

STATE OF ALABAMA)

JEFFERSON COUNTY) May 30, 2013

The Commission convened in regular session at the Birmingham Courthouse at 9:16 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 May 16, 2013 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on May 28, 2013, and approved the following items to be placed on the May 30, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1 and Addendum Items 8 through 13.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 2 through 19 and an additional Roads & Transportation item.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 4.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 3 and Addendum Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 20 and Addendum Items 5,6 and 7.

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May-30-2013-349

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Village Creek WWTP Immediate Need, Project No. E.07030.W.C., such bids having been opened on Thursday, April 4, 2013 and listed as follows:

	Contractor	Amount of Bid
1.	Haren Construction Company	\$5,426,000.00
2.	J & P Construction Company	\$4,209,006.00
3.	Morgan Contracting, Inc.	\$4,821,726.00
4.	P. F. Moon & Company, Inc.	\$4,048,000.00

WHEREAS, after tabulation and certification by Hazen and Saywer, P.C., it has been recommended that the contract for the Village Creek WWTP Immediate Need, Project No. E.07030.W.C. be awarded to P. F. Moon & Company, Inc. in the amount of \$4,048,000.00.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, David Carrington be and hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson, County, Alabama.

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

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May-30-2013-350

WHEREAS, Jefferson County, Alabama approved a reimbursement agreement with the Alabama Department of Transportation (ALDOT), on March 14, 2006, M.B. 150, Pages 432-435, to allow ALDOT to reimburse the County for all expenses related to the relocation of an 18 inch force main to accommodate the Alabama Department of Transportation (ALDOT) SR150 Bridge Replacement Project at Shades Creek and CSX Railroad; and

WHEREAS, the Alabama Department of Transportation (ALDOT), has requested additional surveying work not included in the original reimbursement agreement; and

WHEREAS, subsequent site investigation predicts additional construction costs not anticipated in the original reimbursement agreement; and

WHEREAS, the Alabama Department of Transportation (ALDOT), has subsequently revised the reimbursement agreement, and

WHEREAS, the corrections have been incorporated in a replacement reimbursement agreement, to be executed by the Alabama Department of Transportation (ALDOT), and requires approval and execution by the Jefferson County Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. The Agreement of March 14, 2006, M.B. 150, Pages 432-435, between Jefferson County Commission and the Alabama Department of Transportation (ALDOT), in the amount of \$498,900.00 is hereby withdrawn; and
2. The replacement reimbursement agreement between Jefferson County Commission and the Alabama Department of Transportation (ALDOT), (copy attached) in the amount of \$1,555,183.91 to allow ALDOT to reimburse the County for all expenses related to the relocation of an 18 inch force main to accommodate the Alabama Department of Transportation (ALDOT) SR150 Bridge Replacement Project at Shades Creek and CSX Railroad, is hereby approved and the President is authorized to execute the replacement agreement on behalf of Jefferson County, Alabama.

REIMBURSABLE AGREEMENT  
FOR RELOCATION OF UTILITY FACILITIES  
ON PRIVATE OR PUBLIC RIGHT-OF-WAY  
WORK TO BE PERFORMED BY STATE CONTRACTOR  
PROJECT NUMBER

Private Right-of-Way

Utilities

Public Right-of-Way

Construction BR-7009(600)

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and Jefferson County Commission, Jefferson Co., AL, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. BR-7009(600) and consisting approximately of the following: Bridge replacement and associated roadway approaches at Shades Creek and the CSX Railroad on S.R. 150 M.P. 6.4 west of Shades Creek to M.P. 7.1 east of Shades Creek; Grade, Drain, Base, Pave, Signals, and Bridge; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation.

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and are incorporated by reference herein as if fully set forth. The estimated cost of the "In-Kind" relocation including engineering is \$1,555,183.91.

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract.

b. In the event a Consultant Engineer acceptable to the STATE is utilized by the UTILITY, the actual cost of the Engineer will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of the design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

The detailed cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information. The estimated cost for Engineering required by the relocation of utility facilities is included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering

Phases will apply to work performed by UTILITY Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

The STATE'S share of the engineering charges shall be limited to the "in-kind" work only.

c. This agreement includes betterment  Yes  No.

If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and a "betterment" estimate. After opening of bids in accordance with 23 CFR Part 635 and applicable State law and prior to award of the STATE'S Contract, the STATE will invoice the UTILITY for the low-bid Contractor's price for the betterment items. This invoice will be paid by the Utility prior to contract award, or the "betterment" items will be deleted from the contract and it may be awarded without betterment. At the completion of the project, a final accounting will be held. At this time any funds due the UTILITY will be returned or if funds are due the STATE, the UTILITY will be sent a Final Invoice for the amount due and the UTILITY will promptly pay such amount to the STATE.

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$1,555,183.91. The total estimated cost including betterment is \$1,555,183.91.

If an adjustment for betterment is applicable, the STATE shall reimburse the UTILITY based on the percentage ratio of "in-kind" cost and "betterment" cost and being 100.00 percent of the total actual cost of relocation, as "in-kind", and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, then the STATE may recalculate the percentages at any time.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions are applicable hereto, for both installation and maintenance of such facilities. The Utility Manual is hereby incorporated by reference herein as if fully set forth.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. The manual is hereby incorporated by reference herein as if fully set forth.

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The STATE Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, the Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the STATE Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the STATE Project Engineer.

5. Code of Federal Regulations 23 C.F.R. Part 645 is hereby incorporated by reference herein as if fully set forth, and will be followed by the UTILITY as the provisions are applicable hereto.

6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.

8. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by appropriate instrument the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

9. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as

necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time the relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and the relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

10. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns responsible for any damages to private property, public utilities or the general public, caused by the conduct, (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.

11. By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

12. In the event that a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until the Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

13. Nothing contained in this Agreement, or in its execution, 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 UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

14. Paragraph 14 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

15. In the event any Federal Funds are utilized for this work, the following certification is made: The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U. S. C. Section 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. Exhibit N is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

WITNESS:

Division Engineer  
Robert G. Lee

RECOMMENDED FOR APPROVAL:

W. D. Carrington  
Jefferson County Commission, Jefferson Co., AL

Utilities Engineer

APPROVED AS TO FORM:

Jim Ippolito, Jr. Chief Counsel,

Alabama Department of Transportation

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper

Transportation Director

The within and foregoing Agreement is hereby approved on this     day of     , 20 .

Robert Bentley

GOVERNOR

STATE OF ALABAMA

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

May-30-2013-351

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute the Amendment No. 1 to the contract between Jefferson County, Alabama and Schwing Bioset to provide additional replacement parts for the rebuild of one pump and maintenance services and parts on a second pump critical to the solids dewatering process on Schwing Cake Pumps at the Village Creek WWTP in the amount of \$64,520.80.

AMENDMENT NO. 1

TO THE CONTRACT FOR SERVICE REPAIRS ON SCHWING CAKE PUMPS @VILLAGE CREEK WASTEWATER TREATMENT PLANT (PER ITB 165-12) JEFFERSON COUNTY ENVIRONMENTAL SERVICE DEPARTMENT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the OWNER" and Schwing Bioset, Inc., hereinafter called "the CONTRACTOR" to provide equipment/parts and repairs/service related to the Village Creek Wastewater Treatment Plant. The original contract was approved on December 10, 2012 and is recorded in minute book 164, pages 185-190.

WITNESSETH:

WHEREAS, the OWNER agrees that additional parts and work are necessary to complete the scope per the provisions of ARTICLE 14 – Amendment of Agreement; and

WHEREAS, the CONTRACTOR agrees that more parts and work are necessary; and

WHEREAS, the OWNER 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:

I. AMENDMENT TO ARTICLE 2 – SCOPE OF WORK

Amend Article 2 – Scope of Work, to include the following additional parts :

All parts as detailed on Schwing Bioset Quotation Number 60704204 , copy attached.

II. AMENDMENT TO ARTICLE 7 – Compensation

Amend Article 7, section C. Equipment/Parts –as follows:

1. In consideration of the change in the Scope of Work of the project as described by this AMENDMENT, the basis of compensation to the CONTRACTOR shall be increased by \$64,520.80 to a revised maximum contract amount of \$364,280.80

The amendment amount above is the sum of the following components:

1. Parts as detailed in Schwing Bioset Quotation 60704204: \$64,520.80

ARTICLE III

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013,

and the OWNER on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Schwing Bioset, Inc.

Gregg Johnson, Vice President of Finance

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

ATTEST

Minute Clerk

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

May-30-2013-352

Municipal Water Pollution Prevention Resolution Form

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

BE IT RESOLVED that the Jefferson County Commission inform the Department of Environmental Management that the following actions were taken by Jefferson County Commission:

1. Provided a copy of the MWPP Annual Reports for calendar year 2012 and reviewed the results of the reports as presented by the Environmental Services Department and the County Manager for the following:

- Cahaba River WWTP
- Five Mile WWTP
- Leeds WWTP
- Prudes Creek WWTP
- Trussville WWTP
- Turkey Creek WWTP
- Valley Creek WWTP
- Village Creek WWTP
- Warrior WWTP

2. Set forth the following action plan intended to maintain effluent requirements contained in the NPDES permits, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plants:

- a) Perform capacity analysis of wet-weather SSO areas
- b) Initiate a hydraulic model of the Valley Creek WWTP Collection System
- c) Develop corrective plans if capacity deficiencies are discovered through hydraulic modeling and engineering analysis
- d) Repair defects contributing to SSOs identified in ongoing SSES work
- e) Perform additional SSES activities of S50 areas if needed to refine corrective action plans
- f) Eliminate the Eastern Valley Road Force Main
- g) Provide adequate levels of maintenance to reduce the occurrence and volume of dryweather SSOs
- h) Provide adequate levels of maintenance to ensure the WWTPs meet all NPDES permit conditions

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

JEFFERSON COUNTY COMMISSION  
 Finance Department  
 Unusual Demands  
 5/30/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR REVENUE MAIL OUT.	GEN SVCS: ADMIN	99.00	1900070482
*DISTRICT 1					99.00	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COM DEV - CD-RS/CD LABELS (C. CALHOUN)	COMMUNITY DEV	30.98	1900070235
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COM DEV - LEAK TEST (R. HAVING)	COMMUNITY DEV	39.00	1900070236

DISTRICT 2	1000193	JEFFERSON CO TREASURER	LIFTING SLING WIRE ROPE - KETONA	R&T: HIWAY MAINT-KETONA	179.35	1900070317
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, RAIN GAUGE, PIPE, SUPPLIES - BESSEMER	R&T: HIWAY MAINT-BESS	101.49	1900070304
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PHONE JACK, AIR CONDITIONER, LOCKS & DRILL BITS	R&T: HIWAY MAINT-KETONA	146.68	1900070267
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FENCING - 3 ROLLS - KETONA	R&T: HIWAY MAINT-KETONA	243.60	1900070282
DISTRICT 2	1000193	JEFFERSON CO TREASURER	OFF SPRAY, PARKING FEES, SWING BACK TRAILER-BESSEM	R&T: HIWAY MAINT-BESS	41.48	1900070520
*DISTRICT 2					782.58	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE - REIMB. FOR OFFICE SUPPLIES - 8. 25	REVENUE	8.25	1900070266
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SANITIZER WIPES	SHER CORRECT-BHAM	47.94	1900070268
*DISTRICT 3					56.19	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR CO CLEANUP TO LD	STORM WATER MGT	19.85	1900070443
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR CO CLEANUP TO DH	STORM WATER MGT	22.68	1900070445
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR CO CLEANUP TO OI	STORM WATER MGT	11.75	1900070444
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE SUPPLIES	STORM WATER MAGT	11.99	1900070284
*DISTRICT 4					66.27	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BRUSH CARTRIDGE PAINT WORK LIGHT LIGHTING GLUE PHN	ES: VALLEY CREEK WWTP	1,699.60	1900070219
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOOL;SHEAR PINS;POLY TANK SAMPLER;	ES: FIVE MILE CREEK WWTP	143.24	1900070250
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS, BATTERY, HINGES	ES: TRUSSVILLE WWTP	80.60	1900070288
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOOTH FEE FOR CLOVER CRAWL GREEN EXPO 2013	ES: BARTON LAB	25.00	1900069676
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFUND OF TRAVEL COST DUE EMPLOYEE GARY NELSON	ES: CAHABA RIVER WWTP	13.37	1900070013
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FMALE COUPLINGS,HOSE END WELD,MOBILE TABLET MOUNT	ES: VILLAGE LINE MAINT	155.88	1900070090
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ROPE,KNEEPADS,STAMPS,POWER INVERTER,SCREWS,HITCH P	ES: ADMIN LINE MAINT	74.65	1900070089
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FEDERAL EXPRESS PRIORITY OVERNIGHT	COMMISSIONER, DISTRICT 5	39.87	1900070221
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOSE FOR CHANGING OIL	ES: LEEDS WWTP	7.98	1900070234
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WEF MEMBERSHIP RENEWAL, PLUMBING REPAIR KIT	ES: VILLAGE CREEK WWTP	377.08	1900070227
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DIESEL FLUID;LADDERS;MONITOR;PLUGS;BREAKER;CONNECT	ES: VILLAGE ELEC SHOP	393.69	1900070228
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHOP VAC, PAINT, ELECTRICAL PARTS	ES: VILLAGE CREEK WWTP	273.33	1900070229
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR COMPLIANCE DOCUMENTS TO EPA	ES: SANITATION ADMIN	17.27	1900070237
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PICTURE HANGERS FOR PLANT AWARDS	ES: CAHABA RIVER WWTP	2.18	1900070555
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERIES FOR GAS DETECTOR	ES: CAHABA RIVER WWTP	11.76	1900070556
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC FITTINGS FOR PRESS BLDG	ES: CAHABA RIVER WWTP	9.84	1900070557
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LEAK DETECTOR FOR A/C UNITS	ES: CAHABA RIVER WWTP	99.99	1900070558
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE PARTS	ES: CAHABA RIVER WWTP	42.98	1900070502
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C DRAIN REPAIR PARTS	ES: CAHABA RIVER WWTP	12.23	1900070295
DISTRICT 5	1000193	JEFFERSON CO TREASURER	VALVE TO REPAIR WATER LEAK	ES: CAHABA RIVER WWTP	10.39	1900070296
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BULBS FOR EQUIPMENT PANELS	ES: LEEDS WWTP	31.00	1900070347
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CASCADE,CDL'S,POSTAGE,SPEAKER,BALLAST,BULBS,T-SHIR	ES: SHADES LINE MAIN	417.83	1900070483
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INPUT GEARS;	ES: FIVE MILE CREEK WWTP	324.84	1900070270
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INPUT PINIONS;	ES: FIVE MILE CREEK WWTP	210.08	1900070271
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC COUPLING AND EL	ES: CAHABA RIVER WWTP	4.48	1900070292
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT BATTERY BACK-UP (UPS) FOR SERVER	ES: CAHABA RIVER WWTP	209.99	1900070294
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS, KEYS, FILTER, LATCH, ELEMENT	ES: VILLAGE MAINT SHOP	270.01	1900070303
DISTRICT 5	1028649	COMFORT OSEI-WUSU	ASSESSOR-OSEI-WUSUCOMFORT-2012CLERICALASSMNT	PER BD: TESTING	175.00	1900070470
*DISTRICT 5					5,134.16	
**					<b>6,138.20</b>	

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

May-30-2013-353

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 05/07/13 - 05/13/13

- ALL JEFFERSON COUNTY DEPARTMENTS FROM CCA FINANCIAL LLC, RICHMOND, VA, TO EXTEND BID FOR MASTER LEASING UNTIL 9/30/13. NEW BID 60-13 IS BEING PROCESSED. EXTENSION NEEDED UNTIL NEW CONTRACT IS IN PLACE. REFERENCE BID # 96-10
- ENVIRONMENTAL SERVICES FROM THOMPSON TRACTOR COMPANY INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR CUMMINS AUTOMATIC TRANSFER SWITCH 44-AMP AND CONFIGURATION, REMOTE TANK ON AN AS NEEDED BASIS. REFERENCE BID # 91-13
- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM CAHABA TRACTOR COMPANY, PELHAM, AL, TO AWARD BID FOR THE PURCHASE OF BOOM CUTTER, 3PT HITCH, 14FT BOOM, 40 INCH CUT.  
SAP PURCHASE ORDER # 2000072322                      \$21,990.00    TOTAL              REFERENCE BID # 98-13
- ENVIRONMENTAL SERVICES: FIVE MILE MAINTENANCE SHOP FROM FASTENAL INDUSTRIAL, BIRMINGHAM, AL, TO PURCHASE FITTINGS AND SUPPLIES ON AN AS NEEDED BASIS FOR THE PERIOD OF MAY 3, 2011 TO FEBRUARY 28, 2014. SAP PURCHASE ORDER # 2000072380\$7,204.43    TOTAL  
STATE OF ALABAMA CONTRACT # 4011619, BID T800
- ENVIRONMENTAL SERVICES: ADMINISTRATION FROM TRAILER WORLD INCORPORATED, OZARK, AL, TO PURCHASE AN 8 X 30 (20K) GOOSENECK TRAILER WITH 25' FLAT DECK, 5' DOVETAIL AND TWO 10,000 LB AXLES.  
SAP PURCHASE ORDER # 2000072698                      \$7,150.00    TOTAL
- ROADS AND TRANSPORTATION FROM HEAVY MACHINERY & TRACTOR COMPANY, ALBERTVILLE, AL, TO AWARD BID FOR THE PURCHASE OF FIVE (5) 60" BOOM AXE DECKS (MOWER DECKS). SAP PURCHASE ORDER # 2000072811  
\$30,000.00    TOTAL              REFERENCE BID # 99-13
- PERSONNEL BOARD OF JEFFERSON COUNTY FROM DELL MARKETING LP, ROUND ROCK, TX, TO AWARD BID FOR STORAGE AREA NETWORK. SHOPPING CART #'S: 1000196618 & 1000197396                      \$26,002.40    TOTAL

