferson County Office of Community and Economic Development has completed the Federally mandated Environmental Review for each program listed below as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President W.D. Carrington is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to §58.5) and the Documentation of Requirements 24 CFR 58.6 for the following ESG programs:

Cooperative Downtown Ministries (HESG13-SO-CDM)

One Roof (HESG13-HMIS-OR)

Pathways (HESG13-ES-PW)

The Salvation Army a Georgia Corporation (HESG13-HP-SA)

YWCA- Family Violence Center (HESG13-ES-YFV)

YWCA-Interfaith Hospitality House (HESG13-ES-YINT)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-317

Whereas, Congress has appropriated funds for the Community Development Block Grant Program for fiscal year 2013; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program; and

Whereas, the Jefferson County Office of Community and Economic Development has completed the Federally mandated Environmental Review for The People Development Center (CDBG13-05-M1-PDC) as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President W.D. Carrington is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to §58.5) and the Documentation of Requirements 24 CFR 58.6 for The People Development Center (CDBG13-05-M1-PDC).

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-318

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: SRTS-SR13(904) Safe Routes to School FY 2013 - Sidewalks, Crosswalks and Non-Infrastructure SRTS Activities along Chalkville School Road between Park Brook Trail and Merry Drive (Chalkville Elementary School).

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

Please refer to: Project Notes (Sheet 2C)

Please refer to: General Traffic Control Plan Notes (Sheet 2D)

Please refer to: Traffic Control Plan and Sequence of Construction (Sheets 14 -17)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County

feather agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 8th day of May, 2014

ATTEST

County Clerk

W. D. Carrington

Commission President

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 600' of buried cable at 3122 Green Valley Road in Cahaba Heights.
2. Marshall County Gas District to install 12,600' of 2" gas main along Old Dixiana Road in Bradford.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Utility Permits be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-319

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: April 24, 2014
Purpose: Payment to James D. Herman, Sr. for acquired Right of Way 0.003 acres, more or less and the TCE contains 0.006 acres, more or less (site address) – 3424 Ivy Chase Circle, B'ham., AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 21 Agent: Alan K. Dodd
Price: \$1,765.00
Pay to the order of: James D. Herman, Sr.
Mailing Address: 3424 Ivy Chase Circle
Birmingham, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.

Check Delivery Code 84

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-320

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: April 24, 2014
Purpose: Payment to Billie B. Lindsey for acquired Right of Way 0.042 acres, more or less and the TCE contains 0.213 acres, more or less (site address) – 1685 Patton Chapel Rd, Birmingham, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 31 Agent: Alan K. Dodd
Price: \$7,925.00
Pay to the order of: Billie B. Lindsey
Mailing Address: 1685 Patton Chapel Road
Birmingham, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting “Aye” Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-321

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: April 24, 2014
Purpose: Payment to Meredith Little for acquired Temporary Construction Easement that contains 0.014 acres, more or less (site address) – 1650 Patton Chapel Road, Birmingham, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 71 Agent: Alan K. Dodd
Price: \$605.00
Pay to the order of: Meredith Little
Mailing Address: 1650 Patton Chapel Road
Birmingham, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting “Aye” Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-322

WHEREAS, the Department of Roads and Transportation has been authorized to temporarily hire six (6) laborers from ATC Health care Services as per contract executed by the Jefferson County Commission on January 30, 2014, for the remainder of the fiscal year which is May 1 through September 30, 2014 (22 weeks) in the amount of \$79,200; and

WHEREAS, the Department of Roads and Transportation requests that the funds be shifted from Vacant Positions in order to pay contracted services; and

WHEREAS, the Department of Roads and Transportation requests that the permanent positions remain frozen and unfunded until such

time that permanent employees may be hired.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the above requests from the Department of Roads and Transportation, be and hereby is approved.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-323

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close North Road between Center Road and Alabama Highway 75 in order to remove and replace a corroded corrugated metal storm water drainage pipe beginning construction on Friday, May 9, 2014 and is expected to be installed and the road reopened to traffic by Saturday, May 10, 2014.

In order to manage traffic during the construction operations, signs and barricades will be installed and maintained in accordance with the Federal Manual on Uniform Traffic Control Devices.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-324

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Bluebell Road between Skyline Drive and Oakley Drive in order to remove and replace a damaged and disjointed concrete storm water drainage pipe beginning construction on Monday, May 12, 2014 and is expected to be installed and the road reopened to traffic by Friday, May 16, 2014.

In order to manage traffic during the construction operations, signs and barricades will be installed and maintained in accordance with the Federal Manual on Uniform Traffic Control Devices.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-325

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify action taken by signature of three (3) Commissioners, James A. Stephens, Joe Knight and George Bowman for the pick up and disposal of debris resulting from the storm which occurred on April 28-29, 2014 in Jefferson County.

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Road Crews are authorized to pick up and dispose of debris resulting from the storm which occurred on April 28-29, 2014 in several areas of Jefferson County.

The subject pick up will be of debris placed on County rights-of-way for a period not to in excess of four (4) weeks beginning April 30th through May 21, 2014. The pick up will be from storm damage debris only and will not include garbage or other household waste.

Property owners should place debris on rights-of-way separated into the following categories:

BURNABLE

trees, limbs timber
and wood products

NON-BURNABLE

rubber products, plastics, glass,
metal, sheetrock, cloth, masonry,
appliances

HAZARDOUS TOXIC

petroleum products, paint, asbestos,
electrical projects

THIS DOES NOT INCLUDE HOUSEHOLD GARBAGE.

Call Ketona Maintenance District at 849-2321 and the Bessemer Maintenance District at 481-4228 to schedule this pick up or call the County Engineer's office

at 325-5795.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-8-2014-326

WHEREAS, Jefferson County, Alabama has contracted with the Alabama Department of Senior Services (ADSS) in an effort to provide services to older Americans in Jefferson County as outlined under the Older Americans Act; and

WHEREAS, Jefferson County has received a grant award of \$5,000 in State funds from ADSS to supplement funding for the 2014 Ms. Senior Alabama Program; and

WHEREAS, the term of the grant award is April 2, 2014 through September 30, 2014.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby accept this grant award of \$5,000 to supplement funding for the 2014 Ms. Senior Alabama Program and authorizes the President to execute any documents necessary for acceptance of these funds.

By: _____

Date: _____

W. D. Carrington, President
Jefferson County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the following item be added as New Business. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

May-8-2014-327

ALABAMA EMERGENCY MANAGEMENT AGENCY

DESIGNATION OF APPLICANT'S LOCAL AGENT

BE IT RESOLVED BY THE Commission of Jefferson County THAT:

Tracy A. Pate, P. E., Interim Director/County Engineer
A 200 Courthouse, 716 Richard Arrington Jr. Blvd North
Birmingham, AL 35203
(205) 325-5154

Is hereby authorized to execute for and in behalf of Jefferson County Commission, a public entity established under the laws of the State of Alabama, this application and to file it in the appropriate State Office for the purpose of obtaining certain Federal Financial Assistance under the Disaster Relief Act (Public Law 100-707) or otherwise available from President's Disaster Relief Fund. That the Jefferson County Commission, a public entity established under the laws of the State of Alabama, hereby authorized its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal Disaster Assistance the assurances and agreements as required.

Passed and approved this 8th day of May, 2014

Commissioner W. D. Carrington, President
Jefferson County Commission

FEDERAL EMPLOYER'S ID#: 63-6001579

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the above resolution be adopted Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2014-012 James W. Pitt, owner; requests a change of zoning on Parcel ID# 9-27-2-0-10.0 in Section 27 Twp 15 Range 1 West from INSTITUTIONAL-1 to A-1 (Agricultural) for expansion of an existing residential property. (Case Only: 5636 Dewey Heights Road, Pinson, 35126)(PINSON)(1.65 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2014-012 be approved. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Z-2014-008 Meta Beth Monasco, owner; Steven Gilbert, agent; requests a change of zoning on Parcel ID# 6-7-0-0-5.0, in Section 7 Twp 15 Range 4 West for compliance for a proposed two-lot subdivision resulting in one (1) commercial lot zoned C-1 (Commercial), and one (1) residential lot zoned A-1 (Agriculture). (Case Only: 8433 Bagley Road, Dora, 35062)(CORNER)(2.6 Acres M/L)

RESTRICTIVE COVENANTS: Permanently remove vegetation as directed by the Department of Roads and Transportation to maintain clear sight distance for access.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2014-008 be approved subject to filing of covenants. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Z-2014-009 Ken E. and Sherry McFarland, owners; Walter Lynn Northcutt, agent; requests a change of zoning on Parcel ID# 31-15-3-0-4.0, in Section 15 Twp 18 Range 5 West from INSTITUTIONAL-1 to A-1 (Agriculture) for construction of a new residence and 2,100 square-foot barn. (Case Only: 6200 Warrior River Road, Hueytown, 35023)(CONCORD)(3.05 Acres M/L)

RESTRICTIVE COVENANTS: 1) No mobile homes shall be permitted for any purpose other than temporary emergency relief; and, 2) no livestock shall be permitted on the premises.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2014-009 be approved subject to filing of covenants. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Z-2014-010 Jeremy R. Wright, owner; requests a change of zoning on parts of Parcel ID# 43-21-4-0-8.0, 43-22-3-0-10.0, & 11.0, in Sections 21 & 22 Twp 20 Range 5 West from A-1 (Agriculture) to E-2 (Estate) for an eight (8) lot single family residential subdivision, with four (4) of the eight (8) lots designated not for development. (Case Only: 6550 Eastern Valley Road, McCalla, 35111)(MCCALLA)(5.41 Acres M/L)

RESTRICTIVE COVENANTS: No driveway accessing Eastern Valley Road shall be permitted on Lot 4.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2014-010 be approved subject to filing of covenants. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Z-2014-011 Thomas Bookout, owner; requests a change of zoning on Parcel ID# 16-10-0-0-71.0 in Section 10 Twp 16 Range 5 West from A-1 (Agriculture) to I-2(A) (Industrial) for expansion of an automobile salvage business. (Case Only: 6083 Flat Top Road, Dora, 35062)(WEST JEFFERSON)(2.55 Acres M/L)

CONTINGENCY: Weems Road will be vacated.

RESTRICTIVE COVENANTS: 1) There shall be a 25 foot natural and planted buffer along Flat Top Road and adjoining A-1 property with an extension of the existing fence behind the buffer; and, 2) the owner shall maintain the current mosquito control program for this business for this property.

Motion was made by Commissioner Brown seconded by Commissioner Knight that Z-2014-011 be approved subject to filing of covenants. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

Z-2014-007 Ebert Investments LLC, owners; Herbert Beville, Jr., agent; requests a change of zoning on Parcel ID# 40-8-3-4-2, in Section 8 Twp 19 Range 2 West from R-T (Residential Townhouse) and E-1 (Estate) to R-T (Residential Townhouse) to consolidate zoning for a townhouse development. (Case Only: 2479 Old Rocky Ridge Road, Birmingham, 35216)(ROCKY RIDGE)(3.98 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2014-007 be denied. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Commission Carrington stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that an Executive Session be convened. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened Tuesday, May 13, 2014, at 9:30 a.m. with the following members present:

District 1 George F. Bowman

District 2 Sandra Little Brown

District 3 James A. (Jimmie) Stephens

District 4 Joe Knight

District 5 David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the following items be added as New Business. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

May-13-2014-329

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a 2013-2014 Preferred Provider Agreement between Jefferson County, Alabama, d/b/a Cooper Green Health Services and the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Callahan Eye Hospital Health Care Authority, the University of Alabama Health Services Foundation, P.C. and the University of Alabama Ophthalmology Services Foundation P.C. to provide in-patient healthcare services through September 30, 2014 in the amount of \$7,000,000. (Attachment on file in the Minute Clerk's Office)

2013-2014 PREFERRED PROVIDER AGREEMENT

COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Callahan Eye Hospital Health Care Authority, (Hospitals) and the University of Alabama Health Services Foundation, P.C. and the University of Alabama Ophthalmology Services Foundation P.C. and The Jefferson County Commission d/b/a Cooper Green Mercy Health Services (County).

I. RECITALS

1.1 County is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its Beneficiaries.

1.2 Hospitals are acute care hospitals, duly licensed by the State of Alabama and accredited by the Joint Commission on the Accreditation

of Healthcare Organizations.

1.3 Foundations are not-for-profit professional corporations incorporated under the laws of the State of Alabama. The Foundations employ physicians who work in the Hospitals and are members of the regular or part-time faculty of the School of Medicine or the School of Dentistry of the University of Alabama.

1.4 The Hospitals and Foundations desire to contract with County in order to provide services to County's Beneficiaries in a cost-effective manner.

II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

2.1 Covered Services means health care services provided to Beneficiaries by Hospitals and Foundations, including but not limited to UAB Hospital, UAB Highlands, UAB Spain Rehabilitation Hospital, UAB Center for Psychiatric Medicine, The Kirklin Clinic, The Kirklin Clinic at Acton Road and other clinics of Hospitals and Foundations. Hospitals and Foundations will not be required to provide Covered Services to any Beneficiary that are not offered by Hospitals and Foundations or where there is limited capacity at the Hospitals or Foundations as determined by the Hospitals and Foundations. Exclusions to the Covered Services are outlined, as Attachment A.

2.2 Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List. County shall maintain the Approved Beneficiary List and shall furnish Hospitals and Foundations with electronic access to the current Approved Beneficiaries List. If the electronic access is not available, County shall provide a current list of Approved Beneficiaries on the 1st and 15th day of every month to Foundations and Hospitals in electronic format. The list shall include first, middle and last names, address, date of birth, sex, social security number and approval effective and termination dates of each Approved Beneficiary. County shall make its best efforts to provide Approved Beneficiaries with an Identification Card establishing Approved Beneficiary status.

2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from Hospitals and Foundations. Hospitals and Foundations shall submit such invoices monthly. If the payments are not received within 15 days of due date, Hospitals and Foundations reserve the right to delay the furnishing of elective services to Beneficiaries.

2.4 Reimbursement for Covered Services shall be based on the Medicaid Enhanced Fee Schedule for Foundations Services and Medicaid Inpatient Per Diem rates and Medicaid Outpatient Fee Schedule for Hospitals Services. Parties agree that Hospital Inpatient and Outpatient reimbursement shall be "Case-Mix" adjusted, but shall not be adjusted to any amount less than the Hospital's Current Medicaid reimbursement. The initial Case-Mix weighting factor will be based on the previous contract period as calculated below. The Hospitals will compute their overall Medicaid Inpatient Case-Mix, excluding solid organ and bone marrow transplants, based on the most recently published CMS Medicare DRG relative weights. The Hospitals will also compute the Case-Mix of the Beneficiaries referred and admitted to Hospitals. The Case-Mix weighted Per Diem and Price per Outpatient Unit of Service shall be, calculated using the following sample methodology:

Hospital's Current Medicaid Peer Diem	\$1,689.66
Hospital's Medicaid Case-Mix (excluding solid organ and bone marrow transplants)	1.53
County Beneficiary's Case-Mix	2.87
Case-Mix Weighted Per Diem ($2.87/1.53 = 1.88 \times \1689.66)	\$3,169.49
Outpatient Current Medicaid Price per Unit of Service	\$ 200.00
Case-Mix Weighted Price per Unit of Service ($2.87/1.53 = 1.88 \times \200.00)	\$ 375.16

The Case-Mix weighting factor for the first 6 months will be based on patient utilization experience for the first six months of last year's Agreement using the same method described above and the first 6 months will be paid on this basis. For this Agreement, the calculation period shall be October 1, 2012 through March 31, 2013. The Hospitals' Case-Mix weighting factor will be adjusted on April 1, 2014 based on the previous six (6) months utilization (October 1, 2013 through March 31, 2014) under this Agreement. Hospitals shall be paid based on the updated Case-Mix weighting factor, effective April 1, 2014. Hospitals and Foundations shall be reimbursed for each inpatient and outpatient encounter for each patient covered under this Agreement. The calendar year inpatient day limit, Medicaid per diem and physician visit limitations and the outpatient visit limitation do not apply to reimbursement under this Agreement. Furthermore, the calculation for reimbursement for services provided by the physicians, including but not limited to hospital based physicians and regardless of the place of service, within a specialty (such as, Cardiology or Radiation Oncology) shall be Fee-for-Service based at Medicaid Enhanced Fee Schedule and determined by the services rendered by each individual physician to each individual patient covered under this Agreement.

Parties agree that Reimbursement for inpatient or outpatient surgeries, except those services listed below, shall be at \$2,400 per day and or per surgery at the Callahan Eye Hospital Health Care Authority. Procedure code numbers 76514 - Pachymetry Testing and 68761 - Punctum Plug shall be reimbursed at \$50.00 and \$145.00 per unit, respectively. All other services rendered by Callahan Eye Hospital Health Care Authority shall be reimbursed according to UAB Hospital reimbursement methodology. County shall reimburse Hospitals and Foundations

for the actual cost of any subcontracted services provided to the Beneficiary and billed by Hospital or Foundation. With the above exceptions, any outpatient or professional services provided at the Hospitals and Foundations, where there is not a Hospital Medicaid rate or Medicaid Enhanced Fee for Foundation services, such services shall be reimbursement at 50% of billed charges. In addition to surgery reimbursement at Callahan Eye Hospital, corneal transplant tissue shall be reimbursed at 50% of billed charges.

2.5 Access to Medical Records. Upon a reasonable written advance notice and subjected to any required patient consent ,and during regular business hours, Hospitals and Foundations shall allow County (including governmental agencies) to review and duplicate any records maintained pursuant to this contract in order to allow fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring related to County patients only. Hospitals and Foundations shall also make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care or investigating a County Beneficiary complaint. Upon request, Hospitals and Foundations shall assist in any such audit or review. If Hospitals and Foundations carry out any of its duties under this Agreement through an agreement with an individual or organization related to it, Hospitals and Foundations shall include in such agreement a requirement that such related party shall comply with this same requirement. Parties agree that such access to patient medical records shall be subject to Hospitals and Foundations policies and procedures related to access to Medical records and pursuant to section 4.6.

2.6 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to Hospitals and/or Foundations for Covered Services, the parties shall make best efforts to provide or obtain an authorization for services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. Hospitals and Foundations agree to make patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then the Hospitals and Foundations may cancel such appointments at their discretion. Notwithstanding the foregoing, if the appointments are not cancelled or the service is emergent or Hospitals and Foundations are not aware at the point of service that the patient is a Beneficiary and the Covered Service is provided, then County agrees to issue a retrospective authorization for payment for such service rendered. Such authorizations shall be communicated via e-mail or fax in a timely manner. Hospital or Foundations may request an authorization via e-mail, phone or fax and County shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from County to Hospitals and Foundations shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the services authorized. Once a date range of services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized services.

2.7 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. At Beneficiary discharge from any inpatient treatment, the Beneficiary shall be referred to County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide and or are not available to the Beneficiary in a timely manner, and Hospitals and/or Foundations do provide, the Beneficiary may be referred to Hospitals and/or Foundations. This referral shall require a Service Authorization Form pursuant to the terms as outlined in section 2.6 above.

III. TERM AND TERMINATION

3.1 This agreement shall become effective for twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

3.2 The terms of this Agreement shall apply to Covered Services that commence on or after the effective date of this Agreement.

3.3 This Agreement may be renewed for renewal terms of twelve (12) months upon the mutual written agreement of the parties, prior to the expiration of the then current term.

3.4 Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination shall be effective the last day of any month.

IV. RESPONSIBILITIES OF HOSPITALS AND FOUNDATIONS

4.1 Hospitals and Foundations shall provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. Hospitals and Foundations shall not discriminate against any Beneficiaries in the provision of Covered Services.

4.2 Hospitals represent to County that at the time this Agreement is entered into, it possesses all licenses required by law to operate as a hospital in the State of Alabama; that it has been certified as meeting the Hospital Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that it is accredited by the Joint Commission on Accreditation of Healthcare Organizations. Hospitals agrees to maintain in good standing all such licenses, certifications and accreditations during such period of time as this Agreement is in effect and County reserves the right to terminate this Agreement immediately upon notice in writing to Hospitals if Hospitals fails to do so. Upon request, Hospitals agrees to furnish County with successive copies of Joint Commission on Accreditation of Healthcare Organizations certificates when such copies are received by Hospitals.

4.3 Hospitals agree to update and submit to County, upon request, a roster of active physicians on staff with admitting privileges at Hospitals.

4.4 Hospitals and Foundations agree that, upon termination of this Agreement for any reason, they will continue to provide Covered Services for specific conditions for which Beneficiary was an inpatient at the time of such termination, until such patient is discharged from the Hospital and County shall pay for such services in accordance with the terms of this Agreement.

4.5 Subject to compliance with Article XI, Hospitals and Foundations shall maintain for at least five (5) years, or longer periods required by law, all records relating to Covered Services and shall make such records available for inspection and audit upon reasonable prior notice by County, the applicable payer or governmental authorities having jurisdiction. Such access to records shall continue for a period of five (5) years following termination of expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, Hospitals and Foundations agree to transfer a copy of the medical records of any Beneficiaries as requested subject to reimbursement of the maximum charge as set forth in section 12-21 6.1 of the Code of Alabama, which states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.7 Hospitals and Foundations shall make best efforts to immediately notify County of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to County-referred patients under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

V. RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Hospitals and Foundations for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII.

5.2 County agrees to guarantee payment to Hospitals and Foundations for all Covered Services provided to Beneficiaries that were not authorized by County, if Hospitals and Foundations can show that, at the time the patient was treated, the Hospitals and Foundations took reasonable steps to comply with the requirements of section 2.7 of this Agreement.

5.3 County agrees to make all past due payments within thirty days of the receipt of an invoice and execution of this Agreement.

VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Hospitals and Foundations based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement.

7.2 Hospitals and Foundations shall not bill Beneficiaries for the difference between the payments agreed to in this Agreement and Hospitals' and Foundations' standard billed charges for Covered Services.

VIII. LIABILITY AND INSURANCE

8.1 Hospitals and Foundations shall only have a patient relationship with all Beneficiaries receiving Hospitals and Foundations services. County and Hospitals and Foundations are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

8.2 Hospitals and Foundations and County at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, Hospitals and Foundations and County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure Hospitals and Foundations and County and their employees against any event or loss which may impair the ability of Hospitals and Foundations and County to fulfill their obligations as outlined in this Agreement.

IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement, together with Attachment A, contains the entire Agreement between County and Hospitals and Foundations. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and Hospitals and Foundations. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

9.2 Assignment and Subcontracting. No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 Confidentiality/Records Maintenance. County and Hospitals and Foundations agree to keep confidential and to take all reasonable

precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.4 Bankruptcy and Insolvency. Parties agree that the County is currently in bankruptcy. Notwithstanding the current bankruptcy status of the County, in the event that any party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect. This section 9.4 is only applicable once the County is out of the bankruptcy.

9.5 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to County and to Hospitals and Foundations at the addresses below:

To County: Walter Jackson, Deputy County Manager

Jefferson County
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

To Hospital: Andy Matthews

619 19th Street South
Birmingham, AL 35233
Jane Yoakum
500 22nd Street South, Suite 506
Birmingham, AL 35233
Libby Bailey
1720 University Blvd
Birmingham, AL 35233

To Foundations: Patricia Pritchett

General Counsel
500 22nd Street South, Suite 504
Birmingham, AL 35233
Rett Grover
1720 University Blvd, Suite 406
Birmingham, AL 35233

9.6 Authorization. Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County, Hospitals and Foundations. The County, Hospitals and Foundations each represent and warrant to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization. Notwithstanding the execution by any other signatures on behalf of the Hospitals or the Foundations, this Agreement shall not be binding on the Hospitals or the Foundations until executed by the appropriately authorized person and approved by the Hospitals' and the Foundations' respective Executive Officers.

9.7 Title Not to Affect Interpretation. The paragraph and subparagraph headings in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its' interpretation.

9.8 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by Hospitals, Foundations or County as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. Hospitals, Foundations or County promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section.

9.9 Insurance. The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or self-insurance coverage insuring against losses and liabilities occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns.

In witness whereof, County and Hospitals and Foundations have executed this Agreement through a duly authorized officer as of the date noted below.