REFERENCE BID # 100-13

For Week of 05/14/13 - 05/20/13

1. HUMAN RESOURCES DEPARTMENT FROM EDPM, BIRMINGHAM, AL, TO EXTEND THE CURRENT AGREEMENT TO AUGUST 30, 2013 FOR EMPLOYMENT PHYSICAL EXAMINATION AND SUBSTANCE ABUSE SERVICES ON AN AS NEEDED BASIS UNTIL COMPLETION OF THE BIDDING PROCESS WHICH IS EXPECTED TO BE COMPLETED WITHIN THIS TIME PERIOD. RFP IS SCHEDULED TO BE RELEASED IN JUNE. CLARITY CONTRACT # CON-00002346
2. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GCR TRUCK TIRE CENTER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY INVOICES FOR THE REMAINDER OF FISCAL YEAR 2013. SAP PURCHASE ORDER # 2000068288      CHANGE ORDER      \$ 50,000.00  
STATE OF ALABAMA CONTRACT # 4012430, BID T106      PURCHASE ORDER \$145,000.00      TOTAL
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM WINGFOOT COMMERCIAL TIRE SYSTEMS LLC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY INVOICES FOR THE REMAINDER OF FISCAL YEAR 2013. SAP PURCHASE ORDER # 2000068291 CHANGE ORDER      \$ 85,000.00  
STATE OF ALABAMA CONTRACT # 4012431, BID T106      PURCHASE ORDER \$250,000.00      TOTAL
4. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM DEWEY BARBER      CHEVROLET, WARRIOR, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY      INVOICES FOR THE REMAINDER OF FISCAL YEAR 2013. SAP PURCHASE ORDER # 2000068835      CHANGE ORDER      \$3,500.00  
PURCHASE ORDER \$8,400.00      TOTAL

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

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May-30-2013-354

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 05/07/13 - 05/13/13

1. THERE ARE NO EXCEPTIONS TO REPORT.

For Week of 05/14/13 - 05/20/13

1. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES FROM CARDINAL HEALTH, STONE MOUNTAIN, GA, TO PAY FOR PAST DUE INVOICES. ACCOUNTING NOTIFIED REGARDING ACCRUAL FOR FY12.  
SAP PURCHASE ORDER # 2000072863      FISCAL YEAR 2012 \$ 9,031.25      FISCAL YEAR 2013 \$ 4,792.62  
\$13,823.87      TOTAL

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

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May-30-2013-355

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 5/7/13 - 5/13/13 and 5/14/13 - 5/20/13, be and hereby is approved.

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

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May-30-2013-356

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union credit card statement of April 25, 2013.



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

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May-30-2013-357

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following intergovernmental agreement between Jefferson County, Alabama and Alabama Board of Education as a participant in the Jefferson County Regional Purchasing Cooperative.

INTERGOVERNMENTAL AGREEMENT ESTABLISHING  
THE JEFFERSON COUNTY REGIONAL PURCHASING COOPERATIVE

This Agreement made this 16<sup>th</sup> day of May, 2013, between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and adjoining counties, of Alabama as choose to be governed by the provisions of the Jefferson County Regional Purchasing Cooperative as hereinafter set forth.

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-1621.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION I

The parties hereto do hereby create, as a voluntary association, the Jefferson County Regional Purchasing Cooperative, hereinafter referred to as "the Cooperative," for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the County shall seek input from the other participants to insure that said specifications meet the broadest range of needs, Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the state of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open the bids on behalf of the other participating governments at the time and in the manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama 541-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments . The total expense of this personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to the determination of the above mentioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and adjoining counties, of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

ALABASTER BOARD OF EDUCATION

Phil Hammonds, Superintendent

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

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STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization (3 participants)	(State funds)	
David Ogden		\$545.00
Robert Jones		\$539.25
Keith Fravert		\$539.25
IAAO USPAP Certification Class		
Montgomery, AL – June 12-14, 2013		
Environmental Services (2 participants)		
David Willoughby		\$125.00
Gary Nelson		\$125.00
AWPCS Short Course Conference		
Montgomery, AL – July 29-30, 2013		
Environmental Services (2 participants)		
David Short		\$3,999.05
Anand David		\$3,999.05
CitectSCADA Configuration Architecture & Redundancy		
Alpharetta, GA – July 15-19, 2013		
Tax Assessor - Bessemer (2 participants)		
Cheryl Hoskins & Cindy Jinks		\$1,100.00
Fundamentals of Real Property & Textbook		
Hoover, AL – September 9-13, 2013		
Individual Staff Development		
Land Development		
Philip Richardson		\$625.00
American Society of Landscape Architects 2013 National Meeting		
Boston, MA – November 15-19, 2013		
Revenue		
Marlin Allen		\$195.00
Local Tax Option		
Pelham, AL – July 10-12, 2013		
Revenue		
Bruce Thompson		\$2,114.10
Tax Audit		
Providence, RI – July 13-21, 2013		
Revenue		
Wesley Moore		\$1,746.25
Tax Audit		
Hanover, MD & Greensboro, NC – June 22-28, 2013		
Tax Assessor - Bessemer		
Maria Knight	(State funds)	\$858.65
Appraisal Manual Commercial		
Montgomery, AL – June 24-28, 2013		
Tax Assessor - Bessemer		
Quin Hameen	(State funds)	\$707.76
Management and Supervision		
Montgomery, AL – July 9-12, 2013		
Tax Assessor - Bessemer		
Daniel McAlpine	(State funds)	\$787.81
Fundamentals of GIS		
Auburn, AL – July 16-19, 2013		
Tax Collector - Bessemer		
Grover Dunn		\$1,908.03
AL Assn. of Tax Administrators Summer Conference		
Orange Beach, AL – June 16-20, 2013		
Personnel Board		
Robert Jones		\$1,100.00
World at Work Quantitative Methods Seminar		

Birmingham, AL – July 17-18, 2013

Tax Assessor - Birmingham  
Gaynell Hendricks  
AATA

\$1,461.41

Orange Beach, AL – June 16-19, 2013

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

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BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. State Courts \$481,000

Increase expenses to cover the contract with the State of Alabama to provide funding for the Bailiffs.

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

2. Jefferson County Commission - District I \$43,236

Increase funds for Commission District I office for the remaining of FY2013.

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

For Information Only

3. Personnel Board \$86,791

Shift funds from other professional services to cover salary shortages, recruiting and promotional signage and to purchase a replacement scanner.

4. Sheriff’s Office \$110,000

Shift funds from salaries to laundry services to cover the laundry contract for the remainder of this fiscal year due to closing of Central Laundry.

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

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May-30-2013-358

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 VNX 5700 data storage maintenance for the period March 19, 2013 - March 20, 2014 in the amount of \$56,705.45.

CONTRACT NO. CON00005107

VNX 5700 Data Storage Maintenance

THIS AGREEMENT entered into this 23<sup>rd</sup> day of April, 2013, by and between Jefferson County Alabama hereinafter called "the County", and Teklinks, Inc., called "the Contractor", located at 201 Summit Parkway, Homewood, AL 35222. The effective date of this agreement shall be March 19, 2013.

WHEREAS, the County. desires to contract for VNX5700 Data Storage Maintenance for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said VNX5700 Data Storage Maintenance 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.

SCOPE OF SERVICES: This contract results from Jefferson County's ITB 82-13. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Teklinks, Inc. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties.

2. Maintenance and support will be provided Monday through Friday 8:00 A.M. to 5:00 P.M. local time.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services at any time after the effective date of this Contract. The Contract term expires March 20, 2014, with the County's option to renew for two additional one year terms.

4. COMPENSATION: The Contractor shall be compensated a sum in the amount of \$56,705.45, (See Appendix A).

5. PAYMENT TERMS: NET 30

6. 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 is 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.

7. 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 subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

8. 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.

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

10. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

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. 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. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

13. 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.

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 General and Professional liability insurance of \$1,000,000 per occurrence.

16. STATEMENT OF COMPLIANCE: 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.

17. 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.

18. 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.

19. 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 Commission

Teklinks, Inc.

W.D. CARRINGTON, PRESIDENT

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

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May-30-2013-359

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. III to the agreement between Jefferson County, Alabama and Unisoft International, Inc., d/b/a SMA to provide software license and maintenance support for OpCon-XPS Job Scheduler for the period September 1, 2013 - August 31, 2014 in the amount of \$69,564.

CONTRACT NO.CON0003013

Contract Amendment No. III

This Amendment to Contract entered into this 18<sup>th</sup> day of April, 2013, between Jefferson County, Alabama, hereinafter referred to as "the County", and Unisoft International Inc., d/b/a SMA, hereinafter referred to as the "Contractor" to provide Software License and Maintenance Support for OpCon-XPS Job Scheduler.

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 original contract between the parties referenced above was approved by the Commission on August 23, 2011, recorded in MB 162, page(s) 155-160; Amendment I approved February 8, 2011; Amendment II approved September 11, 2012, and is hereby amended as follows:

Item 11. Support Charges Unisoft International, Inc., d/b/a SMA quote dated March 21, 2013, in the amount of \$69,564.00, for the period 9/1/13 to 8/31/14, is incorporated herein by reference and attached hereto.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

Unisoft International, Inc., d/b/a SMA

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Authorized Signature

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

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May-30-2013-360

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Ingenuity, Inc. to provide Web Development Content Management System and maintenance support for the period June 17, 2013 - December 31, 2015 in the amount of \$25,000.

MASTER AGREEMENT

This Master Agreement (the "Agreement") is made this 3<sup>rd</sup> day of June, 2013, by and between Ingenuity, Inc., an Alabama corporation ("Ingenuity") and the Jefferson County Commission ("Jefferson County"). This Agreement replaces and supersedes the previous Master Agreement between the parties that was dated the 11<sup>th</sup> day of October, 2011.

- A. Ingenuity is a professional services firm that provides a broad range of business and technology services.
- B. Jefferson County desires to retain Ingenuity to provide certain services as described in a Statement of Work ("SOW"), which upon execution by duly authorized representatives of both Ingenuity and Jefferson County shall be attached hereto and shall become subject to and part of this Agreement.

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements set forth below, the parties agree as follows:

- 1. SERVICES. Ingenuity shall perform for Jefferson County the services (the "Services") described and agreed upon in a SOW. In the event of any conflict between the terms of a SOW and this Agreement, the SOW shall control. As required for Ingenuity to perform the Services, Jefferson County shall provide Ingenuity access to Jefferson County's facilities and all relevant Jefferson County information.
- 2. TERM. The term of the Agreement shall be for three years beginning as of the date of the Agreement listed above.
- 3. PAYMENT FOR SERVICES.
  - (a) Payment. Jefferson County shall pay Ingenuity as set forth in the applicable SOW.
  - (b) Travel and Other Expenses. All expenses incurred by Ingenuity related to providing the Services to Jefferson County hereunder shall be paid by Ingenuity, unless otherwise agreed upon in writing by both parties.
  - (c) Terms of Payment. Ingenuity shall submit invoices to Jefferson County as agreed upon in the applicable SOW, and Jefferson County shall pay Ingenuity's invoices within thirty (30) calendar days of the date of Ingenuity's invoice.
- 4. CONFIDENTIALITY. In connection with this Agreement, each party may disclose certain confidential or proprietary information ("Information") to the other party. Each party will treat all Information as confidential and not disclose it to any third party. The parties agree to protect the Information by using at least the same degree of care, but no less than a reasonable degree of care, as they use to protect their own similar confidential information. This obligation of confidentiality and care shall extend for two (2) years following the termination of this Agreement. Each party's duty of confidentiality shall not extend to information that (i) is already known to or has been developed independently by such party without reference to the other party's Confidential Information, (ii) is received from a third party who has the right to hold and disclose it, (iii) is released in writing from confidentiality protection by the other party, or (iv) is in the public domain, except if as a result of a breach of this Agreement. Notwithstanding the foregoing, Jefferson County shall incur no liability and will not- breach this Agreement by disclosing any documents, records, or information pursuant to Sections 36-12-40 or 36-12-41 of the Code of Jefferson County 1975, as amended.
- 5. WARRANTIES.
  - (a) Ingenuity Warranty. Ingenuity shall perform the Services in a professional and workmanlike manner.
  - (b) WARRANTY EXCLUSION. THIS AGREEMENT PROVIDES FOR SERVICES AND POTENTIALLY CERTAIN

SOFTWARE. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF INGENUITY HAS ANY RIGHT TO MAKE ANY REPRESENTATION, WARRANTY, OR PROMISE ON INGENUITY'S BEHALF WITH RESPECT TO THE SERVICES OR SOFTWARE, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) Jefferson County Warranty. The parties hereto recognize and agree that in providing the Services contemplated hereunder, Ingenuity may have access to certain computer software licensed to Jefferson County by third party licensors, and Jefferson County warrants that, to the extent necessary, Jefferson County shall be responsible for obtaining the written consent of any licensors or other third parties necessary in connection with any software licenses or other agreements to which Jefferson County is a party. Jefferson County further represents and warrants that as to content generated by Jefferson County or Jefferson County-supplied intellectual property, that (1) Jefferson County holds the necessary rights to permit the use of such by Jefferson County for the purposes of this Agreement and (2) the use or transmission of such will not violate any civil or criminal laws, rules or regulations or any rights of any third parties including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, trade dress or other proprietary or property right.

6. OWNERSHIP OF SOFTWARE AND PROCESSES. Ingenuity's software and processes, including but not limited to Ingenuity's methodology, procedures, strategies, trade secrets, know how, ideas and expertise, used by Ingenuity in providing Services, are not included in any deliverable and Ingenuity retains all right, title and interest in and to such processes, including all intellectual property rights pertaining thereto.

7. INSURANCE. Ingenuity will secure and maintain reasonably adequate worker's compensation insurance in accordance with the law of the work site. Ingenuity will also maintain comprehensive general liability and property damage insurance in accordance with generally accepted industry standards.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, SUFFERED BY THE OTHER PARTY OR ITS CUSTOMERS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE. EXCEPT IN CONNECTION WITH JEFFERSON COUNTY'S OBLIGATION TO PAY INGENUITY FOR THE SERVICES, IN THE EVENT EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE OTHER PARTY FOR ALL EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID BY JEFFERSON COUNTY FOR INGENUITY SERVICES UNDER THE APPLICABLE STATEMENT OF WORK.

9. INDEPENDENT CONTRACTORS. Ingenuity's relationship with Jefferson County shall be that of an independent contractor and not that of an employee of Jefferson County or any affiliate. Each party shall be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations respecting its employees concerning social security, income tax, unemployment insurance, workers compensation and security matters. Neither party shall have the authority to enter into contracts that bind the other party or create obligations on the part of the other party without the prior written authorization of such other party. Ingenuity does not undertake to perform any obligation of Jefferson County, whether regulatory or contractual, or to assume any responsibility for Jefferson County's business or operations. Ingenuity has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Services.

10. TERMINATION. Either party may terminate this Agreement in the event of a material breach by the other party of any representation, warranty, condition or covenant of this Agreement. The nonbreaching party shall give the breaching party fifteen (15) business days prior written notice with an opportunity to cure the breach within such fifteen (15) business day period. In the event that the breaching party fails to cure the breach within the fifteen (15) business day period, the non-breaching party shall have the right to terminate this Agreement.

11. NON-SOLICITATION. Each party agrees that during the term of this Agreement and for a period of twelve (12) months thereafter, neither it nor any person or entity affiliated with it will directly or indirectly employ or otherwise engage in any capacity any person who is or has been an employee of the other party at any time during the term of this Agreement, nor will a party or any affiliate solicit or encourage any such person to leave the employ of the other party for any reason.

12. MISCELLANEOUS.

(a) This Agreement and any executed SOW constitutes the entire agreement of the parties hereto with respect to the matters contemplated hereby, and no other agreement, statement or promise, made by any party hereto, that is not contained herein shall be binding or valid. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Ingenuity and Jefferson County. The parties agree that



the terms and conditions included in each party's standard printed forms, including any purchase order or other instrument covering the subject matter of this Agreement, which purport to amend, alter, modify, change, or supplement all or any part of this Agreement shall be of no force and effect.

(b) Except for the disclosure of any records, documents, or information by Jefferson County pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended, each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of Sections 4 or 11 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any state court in the State of Alabama or federal district court in Jefferson County, in addition to any other remedy to which they may be entitled, at law or in equity.

(c) Any notice required or permitted to be given under this Agreement, including, without limitation, all requests for approval or consent, shall be personally delivered or sent by registered or certified first class U.S. Mail, return receipt requested, by a recognized overnight courier service, by hand delivery, or by confirmed facsimile transmission and shall be deemed given upon receipt. All such notices shall be delivered to the following addresses, which may be changed at any time upon written notice to the other party:

Ingenuity, Inc.

8137 Helena Road, Suite 200 Pelham, AL 35124 Attention: President

Jefferson County Commission

716 Richard Arrington Jr. Blvd. N.

Birmingham, AL 35203

Attention: County Commission President

(d) The waiver by any party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Any waiver of a term, covenant or condition in this Agreement shall be valid only if in writing.

(e) The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either party. The parties acknowledge that each party and its counsel have reviewed this Agreement and participated in its drafting and therefore that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(f) In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of its benefits because of, or if loss of the product is caused by, natural disaster, actions or decrees of governmental bodies or communications line failures not the fault of the affected party ("Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the Agreement shall be immediately suspended. Delays due to a Force Majeure Event shall automatically extend the delivery date(s) and term(s) for the period equal to the duration of such Force Majeure Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

(g) In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(h) This Agreement shall be interpreted and construed under and pursuant to the laws of the State of Alabama without regard to its rules on conflicts of laws. 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.

(i) Ingenuity may reference Jefferson County's name in Ingenuity's sales calls and in lists of Ingenuity's customers. This provision shall survive the termination of this Agreement.

(j) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Jefferson County Commission

W.D. Carrington, President

Ingenuity, Inc.

Rick A. Hayes, President

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

May-30-2013-361

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 Mike Hale, in his capacity as Sheriff of Jefferson County, Alabama.

Laundry Service Agreement to provide laundering and cleaning services for the period June 3, 2013 through June 3, 2016 at a rate of \$.50 per pound (price per item and clean dry weight) with a delivery of seven (7) days a week.

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

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May-30-2013-362

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is authorized to donate twenty-three (23) partial pallets of surplus paper and poster board of various colors and weights to the Jefferson County Board of Education for their use. These paper products are not recorded on the asset or inventory listing and received no bids when placed in auction by the Purchasing Department. This donation to the Board of Education is preferable to sending the paper products to be recycled.

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

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May-30-2013-363

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a First Amendment to Agreement between Jefferson County, Alabama and Staff Care, Inc. for Locum Tenens coverage in the amount of \$80,000.

FIRST AMENDMENT TO AGREEMENT FOR LOCUM TENENS COVERAGE BETWEEN  
STAFF CARE, INC. AND JEFFERSON COUNTY, ALABAMA

Staff Care, Inc. ("Agency") and Jefferson County, Alabama ("Client") entered into an Agreement for Locum Tenens Coverage, on or about January 10, 2013 (the "Agreement"), which Agreement was approved by the Jefferson County Commission on January 31, 2013 at M.B. 164, Pgs. 348-353. Effective April 1, 2013 ("Amendment Effective Date") the parties hereby enter into this Amendment to that Agreement ("First Amendment") for the purpose of amending and modifying the terms of the Agreement. Except as modified herein, the Agreement shall remain in full force and effect in accordance with its terms and conditions. Unless the context so indicates otherwise, capitalized terms used herein shall have the meanings ascribed to them in the Agreement

1. The parties hereby delete and replace section D.21 in its entirety to read:

D. 21 The parties each acknowledge that in the course of providing the services called for by this Agreement they may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). As set forth in 45 C.F.R. 164.504(e), the AGENCY may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of the AGENCY or CLIENT, or (iii) to carry out the legal responsibilities of the AGENCY or CLIENT. If the AGENCY discloses this PHI to another person or entity, the AGENCY must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify the CLIENT of any instances of which it is aware in which the confidentiality of the PHI has been breached. AGENCY and CLIENT will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to the CLIENT any use or disclosure of PHI not provided for by this Agreement of which AGENCY becomes aware; (d) indemnify and hold harmless the CLIENT from liabilities, costs or damages to the extent directly caused by AGENCY's disclosure of any PHI other than as permitted by this Agreement; (e) make available PHI in accordance with 45 C.F.R. § 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. §164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by AGENCY on behalf of the CLIENT available to the Secretary of Health and Human Services and the CLIENT for purposes of determining compliance with 45 C.F.R. §§ 164.500 - .534; (i) ensure that any agents, including subcontractors, to whom the AGENCY provides PHI received from, or created or received by the AGENCY on behalf of

the CLIENT agree to the same restrictions and conditions that apply to the CLIENT with respect to such PHI; and 0) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by the AGENCY on behalf of the CLIENT that the AGENCY maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the AGENCY will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. In the event CLIENT believes AGENCY has breached this section of the Agreement, CLIENT shall notify AGENCY of the breach. If AGENCY fails to cure within fifteen days of receiving notice of the breach, CLIENT may terminate this Agreement immediately, upon written notice to the AGENCY. AGENCY shall inform PROVIDERS of their obligation to comply with the requirements of this Section D.21. The obligations of this Section D.21 shall survive the termination of this Agreement.

2. The parties hereby delete and replace section 2 in the Rate Order for Radiology Services in its entirety to read:

2. Maximum Hours. CLIENT shall pay for 2 days a week with a maximum 64 hours per month. The Agency shall provide invoices as set forth in Exhibit B. in its entirety to read:

3. The parties hereby delete and replace the first paragraph of the Exhibit A in its entirety to read:

As part of the Agreement for Locum Tenens Coverage with StaffCare, Agency will inform Provider of his or her obligation to provide the following professional services:

4. The parties hereby delete and replace section 1. In the Jefferson County Commission Invoicing/Payment Procedure in its entirety to read:

1. County Time and Attendance Report Requirement

Client and Provider will agree upon a monthly schedule for Provider which will be designated in Exhibit C attached hereto.

5. The parties hereby delete and replace section 2. In the Jefferson County Commission Invoicing/Payment Procedure in its entirety to read:

2. County Invoicing Method

Providers will enter hours worked into Agency's electronic timekeeping system, which hours will be submitted to Client for approval.

Client will reject non-compliant invoices, provide reason(s) for rejection and request Provider to resubmit revised invoice.

6. The parties hereby add the attached Rate Order for Family Practice / Internal Medicine to the Agreement as Exhibit D.

In the event of a conflict between the terms of the Agreement and this First Amendment, the terms and conditions of this First Amendment shall prevail. (Only Exhibit D given to Minute Clerk)

AGREED AND ACCEPTED

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

STAFF CARE, INC.

Jeff Waddell, Divisional Vice-President

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

May-30-2013-364

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 J. Walden Retan, M.D. to provide primary care physicians duties which will increase contract amount by \$65,000.

Contract ID: CON-00004882

Bid: N/A

#### AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Dr. J. Walden Retan, M.D.

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 effective May 1, 2013:

The contract between the parties which was approved by the Jefferson County Commission on February 28, 2013, at M.B. 164, Pg. 460-465, is hereby amended as follows:

Item 1.4. Hours The parties estimate that, on average, Primary Care Physician duties hereunder will require a maximum of 32 hours per week to perform.

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

COOPER GREEN MERCY HEALTH SERVICES

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Commission President

CONTRACTOR:

Dr. J. Walden Retan, M.D.

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

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May-30-2013-365

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Novation, LLC to enter into a pharmacy group purchasing program at no cost to the County.

Pharmacy Program Participation Agreement

AGREEMENT, made and entered into as of the date of signature between Novation, LLC, a Delaware limited liability company ("Novation"), and Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services located in Birmingham, Alabama, a Member or Affiliate of Provista and its successor company, Provista, LLC (the "HCO").

WITNESSETH:

WHEREAS, the HCO desires to purchase pharmaceuticals, over-the-counter drugs, health and beauty aids, medicines, drugs, and goods related to the use thereof (collectively "Pharmaceuticals") through Novation's Pharmacy Program for its own use, as detailed in Section 5, in connection with its operations;

WHEREAS, the HCO desires that Novation negotiate certain agreements on behalf of the HCO regarding, among other things, the ordering, purchasing, and storage of Pharmaceuticals,

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions, and agreements hereinafter contained, the parties hereto agree as follows;

1. Distribution Agreement. The HCO hereby authorizes Novation to negotiate and enter into, on behalf of and for the benefit of the HCO, distribution agreements which provide for the storage and delivery of Pharmaceuticals to the HCO, with such changes, amendments, modifications, replacements, and/or substitutions thereto as Novation from time to time prior to and after the execution thereof at its discretion shall deem necessary, proper, or advisable for the HCO. Novation shall deliver a copy of such Agreement, or a summary thereof, to the HCO promptly after its execution.
2. Pharmaceutical Agreements. The HCO hereby authorizes Novation, on behalf of and for the benefit of the HCO to negotiate and enter into, and from time to time prior to and after the execution thereof, to modify, amend or change, agreements (the "Pharmaceutical Agreements") with manufacturers of Pharmaceuticals (the "Manufacturers", under which the HCO may purchase, at its discretion, Pharmaceuticals at prices specified in such agreements. Upon request, Novation shall deliver a summary of each Pharmaceutical Agreement to the HCO promptly after its execution.
3. Pharmacy Services and Support Agreements. Novation, on behalf of and for the benefit of the HCO will negotiate and enter into, and from time to time prior to and after the execution thereof, modify, amend or change, agreements to support operation and infrastructure of pharmacy related operations 'Pharmacy Services and Support Agreements' with providers of such products or services, under which the HCO may obtain, at its discretion, products or services under terms and prices as specified in such agreements. Upon request, Novation shall deliver a summary of such agreement to the HCO promptly after its execution.
4. Term and Termination. This Agreement shall continue in full force and effect for twelve (12) months effective the date of signature of the HCO, and may be renewed thereafter from year to year; provided, that this Agreement shall terminate automatically and be of no further force or effect with respect to the HCO upon the date such HCO ceases to be a Member or Affiliate of "Provista", except for rights and obligations of such HCO arising pursuant to this Agreement prior to such date (which rights and obligations shall continue in full force and effect).
5. Own Use. HCO represents and warrants that all Pharmaceuticals purchased under the Pharmaceutical Agreements will be for the HCO's "own use" within the meaning of the Nonprofit Institutions act as interpreted by the U.S. Supreme Court in *Abbott Laboratories v. Portland Retail Druggist Association, Inc.*, 425 U.S. 1 (1976), and following cases, Federal Trade Commission Advisory Opinion Letters

which apply to Abbott, and that HCO will observe and comply with all applicable laws.

6. Covered Products. HCO hereby elects to participate in the Novation Pharmacy Program and will, to the extent it purchases and products covered by the Pharmaceutical, or Pharmacy Product or Support Agreements, purchase all such products through the Novation Pharmacy Program, available from the Novation pharmacy distributor, and pursuant to the applicable agreement. HCO hereby authorizes all Manufacturers to delete HCO from any other Group Purchasing Organizations (GPO) lists with respect to products covered by the agreements.

7. Enrollment into the Novation Pharmacy Program does not guarantee the customer will meet the individual supplier requirements to receive pricing under the Novation Agreements. Customer pricing eligibility for products included in the Novation Pharmacy Program is determined by the participating suppliers based on the customer class of trade. Each has supplier determined how pricing will be assigned to each class of trade in order for that company to meet federal pricing requirements.

Pharmacy Program Participation Agreement

IN WITNESS THEREOF, Novation and HCO have executed this Agreement as of the date of signature of the HCO.

For Novation

For HCO

\_\_\_\_\_, Director - Pharmacy Implementation

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.

\_\_\_\_\_  
May-30-2013-366

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Geoffrey Connors, M.D. to provide orthopedic services for the a period of one year in the amount of \$138,714.

PHYSICIAN SERVICES AGREEMENT

This Physician Services Agreement (the "Agreement") is made and entered into as of the 14<sup>th</sup> day of May, 2013 between Jefferson County Commission d/b/a Cooper Green Mercy Health Services (CGMHS) of Birmingham, Alabama (the "County") and Geoffrey S. Connor, MD, an independent contractor ("Physician").

RECITALS

WHEREAS, the County provides medical services to patients of the County's Ambulatory Care Center and wishes to engage Physician as an independent contractor to support the provision of clinical services;

WHEREAS, Physician is licensed to practice medicine in the State of Alabama and is qualified to provide clinical services to County in accordance with the terms of this Agreement; and

WHEREAS, the County and Physician wish to enter into this Agreement for the provision of services contemplated hereunder;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties, intending to be legally bound, agree as set forth below.

1. DUTIES AND OBLIGATIONS OF PHYSICIAN

1.1. Services. Physician shall perform the duties and responsibilities as set forth in Exhibit A. Physician shall perform all such duties and responsibilities ("Physician Services") in accordance with accepted professional standards, all applicable federal, state, and local laws and regulations, County policies, and JCAHO standards (if County maintains or seeks JCAHO accreditation), as the same may be revised from time to time.

1.2. License and DEA Registration. Physician must at all times be a qualified, professionally competent, duly licensed physician under the laws of the State of Alabama and have a current DEA registration number. Physician shall submit to County proof of a current license and DEA registration prior to providing services pursuant to this Agreement.

1.3. Qualifications. Physician represents and warrants to County that (i) he or she has never been debarred, suspended or excluded from a federal health care program (as defined at 42 U.S.C. § 1320a-7b(f)); (ii) he or she has never had civil monetary penalties levied against him or her by a federal health care program; (iii) he or she holds a valid, unrestricted license to practice medicine in the State of Alabama; and (iv) he or she is not currently the subject of any formal or informal investigation or disciplinary proceeding by any department or agency having jurisdiction over the professional activities of Physician in any state where Physician is licensed. Physician agrees to notify the County within five (5) days of the occurrence of any of the events described above.

1.4. Hours. The parties estimate that, on average, Physician duties hereunder will require 8 hours per week to perform.

1.5 Productivity. It is a material condition of this Agreement that Physician will see an average of twenty (20) patients two half days a week.

If working in collaboration with a Certified Registered Nurse Practitioner, Physician will see an average of thirty (30) patients two half days a week. The productivity requirements set forth in this Section 1.5 are based upon such number of patients being available to be seen by Physician. If Physician is available to see patients, but an insufficient number of patients are available at the County's Ambulatory Care Center (located at 1516 6 Ave. South) for Physician to see the number of patients set forth in this Section 1.5, Physician shall not be deemed in breach of the Agreement. However, if Physician utilizes one of his half days to perform surgery (ies) or surgery on Beneficiaries of CGMH, at a Preferred Provider Hospital with the County, the productivity requirements will not be in effect.

1.6. Compliance with Laws. This Agreement shall be carried out in compliance with all applicable laws, rules, and regulations, including, without limitation, those with respect to the following: (i) Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and related requirements imposed by the Department of Health and Human Services (45 C.F.R. Part 80); and (ii) the protection of the rights of residents, including, but not limited to, rights relative to confidentiality, privacy, quality of care rendered, consumer protection, and the like.

1.7. Collaboration with Certified Registered Nurse Practitioner.

(a) If called upon to do so by the County, Physician shall serve as the collaborating physician for a Certified Registered Nurse Practitioner ("CRNP") with regard to services provided to patients at the County's Ambulatory Care Center and shall provide professional oversight and direction to CRNP in accordance with Alabama Code §§ 34-21-80, et seq., and the rules and regulations of the Alabama Board of Nursing and the Alabama State Board of Medical Examiners (the "Boards") and in accordance with this Agreement and the standard protocol (the "Protocol") approved by the Board of Nursing and Board of Medical Examiners.