COUNTY	THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA HOSPITAL
W.D. Carrington	William Ferniany, PhD
President	CEO UAB Health System
	Anthony Patterson
	Senior Vice President of Inpatient Services
	The University of Alabama Hospital
	UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.
	Patricia Pritchett
	Executive Vice President
	UNIVERSITY OF ALABAMA OPHTHALMOLOGY SERVICES FOUNDATION, P.C.
	Christopher Girkin, M.D.
	CALLAHAN EYE HOSPITAL HEALTH CARE AUTHORITY
	Brian Spraberry, CEO

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-13-2014-330

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Master Agreement and Addendums 1 - 12 between Jefferson County, Alabama, d/b/a Cooper Green Health Services and the University of Alabama Health Services Foundation and Ophthalmology Services Foundation, P.C. to provide physician services for the period February 1, 2014 - January 31, 2015 in the amount of \$1,000,000. (Addendums on file in the Minute Clerk's Office)

MASTER AGREEMENT
JEFFERSON COUNTY COMMISSION, d/b/a COOPER GREEN MERCY
PHYSICIAN STAFFING AGREEMENT

This Master Agreement is made and entered into as of the _ day of 2014 by and between Jefferson County Commission, d/b/a Cooper Green Mercy Health Services ("Contractor"), the University of Alabama Health Services Foundation, ("UAHSF") and Ophthalmology Services Foundation, P.C. ("OSF") (UAHSF and OSF are together herein referred to as "Provider") ("Contractor" and "Provider" are together herein referred to as the "Parties").

RECITALS:

WHEREAS, Contractor owns and operates and Cooper Green Mercy for and on behalf of the citizens of Jefferson County;
WHEREAS, Contractor desires to ensure physician coverage at its owned and operated Cooper Green Mercy Health Services;
WHEREAS, the mission of Contractor is to arrange for the finest health services in an environment that fosters excellence in medical education;

WHEREAS, Providers are not for profit professional corporations which are organized, among other things, to coordinate and develop superior patient care in a group practice setting within the academic teaching environment of the Medical Center of the University of Alabama at Birmingham, and to conduct the practice of medicine and surgery and allied services, and to carry on programs of public charity;

WHEREAS, in order to further its mission and to provide quality care to its patients and the community, Contractor has throughout the years contracted or subcontracted with Provider to provide a variety of services by physicians employed thereby;

WHEREAS, Contractor desires to renew and expand its relationship with Provider so that it can continue to fulfill its charitable mission by providing the community access to quality and continuity of care;

WHEREAS, the Parties hereto intend to conduct their activities consistent with federal and state laws and regulations and desire to set forth in one agreement all arrangements whereby Provider provides clinical and diagnostic services to Contractor; and

WHEREAS, it is the intent of the Parties that all compensation payable under this Master Agreement shall be fair and reasonable and shall represent fair market value for services rendered or to be rendered.

NOW, THEREFORE, for and in consideration of the promises and mutual rights and obligations of the Parties set forth herein, the Parties hereto agree as follows:

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 Purpose; Applicability. This Master Agreement is intended to govern all of the arrangements for physician and professional services delivered at Contractor's Cooper Green Mercy, for which Contractor in turn compensates Provider. Specific service arrangements shall be set forth in Addenda to this Master Agreement. Except as otherwise specifically provided in an Addendum, the terms of this Master Agreement shall apply to the service arrangements described therein.

Section 1.2 Execution of Addenda.

(a) Parties This Master Agreement and any of its Addenda does not cover services provided to beneficiaries at UAB Hospital, UAB Highlands, UAB Spain Rehabilitation Hospital, UAB Center for Psychiatric Medicine, The Kirklin Clinic, The Kirklin Clinic at Acton Road, Callahan Eye Hospital and other clinics of Hospitals and Foundations which are covered by separate arrangement.

(b) This Master Agreement does not cover services or obligations set forth in the Preferred Provider Agreement by and between the Board of Trustees of the University of Alabama for the University of Alabama Hospital, Callahan Eye Hospital Health Care Authority, (Hospitals) and the University of Alabama Health Services Foundation, P.C., and the University of Alabama Ophthalmology Services Foundation P.C., (Foundations) and The Jefferson County Commission d/b/a Cooper Green Mercy Hospital (County).

(c) The termination of the Master Agreement shall not be deemed to be a breach thereof, and there shall be no penalties for early termination. Nevertheless, all continuing covenants, duties and obligations set forth therein shall survive the termination.

(d) Additional Addenda to this Master Agreement may be executed subsequent to the Effective Date and shall have the effective dates and terms described therein. Such additional Addenda shall be incorporated by reference into this Master Agreement and shall be governed by this Master Agreement in the manner described in Section 1.1 hereof.

Section 1.3 Professional Conduct and Standards. Provider hereby covenants that, at all times during the term of this Master Agreement, it will require its physicians and other employees performing services hereunder to conduct their activities in a competent professional manner in accordance with (a) all applicable federal, state and local laws, rules and regulations, (b) all applicable requirements and standards of The Joint Commission and any other relevant accrediting organization, (c) the ethical standards of the American Medical Association, (d) the policies, practices, rules and regulations established from time to time by Contractor, including its compliance plans, (e) the bylaws, rules and regulations of Contractor, and (f) all applicable national standards of care. Provider shall assure that all Physicians and other employees performing services hereunder provide legible, accurate and complete medical records in accordance with Contractor medical staff bylaws, rules and regulations. Provider shall require all Physicians and other employees performing services hereunder to act in good faith to assist Contractor in performing its mission and in meeting all standards for achieving and maintaining accreditation by The Joint Commission. Provider further covenants that neither Provider nor any Physician nor other Provider employee providing services hereunder will discriminate on the basis of race, color, sex, age, religion, national origin, handicap, ability to pay, or source of payment in providing services under this Master Agreement.

Section 1.4 Timely Replacement of Physicians. Provider hereby covenants that, in the event that any physician or other employees performing services under this Master Agreement or an Addendum is no longer an employee of Provider or whom the Parties have determined is unacceptable for Contractor, Provider shall use its best efforts, in a timely manner, to provide a suitable substitute who is acceptable to Contractor.

Section 1.5 Payment of Compensation. Unless otherwise directed in writing by Provider, all payments of compensation due from Contractor under this Master Agreement shall be made to Provider with the specific terms set forth in each Addendum. Provider shall submit to Contractor appropriate time sheets or documentation as agreed to by the Parties for purpose of invoicing for payment for physicians assigned to Cooper Green Mercy.

Section 1.6 Engagement of UAB School of Medicine Residents. Pursuant to the Education Affiliation Agreement between Jefferson County Commission d/b/a Cooper Green Mercy Health Services, and the Board of Trustees of the University of Alabama for and on behalf of the University of Alabama School of Medicine and the University of Alabama Hospital, residents may participate in the care and treatment of patients presenting to Cooper Green Mercy in conjunction with each of the Addenda added hereto and assume progressively increasing responsibility according to their level of education, ability, and experience with faculty supervision readily available to residents. The level of responsibility accorded to each resident must be determined by Physicians who are appointed as faculty by the UAB School of Medicine ("UAB SOM").

Section 1.7 Representations and Warranties of Provider. Provider hereby represents, warrants and covenants to and with Contractor, which representations, warranties and covenants shall be true and correct upon execution of this Master Agreement and any Addenda hereto, and which representations, warranties and covenants shall be continuing throughout the term of this Master Agreement, as follows:

(a) to the Provider's knowledge, Provider is not bound by any agreement or arrangement which would preclude it or its physicians from entering into, or fully performing the services required under this Master Agreement;

- (b) all physicians performing services hereunder are full-time employees of Provider, have bona fide faculty appointments in the UAB SOM;
- (c) to the Provider's knowledge, all physicians performing services hereunder are licensed to practice medicine and prescribe controlled substances in the State of Alabama, and no such physician has ever had his or her license to practice medicine or prescribe controlled substances denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- (d) to the Provider's knowledge, no Physician performing services hereunder has had his or her medical staff privileges at any health care facility denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;
- (e) to the Provider's knowledge, all professionals performing services hereunder who are not physicians are, and shall during the term of the applicable Addendum remain, licensed to practice their profession in Alabama by the applicable professional board, in good standing without restrictions of any kind, and no such person has ever been disciplined in any way by any hospital, licensing board or professional society;
- (f) to the Provider's knowledge, neither Provider nor any of the physicians or other persons performing services hereunder has been suspended, excluded, barred, sanctioned or penalized under any state or federal program;
- (g) to the Provider's knowledge, none of the physicians or other persons performing services hereunder has been convicted of a state or federal offense, including, without limitation, one involving health care, but excluding misdemeanor traffic violations;
- (h) to the Provider's knowledge, no physician or other professional performing services hereunder has been found by any state or federal authority or agency, or by any board or group having the right to pass upon the professional conduct of person, to have engaged in unethical or unprofessional conduct;
- (i) to the Provider's knowledge, all physicians have, and shall maintain through the term of this Agreement, unrestricted licenses to practice medicine in the State of Alabama, active staff privileges in good standing at Contractor with privileges necessary to perform their duties hereunder, and shall participate as providers in good standing in the Medicare and Medicaid programs.

Section 1.8 Representations and Warranties of Contractor. Contractor hereby represents, warrants and covenants to and with Provider, which representations, warranties and covenants shall be true and correct upon execution of this Master Agreement and any Addenda hereto, and which representations, warranties and covenants shall continue throughout the term of this Master Agreement, as follows:

- (a) to the Contractor's knowledge, Contractor is not bound by an agreement or an arrangement which would preclude it from entering into or fully performing under this Master Agreement; and
- (b) Contractor shall provide and maintain such facilities, equipment, supplies and staff personnel for the operation of Cooper Green Mercy. All staff personnel working at Cooper Green Mercy shall be Contractor employees or employees hired pursuant to direct contract with Contractor with another vendor. Contractor and Provider shall work together to ensure that physicians have appropriate facilities, equipment, supplies and staff personnel for care and treatment of patients presenting to Cooper Green Mercy, including but not limited to advanced practitioners such as nurse practitioners and physicians assistants.

Section 1.9 Malpractice Insurance. At all times during the term of this Agreement, Provider shall maintain professional liability self-insurance on Provider and each Provider physician, covering each of their acts and omissions in performing services under this Agreement in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, all of which coverage shall be on an occurrence basis. Provider hereby represents and warrants that it is self-insured for professional liability coverage and has sufficient reserves and reinsurance to provide the coverage required hereunder. Provider shall provide a certificate evidencing such coverage to Contractor. Contractor shall maintain professional liability insurance or self-insurance on Cooper Green Mercy personnel providing services in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Parties recognize that it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party, and each party agrees to notify the other of such events and to cooperate with the other in investigation and/or processing of such incidents and/or claims. The provisions of this Section 1.9 shall survive the expiration or any termination of this Agreement.

ARTICLE 2

TERM AND TERMINATION

Section 2.1 Term. Subject to the termination provisions of Section 2.2 below, this Master Agreement shall have a term beginning February 1, 2014 and ending January 31, 2015. Any Addendum may have a different term, which shall be set forth therein.

Section 2.2 Termination of Master Agreement.

- (a) Either party may terminate this Master Agreement (which includes all Addenda then in effect) without cause by giving the other party thirty (30) days prior written notice of termination; provided, however, this Master Agreement may not be terminated without cause while an Addendum is still in effect unless such Addendum could otherwise be terminated in accordance with its provisions.
- (b) Either party may terminate this Master Agreement (which includes all Addenda then in effect) upon breach by the other party of any material provision of this Master Agreement, provided such breach continues for ninety (90) days after receipt by the breaching party of written

notice of such breach from the non-breaching party.

(c) Either party may terminate this Master Agreement (which includes all Addenda then in effect) immediately upon written notice to the other upon the occurrence of any of the following events: (i) failure of a party to comply with the provisions of Article 3 hereof; (ii) the inability of a party to pay its obligations when due, or general assignment by a party for the benefit of creditors.

(d) This Master Agreement (which includes all Addenda) shall automatically terminate in the event that either Provider or Contractor is excluded or barred from Medicare, Medicaid or any other federal health care program.

Section 2.3 Termination of an Addendum. Either party may terminate an Addendum without cause by giving the other party thirty (30) days prior written notice of termination.

ARTICLE 3

PROPRIETARY AND CONFIDENTIAL INFORMATION

Section 3.1 Confidential Information of Contractor. Provider recognizes and acknowledges that, by virtue of entering into this Agreement and providing the services hereunder, Provider and the persons performing services hereunder will have access to certain information of Contractor that is confidential and constitutes valuable, special and unique property of Contractor. Provider hereby covenants that neither Provider nor any physician or other Provider employee shall at any time, either during or subsequent to the term of this Agreement, without prior written consent of Contractor, disclose to others, use, copy or permit to be copied or used, except pursuant to their duties for or on behalf of Contractor, any trade secrets or other confidential information of Contractor, including, without limitation, information with respect to the names, whereabouts and needs of patients of Contractor, costs, prices, marketing plans, and treatment methods and protocols at any time used, developed, or made by or for Contractor.

Section 3.2 Medical Records. All medical records pertaining to services rendered to patients hereunder, including all patient lists, case records and histories, Xray and other films or images, physician-patient notes, reports, interpretations, consultations and other related information, shall be the sole property of Contractor; provided, however, that Provider and its physicians shall have access to such records for the purpose of rendering services hereunder and providing services hereunder. Provider recognizes and acknowledges that by virtue of entering into this Master Agreement, Provider and the persons performing services hereunder will have access to certain confidential patient information. Provider hereby covenants that neither Provider nor any physician or other Provider employee shall at any time, either during or subsequent to the term of this Agreement, without prior written consent of Contractor or pursuant to a written policy of Contractor, disclose to others, use, copy or permit to be copied or used, any patient or medical record information regarding Contractor patients.

Section 3.3 Compliance with Laws Regarding Privacy and Security. Provider and the physicians and other Provider employees providing services pursuant to this Master Agreement shall comply with all federal and state laws, privileges and regulations and all rules, regulations and policies of Contractor regarding the confidentiality of patient information, including Contractor compliance plan and policies to maintain the confidentiality of Protected Health Information. Contractor and Provider shall enter into a mutually acceptable Business Associate Agreement with respect to the duties of Provider and its employees in using and disclosing Protected Health Information of Contractor and its patients.

Section 3.4 Duty to Cooperate. The Parties recognize that it is necessary for each party to have access to information for specific incidents which may give rise to or have given rise to a claim being filed against either party, and each party agrees to notify the other of such events and to cooperate with the other in investigation and processing of such incidents or claims. Provider shall notify Contractor immediately in the event Provider or any physician or other employee of Provider receives a demand for testimony, records or other information related to professional services rendered by a physician under this Master Agreement and shall coordinate with Contractor in any response thereto. In the event of litigation brought by a patient against Provider or any physician, Provider shall have the right, at its expense, to copy relevant portions of the medical record of the plaintiff, provided that such access is permitted by laws governing the privacy of medical records. All rights and duties of either party to have access to medical records shall be subject to any policies or procedures required by Contractor to comply with laws regulating privacy of medical information.

Section 3.5 Survival of Obligations. The provisions of this Article 3 shall survive the expiration or termination of this Master Agreement or any Addendum.

ARTICLE 4

COMPLIANCE WITH LAW

Section 4.1 Referrals. The Parties acknowledge that none of the benefits granted hereunder is conditioned on any requirement that Provider or the physicians make referrals to or otherwise generate business for Contractor. The Parties further acknowledge that physicians are not restricted from establishing staff privileges at, referring any services to, or otherwise generating any other business for Contractor or for any other entity of their choosing.

Section 4.2 Changes to Comply with Law. It is expressly understood that the Parties intend that this Master Agreement shall comply with all applicable laws, rules and regulations of all governmental and regulatory authorities. Accordingly, the Parties agree to renegotiate, in good

faith, any term, condition or provision of this Master Agreement or any Addendum that any applicable governmental or regulatory authority, or counsel for either party hereto, determines to be in contravention of any law, regulation or agency interpretation thereof. In conducting the negotiations, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they are not able to reach a mutually acceptable solution within thirty (30) days of the date on which a party notifies the other in writing of the need for negotiation, then the party providing such notice may terminate that portion of the Master Agreement giving rise to such concern or, if applicable, the entire Master Agreement, all on five (5) days written notice. Contractor may withhold any payments it in good faith believes violate the applicable law, regulation or agency interpretation thereof. Further, to the extent that any law, regulation or interpretation thereof makes any provision of this Master Agreement or an Addendum not permissible, such provision shall be automatically amended so as to comply with such law, regulation or interpretation while maintaining to the extent practicable the intended effect of such provision.

Section 4.3 Access to Records. As an independent contractor, in accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. Part 420, Subpart D § 420.300 et. seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, Provider shall allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to Provider's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement. Provider shall not provide services hereunder through a subcontractor.

ARTICLE 5 MISCELLANEOUS

Section 5.1 Independent Contractors. In performing the services herein specified, Provider, the physicians and other Provider employees are acting as independent contractors to Contractor, and neither the physician nor Provider nor any of their staff are employees or agents of Contractor. Nothing contained in this Agreement shall be construed to create a partnership or a joint venture between or among Contractor, Provider, or a physician, or to authorize any of them to act as a general or special agent of the other party in any respect. The Parties and any of their employees shall be liable for their own debts, obligations, acts and omissions. Contractor will not withhold income tax or Social Security tax on behalf of Provider, a physician or any Provider employee, subcontractor, or agent. In addition, none of the foregoing will have any claim under this Master Agreement or otherwise against Contractor for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind.

Section 5.2 Practice of Medicine. It is agreed and acknowledged by the Parties that, as independent contractors, nothing in this Master Agreement shall be interpreted as limiting or restricting the right of physicians to engage in the practice of medicine, subject to appropriate laws, regulations and reasonable policies and procedures of Contractor. Contractor shall neither have nor exercise any control over the professional medical judgment or methods of clinical practice of Physicians in the performance of medical services under this Master Agreement.

Section 5.3 Notices. All notices hereunder by either party to the other shall be in writing and shall be deemed to have been properly given when delivered personally or on the third business day following the day on which such notice is sent by certified mail, return receipt requested, with postage prepaid, addressed as follows:

If to UAHSF: University of Alabama Health Services Foundation, P.C.
 500 22nd Street South, Suite 504
 Birmingham, Alabama 35233
 Attention: General Counsel

with a copy to: University of Alabama Health Services Foundation, P.C.
 500 22nd Street South, Suite 502
 Birmingham, Alabama 35233
 Attention: Patricia Pritchett, Executive Vice President
 UAB Health System
 Managed Care
 500 22nd Street South, Suite 506
 Birmingham, Alabama 35233
 Attention: Jane Yoakum, Contracting Manager

If to OSF: Ophthalmology Services Foundation, P.C.
 Birmingham, Alabama 35233
 Attention:

with a copy to: Ophthalmology Services Foundation

Birmingham, Alabama Attention:
If to Contractor: County Manager
716 Richard Arrington, Jr. Blvd.
Room 251
Birmingham, AL 35023
Attention: Tony Petelos - Walter Jackson
Cooper Green Health Services
Attention: William Smith
1515 6th Avenue South
Birmingham, AL 35233
UAB Health System
Managed Care
500 22nd Street South, Suite 506
Birmingham, Alabama 35233
Attention: Jane Yoakum, Contracting Manager

or to such other persons or places as either party may from time to time designate by written notice to the other.

Section 4.4 Severability. Subject to Section 4.4 hereof, if any provision of this Master Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Master Agreement or the application of such provision to any other person or circumstances, all of which other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Master Agreement is susceptible to two or more constructions, one of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

Section 4.5 No Waiver. No waiver of a breach of any provision of this Master Agreement shall be construed to be a waiver of any breach of any other provision, or a continuing or repeated breach of the same provision.

Section 4.6 Governing Law. The Parties agree that this Master Agreement has been voluntarily entered into by each of them. Master Agreement shall be interpreted, construed and enforced according to the laws of the State of Alabama

Section 4.7 Non-binding Mediation. If a dispute arises out of or relates to this Agreement or any of its Addenda, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation.

Section 4.8 Captions. The captions contained in this Master Agreement are for convenience only and shall in no manner be construed as part of this Master Agreement.

Section 4.9 Assignment; Binding Effect. Neither party shall assign or transfer, in whole or in part, this Master Agreement or any of their rights, duties or obligations under this Master Agreement without the prior written consent of the other party, and any assignment or transfer made without such consent shall be null and void; provided, however, that Contractor may assign this Master Agreement without consent to any corporation controlling, controlled by, or under common control with Contractor. Subject to such limitation on assignment, the provisions of this Master Agreement shall be binding upon and inure to the benefit of both Contractor and Provider and their respective successors and permitted assigns.

Section 4.10 Third Party Beneficiaries. There are no third party beneficiaries to this Master Agreement.

Section 4.11 Interpretation. This Master Agreement has been negotiated at arm's length by both Parties, and its terms shall not be construed against or interpreted to the disadvantage of either party by reason of such party having or being deemed to have structured or dictated such provision.

Section 4.12 Entire Agreement. This Master Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

Section 4.13 Amendments. This Master Agreement may only be amended by a writing duly executed by both Parties hereto. Additional Addenda executed after the date this Master Agreement is executed shall be incorporated by reference into this Master Agreement and shall become a part of this Master Agreement upon execution thereof.

Section 4.14 Counterparts. This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

Section 4.15 Force Majeure. Neither party shall be liable to the other for failure to perform any of the services required herein in the event of strikes, lockouts, calamities, acts of God, unavailability of supplies or other events over which the affected party has no control, for so long as such event continues and for a reasonable period of time thereafter.

Section 4.16 Further Assurances. The Parties agree that each shall promptly and duly execute and deliver to the other such additional documents and assurances and take any and all other actions as either party may reasonably request in order to carry out the intent and purpose of this Master Agreement and any Addendum.

Section 4.17 Integration of Addenda, Exhibits and Schedules Thereto. All Addenda and schedules or exhibits to this Master Agreement are hereby incorporated by reference and are made integral parts of this Master Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Master Agreement and the attached Addenda for

Cardiology, Neurology, Rheumatology, ENT, Nephrology, Dermatology, Urology, Ophthalmology and such other services as may be added from time to time hereto on the dates indicated.

JEFFERSON COUNTY

COMMISSION, DB/A COOPER GREEN MERCY

W. D. Carrington, President

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Patricia Pritchett, Executive Vice President

OPHTHALMOLOGY SERVICES FOUNDATION, P.C.

Christopher Girkin, MD, President

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-13-2014-331

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Health Services and The Healthcare Authority for Medical West, An Affiliate of UAB Health System to settle all unpaid services to County beneficiaries by UAB Medical West in the amount of \$294,555 for the hospital healthcare services and \$79,530.00 for physicians.

AGREEMENT

This is an Agreement between Jefferson County, Alabama, a political subdivision of the State of Alabama d/b/a Cooper Green Mercy Health Services (hereinafter "County") and The Healthcare Authority for Medical West, An Affiliate of UAB Health System, (hereinafter "Hospital"). The parties hereby agree as follows:

1. During the period of January 1, 2013 through September 30, 2013 Hospital provided hospital healthcare services and physician services to some individuals who may have been eligible Cooper Green Mercy Health Services patients. The exact nature of the healthcare services provided to those individuals some of which may have been eligible patients is detailed on the invoice that Hospital sent to the COUNTY that is dated November 27, 2013.
2. The COUNTY agrees to pay and Hospital agrees to accept as payment in full and complete satisfaction of all amounts claimed for the services provided on the above referenced dates for beneficiaries of the County the amount of \$294,555 for the hospital healthcare services and \$79,530.00 for physicians.

Done and dated this ___ day of January, 2014.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

The Healthcare Authority for UAB MEDICAL WEST An Affiliate of UAB Health System

Keith Pennington, CEO

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a 2014 Preferred Provider Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and The Healthcare Authority for Medical West, an Affiliate of UAB Health System to provide in-patient, out-patient and other healthcare services in the amount of \$1,200,000 for the period through September 30, 2014.

2014 PREFERRED PROVIDER AGREEMENT
COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between The Healthcare Authority for Medical West, an Affiliate of UAB Health System (Medical West) and The Jefferson County Commission d/b/a Cooper Green Mercy Health Services (County).

I. RECITALS

- 1.1 County is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its Beneficiaries.
- 1.2 Medical West is duly licensed by the State of Alabama and accredited by the Joint Commission on Accreditation of Healthcare Organizations.
- 1.3 Medical West desire is to contract with County in order to provide services to County's Beneficiaries in a cost-effective manner.

II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

- 2.1 Covered Services means health care services provided to Beneficiaries by Medical West. Medical West will not be required to provide Covered Services to any Beneficiary that are not offered by Medical West or where there is limited capacity at the hospital as determined by Medical West.
- 2.2 Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List. County shall maintain the Approved Beneficiary List and shall furnish Medical West with electronic access to the current Approved Beneficiaries List. If the electronic access is not available, County shall provide current list of Approved Beneficiaries on the 1st and 15th day of every month to Medical West in electronic format. The list shall include first, middle and last names, address, and date of birth, sex, social security number and approval effective and termination dates of each Approved Beneficiary.