(b) Such collaboration services provided by Physician shall include, at a minimum:

(i) completing such applications, renewals and reports as are required

by applicable rules and regulations to enable Physician to serve as

the collaborating physician for the CRNP;

(ii) documenting evaluation of the clinical practice of CRNP against established patient outcome indicators, using a specific percentage or selected sample of patient records, with a summary of findings, conclusions, and, if indicated, recommendations for change;

(iii) providing professional medical oversight and direction to the CRNP;

(iv) being readily available for direct communication or by radio, telephone or telecommunications with CRNP;

(v) being readily available for consultation or referrals of patients from CRNP;

(vi) making provision for medical coverage by a physician who is preapproved by the Board of Medical Examiners and Physician and who is familiar with applicable Board of Medical Examiners rules regarding collaborative arrangements, for any reasonable periods when Physician is not readily available;

(vii) Physician will clearly specify the circumstances and provide written verification of the availability of an approved physician for consultation, referral, or direct medical intervention in emergencies and after hours, if indicated, as set forth in the Protocol; and

(viii) Physician shall be present with CRNP at approved collaborative practice sites for not less than ten percent (10%) of CRNP's scheduled hours in the collaborative practice or provide for a preapproved covering physician to be present in lieu of Physician, with the calculation of the ten percent (10%) requirement on a monthly or quarterly basis in accordance with Ala. Board of Medical Examiners Admin. Code r. 540-X-8-.08(6).

## 2. DUTIES AND OBLIGATIONS OF COUNTY

2.1. Scheduling. County shall coordinate and schedule interdepartmental or committee meetings or conferences and notify Physician promptly of any anticipated need for his or her involvement therein.

2.2. Responsibility for Services Performed. County shall retain administrative responsibility for all services provided hereunder.

## 3. COMPENSATION

County shall pay to Physician for the services rendered pursuant to this Agreement a maximum of \$11,559.50 per month for eight hours of clinical service tier week. The compensation provisions of this Agreement may not be altered or modified except at the end of the Initial Term or any Renewal Term or by mutual consent of both parties. Physician shall provide invoices by the 5<sup>th</sup> of each month as set forth in Exhibit B for services provided along with a monthly schedule to be developed with the Cooper Green Mercy Ambulatory Care Administrator as set forth in Exhibit C The County shall make payment no later than the 20<sup>th</sup> each month.

## 4. TERM AND TERMINATION

4.1. Term of Agreement. The initial term of this Agreement shall be one (1) year, commencing on the date first written above (the "Initial Term").

4.2. Termination without Cause. Either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party.

4.3. Termination for Cause. County may terminate this Agreement for cause upon breach of the Agreement, which shall include but not be limited to the occurrence of any of the following events, by providing the Physician with written notice of such breach. This Agreement shall

terminate as set forth in such notice unless the Physician cures the breach to the County's satisfaction within ten (10) days of Physician's receipt of the notice of breach. The occurrence of any of the events forming the basis for termination shall be determined solely in the County's discretion.

- a. The Physician fails to comply with the policies and procedures of County; or
- b. The Physician fails to diligently perform all obligations under this Agreement, including but not limited to the specific duties set forth in Exhibit A of the Agreement; or
- c. The Physician breaches any provision, warranty, or representation set forth in the Agreement; or
- d. The Physician engages in an act or omission that is harmful or disruptive to the County's operations or reputation; or
- e. The Physician attempts to assign this Agreement without the written consent of the County.

4.4. Immediate Termination. The County may terminate this Agreement immediately upon notice to Physician of the occurrence of any one of the following events:

- a. Physician dies or becomes disabled for a ten (10) day period or more; or
- b. The County ceases operations or the County's Ambulatory Care Center is the subject of a change of ownership with a third party that is unaffiliated with the County; or
- c. The Physician's license to practice medicine in any state is suspended, revoked or terminated, or any state's Board of Medical Examiners or any other governmental agency having jurisdiction over physicians initiates any proceeding or investigation for the purposes of suspending, terminating or revoking any such license or for the purpose of considering any of the foregoing; or
- d. The Physician's authority to prescribe any controlled substance or drug is suspended, revoked, or terminated, or any authorized governmental agency initiates any proceeding or investigation for the purposes of suspending, terminating or revoking any such authority or for the purpose of considering any of the foregoing; or
- e. The Physician is convicted of a felony. For purposes of this section, "convicted" shall have the same definition as that contained in 42 U.S.C. § 1320a-7(i); or
- f. The County determines in its sole discretion that continuation of this Agreement would jeopardize the health or safety of any County patient.

4.5. Termination by Physician. The Physician may terminate this Agreement for cause upon breach of this Agreement, which shall include the County's failure to comply with the compensation provisions set forth in Section 3 of this Agreement, by providing written notice to the County. This Agreement shall terminate as set forth in such notice unless the County cures the breach within ten (10) days of its receipt of the written notice. Physician may also terminate this Agreement upon thirty (30) days written notice in the event that the Physician becomes unable, for any reason, to continue to perform the services required by this Agreement.

4.6. Impact of Termination. In the event that either the County or the Physician terminate this Agreement prior to the expiration of the Initial or a Renewal Term, the parties agree not to enter into any agreement or other financial relationship with one another until the Initial or Renewal Term that was in effect at the time of the termination would have expired. The provisions of this Section 4.6 shall survive termination of this Agreement.

#### 5. PROFESSIONAL LIABILITY INSURANCE

During the term of this Agreement, professional liability insurance shall be furnished by Physician with such carrier, trust, or other program or self-insurance program as Physician shall select, in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. Physician agrees to provide true, complete and correct applications as requested and to comply with the County's risk management policies and any requirements of the insurance carrier of the policy furnished to Physician.

#### 6. ASSIGNMENT OF FEES FOR SERVICES

All fees and other income generated by Physician for services as a physician performed during the term of this Agreement shall belong to County, whether paid directly to County or Physician, and Physician hereby assigns them to County. Assignment of fees for services pertains to only clinical services provided to County beneficiaries in conjunction with CGMI-IS Ambulatory Care Center. Physician shall cooperate fully with County's efforts to bill and collect for services rendered by Physician and will account for and remit promptly to County all such fees paid to Physician.

#### 7. MISCELLANEOUS

7.1 Independent Contractor. The parties intend that Physician shall be an independent contractor in all things relevant to this Agreement and the performance hereunder. County shall not withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of Physician. All such payments, withholdings, and benefits are the responsibility of Physician, and Physician shall indemnify and hold harmless County from any and all loss or liability arising with respect to such payments, withholdings and benefits.

7.2. Physician's Financial Relationships. Physician represents and warrants that neither Physician nor an immediate family member of

Physician has a financial relationship with any entity not a party to this Agreement that provides to the County any "Designated Health Services" which may be reimbursed in whole or in part under the Medicare or Medicaid programs. For purposes of this paragraph, "Designated Health Services" means: Urgent Care and Ambulatory Care services, clinical, psychiatric services, physical therapy services, occupational therapy services, radiology services (including magnetic resonance imaging, computerized axial tomography scans, and ultrasound services); radiation therapy services and supplies; durable medical equipment and supplies; parenteral and enteral nutrients, equipment, and supplies; prosthetics, orthotics, and prosthetic devices and supplies; home health services; outpatient prescription drugs; and inpatient and outpatient hospital services. "Financial Relationship" means an ownership or investment interest in the entity or a compensation arrangement with the entity, as defined in 42 U.S.C. §§1395nn (a)(2)&(h). Physician further represents and warrants that neither Physician nor an immediate family member of Physician will enter into any additional Financial Relationship described in this paragraph during the term of this Agreement without the prior written approval of the County.

7.3. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.4. No Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or of any other provision hereof.

7.5. Assignment and Subcontracting. This Agreement cannot be assigned by either party without the express written consent of the other party, except, however, that County may assign this Agreement to a related entity without obtaining Physician consent and such assignment by County to a related entity shall be automatic in the event of a restructuring that results in the transfer of the ownership or operations of Cooper Green Mercy Health Services Operations, which includes Urgent Care and Ambulatory Care services, to such related entity. Physician may not subcontract or otherwise arrange for another individual or entity to perform his duties under this Agreement unless approved by County.

7.6. Confidentiality. All documentation and records relating to County's patients shall be and remain the sole property of County, subject to the resident's rights in such records. Neither Physician nor any of his staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by County or the patient in writing, any resident or medical record information regarding County's patients, and Physician shall comply with all federal and state laws and regulations and all County policies regarding the confidentiality of such information. County shall provide copies of its confidentiality policies to Physician upon request.

7.7. Notices. Any and all notices required or permitted to be given under this Agreement will be deemed given if furnished in writing and personally delivered or if sent by certified or registered mail, postage prepaid addressed to the party to whom notice is being given as follows (or to such other address or addresses as may from time to time hereafter be designated by the parties in writing by like notice):

If to Physician:       Geoffrey S. Connor, MD, FACOG  
                              D1 Sports Medicine and Orthopedic Center  
                              1651 Independence Court, Suite 211  
                              Birmingham, AL 35209

If to County:           County Manager  
                              Suite 251  
                              Jefferson County Courthouse  
                              716 Richard Arrington Blvd. N.  
                              Birmingham, Alabama 35203

With a copy to:  
                              Jefferson County Attorney  
                              Suite 280  
                              Jefferson County Courthouse  
                              716 Richard Arrington, Jr. Blvd. N.  
                              Birmingham, AL 35203

All notices shall be deemed effective on the date of actual receipt, as evidenced by the return receipt, courier record, or similar document.

7.8. Entire Agreement. This Agreement contains the entire understanding of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.9. Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to the Physician to refer any patients to, or order any goods or services from the County. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in a manner which violates the federal Antikickback Statute, the Criminal and Civil False Claims Act, the federal Self-Referral Statute, federal law, or regulation relating to criminal mail, wire fraud, health care fraud, or any other federal, state or local law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.



7.10. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the parties. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity that is not a party to this Agreement.

7.11. Governing Law. The parties agree that this Agreement is made and entered into in Jefferson County, Alabama and that all services, materials 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 the 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.

7.12. Amendments/Approvals. Neither this Agreement nor any amendment or modification hereto, shall be effective or legally binding upon the parties, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved in writing by an authorized representative of Jefferson County, by Jefferson County's Legal Counsel, and by an authorized representative of the Physician.

7.13. Headings. All section, subsection, or paragraph headings utilized in this Agreement are for convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the section, subsection or paragraph so designated.

7.14. Conflicts of Interest. Each party shall inform the other of any arrangements which may present a conflict of interest or materially interfere in such party's performance of its duties under this Agreement. In the event a party pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to materially interfere with) such party's performance under this Agreement, the other party may exercise its rights and privileges.

7.15. Access to Books and Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party to this Agreement shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to six (6) years after the rendering of such services. If any party hereto carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v) (1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the County, its representatives by virtue of this Agreement.

7.16. Change of Circumstances. In the event any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which requires a material change in the manner of a party's operations under this Agreement, then, upon the request of a party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

7.17. Confidentiality and Disclosure of Patient Information. The Physician acknowledges that in the course of providing the services called for by this Agreement he or she may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). As set forth in 45 C.F.R. 164.504(e), the Physician may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of Cooper Green Mercy Health Services Operations which includes Urgent Care and Ambulatory Care services, or (iii) to carry out the legal responsibilities of the County. If the Physician discloses this PHI to another person or entity, the Physician must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify the County of any instances of which it is aware in which the confidentiality of the PHI has been breached. Physician will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to the County any use or disclosure of PHI not provided for by this Agreement of which Physician becomes aware; (d) indemnify and hold harmless the County from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by the Physician of any PHI other than as permitted by this Agreement; (e) make available PHI in accordance with 45 C.F.R. § 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Physician on behalf of the County available to the Secretary of Health and Human Services and the County for purposes of determining compliance with 45 C.F.R. §§ 164.500 - .534; (i) ensure that any agents, including subcontractors, to whom the Physician provides PHI received from, or created or received by the Physician on behalf of the County agree to the same restrictions and conditions that apply to the County with respect to such PHI; and (j) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by the Physician on behalf of the County that the Physician maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Physician will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. Any breach of this section of the Agreement shall permit the County to terminate this Agreement immediately, upon written

notice to the Physician. The obligations of this Section 7.17 shall survive the termination of this Agreement.

7.18. Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Physician agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, or disability.

7.19. County Funds Paid. The County and Physician certify by the execution of this Agreement that no part of the funds paid by the County and or the State of Alabama 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 Physician nor any of either's 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 any thing 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. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination Physician shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

7.20. Interested Parties. The Physician declares that, as of the effective date of this Agreement, neither the County, nor any of the County's employees nor any Director nor any other Government Official is directly or indirectly interested in this Agreement or any Agreement with Physician for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Physician pledges that he or she will notify Jefferson County in writing should it come to his knowledge that any such official becomes either directly or indirectly interested in the Agreement or any Agreement with the Physician for which compensation will be sought during the aforesaid period. In addition, the Physician declares that, as of the date of this Agreement, neither Physician nor any of his officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Physician nor any of his officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the benefit of the County, its officials, or employees, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other agreement with the County for which during the period of time this Agreement is being performed.

7.21. Statement of Compliance with Alabama Code Section 31-13-9. By signing this Agreement, 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 HEREOF, Physician and County have executed this Agreement as of the day and year first above written.

Geoffrey S. Connor, MD, FAAOS

D 1 Sports Medicine and Orthopedic Center

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.

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May-30-2013-367

WHEREAS, Thomas Ray Mauldin desires to be re-appointed to the Palmerdale Fire District Board of Jefferson County; and

WHEREAS, this appointment will begin upon approval by the Commission; and will serve only a portion of the five year term due to the re-setting of a staggered board appointments.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Thomas Ray Mauldin is hereby re-appointed to the Palmerdale Fire District Board with his term ending December, 2014.

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

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May-30-2013-368

WHEREAS, James T. Townsend desires to be re-appointed to the Palmerdale Fire District Board of Jefferson County; and  
WHEREAS, this appointment will begin upon approval by the Commission; and will serve only a portion of the five year term due to the re-setting of a staggered board appointment.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that James T. Townsend is hereby re-appointed to the Palmerdale Fire District Board with his term ending December, 2016.

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

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May-30-2013-369

WHEREAS, Cedric Brown desires to be appointed to the Palmerdale Fire District Board of Jefferson County; and  
WHEREAS, this appointment will begin upon approval by the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Cedric Brown is hereby appointed to the Palmerdale Fire District Board with his term ending June, 2018.

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

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May-30-2013-370

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by MFK Enterprises, LLC, applicant; Ayesha Washeed Malik, Owner/Manager; d/b/a Village Store located at 1380 Union Grove Road, Adamsville, AL 35005 for a 050 - Retail Beer and a 070 Retail Wine (off-premise only) license, be and hereby is approved.

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

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May-30-2013-371

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by HAI, Inc., applicant; Amir J. Lakhani, Owner/Manager; d/b/a Crosston Grocery located at 7718 Narrows Road, Pinson, AL 35126 for a 050 - Retail Beer and a 070 Retail Wine (off-premise only) license, be and hereby is approved.

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

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May-30-2013-372

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the State of Alabama Department of Human Resources to provide reimbursement for administrative staff support to facilitate the expeditious processing of Title IV-D Child Support cases in the amount of \$430,278.83. Estimated reimbursement to Count will be \$283,984.03. (Exhibits/Attachments on file in the Minute Clerk's Office)

AGREEMENT BETWEEN JEFFERSON COUNTY COMMISSION,

JEFFERSON COUNTY FAMILY COURT,  
AND THE ALABAMA DEPARTMENT OF HUMAN RESOURCES

This Agreement is entered into, by and between the Jefferson County Commission (hereinafter referred to as "the County"), Jefferson County Family Court (hereinafter referred to as "the Court"), and the Alabama Department of Human Resources (hereinafter referred to as "the Department").

WHEREAS, the Department is the single agency in the State of Alabama designated to administer Title IV-D of the Social Security Act, establishing a program of child support enforcement and establishment of paternity as specified in said Act and the regulations implementing the Act; and

WHEREAS, the County under the Alabama Rules of Court, Rules of Judicial Administration, Rule 3. (A) "may provide additional court supportive personnel, services, equipment and furnishings".

WHEREAS, the Court administers its programs in accordance to the Alabama Rules of Court,

WHEREAS, the parties wish to enter into an Agreement to facilitate the expeditious processing of Title IV-D Child Support cases;

NOW, THEREFORE, the parties intending to be mutually bound, hereby agree as follows:

The County and the Court agree to:

I.

- A. Authorize administrative support staff within the Court to be allocated specific time periods in which Title IV-D work will be accepted, filed, and processed for service and docketing in accordance with established time standards per federal and state standards. These processes include but are not limited to the filing of Title IV-D paternity and support actions, modification actions, contempt actions, and income withholding actions. See Attachment B entitled "Documentation of Standards of Performance," which is hereby incorporated by reference and made a part of this Agreement.
- B. An "Administrative Cost Analysis Study" will be submitted annually to the Department for approval with clarification for said costs to be established and agreed upon by both parties. Administrative costs may include recovery of approved operating costs (supplies and printing). This cost analysis study will be submitted annually prior to approval of this annual budget.
- C. Have and make available to the Department job descriptions for positions billed under the Agreement.
- D. Assume full financial liability for audit exceptions ruled as final.
- E. Retain program and financial records for a period of four (4) years with the exception that records must be retained until any unresolved program/fiscal audit is resolved.
- F. Comply with the Internal Revenue Service provisions contained in Exhibit 7 of IRS Publication 1075, attached as Exhibit D which represents the present IRS requirements for the proper handling of federal tax information, including criminal and civil penalties for improper disclosure, notices to employees of sanctions for improper disclosure, and the IRS right of inspection and audit for compliance.