County shall make its best efforts to provide Approved Beneficiaries with an Identification Card establishing Approved Beneficiary status.

- 2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from Medical West. Medical West shall submit such invoices monthly. If the payments are not received within 15 days of due date, Medical West reserve the right to delay the furnishing of elective services to Beneficiaries.
- 2.4 Reimbursement for Covered Services shall be based on 100% of the prevailing Medicare reimbursement for inpatient and outpatient Hospital and Professional Services. Adjustments made by CMS for transfers, readmissions, sequestration or value-based performance shall be excluded from the calculation of reimbursement. Annual rate increases shall be equal to annual Medicare rate increases.

Inpatient Services:

Parties agree that Hospital Inpatient reimbursement shall be based on The Medicare MS-DRG payment methodology. The MS-DRG rates will be consistent with the rates set forth by CMS, which will be calculated consistent with the IP Pricer at CMS website with the exceptions in above paragraph and are subject to change during the fiscal year, but revised at least annually. The MS-DRG rates shall be adjusted for the following factors using the following sample methodology:

- Base Operating Rate (Federal specific adjusted by the wage index)
- Outlier Rate
- New Technology
- Operating DSH
- Operating IME
- Capital Federal Specific
- Capital DSH
- Capital IME
- Capital Outlier
- Low Volume Adjustments
- Pass Thru Amounts for new technology, services and drugs

For Example:

MS-DRG 65

Billed Charges: \$85,000

LOS: 9 days

Total Operating Payment:

Operating FSP Amount = \$5,488.03 = DRG Wgt x (National Federal Specific Payment x Transfer Adjustment) or (1.1345 x ((\$3,316.23 x .8458) + 2032.53))

Operating Outlier Amount = 0

Operating DISH Amount = \$648.14 = (.1181 x \$5,488.03)

Operating IME Amount = 0

Total Capital Payment:

Capital FSP Amount = \$430.40

Capital DSH Amount = \$24.53 = (.0570 x \$430.40)

Pass Thru Amount:

Total MS DRG 65 Payment: \$6,560.10 = \$5,488.03+\$648.14+\$430.40+\$24.53

Professional Services:

Parties agree that all professional services, regardless of the place of service, shall be reimbursed based on the prevailing Medicare methodology for professional services, which includes professional fee schedules, lab fee schedules and pass thru amounts.

Outpatient Services:

Parties agree that Outpatient reimbursement shall be based on the prevailing Medicare methodology for outpatient services, which includes APC's, professional fee schedules, lab fee schedules, and pass thru amounts for high-cost drugs and supplies.

Total Reimbursement shall not exceed \$1,200,000 for the contract period ending September 30, 2014.

2.5 Access to Medical Records. Upon a reasonable written advance notice and subjected to any required patient consent and during regular business hours, Medical West shall allow County (including governmental agencies) to review and duplicate any records maintained pursuant to this contract in order to allow fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring related to County patients only. Medical West shall also make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care or investigating member complaints. Upon request, Medical West shall assist in any such audit or review.

If Medical West carry out any of its duties under this Agreement through an agreement with an individual or organization related to it, Medical West shall include in such agreement a requirement that such related party shall comply with this same requirement. Parties agree that such access to patient medical records shall be subject to Medical West policies and procedures related to access to Medical records and pursuant to section 4.6.

2.6 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to Medical West for Covered Services, the parties shall make best efforts to provide or obtain an authorization for services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. Medical West agree to make patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then the Medical West may cancel such appointments at their discretion. Notwithstanding the foregoing, if the appointments are not cancelled or the service is emergent or Medical West are not aware at the point of service that the patient is a Beneficiary and the Covered Service is provided, then County agrees to issue a retrospective authorization for payment for such service rendered. Such authorizations shall be communicated via e-mail or fax in a timely manner. Medical West may request an authorization via e-mail, phone or fax and County shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from County to Medical West shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the services authorized. Once a date range of services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized services.

2.7 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. At Beneficiary discharge from any inpatient treatment, the Beneficiary shall be referred to County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide and or are not available to the Beneficiary in a timely manner, and Medical West do provide, the Beneficiary may be referred to Medical West. This referral shall require a Service Authorization Form pursuant to the terms as outlined in section 2.6 above.

III. TERM AND TERMINATION

3.1 This agreement shall become effective for twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

3.2 The terms of this Agreement shall apply to Covered Services that commence on or after the effective date of this Agreement.

3.3 This Agreement may be renewed for renewal terms of twelve (12) months upon the mutual written agreement of the parties, prior to the expiration of the then current term. Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination shall be effective the last day of any month.

IV. RESPONSIBILITIES OF MEDICAL WEST

4.1 Medical West shall provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. Medical West shall not discriminate against any Beneficiaries in the provision of Covered Services.

4.2 Medical West represent to County that at the time this Agreement is entered into, it possesses all licenses required by law to operate as a hospital in the State of Alabama; that it has been certified as meeting the Hospital Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that it is accredited by the Joint Commission on Accreditation of Healthcare Organizations. Medical West agrees to maintain in good standing all such licenses, certifications and accreditations during such period of time as this Agreement is in effect and County reserves the right to terminate this Agreement immediately upon notice in writing to Medical West if Medical West fails to do so. Upon request, Medical West agrees to furnish County with successive copies of Joint Commission on Accreditation of Healthcare Organizations certificates when such copies are received by Medical West.

4.3 Medical West agrees to update and submit to County, upon request, a roster of active physicians on staff with admitting privileges at Medical West.

4.4 Medical West agree that, upon termination of this Agreement for any reason, they will continue to provide Covered Services for specific conditions for which Beneficiary was an inpatient at the time of such termination, until such patient is discharged from the Hospital and County shall pay for such services in accordance with the terms of this Agreement.

4.5 Subject to compliance with Article XI, Medical West shall maintain for at least five (5) years, or longer periods required by law, all records relating to Covered Services and shall make such records available for inspection and audit upon reasonable prior notice by County, the applicable payer or governmental authorities having jurisdiction. Such access to records shall continue for a period of five (5) years following termination of expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, Medical West agree to transfer a copy of the medical records of any Beneficiaries as requested subject to reimbursement of the maximum charge as set forth in section 12-21-6.1 of the Code of Alabama, which states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.7 Medical West shall make best efforts to immediately notify County of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to County referred patients under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

V. RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Medical West for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII.

5.2 County agrees to guarantee payment to Medical West for all Covered Services provided to Beneficiaries that were not authorized by County, if Medical West can show that, at the time the patient was treated, Medical West took reasonable steps to comply with the requirements of section 2.7 of this Agreement.

5.3 County agrees to make all past due payments within thirty days of the receipt of an invoice and execution of this Agreement.

VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Medical West based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement.

7.2 Medical West shall not bill Beneficiaries for the difference between the payments agreed to in this Agreement and Medical West standard billed charges for Covered Services.

VIII. LIABILITY AND INSURANCE

8.1 Medical West shall only have a patient relationship with all Beneficiaries receiving Medical West services. County and Medical West are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

Medical West and County at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, Medical West and County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure Medical West and County and their employees against any event or loss which may impair the ability of Medical West and County to fulfill their obligations as outlined in this Agreement.

IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement, together with Attachment A, contains the entire Agreement between County and Medical West. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and Medical West. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

9.2 Assignment and Subcontracting. No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 Confidentiality/Records Maintenance. County and Medical West agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.4 Bankruptcy and Insolvency. In the event that any party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect.

9.5 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to County and to Medical West at the addresses below:

To County: Walter Jackson, Deputy County Manager

Jefferson County
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

To Hospital: Keith Pennington

Chief Executive Officer
995 9th Avenue SW
Bessemer, AL 35022

9.6 Authorization. Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County and Medical West. The County and Medical West each represents and warrants to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization. Notwithstanding the execution by any other signatures on behalf of the Medical West or the Foundations, this Agreement shall not be binding on the Medical West or the Foundations until executed by the appropriately authorized person and approved by the Medical West' and the Foundations' respective Executive Officers.

9.7 Title Not to Affect Interpretation. The paragraph and subparagraph headings in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its' interpretation.

9.8 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by Medical West, Foundations or County as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. Medical West or County promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section. The parties have signed a Business Associate Agreement.

9.9 Insurance. The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or self-insurance coverage insuring against losses and liabilities occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns.

In witness whereof, County and Medical West have executed this Agreement through a duly authorized officer as of the date noted below.

Jefferson County Commission

The Healthcare Authority for Medical West, an Affiliate of UAB Health System

W.D. Carrington

Keith Pennington

President

CEO

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye"

May-13-2014-333

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a 2014 Preferred Provider Agreement between Jefferson County, Alabama and Physician Integration Partners to provide physician services at UAB Medical West in an amount not to exceed \$320,000 for the period through September 30, 2014.

2014 PREFERRED PROVIDER AGREEMENT
COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between Physician Integration Partners (Partners) and The Jefferson County Commission d/b/a Cooper Green Mercy Health Services (County).

I. RECITALS

- 1.1 County is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its Beneficiaries.
- 1.2 Partners desire is to contract with County in order to provide services to County's Beneficiaries in a cost-effective manner.

II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

- 2.1 Covered Services means health care services provided to Beneficiaries by Partners.

Partners will not be required to provide Covered Services to any Beneficiary that are not offered by Partners or where there is limited capacity as determined by Partners.

- 2.2 Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List. County shall maintain the Approved Beneficiary List and shall furnish Partners with electronic access to the current Approved Beneficiaries List. If the electronic access is not available, County shall provide current list of Approved Beneficiaries on the 1st and 15th day of every month to Partners in electronic format. The list shall include first, middle and last names, address, and date of birth, sex, social security number and approval effective and termination dates of each Approved Beneficiary. County shall make its best efforts to provide Approved Beneficiaries with an Identification Card establishing Approved Beneficiary status.

- 2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from Partners. Partners shall submit such invoices monthly. If the payments are not received within 15 days of due date, Partners reserve the right to delay the furnishing of elective services to Beneficiaries.

- 2.4 Reimbursement for Covered Services shall be based on 100% of the prevailing Medicare reimbursement Professional Services.

Parties agree that all professional services, regardless of the place of service, shall be reimbursed based on the prevailing Medicare methodology for professional services, which includes professional fee schedules, lab fee schedules and pass thru amounts.

Total Reimbursement shall not exceed \$320,000 for the contract period ending September 30, 2014.

- 2.5 Access to Medical Records. Upon a reasonable written advance notice and subjected to any required patient consent and during regular business hours, Partners shall allow County (including governmental agencies) to review and duplicate any records maintained pursuant to this contract in order to allow fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring related to County patients only. Partners shall also make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care or investigating member complaints. Upon request, Partners shall assist in any such audit or review. If Partners carry out any of its duties under this Agreement through an agreement with an individual or organization related to it, Partners shall include in such agreement a requirement that such related party shall comply with this same requirement. Parties agree that such access to patient medical records shall be subject to Partners policies and procedures related to access to Medical records and pursuant to section 4.6.

- 2.6 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to Partners for Covered Services, the parties shall make best efforts to provide or obtain an authorization for services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. Partners agree to make patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then the Partners may cancel such appointments at their discretion. Notwithstanding the foregoing, if the appointments are not cancelled or the service is emergent or Partners are not aware at the point of service that the patient is a Beneficiary and the Covered Service is provided, then County agrees to issue a retrospective authorization for payment for such service rendered. Such authorizations shall be communicated via e-mail or fax in a timely manner. Partners may request

an authorization via e-mail, phone or fax and County shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from County to Partners shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the services authorized. Once a date range of services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized services.

2.7 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center.

At Beneficiary discharge from any inpatient treatment, the Beneficiary shall be referred to County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide and or are not available to the Beneficiary in a timely manner, and Partners do provide, the Beneficiary may be referred to Partners. This referral shall require a Service Authorization Form pursuant to the terms as outlined in section 2.6 above.

III. TERM AND TERMINATION

3.1 This agreement shall become effective for twelve (12) months beginning October 1, 2013 and ending September 30, 2014.

3.2 The terms of this Agreement shall apply to Covered Services that commence on or after the effective date of this Agreement.

3.3 This Agreement may be renewed for renewal terms of twelve (12) months upon the mutual written agreement of the parties, prior to the expiration of the then current term.

3.4 Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination shall be effective the last day of any month.