II.

The Department agrees to reimburse the County upon presentation of documentation, its federal share of necessary and reasonable costs allowable under the IV-D Program as expressed in the budget with any amendments which are attached to this Agreement and incorporated herein by reference and made a part of this Agreement for the term covered by the budget and amendments thereto as if fully set out herein.

III.

It is further agreed by the parties that:

- A. Reimbursement will be made to the County at the prevailing rate of federal financial participation for allowable administrative expenses related to the Title IV-D program.
- B. Billing procedures to be followed by the County in requesting reimbursement shall be in accordance with requirements of the Department's Finance Division.
- C. The County shall submit monthly or quarterly requests to the Department for reimbursement of expenses approved by the Department for services provided.
- D. The County will be the fiscal agent for the reimbursement of expenses approved by the Department. The Department agrees to reimburse the County for approved expenses submitted to the Department for services rendered at the federal matching rate in effect at the time services are rendered. Any and all adjustments of the federal matching rate to the state shall automatically adjust to the federal matching rate the percentage of reimbursement due the County.
- E. The County shall certify to the Department that, in addition to reimbursement for approved expenses submitted to the Department for services rendered at the federal matching rate in effect at the time services are rendered, the local matching share of the authorized billed expenses have been paid by the County were paid with matching public funds. Such certifications of costs shall be submitted no later than 60 days after the end of the fiscal year in which the cost was incurred. Federal reimbursement of costs is limited to two (2) years from the end of the fiscal quarter in which the costs were incurred.

F. Reimbursement of approved expenses will be made to the County no later than 40 working days after the reimbursement request is submitted by the County, and approved by the Department, and received by the Office of Child Support Accounting.

G. The County shall make available such records or other supporting documentation as the Office of Child Support Enforcement or the Department audit staff may request and shall also make available personnel associated with the state's IV-D program to provide answers which the audit staff may find necessary.

H. Subject to the prior written approval of the Department, the County may make minor procedural modifications.

I. The County and Court shall be the sole point of contact with regard to all contractual matters and shall be solely responsible for the fulfillment of the Agreement with the Department. This includes the professional and technical accuracy of all work and materials furnished under the Agreement. The County and Court shall assume responsibility for all services offered and products to be delivered. The County and Court shall, without additional cost to the Department, correct or revise all errors or deficiencies in any contract work identified during the term of the Agreement. The Department review, approval, acceptance of, and payment of fees for services required under the Agreement, shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the County or the and Court's failure to perform. The County and Court shall be and remain liable to the Department for all direct costs which may be incurred by the Department as a result of the County or the and Court's negligent or incomplete performance of any of the services performed under the Agreement

#### IV.

The parties further agree that:

A. The terms of this Agreement are dependent upon the Department's receipt of federal financial participation funds for administrative expenses related to the Title IV-D program in a sufficient amount to honor any commitment made under this Agreement. In the event sufficient funds are not received and are not otherwise available to the Department to make any of the payments which become due under this Agreement, then neither this Agreement nor the commitments contained herein shall impose an obligation on the State of Alabama, the Department, or the County; and in such event, the Department shall immediately provide written notice to the County of the unavailability of funds to make such payment and commitments.

B. This Agreement shall commence October 1, 2012 and shall continue in full force and effect thereafter until September 30, 2013, and may be renewed annually upon agreement by the parties to the terms of an annual budget and an approved cost recovery plan, unless otherwise terminated.

C. The Jefferson County Commission and the Jefferson County Family Court acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and the Jefferson County Commission and the Jefferson County Family Court shall not begin performing work under this Agreement until notified to so do by the Department. The Jefferson County Commission and the Jefferson County Family Court is entitled to no compensation for work performed prior to the effective date of the Agreement.

D. In addition to the termination provisions contained in paragraph A. of this section, either party may terminate this Agreement upon 30 days written notice.

E. Should federal or state laws or regulations change, or administrative change occur in a way that impairs the performance of this Agreement by either or both of the parties said Agreement shall be subject to termination and/or re-negotiation upon written notice by either party.

F. Any modification to this Agreement must be made by written amendment thereto, except that budget increases or decreases of up to 10 percent of the total budgeted amount included in Exhibit 1 attached hereto, may be made through letter of request from the County and with approval of the Department.

G. It is agreed that the terms and commitments contained herein shall not be Constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may during the course of this contract, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The County or the and

Court's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

H. 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.

V.

The parties further mutually agree that they will comply with:

- A. Title IV-D of the Social Security Act, 42 U.S.C. Sections 651-669, which provides for the enforcement of support obligations and the establishment of paternity, and its implementing federal regulations, including the safeguarding requirements set out in 45 CFR Section 303.21, and any other applicable federal regulations and requirements.
- B. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000(d), et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial participation.
- C. Title V, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial participation.
- D. Title IX, Section 901 of the Education Amendments of 1972, as amended, 20 U.S.C. Section 1681, et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial participation.
- E. Title 111, Section 302 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6101, et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial participation.
- F. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, 95 Stat. 357, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial participation.
- G. 31 U.S.C., Section 1352 (1990 Supplement), which prohibits the use of federal funds related to lobbying. Furthermore, the County agrees to execute annually the certification regarding lobbying, a copy of which is attached hereto as Attachment C and which is incorporated and made part of this Agreement as if set out in full herein.
- H. The Drug Free Work Place Act of 1988, P.L. 100-690, Title V, Subtitle D, which specifies requirements for handling employees with drug-related problems.
- I. The County and the Court will comply with the privacy regulations of the federal Health Insurance Portability and Accountability Act ("HIPPA") (Public Law 104-91).
- J. All regulations, guidelines, and standards lawfully adopted under the above statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

JEFFERSON COUNTY FAMILY COURT

Jeff McGee

DEPARTMENT OF HUMAN RESOURCES, STATE OF ALABAMA

\_\_\_\_\_, COMMISSIONER

APPROVED FOR CONTENT:

\_\_\_\_\_, DIRECTOR

CHILD SUPPORT ENFORCEMENT DIVISION

APPROVED FOR LEGAL FORM:

\_\_\_\_\_

STATE DEPARTMENT OF HUMAN RESOURCES

LEGAL OFFICE

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

\_\_\_\_\_  
May-30-2013-373

WHEREAS, the Alabama Administrative Office of Courts (AOC) has concluded that under current Alabama Law, the responsibility for court security is the responsibility of the County and the Sheriff, and

WHEREAS, courtroom security is currently provided by bailiffs in the Criminal and Family Court Divisions and these bailiffs are no longer funded by the AOC, and

WHEREAS, the courts in the Criminal and the Family Court Divisions cannot operate without adequate security, and

WHEREAS, it is in the best interest of the County for the courts to expedite cases in as timely a manner as possible.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized

to execute on behalf of the County an agreement with the AOC to provide reimbursement to the AOC for employment costs for said bailiffs in the Birmingham and Bessemer Divisions of the Tenth Judicial Circuit not to exceed the maximum amount of \$826,949.74 appropriation for Fiscal Year 2012-2013.

MEMORANDUM OF AGREEMENT  
BETWEEN THE ADMINISTRATIVE OFFICE OF COURTS  
AND  
THE JEFFERSON COUNTY COMMISSION

This agreement is between the Alabama Administrative Office of Courts (A.O.C.) and the Jefferson County Commission ("Commission"). This agreement is entered into as a result of the recognition by the parties that court security is the responsibility of both the A.O.C. and the County and the Sheriff. The bailiffs and other court personnel who provide such security are employees of the State of Alabama but the Commission is making this commitment because without it the Courts of Jefferson County could not continue to operate at their current level of security.

1. The Commission agrees to reimburse the A.O.C. for the total costs of bailiffs working in the Courts of Jefferson County, Birmingham and Bessemer Divisions (the "Jefferson County Courts"), in a maximum amount not to exceed \$826,949.74.
2. The specific employees who will be paid from the funds furnished by the Commission are those employees of the Circuit and District Criminal Judges and the Family Court Judges of the Birmingham and Bessemer Divisions of the Court and have been selected and designated by the Presiding Judge of Jefferson County and identified with salaries on Exhibit A attached. Some of these employees will be entitled to specific individual merit increases during the term hereof which amounts shall be added as appropriate. As these individuals leave the employment of the Jefferson County Courts, the commission's obligation will be reduced correspondingly. As the vacancies are filled, the County's obligation shall be increased correspondingly, but not to exceed the maximum amount set out in paragraph one, above.
3. This agreement is for the State Fiscal Year of October 1, 2012 until September 30, 2013 and will expire at that time.
4. In a timely manner, the A.O.C. will send an itemized bill to the Presiding Judge of the Tenth Judicial Circuit for audit and preparation for payment.
5. The A.O.C. will immediately notify the Presiding Judge of the Tenth Judicial Circuit and the Chairman of the Commission in the event that the A.O.C. receives funding from the Alabama Legislature or any other source for the purpose of paying security personnel and/or additional operating costs of the Unified Court System. Thereupon, A.O.C. and the Commission shall confer and consider a reduction or termination of the Commission's participation herein.
6. This agreement may be cancelled at will by the Commission upon giving written notice to the A.O.C. at least thirty (30) days prior to such termination.
7. It is understood by the parties that Section 11 of Act No. 2004-562, the General Fund Appropriations Act, authorized counties to make donations, gifts or contributions to state departments and other entities to be automatically re-appropriated to such state departments and other entities for purpose or purposes for which the grant or contribution was or shall be made.
8. It is also understood that failure of any entity or official to make the payments set forth, above will result in the layoff (merit) or termination without prejudice (non-merit) of the affected employees.

IN WITNESS WHEREOF, the parties have executed this agreement this day of, 2012.

ALABAMA ADMINISTRATIVE OFFICE OF COURTS

\_\_\_\_\_, Administrative Director of Courts

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

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

\_\_\_\_\_  
May-30-2013-374

WHEREAS, The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

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

Stephens, Brown, Bowman, Carrington and Knight.

May-30-2013-375

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 to the agreement between Jefferson County, Alabama and Southeastern Sealcoating, Inc., for the Murphree Road Improvements Project (CDBG10-03K-U04-MRI) The modification is to increase the scope to include additional undercutting/excavation and backfill. The cost of the backfill shall be at a unit price, 400/tns @ 21/56/tn for a cost of \$8,624.00. The excavation shall be at a unit price, 400/cubic yards @ \$20.00/cy for a cost of \$8,000.00. The cost to remobilize shall be \$5,168.00. The total cost of this modification shall be \$21,792.00 and the new contract amount shall be \$186,783.05. All other conditions and terms shall remain the same. This project is from the 2010 program year.

AMENDMENT #2 TO CONTRACT

This is Amendment #2 to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Southeastern Sealcoating, Inc., hereinafter called "the Contractor" for grant allocation PY10/FY13. The effective date of this agreement shall be December 10, 2012

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 December 10 2012, in Minute Book 164, Page 221-222, is hereby amended as follows:

The purpose of this Modification is to increase the scope to include additional undercutting/excavation and backfill. The cost of the backfill shall be at a unit price, 400/tns @ 21/56/tn for a cost of \$8,624.00. The excavation shall beat a unit price, 400/cubic yards @ \$20.00/cy for a cost of \$8,000.00. The cost to remobilize shall be \$5,168.00. The total cost of this modification and remobilization shall be \$21,792.00 and the new contract amount shall be \$186,783.05, for the Murphree Road Improvements Project (CDBG10-03K-U04-MRI). All other conditions and terms shall remain the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

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

May-30-2013-376

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 to the agreement between Jefferson County, Alabama and the City of Fairfield, for the Fairfield Library Improvement Project (CD11-03-MI-FAI). To transfer liability to the City regarding environmental review findings. The County does not have a responsibility under 24 CFR Part 58 for this project. The County has declined to serve as the responsible entity for this project the Fairfield Library Improvements Project and therefore; the City will serve as the responsible entity as outlined in 24 CFR Part 58.2(a)(7)(i) as the unit of local government where the project is located.

BE IT ALSO RESOLVED that the City agrees to accept responsibility for the environmental review and indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the environmental findings.

There is no cost associated with this modification. This project is from the 2011 program year.

AMENDMENT TO CONTRACT



This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and City of Fairfield, hereinafter called "the City" for grant allocation PY11/FY13. The effective date of this agreement shall be December 12, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the City 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 December 12, 2011 in Minute Book 162, Page 500, is hereby amended as follows:

The purpose of this Modification is to transfer liability to the City regarding environmental review findings. County does not have a responsibility under 24 CFR Part 58 for this project. The County has declined to serve as the responsible entity for this project the Fairfield Library Improvements Project and therefore; the City will serve as the responsible entity as outlined in 24 CFR Part 58.2(a)(7)(i) as the unit of local government where the project is located.

The City agrees to accept responsibility for the environmental review and indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the environmental findings.

JEFFERSON COUNTY, AL  
W. D. Carrington, President  
Jefferson County Commission  
CITY FAIRFIELD

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_

May-30-2013-377

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute an Amendment to the Contract between Jefferson County, Alabama and the YWCA Central Alabama, for the Safe Havens: Supervised Visitation and Safe Exchange Grant Program, dated May 25, 2010. The amendment increases the contract amount by \$23,600.37 to \$338,283.37 and extends the contract period to September 30, 2013. This Contract will be funded in full with federal funds.

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the COUNTY", and the YWCA Central Alabama, hereinafter called "SUB-RECIPIENT" to provide services related to the Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The effective date of this amendment shall be October 1, 2012.

WITNESSETH:

WHEREAS, the COUNTY desires to amend the contract; and

WHEREAS, the SUB-RECIPIENT 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 May 25, 2010, in Minute Book 160, Page 15, said contract having been amended previously as approved by the Jefferson County Commission on May 24, 2011, in Minute Book 161, Pages 538-539; is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract period to September 30, 2013;
2. Compensation:

A. The total compensation to be paid to the SUB-RECIPIENT shall not exceed \$338,283.37. The expenditure of funds for the budget categories named below shall not exceed the following amounts:

Budget Category: YEAR ONE	Amount
I. Travel	\$ 1,500.00
II. Equipment	\$ 1,635.00
III. Supplies	\$ 148.00
IV. Sub-Recipient	
a). Sub-Recipient Personnel	\$ 3,668.00
b). Sub-Recipient Travel	\$ 3,000.00
V. Other Costs	\$ 2,340.00
YEAR ONE TOTAL PROJECT COSTS	\$12,291.00
Budget Category: YEARS TWO and THREE	Amount
I. Travel	\$ 2,116.00
II. Equipment	\$ 500.00
III. Supplies	\$ 698.00
IV. Sub-Recipient	
a). Sub-Recipient Personnel	\$248,388.37
b). Sub-Recipient Administration	\$ 15,636.00
b). Sub-Recipient Travel	\$ 38,000.00
V. Other Costs	\$ 20,654.00
YEARS TWO and THREE TOTAL PROJECT COSTS	\$325,992.37
GRAND TOTAL: YEARS ONE, TWO and THREE	\$338,283.37

PROJECT COSTS

JEFFERSON COUNTY, AL  
W. D. Carrington, President  
Jefferson County Commission  
YWCA CENTRAL ALABAMA  
Suzanne Durham

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

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May-30-2013-378

WHEREAS, the Jefferson County Commission has been designated by the Alabama Department of Economic and Community Affairs as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with One Roof (SHESG-12-007-HMIS-OR) to pay staff salaries for the Homeless Management Information System for an amount not to exceed \$1,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and One Roof (SHESG-12-007-HMIS-OR) for an amount not to exceed One Thousand Five Hundred and no/100 Dollars (\$1,500.00). This agreement is from Program Year 2012 state funds.

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

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May-30-2013-379

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2011; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with One Roof (HES11-HMIS-OR) to pay staff salaries for the Homeless Management Information System for an amount not to exceed \$4,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and One Roof (HESG11-HMIS-OR) for an amount not to exceed Four Thousand and no/100 Dollars (\$4,000.00). This agreement is from Program Year 2011 federal funds.

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

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May-30-2013-380

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2012; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with One Roof (HES12-HMIS-OR) to pay staff salaries for the Homeless Management Information System for an amount not to exceed \$19,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and One Roof (HESG12-HMIS-OR) for an amount not to exceed Nineteen Thousand and no/100 Dollars (\$19,000.00). This agreement is from Program Year 2012 federal funds.

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

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May-30-2013-381

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2011; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with Bridge Ministries, Inc. (HESG11-HP-RRH-BM) for an amount not to exceed \$19,303.43;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Bridge Ministries, Inc. (HESG11-HP-RRH-BM) for an amount not to exceed Nineteen Thousand Three Hundred Three and 43/100 Dollars (\$19,303.43). This agreement is from Program Year 2011 federal funds.

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

May-30-2013-382

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2011; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with Cooperative Downtown Ministries (HES11-RRH-CDM) for an amount not to exceed \$9,500.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Cooperative Downtown Ministries (HESG11-RRH-CDM) for an amount not to exceed Nine Thousand Five Hundred and no/100 Dollars (\$9,500.00). This agreement is from Program Year 2011 federal funds.

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

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May-30-2013-383

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2011; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with YWCA Family Violence Center (HESG11-RRH-FVC) for an amount not to exceed \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and YWCA Family Violence Center (HESG11-RRH-FVC) for an amount not to exceed Five Thousand and no/100 Dollars (\$5,000.00). This agreement is from Program Year 2011 federal funds.

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

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May-30-2013-384

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2012; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with First Light (HES12-ES-FL) for an amount not to exceed \$30,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and First Light (HESG12-ES-FL) for an amount not to exceed Thirty Thousand and no/100 Dollars (\$30,000.00). This agreement is from Program Year 2012 federal funds.

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

May-30-2013-385

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2012; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with Pathways (HES12-ES-PW) for an amount not to exceed \$16,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Pathways (HESG12-ES-PW) for an amount not to exceed Sixteen Thousand and no/100 Dollars (\$16,000.00). This agreement is from Program Year 2012 federal funds.

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

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May-30-2013-386

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2012; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with YWCA Interfaith Hospitality House (HESG12-ES-RRH-YINT) for an amount not to exceed \$15,000.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and YWCA Interfaith Hospitality House (HESG12-ES-RRH-YINT) for an amount not to exceed Fifteen Thousand and no/100 Dollars (\$15,000.00). This agreement is from Program Year 2012 federal funds.

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

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May-30-2013-387

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2012; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with Bridge Ministries, Inc. (HESG12-HP-RRH-BM) for an amount not to exceed \$12,335.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Bridge Ministries, Inc. (HESG12-HP-RRH-BM) for an amount not to exceed Twelve Thousand Three Hundred Thirty Five and no/100 Dollars (\$12,335.00). This agreement is from Program Year 2012 federal funds.

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

May-30-2013-388

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2012; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with Cooperative Downtown Ministries (HES12-ES-RRH-SO-CDM) for an amount not to exceed \$33,029.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Cooperative Downtown Ministries (HESG12-ES-RRH-SO-CDM) for an amount not to exceed Thirty Three Thousand Twenty Nine and no/100 Dollars (\$33,029.00). This agreement is from Program Year 2012 federal funds.

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

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May-30-2013-389

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2012; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with YWCA Family Violence Center (HESG12-ES-RRH-YFV) for an amount not to exceed \$20,126.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and YWCA Family Violence Center (HESG12-ES-RRH-YFV) for an amount not to exceed Twenty Thousand One Hundred Twenty Six and no/100 Dollars (\$20,126.00). This agreement is from Program Year 2012 federal funds.

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

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May-30-2013-390

BE IT RESOLVED, by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Twenty Five Thousand One Hundred Twenty Eight & 84/100 Dollars (\$25,128.84) to the 2009 Fairfield Forest Hills Park budget. Funds will be transferred from unspent funds from the 2009 Muscoda Park budget (\$2,154.84), the 2009 Rosedale Sidewalk budget (\$286.36), and the 2009 Contingency budget (\$22,687.64).

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

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May-30-2013-391

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Five Year Consolidated Plan, Citizens' Participation Plan, and an Annual Action Plan in order to receive grant funds; and

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the Proposed 2013 Action Plan;

WHEREAS, Jefferson County expects to receive \$1,723,867.00 in CDBG funds, \$5,000.00 in CDBG program income; \$563,262.00 in HOME funds, \$140,816.00 in County match (In-Kind), and \$100,000.00 in HOME program income; \$160,259.00 in federal ESG funds, and \$160,259.00 in ESG Match funds, making a total of \$2,853,463.00 in funds available for Program Year 2013-14; and

WHEREAS, The Jefferson County Office of Community & Economic Development has developed a list of proposed housing and non-housing projects for the 2013 Action Plan based upon the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, that the Jefferson County Office of Community & Economic Development is authorized and hereby directed to make available to the public according to the Citizens Participation Plan, the proposed list of CDBG housing, CDBG non-housing, HOME, and Emergency Solutions projects for the Proposed 2013 One-Year Action Plan for public comment.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the Jefferson County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development at the end of the 30-day comment period, the 2013 One-Year Action Plan, Standard Forms 424, and Consolidated Plan Certifications for Community Development Block Grant (CDBG), HOME, and the Emergency Solutions Grant (ESG) programs.

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

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Communication was read from Roads & Transportation recommended the following;

1. Charter Communications to install 415' of cable at 2137 Vicki Drive in Grayson Valley Estates (4<sup>th</sup> Sector).
2. AT&T Corporation to install 685' of buried cable from 2807 to 2835 Creek Lane in Clay.

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

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May-30-2013-392

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the Quit Claim Deed of Abandoned Sanitary Sewer Easement – Ref # 05-40471 Hartwood Apt/Wal-Mart Neighborhood Market – Lorna Road. Wal-Mart relocated the sewer line to a new easement they conveyed to Jefferson County.

STATE OF ALABAMA  
Jefferson County

THIS INSTRUMENT PREPARED BY:  
James F. Henderson, Jr.  
A200 Courthouse  
716 Richard Arrington Jr, Blvd N  
Birmingham, AL 35203

Quit Claim Deed

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One and no/100 DOLLARS ( \$1.00 ) in hand paid by Wal-Mart Real Estate Business Trust, a Delaware statutory trust, the receipt whereof is acknowledged, Jefferson County, Alabama, a political subdivision of the State of Alabama does remise, release, quit claim and convey to the said Wal-Mart Real Estate Business Trust,

all its right, title, interest, and claim in or to the following described real estate, to wit:

A portion of that certain easement conveyed to Jefferson County by Real 982 Page 283 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 19 South, Range 3 West, Jefferson County, Alabama; thence in a Northerly direction along the Westerly line of said 1/4 - 1/4 section, a distance of 962.25 feet; thence 68 degrees 40 minutes right, in a Northeasterly direction, a distance of 310.44 feet; thence 90 degrees left, in a Northwesterly direction a distance of 42.92 feet to the Point of Beginning of herein described 20 foot wide easement, said easement lying 10 feet on each side of, parallel to, and abutting the following described centerline; thence continue Northwesterly along the last described course for a distance of 32.08 feet; thence 21 degrees 24 minutes right, in a Northerly direction, a distance of 323.20 feet to the end of said 20 foot wide easement, and the beginning of a 10 foot wide easement, said easement lying 5 feet on each side of, parallel to, and abutting said centerline; thence 18 degrees 53 minutes left, in a Northwesterly direction, a distance of 78.00 feet to the end of said 10 foot wide easement.

Said easement being situated in the Southeast quarter of Section 12, Township 19 South, Range 3 West, Jefferson County, Alabama.

Less and except any portion lying within that certain sanitary sewer easement conveyed to Jefferson County, Alabama by instrument BK: LR201219 Pg:17126 as recorded in the Probate Office of Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said Wal-Mart Real Estate Business Trust, its heirs and assigns forever.

Given under my hand(s) and seal(s), this 30<sup>th</sup> day of May, 2013

JEFFERSON COUNTY, ALABAMA,  
a political subdivision of the State of  
W.D. Carrington, President  
Jefferson County Commission

Attest:  
Minute Clerk

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

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May-30-2013-393

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission supports the City of Bessemer's ATRIP Round 3 Proposal - Paving 4<sup>th</sup> Avenue, McAshan Drive and Dartmouth Avenue, if the proposed project is approved by Alabama Department of Transportation (ALDOT) for construction. Jefferson County agrees to participate in providing a portion of the 20% matching fund that is directly proportional to the paving work to be done on the sections of roadways that are maintained by the County in unincorporated areas, which have been presented by the City of Bessemer to be approximately \$65,500.

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

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May-30-2013-394

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Barton Associates, Inc. to provide locum tenens physicians for Cooper Green Mercy Health Services in the amount of \$80,000.

PHYSICIAN STAFFING AGREEMENT

- 1) Services: Barton Associates, Inc. ("Barton") agrees to provide locum tenens Physicians to Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services ("Client") located at 1515 6<sup>th</sup> Avenue South (Address). Birmingham (City). Alabama (State) 35233 (Zip Code) pursuant to the terms and conditions of this Physician Staffing Agreement, ("Agreement") and its applicable Exhibit A.
- 2) Rate: Barton shall provide locum tenens physicians ("Physicians") to Client at rates as specified on the applicable Locum Tenens Purchase Order attached hereto as Exhibit A.
- 3) Invoices: Barton shall invoice Client weekly. Invoices shall be based upon weekly time sheets which a Client representative must sign each week. A signed time sheet indicates that the Physician has satisfactorily performed the hours/or days reported. Payment terms associated



with these invoices shall be Net thirty (30) days. These payments terms are subject to completion of a credit review by Barton. Any amounts due under this Agreement not received by Barton by the due date shall be subject to interest charges, up to the maximum charge permitted by law, as calculated from the date due until the date paid.

- 4) Expenses: Barton or Client will reimburse Physician for all approved expense reports as specified in Exhibit A.
- 5) Compliance: Barton agrees to use its best efforts to assist Client with all Client pre-placement procedures including, but not limited to drug testing, background checks, licensure and certification verification. Client agrees and understands that it is ultimately responsible for reviewing the qualifications, experience, malpractice history, credentials and background of Provider(s) and confirming and evaluating the accuracy of the Provider(s)' qualifications, including determining the acceptability and competence of Provider(s). Application, credentialing, or similar fees, if any, shall be borne by Client. Barton maintains malpractice insurance covering the Physician assigned under this Agreement with policy limits of \$1,000,000 per claim and \$3,000,000 aggregate and higher limits where required by state statute.
- 6) Liability: Barton's liability arising out of this Agreement shall be limited to Client's direct damages and shall not exceed the fees paid to Barton by Client for the services performed hereunder. Barton shall in no event be liable for punitive damages, loss of profit, goodwill or other special consequential . damages suffered by Client under this Agreement whether in contract or tort, even if advised of the possibility of such damages.
- 7) Conversion: Client understands that Barton is not in the permanent placement business. Client acknowledges and agrees that Barton has expended substantial resources in identifying and providing the Physician(s) to provide locum tenens services pursuant to this Agreement and that Barton will be damaged by any breach of this paragraph. Further, Client agrees that engagements under this Agreement are made with the express understanding that Client, will not contract with, recruit, or hire, directly or indirectly, any Physician submitted for consideration of a Client assignment and/or assigned under this Agreement for a period of two years after the last date of the Physician's services pursuant to this Agreement (or if no assignment, for a period of two years after the submittal), and until Physician has performed at least 2000 hours of locum tenens services at Client through Barton, and Client then pays to Barton the Barton Standard Fee. Client shall notify Barton within two (2) working days if any Physician presented by Barton is already known to Client by means other than Barton's presentation. Should Client fail to so notify Barton, Barton shall be deemed to have made the introduction. This section shall survive any termination of this Agreement by either party.
- 8) Client Responsibilities: Client agrees to:
  - a) Review Physicians' qualifications, credentials and background, and notify Barton of the acceptability of any Physician presented to Client within two (2) working days. Client acknowledges that the ultimate decision as to a Physician's credentials, background and qualifications belongs to Client;
  - b) Participate in risk management activities by reporting immediately to Barton, any incident which may lead to a malpractice claim or disciplinary actions taken against any Physician whom Barton has assigned under this Agreement;
  - c) Other than as required by law, refrain from disclosing or discussing Barton's fees, payment terms and any other terms of this Agreement to any third party including any Physician presented to Client. Barton acknowledges that this Agreement is a public document;
  - d) Provide the Physician, according to the required specialty, with the reasonable work schedule, maintained appropriate equipment, customary supplies, and a suitable practice environment.
  - e) Except as otherwise provided for herein, Client and Barton shall each be responsible for any and all liability resulting from the acts and omissions of their respective employees, officers, directors, and agents and neither party shall be liable for the acts or omissions of the other party's employees, officers, directors, and agents.
  - f) Provide clinical and professional direction and oversight over the Physicians.
  - g) Comply with applicable American Medical Association guidelines, Joint Commission guidelines, and all applicable federal, state and local laws governing the provision of medical services.
- 9) Independent Contractors: As a highly trained professional, a Physician placed by Barton will perform professional services as an independent contractor. Physician is not an employee of Barton or Client for any purpose. Neither Client nor Barton are engaged in the practice of medicine and do not otherwise exercise authority or control over Physician's provision of medical services. Because a Physician is not an employee, Neither Barton nor Client provide employee social security payments, worker's compensation insurance, unemployment insurance, or health insurance for the Physician.
- 10) Cancellation: Barton spends significant time and effort recruiting locum tenens Physicians, arranging for credentialing and meeting over; all staff, The locum tenens ~h~S~la, ll placed must allocate scheduling by Client (regardless of whether Physician reported for the assignment). Client must provide Barton with a thirty (30) days notice in writing of any cancellation, commencing upon receipt, should a need to cancel an assignment arise. Any cancellation notice given prior to the commencement of the applicable assignment shall be effective thirty (30) days following the scheduled start date of the assignment. Should Client provide less than the required notice, Client agrees to pay Barton the total sum due for any uncompleted portion of the assignment covered by Exhibit A, up to a maximum of thirty (30) days. Client also agrees to reimburse Barton for any expenses incurred by Barton, including but not limited to airline penalties and non-refundable housing deposits that are incurred as a result of cancellation. Client also agrees to pay for all days on

assignment by the Physician prior to cancellation notice.

- 11) Termination: If Client desires to terminate the assignment of a Physician for Cause, Client may request that Barton remove such Physician from the assignment. Cause shall be limited to validated clinical competence issues with Physician. Client agrees to allow Barton the opportunity to replace Physician for the duration of the assignment. Upon any such termination, Client shall pay all fees and expenses that have been incurred or earned in connection with the performance of services through the effective date of such termination. Client is not required to adhere to the thirty (30) days notice provision of section 10 above should Client desire to terminate the assignment of a Physician for Cause.
- 12) Breach: In the event of a breach of this Agreement, the other party shall have such rights and remedies to which it is entitled at law or in equity. In the event of impossibility of performance due to circumstances beyond a party's control (i.e. force majeure), such non-performance shall be excused. In order to terminate for a material breach, Client must provide Barton with a detailed written notice of a material breach, a (30) day opportunity to cure, and Barton must not have cured the material breach within the thirty (30) day period. After all these requirements are met, Client must then provide Barton with five (5) days written notice that it is terminating its services.
- 13) OSHA & HIPAA: Client agrees to comply with all applicable OSHA & HIPAA regulations.
- 14) Billing : Barton is not providing any medical services. Barton and Client acknowledge that all rights and responsibilities for billing patients and/or third parties for reimbursement for the services provided by the locum tenens Physician belong to Client. Barton will execute all necessary forms or applications to permit Client to bill for the services Client and Physician provide.
- 15) Governing Law and Venue: This Agreement shall be governed in accordance with the laws of the State of Alabama. Any dispute arising out of this Agreement shall be decided by a court of competent jurisdiction in The Birmingham Division of the Circuit Court for Jefferson County, Alabama.
- 16) No Referrals: The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to Barton or Client to refer any patients to, or order any goods or services from the Client. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in a manner which violates the federal Antikickback Statute, the Criminal and Civil False Claims Act, the federal Self-Referral Statute, federal law, or regulation relating to criminal mail, wire fraud, health care fraud, or any other federal, state or local law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.
- 17) Access to Books and Records: As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party to this Agreement shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to six (6) years after the rendering of such services. If any party hereto carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the Client, its representatives, Barton, Physicians, or representatives of any of them by virtue of this Agreement.
- 18) Change in the Law: In the event any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which requires a material change in the manner of a party's operations under this Agreement, then, upon the request of a party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.
- 19) Confidential Patient Information: The parties each acknowledge that in the course of providing the services called for by this Agreement they may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). As set forth in 45 C.F.R. 164.504(e), Barton and Physician may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of the Barton or Client, or (iii) to carry out the legal responsibilities of the Barton or Client. If Barton or Physician discloses this PHI to another person or entity, Barton and Physician must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify the Client of any instances of which it is aware in which the confidentiality of the PHI has been breached. Barton and Client will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to the Client any use or disclosure of PHI not provided for by this Agreement of which Barton or Physician become aware; (d) indemnify and hold harmless the Client from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by Barton or Physician of any PHI other than as permitted by this Agreement; (e) make available PHI in accordance with 45 C.F.R. § 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with

45 C.F.R. § 164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Barton or Physician on behalf of the Client available to the Secretary of Health and Human Services and the Client for purposes of determining compliance with 45 C.F.R. §§ 164.500 - .534; (i) ensure that any agents, including subcontractors, to whom Barton or Physician provide PHI received from, or created or received by Barton or Physician on behalf of the Client agree to the same restrictions and conditions that apply to the Client with respect to such PHI; and (j) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by Barton or Physician on behalf of the Client that Barton or Physician maintain in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, Barton and Physician will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. Any breach of this section of the Agreement shall permit the Client to terminate this Agreement immediately, upon written notice to Barton. The obligations of this Section 19 shall survive the termination of this Agreement.