IV. RESPONSIBILITIES OF PARTNERS

4.1 Partners shall provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. Partners shall not discriminate against any Beneficiaries in the provision of Covered Services.

4.4 Partners agree that, upon termination of this Agreement for any reason, they will continue to provide Covered Services for specific conditions for which Beneficiary was an inpatient at the time of such termination, until such patient is discharged from the Hospital and County shall pay for such services in accordance with the terms of this Agreement.

4.5 Subject to compliance with Article XI, Partners shall maintain for at least five (5) years, or longer periods required by law, all records relating to Covered Services and shall make such records available for inspection and audit upon reasonable prior notice by County, the applicable payer or governmental authorities having jurisdiction. Such access to records shall continue for a period of five (5) years following termination of expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, Partners agree to transfer a copy of the medical records of any Beneficiaries as requested subject to reimbursement of the maximum charge as set forth in section 12-21-6.1 of the Code of Alabama, which states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.7 Partners shall make best efforts to immediately notify County of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to County referred patients under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

V. RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Partners for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII.

5.2 County agrees to guarantee payment to Partners for all Covered Services provided to Beneficiaries that were not authorized by County, if Partners can show that, at the time the patient was treated, Partners took reasonable steps to comply with the requirements of section 2.7 of this Agreement.

5.3 County agrees to make all past due payments within thirty days of the receipt of an invoice and execution of this Agreement.

VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Partners based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement.

7.2 Partners shall not bill Beneficiaries for the difference between the payments agreed to in this Agreement and Partners standard billed

charges for Covered Services.

VIII. LIABILITY AND INSURANCE

8.1 Partners shall only have a patient relationship with all Beneficiaries receiving Partners services. County and Partners are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

8.2 Partners and County at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, Partners and County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure Partners and County and their employees against any event or loss which may impair the ability of Partners and County to fulfill their obligations as outlined in this Agreement.

IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement, together with Attachment A, contains the entire Agreement between County and Partners. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and Partners. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

9.2 Assignment and Subcontracting. No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 Confidentiality/Records Maintenance. County and Partners agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.4 Bankruptcy and Insolvency. In the event that any party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect.

9.5 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to County and to Partners at the addresses below:

To County: Walter Jackson, Deputy County Manager
Jefferson County
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

To Partners: Keith Pennington, CEO
The Healthcare Authority for Medical West
An Affiliate of UAB Health System
995 9th Avenue SW
Bessemer, AL 35022

9.6 Authorization. Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County and Partners. The County and Partners each represents and warrants to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization. Notwithstanding the execution by any other signatures on behalf of the Partners, this Agreement shall not be binding on the Partners until executed by the appropriately authorized person and approved by the Partners' respective Executive Officers.

9.7 Title Not to Affect Interpretation. The paragraph and subparagraph headings in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its' interpretation.

9.8 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by Partners or County as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. Partners or County promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section. The parties have signed a Business Associate Agreement.

9.9 Insurance. The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or self-insurance coverage insuring against losses and liabilities occasioned by the acts

or omissions of their respective employees, agents, representatives, and/or assigns.

In witness whereof, County and Partners have executed this Agreement through a duly authorized officer as of the date noted below.

Jefferson County Commission	The Healthcare Authority for Medical West, an Affiliate of UAB Health System
W.D. Carrington	Keith Pennington
President	CEO

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-13-2014-334

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Preferred Provider Agreement between Jefferson County, Alabama, d/b/a Cooper Green Health Services and St. Vincent's Health System to provide in-patient services for the period October 1, 2013 through September 30, 2015 in an amount not to exceed \$2,000,000.

PREFERRED PROVIDER AGREEMENT
COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between the St. Vincent's Health System, an Alabama non-profit corporation ("St. Vincent's") on behalf of itself and its wholly owned subsidiaries, St. Vincent's Birmingham and St. Vincent's East (each a "Hospital" and collectively the "Hospitals") and The Jefferson County Commission d/b/a Cooper Green Mercy Health Services (County).

I. RECITALS

- 1.1 County is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its Beneficiaries.
- 1.2 Hospitals are duly licensed by the State of Alabama and accredited by the Joint Commission.
- 1.3 Hospitals desire to contract with County in order to provide services to County's Beneficiaries in a cost-effective manner.

II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

2.1 Covered Services means all health care services provided to Beneficiaries by Hospitals. Hospitals will not be required to provide Covered Services to any Beneficiary (a) that are not offered generally by Hospitals or (b) if a Hospital's capacity to offer such Covered Service is limited as determined by the St. Vincent's Health System.

2.2 Beneficiary or Approved Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List. County shall maintain the Approved Beneficiary List and provide Hospitals with electronic access to all applicable Approved Beneficiaries Lists. If the electronic access is not available, County shall provide current lists of Approved Beneficiaries on the 1st and 15th day of every month to St. Vincent's in electronic format. The list shall include first, middle and last names, address, date of birth, sex, social security number and effective and termination dates of each Approved Beneficiary. Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from a Hospital. Hospitals shall submit such invoices monthly. Notwithstanding the Reimbursement provisions of Sections 2.4 and 2.5, the aggregate annual payment due from the County to St. Vincent's for Covered services shall not exceed \$2,000,000. County agrees to pay interest on any amounts not paid when due at the rate of 1 % per month and further agrees to pay Hospital's costs of collection including reasonable attorneys' fees. In the event that payments are not received within 15 days of due date, St. Vincent's will have the right to terminate this Agreement immediately upon written notice to County.

2.4 Reimbursement for Hospital Services Other Than Level 1 and 2 Emergency Department Visits. Reimbursement for Covered Services, other than Level 1 and Level 2 emergency department visits will be due to Hospitals in an amount equal to the payment that would be due under the Medicare payment methodology for the Covered Service in effect that the time that such Covered Service is rendered. The parties agree that, although reimbursement will be based on Medicare rates in effect from time to time, the current Medicare base rates for inpatient services rendered by Hospitals are as follows:

St. Vincent's Birmingham	\$5189.22
St. Vincent's East	\$5850.56

The parties further acknowledge and understand that the prevailing Medicare base rate will be multiplied by specific DRG weighting as established by CMS to determine actual reimbursement due to Hospitals for inpatient services.

The parties agree that the current Medicare base rates for outpatient services rendered by Hospitals are as follows:

St. Vincent's Birmingham	\$ 65.23
St. Vincent's East	\$ 65.23

The parties further acknowledge and understand that the prevailing Medicare base rate will be multiplied by the specific APC weighting as established by CMS to determine the actual reimbursement due to Hospitals for outpatient services other than Level 1 and 2 emergency department visits. The bundling and grouping provisions of the CMS outpatient prospective payment system will be followed by the parties.

2.5 Reimbursement for Level 1 and 2 Emergency Department Visits.

Reimbursement for Level 1 and Level 2 Emergency Department visits will be due to Hospitals in an amount equal to \$304.29 per visit.

2.6 Access to Medical Records. Upon a reasonable written advance notice and subject to any required patient consent and during regular business hours, Hospitals shall allow County (including County agencies) to review and duplicate any records maintained pursuant to this Agreement but only if such review is necessary for fiscal audit of this Agreement or medical audit, medical review, utilization review or other similar process regarding the Covered Services provided to Beneficiaries pursuant to this Agreement. Hospitals shall also make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care provided to Beneficiaries pursuant to this Agreement or investigating Beneficiary complaints. Upon request, Hospitals shall assist in any such audit or review. If St. Vincent's and/or Hospitals carry out any of their duties under this Agreement through an agreement with an individual or organization related to them, St. Vincent's shall include in such agreement a requirement that such related party shall comply with this same requirement. The parties agree that such access to patient medical records shall be subject to St. Vincent's and Hospital policies and procedures related to access to medical records and County agrees to reimburse Hospitals for any records duplicated for County or any County agency in accordance with the provisions of Section 4.6 of this Agreement.

2.7 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to a Hospital for Covered Services, the parties shall make best efforts to provide or obtain an authorization for Covered Services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. Hospitals agree to accept patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then a Hospital may cancel such appointment at its discretion. Notwithstanding the foregoing, if the appointments are not cancelled then County agrees to issue a retrospective authorization for payment for such service rendered. The County also agrees to issue a retrospective authorization if a Beneficiary seeks care at a Hospital emergency department or if a Hospital renders Covered Services to a Beneficiary without being aware at the point of service that the patient is a Beneficiary. Such authorizations shall be communicated via e-mail or fax in a timely manner. Hospitals may request an authorization via e-mail, phone or fax and County shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from County to Hospitals shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the Covered Services authorized.

Once a date range of Covered Services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized Covered Services.

2.8 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. When Beneficiary is discharged from any inpatient treatment, the Beneficiary shall be referred to County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center; provided, however, that a Beneficiary shall be permitted to receive at least one post-discharge visit with physicians who treated Beneficiary while he/she was an inpatient. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide or that are not available to the Beneficiary in a timely manner, and if Hospital does provide such diagnostic tests and/or procedures, the Beneficiary may be referred to Hospital. This referral shall require a Service Authorization Form pursuant to the terms outlined in Section 2.6.

III. TERM AND TERMINATION

3.1 This agreement shall become effective October 1, 2013 and ending September 30, 2015.

3.2 Except as provided in Section 5.4 hereof, the terms of this Agreement shall apply to Covered Services that are rendered on or after the effective date of this Agreement.

3.3 Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination shall be effective the last day of any month.

IV. RESPONSIBILITIES OF ST. VINCENT'S AND HOSPITALS

4.1 Hospitals shall provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. Hospitals shall not discriminate against any Beneficiaries in the provision of Covered Services.

4.2 St. Vincent's represents to County that at the time this Agreement is entered into, Hospitals possess all licenses required by law to operate as a hospital in the State of Alabama; Hospitals have been certified as meeting the Hospital Conditions of Participation for the

Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that Hospitals are accredited by the Joint Commission.

Hospitals will maintain in good standing all such licenses, certifications and accreditations during such period of time as this Agreement is in effect and County reserves the right to terminate this Agreement immediately upon notice in writing to Hospitals if Hospitals fail to do so. Upon request, Hospitals agree to furnish County with successive copies of Joint Commission certificates when such copies are received by Hospitals.

4.3 Hospitals agree to update and submit to County, upon request, a roster of active physicians on staff with admitting privileges at Hospitals.

4.4 St. Vincent's agrees that, upon termination of this Agreement for any reason, Hospitals will continue to provide Covered Services for specific conditions for which Beneficiary was an inpatient at the time of such termination, until such patient is discharged from the Hospital and County shall pay for such services in accordance with the terms of this Agreement.

4.5 Subject to compliance with Article IX, St. Vincent's and Hospitals shall maintain for at least five (5) years, or longer periods required by law, all records relating to Covered Services and shall make such records available for inspection and audit upon reasonable prior notice by County, the applicable payer or governmental authorities having jurisdiction. Such access to records shall continue for a period of five (5) years following termination of expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, Hospitals agree to transfer a copy of the medical records of any Beneficiary as requested by a person or entity entitled to access such records under HIPAA, subject to prepayment of the maximum charge as set forth in section 12-21-6.1 of the Code of Alabama, which currently states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.7 St. Vincent's shall make best efforts to immediately notify County of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to Beneficiaries under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

V. RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Hospitals for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII.

5.2 County agrees to guarantee payment to Hospitals for all Covered Services provided to Beneficiaries that were not authorized by County, if Hospitals can show that, at the time the patient was treated either (a) the Hospital took reasonable steps to comply with the requirements of section 2.6 of this Agreement or (b) the Beneficiaries presented to a Hospital emergency department.

5.3 County agrees to enter into provider contracts with a sufficient number of physicians who perform services at Hospitals in order to ensure that the Covered Services can be provided to the Beneficiaries.

5.4 The parties acknowledge and agree that Hospitals have previously submitted information to County regarding Hospital services rendered to patients who may have been Beneficiaries at the time such services were rendered. County agrees to pay Hospitals for such services rendered to individuals who were Beneficiaries at the time of service, provided that the service was rendered on or after October 1, 2012 and prior to the execution of this Agreement. Such payment will be made within thirty days after execution of this Agreement. The parties agree to cooperate with each other to determine amounts due to Hospitals pursuant to the terms of this Section. Without limiting the generality of the foregoing, County will provide St. Vincent's with a list of its Beneficiaries from the period from October 1, 2012 to the date of execution of this Agreement.

VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Hospitals based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement no later than one year after the last date that a Covered Service is rendered to a Beneficiary. All claims will be submitted by Hospitals will comply with the HIPAA Security Rule.

7.2 Hospitals shall not bill Beneficiaries for the difference between the payments agreed to in this Agreement and Hospitals' standard billed charges for Covered Services.

7.3 County shall not retroactively deny, adjust or seek recoupment or refund of a paid claim for Covered Services for any reason other than (a) fraud, (b) coordination of benefits or (c) duplicate payments on claims for the same Covered Service after a period of one year from

the date that the initial claim was paid.

VIII. LIABILITY AND INSURANCE

8.1 St. Vincent's and Hospitals shall only have a patient relationship with all Beneficiaries receiving Covered Services. County and St. Vincent's are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

8.2 St. Vincent's and County at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, St. Vincent's and County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure St. Vincent's, Hospitals and County and their respective employees against any event or loss which may impair the ability of St. Vincent's and County to fulfill their obligations as outlined in this Agreement.

IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement contains the entire Agreement between County and St. Vincent's with respect to the subject matter hereof. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and St. Vincent's. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

9.2 Assignment and Subcontracting. No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 Confidentiality/Records Maintenance. County and St. Vincent's agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.4 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to County and to St. Vincent's at the addresses below:

To County: Walter Jackson, Deputy County Manager
Jefferson County
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

To St. Vincent's: St. Vincent's Health System
810 St. Vincent's Drive
POB I, Third Floor
Birmingham, Alabama 35205
Attention: EVP/CFO

9.5 Authorization. Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County and St. Vincent's. The County and St. Vincent's Health System each represents and warrant to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization.

9.6 Title Not to Affect Interpretation. The paragraph and subparagraph headings in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its' interpretation.

9.7 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by St. Vincent's or County as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. St. Vincent's or County promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section.

9.8.1 Insurance. The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or self-insurance coverage insuring against losses and liabilities occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns.

In witness whereof, County and St. Vincent's have executed this Agreement through a duly authorized officer as of the date noted below.

County
W.D. Carrington

St. Vincent's Health System
David Cable

President
Jefferson County Commission

EVP/CFO
St. Vincent's Health System

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-13-2014-335

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a 2013/2014 Preferred Provider Agreement and Business Associate Agreement (on file in the Minute Clerk's Office) between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Baptist Health System, Inc. to provide in-patient hospital services for the period October 1, 2013 through September 30, 2015 in the amount of \$1,500,000.

2013/2014 PREFERRED PROVIDER AGREEMENT
COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between BAPTIST HEALTH SYSTEM, INC., an Alabama nonprofit corporation recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code ("BHS") and doing business as Princeton Baptist Medical Center ("Hospital") and THE JEFFERSON COUNTY COMMISSION d/b/a Cooper Green Mercy Health Services (County).

I. RECITALS

- 1.1 County is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its Beneficiaries.
- 1.2 Hospital are duly licensed by the State of Alabama and accredited by the Joint Commission on Accreditation of Healthcare Organizations.
- 1.3 County desires to contract with Hospital in order to provide services to County's Beneficiaries in a cost-effective manner.

II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

2.1 Covered Services means all health care services provided to Beneficiaries by Hospital. Hospital will not be required to provide services to any Beneficiary (a) that are not offered generally by Hospital or (b) if Hospital's capacity to offer such Covered Services is limited, as determined by Hospital.

2.2 Beneficiary or Approved Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List. County shall maintain the Approved Beneficiary List and shall furnish Hospital with electronic access to all applicable Approved Beneficiaries Lists. If the electronic access is not available, County shall provide current lists of Approved Beneficiaries on the 1st and 15th day of every month to BHS in electronic format. The list shall include first, middle and last names, address, and date of birth, sex, social security number and approval effective and termination dates of each Approved Beneficiary. County shall make its best efforts to provide Approved Beneficiaries with an Identification Card establishing Approved Beneficiary status.

2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from Hospital. Hospital shall submit such invoices no less frequently than monthly. County agrees to pay interest on any amounts not paid when due at the rate of 1 % per month. In the event that the payments are not received within 15 days of due date, BHS will have the right to terminate this Agreement immediately upon written notice to County.

2.4 Reimbursement for Hospital Services. Reimbursement for Covered Services will be due to Hospital in an amount equal to the payment that would be due under the Medicare payment methodology for the Covered Service in effect at the time that such Covered Service is rendered. The parties acknowledge and understand that the prevailing Medicare base rate will be multiplied by specific DRG weighting as established by CMS to determine actual reimbursement due to Hospital for inpatient services. The parties further acknowledge and understand that the prevailing Medicare base rate will be multiplied by the specific APC weighting as established by CMS to determine the actual reimbursement due to Hospital for outpatient services. The bundling and grouping provisions of the CMS outpatient prospective payment system will be followed by the parties.

The parties further agree that the rates payable under this contract are not subject to any payment adjustment required by the federal sequestration.

The parties further agree that the maximum amount payable to Hospital for services rendered during the contract term is \$1,500,000.

2.5 Access to Medical Records. Upon a reasonable written advance notice and subject to any required patient consent and during regular business hours, Hospital shall allow County (including County agencies) to review and duplicate any records maintained pursuant to this Agreement, but only if such review is necessary for fiscal audit of this Agreement or medical audit, medical review, utilization review or other similar process regarding the Covered Services provided to Beneficiaries pursuant to this Agreement. Hospital shall also make County records

available to applicable state and federal authorities and their agents involved in assessing the quality of care provided to Beneficiaries under this Agreement or investigating Beneficiary complaints. Upon request, Hospital shall assist in any such audit or review. If BHS and/or Hospital carry out any of their duties under this Agreement through an agreement with an individual or organization related to them, BHS shall include in such agreement a requirement that such related party shall comply with this same requirement. The parties agree that such access to patient medical records shall be subject to BHS and Hospital policies and procedures related to access to Medical records and that County shall reimburse Hospital for any records duplicated for County or any County agency in accordance with the provisions of Section 4.6 of this Agreement.

2.6 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to a Hospital for Covered Services, the parties shall make best efforts to provide or obtain an authorization for Covered Services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. Hospital agree to accept patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then the Hospital may cancel such appointments at their discretion. Notwithstanding the foregoing, if the appointments are not cancelled then County agrees to issue a retrospective authorization for payment for such service rendered. The County also agrees to issue a retrospective authorization if a Beneficiary seeks care at a Hospital emergency department or if a Hospital renders Covered Services to a Beneficiary without being aware at the point of service that the patient is a Beneficiary. Authorizations shall be communicated via e-mail or fax in a timely manner. Hospital may request an authorization via e-mail, phone or fax and County shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from County to Hospital shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the Covered Services authorized. Once a date range of Covered Services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized Covered Services.

2.7 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. At Beneficiary discharge from any inpatient treatment, the Beneficiary shall be referred to County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center; provided, however, that Beneficiary shall be permitted to receive at least one post-discharge visit with physicians who treated Beneficiary while he/she was an inpatient. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide or that are not available to the Beneficiary in a timely manner, and if Hospital does provide such diagnostic tests and/or procedures, the Beneficiary may be referred to Hospital. This referral shall require a Service Authorization Form pursuant to the terms as outlined in section 2.6 above.

III. TERM AND TERMINATION

3.1 This agreement is effective for the twenty-four (24) month period beginning October 1, 2013 and ending September 30, 2015.

3.2 The terms of this Agreement shall apply to Covered Services that are rendered on or after the effective date of this Agreement.

3.3 Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination shall be effective the last day of any month.

IV. RESPONSIBILITIES OF BHS AND HOSPITAL

4.1 Hospital shall provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. Hospital shall not discriminate against any Beneficiaries in the provision of Covered Services.

4.2 BHS represents to County that at the time this Agreement is entered into, Hospital possess all licenses required by law to operate as a hospital in the State of Alabama; that Hospital have been certified as meeting the Hospital Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that Hospital are accredited by the Joint Commission. Hospital will maintain in good standing all such licenses, certifications and accreditations during such period of time as this Agreement is in effect and County reserves the right to terminate this Agreement immediately upon notice in writing to BHS if Hospital fail to do so. Upon request, each Hospital agrees to furnish County with successive copies of Joint Commission certificates when such copies are received by such Hospital.

4.3 BHS agrees to update and submit to County, upon request, a roster of active physicians on staff with admitting privileges at Hospital.

4.4 BHS agrees that, upon termination of this Agreement for any reason, Hospital will continue to provide Covered Services for specific conditions for which Beneficiary was an inpatient at the time of such termination, until such patient is discharged from the Hospital and County shall pay for such services in accordance with the terms of this Agreement.

4.5 Subject to compliance with Article IX, BHS and Hospital shall maintain for at least five (5) years, or longer periods required by law, all records relating to Covered Services and shall make such records available for inspection and audit upon reasonable prior notice by County, the applicable payer or governmental authorities having jurisdiction. Such access to records shall continue for a period of five (5) years following termination or expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, Hospital agree to transfer a copy of the medical records of any Beneficiary as requested by a person or entity entitled to access such records under HIPAA, subject to prepayment of the maximum charge as set forth in section 12-21-6.1 of the Code of Alabama, which currently states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.7 BHS shall make best efforts to immediately notify County of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to Beneficiaries under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

V. RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Hospital for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII and subject to the payment cap in Section 2.4. County agrees to guarantee payment to Hospital for all Covered Services provided to Beneficiaries that were not authorized by County, if Hospital can show that, at the time the patient was treated, either (a) Hospital took reasonable steps to comply with the requirements of section 2.6 of this Agreement or (b) the Beneficiaries presented to a Hospital emergency department.

5.3 County agrees to enter a contract with Baptist Physician Alliance, LLC to ensure that the Covered Services can be provided to the Beneficiaries.

VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Hospital based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement no later than one year after the last date that a Covered Service is rendered to a Beneficiary. All claims will be submitted by Hospital will comply with the HIPAA Security Rule.

7.2 Hospital shall not bill Beneficiaries for the difference between the payments agreed to in this Agreement and Hospital's standard billed charges for Covered Services.

7.3 County shall not retroactively deny, adjust or seek recoupment or refund of a paid claim for Covered Services for any reason other than (a) fraud, (b) coordination of benefits or (c) duplicate payments on claims for the same Covered Service.

VIII. LIABILITY AND INSURANCE

8.1 Hospital and BHS shall only have a patient relationship with all Beneficiaries receiving Covered Services. County and BHS are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement. BHS and County at its sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, BHS and County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure BHS, Hospital and County and their employees against any event or loss which may impair the ability of BHS and County to fulfill their obligations as outlined in this Agreement.

IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement contains the entire Agreement between County and BHS. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and BHS. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

9.2 Assignment and Subcontracting. No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 Confidentiality/Records Maintenance. County and BHS agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.4 Bankruptcy and Insolvency. In the event that any party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect.

9.5 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to County and to BHS at the addresses below:

To County: Walter Jackson, Deputy County Manager
Jefferson County
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

To BHS: Keith Parrott
President and Chief Executive Officer
1130 Twenty Second Street South
Suite 1000
Birmingham, AL 35205

9.6 Authorization. Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County and BHS. The County and BHS each represents and warrants to the other that if necessary this Agreement has been properly approved by the governing board or body of the respective organization.

9.7 Title Not to Affect Interpretation. The paragraph and subparagraph headings in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

9.8 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by BHS or County as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. BHS or County promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section.

9.9 Insurance. The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or self-insurance coverage insuring against losses and liabilities occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns.

9.10 Statement of Compliance with Alabama Code Section 31-13-9. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

In witness whereof, County and BHS have executed this Agreement through a duly authorized officer as of the date noted below.

Jefferson County Commission
W.D. Carrington
President

Baptist Health System, Inc.
Keith Parrott
President and Chief Executive Officer

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-13-2014-336

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a 2013/2014 Preferred Provider Agreement - Physicians between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Baptist Physician Alliance, LLC to provide physician services for the period October 1, 2013 through September 30, 2015 in an amount not to exceed \$500,000

2013/2014 PREFERRED PROVIDER AGREEMENT - PHYSICIANS
COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between BAPTIST PHYSICIAN ALLIANCE, LLC, an Alabama limited liability company ("BPA") and THE JEFFERSON COUNTY COMMISSION d/b/a Cooper Green Mercy Health Services (County).

I. RECITALS

1.1 County is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its Beneficiaries.

1.2 BPA is duly licensed by the State of Alabama and provides physician services through its network of physicians ("Physicians") in the Greater Birmingham, Alabama Area.