20) Equal Opportunity: Client is strongly committed to equal opportunity and it encourages contractors to share this commitment. Barton and Physician agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, or disability.

21) Government Funds Paid: The Client and Barton certify by the execution of this Agreement that no part of the funds paid by the Client and or the State of Alabama 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 Barton 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 Client 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 any thing 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. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination Barton shall immediately refund to Client all amounts paid by Client pursuant to this Agreement.

22) No Interested Parties: Barton declares that, as of the effective date of this Agreement, neither the Client, nor any of the Client's employees nor any Director nor any other Government Official is directly or indirectly interested in this Agreement or any Agreement with Barton for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, Barton pledges that it will notify Client's Purchasing Manager in writing should it come to its knowledge that any such official becomes either directly or indirectly interested in the Agreement or any Agreement with Barton for which compensation will be sought during the aforesaid period. In addition, Barton declares that, as of the date of this Agreement, neither Barton nor any of its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Client, or to anyone else for the Client's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the Client under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither Barton nor any of its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Client, or to anyone else for the benefit of the Client, its officials, or employees' benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other. agreement with the Client for which compensation will be claimed during the period of time this Agreement is being performed.

23) Compliance with Immigration Laws: By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal or state 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.

24) Entire Agreement: The person signing below represents and warrants that he has the authority to bind Client to this Agreement. This Agreement constitutes the entire agreement between Barton and Client. No other understanding, which modifies these terms, shall be binding unless made in writing and signed by both Barton and Client.

Offered by Barton Associates, Inc.  
Emily Wood, Corporate Counsel

Accepted by Client  
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.

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

May-30-2013-395

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the adversarial proceeding styled Farah v. Jefferson County Commission, Case No.13-00002, in the United States Bankruptcy Court, Northern District of Alabama, in the amount of Two Hundred Thirty-Four Thousand Five Hundred (\$234,500.00) Dollars. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to U.W. Clemmon attorney and Dr. Ahmed Farah in the amount of \$234,500.00 and forward it to the County Attorney for disbursement.

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

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

May-30-2013-396

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Physician Services Agreement between Jefferson County, Alabama and Jefferson Clinic, P. C. to provide physician services to Cooper Green Mercy Health Services for a period of three years beginning June 1, 2013 in the amount of \$1,365,000 annually, subject to clearance from the Human Resources Department and clearance from the Consent Decree.

#### PHYSICIAN SERVICES AGREEMENT

THIS PHYSICIAN SERVICES AGREEMENT (this "Agreement") is entered into by and between the Jefferson Clinic, P.C. a professional corporation organized under the laws of Alabama, ("the Corporation") and Jefferson County Alabama ("Jefferson County"), d/b/a Cooper Green Mercy Health Services ("CGMHS") as of the 1<sup>st</sup> day of June, 2013.

#### BACKGROUND

Jefferson County operates a number of health care clinics described in Schedule 1, attached hereto. Jefferson County desires to retain the Corporation to provide physician services at Jefferson County's Clinics, and the Corporation desires to provide those services, all upon the terms and conditions stated below. This Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

#### Section 1 - Representations and Warranties of the Corporation.

§ 1.1 Organizational Status. The Corporation represents and warrants that it is a professional service corporation duly organized and validly existing under the laws of the State of Alabama.

§ 1.2 Authority / Binding Effect. The Corporation represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement and all of the other documents and instruments required to be delivered hereunder. This Agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of the Corporation, legally enforceable against it in accordance with their terms.

#### Section 2 - Duties and Obligations of the Corporation.

##### § 2.1 Procurement and Qualifications of Physicians.

(a) The Corporation shall make available sufficient licensed physicians ("Physicians") to perform and complete the duties of the Corporation in providing the services described hereunder to persons who present themselves for care at CGMHS.

(b) The following qualifications must be satisfied by each Physician as a condition of providing services under this Agreement:

(i) Shall at all times keep and maintain as necessary a valid license to engage in the practice of medicine in the State of Alabama to provide the services contemplated by this Agreement.

(ii) Shall at all times be a participating provider in good standing in the Medicare and Medicaid programs. The Corporation

warrants that its Physicians are not excluded from any Federal health care program (as defined in 42 U.S.C. § 1320 a-7b(F)) and are not currently under investigation or subject to any proceeding which could lead to exclusion. The Corporation agrees, to the extent legally permissible, to notify Jefferson County in writing of any investigation proceedings or other action by a regulatory authority which results in or could lead to the exclusion of physician or staff from any Federal health care program within fifteen (15) days after receiving notice of such.

(iii) Each Physician must at all times be a qualified, professionally competent, duly licensed physician under the laws of the State of Alabama and have a current DEA registration number. Each Physician shall submit to Jefferson County proof of a current license and DEA registration prior to providing services pursuant to this Agreement.

§ 2.2 Coordination of Care. The Corporation and its Physicians shall work closely with Jefferson County to assure coordinated, high quality medical care for patients of CGMHS. In order to insure coordination of care the Corporation shall provide services that include, but shall not be limited to, the following:

(a) Provide input and guidance to the clinical support staff of CGMHS, to assure that the clinical services rendered meet or exceed accepted standards of care.

(b) Participate as reasonably requested in Jefferson County's plans and programs to assess and improve the quality and utilization of CGMHS' specified programs, including, but not limited to, plans and programs concerned with quality assessment and improvement, utilization review, risk management, and infection control.

(c) Participate as reasonably requested in planning for Jefferson County's specified programs, including, but not limited to, providing input regarding equipment selection, budgeting, and marketing.

(d) Reasonably cooperate with Jefferson County regarding administrative, operational, personnel or professional medical problems relating to Jefferson County's programs.

(e) Coordinate with Jefferson County representatives to plan and develop patient care protocols for Jefferson County's programs.

(f) Physicians shall accept new patients as assigned by Jefferson County and remain available to see patients when on duty and not otherwise engaged in direct patient care activities; all consistent with the provision of quality patient care within the scope of each Physician's practice.

(g) Reasonably inform the medical community of the capabilities of Jefferson County's programs.

§ 2.3 Assignment of Fees for Services. All fees and other income generated by the Corporation's Physicians for services as a physician performed during the term of this Agreement shall belong to Jefferson County, whether paid directly to Jefferson County, to the Corporation, or to the Corporation's Physicians, and the Corporation and its Physicians hereby assign them to County. The Corporation and its Physicians shall cooperate fully with Jefferson County's efforts to bill and collect for services rendered by the Corporation's Physicians and will account for and remit promptly to Jefferson County all such fees paid to the Corporation or its Physicians.

§ 2.4 The Corporation's Professional Medical Services.

(a) General. Except as otherwise provided, the Corporation shall provide the following professional medical services for patients of CGMHS:

(1) The Corporation shall staff CGMHS with Physicians, providing professional medical services to patients in accordance with Exhibit A, attached hereto.

(2) Within forty-eight (48) hours of learning that a Physician providing services under this Agreement either has left, or intends to leave, his or her position with Corporation, Corporation shall provide notice to Jefferson County of such departure or intended departure, and will use its best efforts to obtain a replacement Physician in a prompt and timely manner. If, despite its best efforts, Corporation is unable to provide a replacement Physician, Corporation shall continue to provide the services of the remaining Physicians listed on Exhibit A for the remaining term of the Agreement and no breach of the Agreement shall be deemed to have occurred.

(3) Jefferson County retains the right to immediately terminate the assignment of any Physician provided by Corporation under this Agreement and may require the Physician to immediately leave the premises if Jefferson County reasonably determines that the Physician poses a risk to patient safety, fails to maintain proper licensure, or becomes decertified or debarred by Medicare, Medicaid, or Blue Cross / Blue Shield of Alabama. If any Physician provided by Corporation under this Agreement is determined to have poor attendance or poor performance that does not pose a risk to patient safety, Jefferson County agrees to promptly notify the Corporation of such issues and the parties shall use their best efforts to resolve such issues cooperatively. If, after Jefferson County has provided notice of such issues to Corporation, the issues cannot be resolved to the satisfaction of both parties, the Corporation will use its best efforts to provide a substitute Physician.

(b) Requirements Relating to Professional Medical Services. In the performance of services hereunder, the Corporation shall:

(1) Reasonably ensure that its Physicians provide timely, complete and accurate documentation in Jefferson County's medical records for patients of CGMHS in accordance with the policies and procedures of Jefferson County and customary professional standards applicable to medical records documentation. The Corporation and its Physicians and agents shall, upon reasonable notice and during normal

business hours, have access to such records created by the Corporation, the Physicians or Jefferson County, including the billing records described in § 4.1 (g) as may be necessary for the continuing care of patients, for any legal defense or for the purpose of validating the accuracy and/or completeness of any billing information, or disputing the same, in accordance with § 4.1 (g) and as otherwise permitted by law.

(2) To the extent legally permissible, the Corporation and its Physicians shall furnish any and all information, records and other documents which may be related to the Corporation's services hereunder which Jefferson County may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by Jefferson County to assess and improve the quality and efficiency of CGMHS' services.

(3) The Corporation shall provide all information to Jefferson County that is necessary for Jefferson County to bill for services rendered by the Corporation under this Agreement, including but not limited to physician provider numbers (it being recognized and agreed that all billing for services provided under this Agreement shall be under the provider number(s) of Physicians and subject to the assignment provisions of § 2.3 hereof). Further, each party will cooperate with the other in the billing and collections process and the Corporation will promptly turn over to Jefferson County any fees received that should have been paid to Jefferson County under the terms of this Agreement.

(4) The Corporation agrees not to use, or permit any of its Physicians to use, any part of Jefferson County's facilities as a private office for the delivery of care. This provision shall not, however, be construed as prohibiting the Corporation from maintaining, at the Corporation's expense, an office for private practice at any location outside of CGMHS.

(5) Neither the Corporation, nor any of its Physicians, shall have the right or authority to enter into any contract in the name of Jefferson County or its facilities or otherwise bind Jefferson County in any way.

(6) The Corporation's Physicians shall provide professional medical services in a competent, timely and professional manner, consistent with their training and expertise and recognized standards of medical practice.

(7) The Corporation's Physicians shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to CGMHS and the services, including, without limitation, those requirements imposed by any State or other regulatory and accrediting organizations, and the Medicare/Medicaid Conditions of Participation, and any amendments thereto.

(c) Collaboration with Certified Registered Nurse Practitioner.

(1) If called upon to do so by Jefferson County, the Corporation's Physicians shall serve as collaborating Physicians for Certified Registered Nurse Practitioners ("CRNPs") with regard to services provided to patients at the CGMHS and shall provide professional oversight and direction to CRNPs in accordance with Alabama Code §§ 34-21-80, et seq., and the rules and regulations of the Alabama Board of Nursing and the Alabama State Board of Medical Examiners (the "Boards") and in accordance with this Agreement and the standard protocol (the "Protocol") approved by the Boards.

(2) Such collaboration services provided by Physicians shall include, at a minimum:

(i) completing such applications, renewals and reports as are required by applicable rules and regulations to enable Physicians to serve as collaborating Physicians for the CRNPs;

(ii) documenting evaluation of the clinical practice of CRNPs against established patient outcome indicators, using a specific percentage or selected sample of patient records, with a summary of findings, conclusions, and, if indicated, recommendations for change;

(iii) providing professional medical oversight and direction to CRNPs;

(iv) being readily available for direct communication or by radio, telephone or telecommunications with CRNPs;

(v) being readily available for consultation or referrals of patients from CRNPs;

(vi) making provisions for medical coverage by a Physician who is pre-approved by the Board of Medical Examiners and who is familiar with applicable rules of the Board of Medical Examiners regarding collaborative arrangements, for any reasonable periods when the primarily collaborating primary collaborating Physician is not readily available;

(vii) The Corporation will clearly specify the circumstances and provide written verification of the availability of an approved Physician for consultation, referral, or direct medical intervention in emergencies and after hours, if indicated, as set forth in the protocol attached hereto as Exhibit B; and

(viii) Physicians shall be present with CRNPs at approved collaborative practice sites for not less than ten percent (10%) of CRNPs' scheduled hours in the collaborative practice or provide for a pre-approved covering physician to be present in lieu of Physician, with the calculation of the ten percent (10%) requirement on a monthly or quarterly basis in accordance with Ala. Board of Medical Examiners Admin. Code r. 540-X-8.08(6).

(3) In the event that the Corporation's standard professional liability carrier declines or at any time fails to insure any potential liability to which the Corporation may be subject as a result of the application of this Section 2.4(c), then either party, at its option, may require the deletion of this Section 2.4(c), in which event, the provisions of this Section 2.4(c) shall be deemed removed in their entirety from the Agreement and of no force or effect whatsoever, provided that all other remaining provisions of the Agreement shall continue in

full force and effect.

Section 3 - Representations and Warranties of Jefferson County. Jefferson County represents and warrants that it has all requisite power and authority to execute and deliver this Agreement and all of the other documents and instruments required to be delivered hereunder. This Agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of Jefferson County, legally enforceable against it in accordance with their terms.

Section 4 - Jefferson County's General Obligations.

§ 4.1 General. Jefferson County shall reasonably ensure the performance of all of the following, all of which shall be provided to the Corporation at no cost:

(a) Jefferson County shall provide the space, equipment (including, without limitation, telephone, computer and information systems, etc., all of which shall be maintained in good working condition), clinical, technical, and personnel required by the Corporation to fulfill its clinical responsibilities hereunder for services to be provided by the Corporation pursuant to this Agreement.

(b) Jefferson County shall, in cooperation with the Corporation, make best efforts to establish administrative and business practices at the clinics for the efficient, prompt and effective handling of patient inquiries, scheduling appointments, greeting and processing patients within CGMHS in accordance with legal, ethical and payor guidelines.

(c) CGMHS shall provide, upon request by the Corporation, information regarding managed care plans and third party payor plans with which Jefferson County contracts when the Corporation participates or considers participation in these, plans. Furthermore, Jefferson County shall ensure adequate time for the Corporation's physicians to be credentialed by any such managed care plans and third party payor plans so as to allow the Corporation and the Corporation's Physicians to obtain provider numbers prior to the commencement of the Corporation or the Corporation's Physicians' participation in any such managed care or third party payor plans.

(d) Jefferson County shall ensure that CGMHS shall provide and maintain an adequate and complete system of medical records at Jefferson County's expense.

(e) Jefferson County shall provide other reasonable support services necessary to provide services including, assisting in scheduling, referring patients for appropriate and timely follow up and treatment to ensure the standard of care is maintained for the practice of medicine and procurement of specialists, preparation and filing of patient consents to treatment, and other services which may be reasonably requested by the Corporation or the physicians supplied by the Corporation. Without limiting the foregoing, Jefferson County shall use its best efforts to ensure that all patients have the appropriate preauthorization, authorization and referrals, if applicable, prior to services being rendered.

(f) Neither Jefferson County, nor any Jefferson County representative, shall have the right or authority to enter into any contract in the name of the Corporation or its facilities, or otherwise bind the Corporation in any way.

(g) (i) Jefferson County shall cooperate with Corporation to prepare and submit timely, accurate, and complete billings with respect to all services provide by the Corporation and its Physicians hereunder.

(ii) Each quarter during the term of this Agreement beginning with September 15, 2013, with respect to the preceding quarter, and for each corresponding fifteenth (15th) day of the month following the end of the subsequent quarter thereafter, Jefferson County shall prepare and provide to the Corporation a summary (in a form mutually agreed upon by Jefferson County and the Corporation) describing in reasonable detail the billings submitted with respect to the services provided by the Corporation and its Physicians under this Agreement with respect to such prior quarter (each, a "Billing Summary").

(iii) The Corporation shall have sixty (60) days from its receipt of each respective Billing Summary to dispute the same by delivering a written notice of such dispute (each, a "Dispute Notice") to Jefferson County describing the reason(s) for such dispute in reasonable detail. If the Corporation does not deliver a Dispute Notice with respect to a particular Billing Summary within such sixty (60) day period, such particular Billing Summary shall be deemed to be agreed upon. If the Corporation does deliver a Dispute Notice with respect to any particular Billing Summary and the Corporation and Jefferson County are unable to resolve any such dispute with respect to such Dispute Notice within thirty (30) days of Jefferson County's receipt of the same, then the Corporation and Jefferson County shall mutually select an independent certified public accountant/billing expert within thirty (30) days thereafter to resolve such dispute. Such independent certified public accountant/billing expert shall resolve such dispute within thirty (30) days of its engagement and its decision shall be final and binding on all parties. The fees and expenses of any such independent certified public accountant/billing expert shall be borne equally by the parties.