1.3 County desires to contract with BPA in order to provide services through its Physicians to County's Beneficiaries in a cost-effective manner.

II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

2.1 Covered Services means all physician health care services provided to Beneficiaries by Physicians. BPA will not be required to provide services to any Beneficiary (a) that are not offered generally by Physicians or (b) if BPA's or Physicians' capacity to offer such Covered Services is limited, as determined by BPA.

2.2 Beneficiary or Approved Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List. County shall maintain the Approved Beneficiary List and shall furnish BPA and Physicians with electronic access to all applicable Approved Beneficiaries Lists. If the electronic access is not available, County shall provide current lists of Approved Beneficiaries on the 1st and 15th day of every month to BPA and Physicians in electronic format. The list shall include first, middle and last names, address, and date of birth, sex, social security number and approval effective and termination dates of each Approved Beneficiary. County shall make its best efforts to provide Approved Beneficiaries with an Identification Card establishing Approved Beneficiary status.

2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from Physicians. BPA shall cause Physicians to submit such invoices no less frequently than monthly. County agrees to pay interest on any amounts not paid when due at the rate of 1 % per month. In the event that if the payments are not received within 15 days of due date, BPA will have the right to terminate this Agreement immediately upon written notice to County.

2.4 Reimbursement for Physician Services. Reimbursement for Covered Services will be due to Physicians in an amount equal to the payment that would be due under the Medicare payment methodology for the Covered Service in effect that the time that such Covered Service is rendered. Billing will be done in accordance with Medicare rules.

The parties further agree that the rates payable under this contract are not subject to any payment adjustment required by the federal sequestration.

The parties further agree that the maximum amount payable to BPA for physician services during the contract term is \$500,000.

2.5 Access to Medical Records. Upon a reasonable written advance notice and subject to any required patient consent and during regular business hours, BPA shall cause Physicians to allow County (including County agencies) to review and duplicate any records maintained pursuant to this Agreement, but only if such review is necessary for fiscal audit of this Agreement or medical audit, medical review, utilization review or other similar process regarding the Covered Services provided to Beneficiaries pursuant to this Agreement. BPA shall cause

Physicians also to make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care provided to Beneficiaries under this Agreement or investigating Beneficiary complaints. Upon request, BPA shall cause Physicians to assist in any such audit or review. If BPA and/or Physicians carry out any of their duties under this Agreement through an agreement with an individual or organization related to them, BPA shall include in such agreement a requirement that such related party shall comply with this same requirement. The parties agree that such access to patient medical records shall be subject to BPA and Physician policies and procedures related to access to Medical records and that County shall reimburse Physicians for any records duplicated for County or any County agency in accordance with the provisions of Section 4.6 of this Agreement.

2.6 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to a Physician for Covered Services, the parties shall make best efforts to provide or obtain an authorization for Covered Services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. BPA shall cause Physicians to agree to accept patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then the Physicians may cancel such appointments at their discretion. Notwithstanding the foregoing, if the appointments are not cancelled then County agrees to issue a retrospective authorization for payment for such service rendered. The County also agrees to issue a retrospective authorization if a Beneficiary seeks care at a hospital emergency department or if a Physician renders Covered Services to a Beneficiary without being aware at the point of service that the patient is a Beneficiary. Authorizations shall be communicate via e-mail or fax in a timely manner. Physicians may request an authorization via e-mail, phone or fax and County shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from County to Physicians shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the Covered Services authorized. Once a date range of Covered Services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized Covered

Services.

2.7 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. At Beneficiary discharge from any inpatient treatment, the Beneficiary shall be referred to the County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center; provided, however, that Beneficiary shall be permitted to receive at least one post-discharge visit with Physicians who treated Beneficiary while he/she was an inpatient. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide or that are not available to the Beneficiary in a timely manner, and if Physician does provide such diagnostic tests and/or procedures, the Beneficiary may be referred to Physician. This referral shall require a Service Authorization Form pursuant to the terms as outlined in section 2.6 above.

III. TERM AND TERMINATION

3.1 This agreement is effective for the twenty-four (24) month period beginning October 1, 2013 and ending September 30, 2015.

3.2 The terms of this Agreement shall apply to Covered Services that are rendered on or after the effective date of this Agreement.

3.3 Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination shall be effective the last day of any month.

IV. RESPONSIBILITIES OF BPA AND PHYSICIANS

4.1 BPA shall cause Physicians to provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. BPA shall assure County that Physicians shall not discriminate against any Beneficiaries in the provision of Covered Services.

4.2 BPA represents to County that at the time this Agreement is entered into, Physicians possess all licenses required by law to practice as a physician in the State of Alabama; and that Physicians have been certified as meeting the Physician Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended). BPA shall cause Physicians to maintain in good standing all such licenses and certifications during such period of time as this Agreement is in effect and County reserves the right to terminate this Agreement immediately upon notice in writing to BPA if Physicians fail to do so.

4.3 BPA agrees to update and submit to County, upon request, a roster of active participating Physicians.

4.4 BPA agrees that, upon termination of this Agreement for any reason, it shall cause Physicians to continue to provide Covered Services for specific conditions for which Beneficiary was an inpatient at the time of such termination, until such patient is discharged from the hospital and County shall pay for such services in accordance with the terms of this Agreement.

4.5 Subject to compliance with Article IX, BPA shall cause Physicians to maintain for at least five (5) years, or longer periods required by law, all records relating to Covered Services and shall make such records available for inspection and audit upon reasonable prior notice by County, the applicable payer or governmental authorities having jurisdiction. Such access to records shall continue for a period of five (5) years following termination of expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, BPA shall cause Physicians to transfer a copy of the medical records of any Beneficiary as requested by a person or entity entitled to access such records under HIPAA, subject to prepayment of the maximum charge as set forth in section 12-21-6.1 of the Code of Alabama, which currently states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.7 BPA shall make best efforts to immediately notify County of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to Beneficiaries under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

V. RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Physicians for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII and subject to the payment cap in Section 2.4.

5.2 County agrees to guarantee payment to Physicians for all Covered Services provided to Beneficiaries that were not authorized by County, if Physicians can show that, at the time the patient was treated, either (a) Physicians took reasonable steps to comply with the requirements of section 2.6 of this Agreement or (b) the Beneficiaries presented to a hospital emergency department and Physician provided emergency care to the Beneficiary.

5.3 County agrees to enter into a contracts with Baptist Health System to ensure that Covered Services can be provided to the Beneficiaries by Physicians.

VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Physicians based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement no later than one year after the last date that a Covered Service is rendered to a Beneficiary. BPA will cause all claims submitted by Physicians to comply with the HIPAA Security Rule.

7.2 BPA shall cause Physicians to not bill Beneficiaries for the difference between the payments agreed to in this Agreement and Physicians' standard billed charges for Covered Services.

7.3 County shall not retroactively deny, adjust or seek recoupment or refund of a paid claim for Covered Services for any reason other than (a) fraud, (b) coordination of benefits or (c) duplicate payments on claims for the same Covered Service.

VIII. LIABILITY AND INSURANCE

8.1 Physicians and BPA shall only have a patient relationship with all Beneficiaries receiving Covered Services. County and BPA are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

8.2 BPA shall cause each Physician at its sole expense, to maintain professional liability insurance in an amount not less than \$1,000,000/\$3,000,000 during the term of this Agreement. County at its sole expense agrees to maintain adequate insurance, or, in lieu of purchasing such coverage, County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure their employees against any event or loss which may impair the ability of County to fulfill its obligations as outlined in this Agreement.

IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement contains the entire Agreement between County and BPA. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and BPA. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

9.2 Assignment and Subcontracting. No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 Confidentiality/Records Maintenance. County and BPA agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.4 Bankruptcy and Insolvency. In the event that any party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect.

9.5 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to County and to BPA at the addresses below:

To County: Walter Jackson, Deputy County Manager

Jefferson County
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

To BPA: Scott Fenn, President

Baptist Physician Alliance
1130 Twenty Second Street South
Suite 1000
Birmingham, AL 35205

9.6 Authorization. Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County and BPA. The County and BPA each represents and warrants to the other that if necessary this Agreement has been properly approved by the governing board or body of the respective organization.

9.7 Title Not to Affect Interpretation. The paragraph and subparagraph headings in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its' interpretation.

9.8 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by BPA or County as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in

any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. BPA or County promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section.

9.9 Statement of Compliance with Alabama Code Section 31-13-9. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

In witness whereof, County and BPA have executed this Agreement through a duly authorized officer as of the date noted below.

Jefferson County Commission	Baptist Physician Alliance, LLC
W.D. Carrington	Scott Fenn
President	President

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-13-2014-337

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Business Associate Addendum between Jefferson County, Alabama and Baptist Health System, Inc. to allow disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

May-13-2014-338

Motion was made by Commission Stephens seconded by Commissioner Bowman that the following item be added as New Business. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 8inch gravity and 18-inch force main sewers in Alabama Highway 150 in the City of Hoover.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and George Tomlin - Managing Member, Hoover Investment Partners, LLC for the construction of a sanitary sewer in the right-of-way of Alabama Highway 150 in the City of Hoover, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number:
Permit No.
P.E.
R.O.W.
Utilities
Construction
Maintenance Section
Location of Accommodation: Milepost 7 to 8

THIS AGREEMENT is entered into this the day of , 20 , by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and JEFFERSON COUNTY a Utility hereinafter referred to as the

APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in JEFFERSON County, Alabama, said project or maintenance section being designated as _____, and consisting approximately of the following:

approximately 870 linear feet of 8 inch diameter and 18 inch diameter, Class 52 ductile iron sanitary sewer pipe in Alabama Highway 150 ROW in the City of Hoover

WHEREAS, the STATE hereby grants to the APPLICANT approval to cross or locate its facilities on the public rightof-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.
4. The Clean Water Act, 1987 and the Alabama Non-point Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$20,000 to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. The APPLICANT will protect, defend, indemnify, and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

8. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public rightof-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

Environmental Service Department

WITNESS:

W. D. Carrington, President - Jefferson County Commission

RECOMMENDED FOR APPROVAL:

_____, District Manager

_____, Division Engineer

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

_____, Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this _____ day of _____, 20____, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Hoover Investment Partners, LLC (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular and running parallel to Alabama Highway 150 near the intersection with Grove Blvd.; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter "ALDOT") owns or controls the property (hereinafter "state property") and will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with ALDOT providing for Jefferson County to perform such installation upon the stipulation, that the Owner would actually perform such installation and would indemnify and hold harmless Jefferson County with respect to Owner's performance thereof.

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The purpose of said subject sanitary sewer installation is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter "Owner's Benefitted Property") (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner's obligations herein.
2. Jefferson County shall enter into an Agreement with ALDOT ("ALDOT Agreement") for providing for the installation of an 8 inch gravity flow sewer and for the relocation of an existing 18 inch force main sewer that will connect to two separate existing Jefferson County sanitary sewers, both located within Alabama Highway 150 road right of way near the intersection with Grove Blvd., which both drain to the Valley Creek sanitary sewer collection system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.
3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.
4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A) by said ALDOT.
5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A) also including any future amendments that may be made by ALDOT.
6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefitted property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse Jefferson County for the cost of any such work. It should be noted, sanitary sewer service lines (4 inch and 6 inch located between the County sanitary sewer main and structure) are not maintained by Jefferson County and as such they are the sole responsibility of the Owner to maintain.
7. Sanitary sewer mains (8 inch and larger) or manholes that are installed or modified must, per County regulations, have a one year

warranty by the contractor responsible for said installation or modifications. After said warranty period has expired, the sanitary sewer mains and/or manholes will be the responsibility of the County to maintain with the exception being any damages that may be caused by the property owner and/or their contractor in which said property owner would then be responsible for said repairs that must conform to County regulations.

8. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner's successors and assigns.

Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this _____ day of _____, 20____
Hoover Investment Partners, LLC (Exhibits on file in the Minute Clerk's Office)

George Tomlin - Manager

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Commission Carrington stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that an Executive Session be convened. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened Tuesday, May 20, 2014, at 9:00 a.m. with the following members present:

District 1 George F. Bowman

District 2 Sandra Little Brown

District 3 James A. (Jimmie) Stephens

District 4 Joe Knight

District 5 David Carrington

Commission Carrington stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that an Executive Session be convened. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:30 p.m., Thursday, May 22, 2014.

President

ATTEST

Minute Clerk