Section 5 - Mutual Obligations.

§ 5.1 Executive Meetings. During the first week of each month, the President of the Corporation will make himself available to meet with the Jefferson County Manager to discuss progress toward the shared objectives of both parties.

§ 5.2 Non-Interference/Non-Solicitation. So long as the Corporation is receiving any compensation from Jefferson County pursuant to this Agreement, the Corporation shall not, directly or indirectly, engage in any conduct intending or having the effect of persuading any patient, payor or provider to discontinue or forego entering into any business or service relationship with Jefferson County or any of its affiliates for the provision of medical services, or solicit or in any manner attempt to solicit or induce any person employed by or serving as

an agent of Jefferson County or any of its affiliates to terminate such person's association or contract of employment or agency, as the case may be, with Jefferson County or any of its affiliates.

§ 5.3 Medical Community. Jefferson County and the Corporation agree to use their mutual best efforts to reasonably inform the medical community of the capability of Jefferson County's programs.

#### Section 6 - Compensation.

§ 6.1 Compensation. The Corporation shall receive compensation for Medical Services provided to the patients enrolled in or deemed eligible for services at CGMHS based on the staffing mix and hourly payment rates described in Exhibit A. Physicians shall, on a weekly basis, submit a Report of Hours Worked during the previous week in the form attached hereto as Exhibit C. Jefferson County agrees to pay this compensation for hours worked hereunder in twelve (12) consecutive equal monthly payments, with each such payment due and payable on or before the tenth (10th) day of each month with respect to the services provided by the Corporation hereunder during the previous month.

§ 6.2 Productivity. It is a material assumption of this Agreement that each Physician will see an average of twenty (20) to twenty-five (25) patients per day during normal business hours, and that, if working in collaboration with a Certified Registered Nurse Practitioner, Physician will see an average of thirty-five (35) to forty (40) patients per day during normal business hours. For purposes of determining compliance with this § 6.2 only, an initial new patient encounter shall be considered to be equivalent to two established patient encounters. Physician productivity shall be reviewed on a monthly basis using a three month rolling average to determine compliance with this § 6.2. The productivity assumptions set forth in this § 6.2 are based upon such number of patients being available to be seen by a Physician. If Physician is available to see patients, but an insufficient number of patients are available at the County's Ambulatory Care Center for Physician to see the number of patients set forth in this § 6.2, or if the medical needs of patients actually presented for care at the County's Ambulatory Care Center otherwise dictate, the Corporation shall not be deemed in breach of the Agreement.

§ 6.3 Reduction of Compensation. In the event that the Corporation fails to provide the staffing levels provided for in Exhibit A, Jefferson County shall reduce compensation payments to the Corporation to reflect the actual staffing levels provided by the Corporation.

#### § 6.4 Logistical Issues for Compensation.

(a) In the event of an early termination of this Agreement pursuant to § 7.2 or § 7.3, Jefferson County shall pay the Corporation for services provided through the date of termination.

(b) All payments due to the Corporation hereunder shall be payable on a monthly basis, in arrears, due and payable on the first (1st) day of each month for compensation earned in providing the services performed during the preceding month. Any payments due to the Corporation hereunder which are delinquent shall bear interest at the rate of 1.5% per month.

#### Section 7 - Term and Termination.

§ 7.1 Term. The initial term of the Agreement shall be for a three year period beginning June 1st, 2013 (the "Effective Date") and ending on May 31, 2016. Upon the completion of the initial term or any succeeding term thereafter, the Parties may, by mutual agreement, renew the Agreement for an additional one (1) year term.

§ 7.2 Termination for Cause after Notice of Breach. Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement and no actions to cure such material breach have been initiated in the manner described in this paragraph. The party electing to terminate this Agreement shall provide the breaching party with not less than sixty (60) days advance written notice specifying the nature of the breach. The breaching party shall then have forty-five (45) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the sixty (60) day period without further notice or demand.

§ 7.3 Immediate Termination. Either party may terminate this Agreement immediately upon the complete closure of CGMHS, provided that Jefferson County shall use its best efforts to provide the Corporation reasonable advance notice, but in no event less than thirty (30) days of the closure of any CG Clinic.

§ 7.4 Obligations after Termination. Upon any termination of this Agreement, neither party shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing through the date and time of termination and any obligations, promises or agreements which expressly extend beyond the termination.

§ 7.5 Impact of Termination. In the event that either Jefferson County or the Corporation terminate this Agreement prior to the expiration of the Initial or a Renewal Term, the parties agree not to enter into any agreement or other financial relationship with one another until the Initial or Renewal Term that was in effect at the time of the termination would have expired. The provisions of this § 7.6 shall survive termination of this Agreement.

#### Section 8 - Insurance and Indemnification.

§ 8.1 Insurance. During the term of this Agreement, professional liability insurance shall be furnished by the Corporation for its Physicians with such carrier, trust, or other program or self-insurance program as the Corporation shall select, in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The Corporation agrees



to provide true, complete and correct applications as requested and to comply with Jefferson County's risk management policies and any requirements of the insurance carrier of the policy furnished to Physician.

§ 8.2 Jefferson County's Insurance. During the term of this Agreement, Jefferson County shall keep and maintain, at their sole cost and expense, such professional and general liability coverage for the acts and omissions of Jefferson County, its officers, directors, employees, and agents (excluding the Corporation and the Corporation's Physicians should it or they be deemed to be agents notwithstanding the contrary intent of the parties). All such insurance shall be issued upon such forms and in such amounts that are customary in the healthcare industry. Notwithstanding the foregoing, Jefferson County may, at its option self-insure.

§ 8.3 Indemnification. Except as provided for in the below § 10.15 of this Agreement, Jefferson County and the Corporation shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors and neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors.

#### Section 9 - The Corporation's Covenants.

§ 9.1 Modification. If a court determines that the scope of any restrictions contained in § 5.2 hereof is too broad to permit enforcement of such restrictions to their full extent, then such restrictions shall be enforced to the maximum extent permitted by law, and the Corporation hereby consents and agrees that such scope may be modified accordingly in any proceeding brought to enforce such restrictions.

§ 9.2 Injunctive Relief. The Corporation agrees that in the event of any breach by the Corporation or the Corporation's Physicians of any of the provisions of this Section 9 or of Section 5 that Jefferson County may suffer irreparable harm for which the remedy of monetary damages may be inadequate. Therefore, in the event of a breach by the Corporation or the Corporation's Physicians thereof, Jefferson County, in addition to, and not in limitation or, any other rights, remedies, or damages available to Jefferson County at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction, and permanent injunction in order to prevent or restrain any such breach by the Corporation or by the Corporation's Physicians, and/or any and all persons directly or indirectly acting for or with the Corporation.

#### Section 10 - Miscellaneous Provisions.

§ 10.1 Notice. Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this § 10.1. The respective addresses are:

If to Jefferson County:

County Manager  
Suite 251  
Jefferson County Courthouse  
716 Richard Arrington Blvd. N.  
Birmingham, Alabama 35203

With a copy to:

Jefferson County Attorney  
Suite 280  
Jefferson County Courthouse  
716 Richard Arrington, Jr. Blvd. N.  
Birmingham, AL 35203

If to the Corporation:

President  
Jefferson Clinic, P.C.  
P.O. Box 55845  
Birmingham, Alabama 35255-5845

With a cop,:

Russell L. Irby, III  
Johnston Barton Proctor & Rose LLP  
569 Colonial Brookwood Center, Suite 901  
Birmingham, Alabama 35209

§ 10.2 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

§ 10.3 Partial Invalidity. In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

§ 10.4 Assignment. Because this is a personal services contract, the Corporation may not assign any of its rights or obligations hereunder without the prior written consent of Jefferson County. Jefferson County may assign this Agreement to any successor to all, or substantially all, of CGMHS' operating assets or to any affiliate of Jefferson County. This Agreement shall inure to the benefit of and be binding upon parties hereto and their respective successors and permitted assigns.

§ 10.5 Independent Contractors. The Corporation acknowledges that it (and each of its Physicians) is an independent contractor and not an agent or employee or joint venturer of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally the Corporation understands and agrees that this Agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of the Corporation. The Corporation shall not represent itself to any third party as an agent or employee of Jefferson County. The Corporation shall withhold and pay all Federal, Social Security taxes, Federal and State unemployment taxes, and all similar payroll taxes, including workers' compensation insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims.

§ 10.6 Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to the Corporation or the Corporation's Physicians to refer any patients to, or order any goods or services from CGMHS. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in a manner which violates the federal Anti-kickback Statute, the Criminal and Civil False Claims Act, the federal SelfReferral Statute, federal law or regulation relating to criminal mail, wire fraud, or health care fraud, or any other federal, state or local law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.

§ 10.7 Third Party Beneficiaries. This Agreement is entered into for the sole benefit of Jefferson County and the Corporation. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity that is not a party to this Agreement, including, without limitation, any of the Corporation's Physicians.

§ 10.8 Governing Law. The parties agree that this Agreement is made and entered into in Jefferson County, Alabama and that all services, materials 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 the 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.

§ 10.9 Amendments/Approvals. Neither this Agreement nor any amendment or modification hereto, except as stated in § 7.2 hereof, shall be effective or legally binding upon the parties, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved in writing by an authorized representative of Jefferson County, by Jefferson County's Legal Counsel and by an authorized representative of the Corporation.

§ 10.10 Headings. All section, subsection, or paragraph headings utilized in this Agreement are for convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the section, subsection or paragraph so designated.

§ 10.11 Waiver. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any right, power or privilege hereunder be construed as a waiver at any subsequent time of the same or another right, power or privilege.

§ 10.12 Conflicts of Interest. Each party shall inform the other of any arrangements which may present a conflict of interest or materially interfere in such party's performance of its duties under this Agreement. In the event a party pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to materially interfere with) such party's performance under this Agreement, the other party may exercise its rights and privileges.

§ 10.13 Access to Books and Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party to this Agreement shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to six (6) years after the rendering of such services. If any party hereto carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Jefferson County, its representatives, the Corporation, or the Corporation's Physicians by virtue of this Agreement.

§ 10.14 Change of Circumstances. In the event any federal, state or local legislative or regulatory authority adopts any law, rule,

regulation, policy, procedure or interpretation thereof which requires a material change in the manner of either party's operations under this Agreement, then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

§ 10.15 Confidentiality and Disclosure of Patient Information. The Corporation acknowledges that in the course of providing the services called for by this Agreement it may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). As set forth in 45 C.F.R. § 164.504(e), the Corporation may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of the Corporation, or (iii) to carry out the legal responsibilities of the Corporation. If the Corporation discloses this PHI to another person or entity, the Corporation must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify the Corporation of any instances of which it is aware in which the confidentiality of the PHI has been breached. The Corporation will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to Jefferson County any use or disclosure of PHI not provided for by this Agreement of which the Corporation becomes aware; (d) indemnify and hold harmless Jefferson County from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by the Corporation of any PHI other than as permitted by this Agreement; (e) make available PHI in accordance with 45 C.F.R. § 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the Corporation on behalf of, Jefferson County available to the Secretary of Health and Human Services and Jefferson County for purposes of determining compliance with 45 C.F.R. §§ 164.500 - .534; (i) ensure that any agents, including subcontractors, to whom Jefferson County provides PHI received from, or created or received by the Corporation on behalf of, Jefferson County agrees to the same restrictions and conditions that apply to the Corporation with respect to such PHI; and (j) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by the Corporation on behalf of, Jefferson County that the Corporation maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Corporation will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. Any breach of this section of the Agreement shall permit Jefferson County to terminate this Agreement immediately, upon written notice to the Corporation. The obligations of this § 10.15 shall survive the termination of this Agreement.

§ 10.16 Non-Discrimination Policy: Jefferson County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Corporation agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, or disability.

§ 10.17 County Funds Paid: Jefferson County, the Corporation, and the Corporation's representative signed below certify by the execution of this Agreement that no part of the funds paid by Jefferson County and or the State of Alabama 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 Corporation 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 Jefferson 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. Any violation of this certification shall constitute a breach and default of this Agreement. which shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination the Corporation shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

§ 10.18 Interested Parties: The Corporation declares that, as of the effective date of this Agreement, neither Jefferson County, nor any of Jefferson County's employees nor any director nor any other government official is directly or indirectly interested in this Agreement or any Agreement with the Corporation for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Corporation pledges that it will notify Jefferson County's Purchasing Manager in writing should it come to its knowledge that any such official becomes either directly or indirectly interested in the Agreement or any Agreement with the Corporation for which compensation xi-ill be sought during the aforesaid period. In addition, the Corporation declares, that as of the date of this Agreement, neither it nor any of its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of Jefferson County, or to anyone else for Jefferson County's benefit, any sum of money or other thing of value

for aid or assistance in obtaining this contract with Jefferson County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Corporation nor any of its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of Jefferson County, or to anyone else for the benefit of Jefferson County, its officials, or employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other Agreement with the Corporation for which compensation will be claimed during the period of time this Agreement is being performed.

§ 10.19 Statement of Compliance with Alabama Code Section 31-13-9. By signing this Agreement, 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, Jefferson County and the Corporation have duly executed this Agreement as of the dates set out beneath their respective signatures.

THE CORPORATION: JEFFERSON CLINIC, P.C.

Rick Player, President

JEFFERSON COUNTY:

W. D. Carrington, President

Motion was made by Commissioner Bowman seconded by Commissioner Brown that the above resolution be adopted.

Motion was made by Commissioner Knight seconded by Commissioner Stephens to amend the above resolution by adding that the resolution be adopted subject to clearance from the Human Resources Department and clearance from the Consent Decree. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

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May-30-2013-397

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 Delbert H. Hahn, M.D. to provide additional services of providing interpretation of CT scans in the amount of \$145,000. (Exhibits on file in the Minute Clerk's Office)

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County" and Dr. Delbert H. Hahn (hereinafter called "Radiology Provider").

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 January 31, 2013, at M.B. 164, Pg. 343-348, is hereby amended as follows:

Compensation paragraph 3.1 will now read as follows:

3.1 Compensation. County shall pay to Radiology Provider for the services rendered pursuant to this Agreement, the amount of \$13,200 per month. In the event of more modalities like MIR etc; the rate would be renegotiated. The compensation provisions of this Agreement may not be altered or modified except at the end of the Initial Term or any Renewal Term or by mutual consent of both parties. Radiology Provider shall provide invoices by the 5<sup>th</sup> of each month as set forth in Exhibit B for services provided along with a monthly schedule to be developed with the County Radiology Manager as set forth in Exhibit C. The County shall make payment no later than the 15<sup>th</sup> of each month.

Exhibit A Provider Obligations paragraph 2 will now read as follows:

2. Interpretation of routine radiographs and ultrasounds vis Picture Archiving and Communications System (PACS) to include a dictated report transcribed via full speech-recognition program provided by Jefferson County. Interpretation of Computed Tomography (CT) Scans remotely, via the PACS workstation.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

CONTRACTOR

Delbert H. Hahn, M.D.

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

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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 Brown seconded by Commissioner Bowman to convene an Executive Session. Voting "Aye" Brown, Bowman, Carrington, Knight and Stephens.

Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened Monday, June 3, 2013 at 10:00 a.m. with the following members present:

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 to convene an Executive Session. Voting "Aye" Stephens, Knight and Carrington.

Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened Tuesday, June 4, 2013 at 10:00 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 Brown to convene an Executive Session. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Thereupon the Commission Meeting was recessed.

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The Commission met in Work Session on June 4, 2013, and approved an item to be considered at the reconvened May 30, 2013, Regular Commission Meeting:

· Commissioner Stephens, Finance & Information Technology Committee: resolution authorizing execution of Plan Support Agreements.

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The Commission Meeting was re-convened Tuesday, June 4, 2013 at 2:00 p.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

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

WHEREAS, Jefferson County, Alabama (the "County") has engaged in negotiations with various creditors in an effort to reach a consensual settlement with respect to its outstanding sewer revenue warrants; and

WHEREAS, negotiation of a reduced debt burden on the County's sewer system (the "System") is in the best interests of the County and benefits all residents of the County; and

WHEREAS, as a result of the ongoing negotiations with certain creditors, the Commission has received and reviewed the following Plan Support Agreements:

(i) a Plan Support Agreement dated as of June 6, 2013, including the Term Sheet attached as Exhibit A thereto (the "JPMorgan Plan Support Agreement"), proposed to be entered into by and the County, JPMorgan Chase Bank, N.A., JPMorgan Chase Funding, Inc. and J.P. Morgan Securities LLC, a copy of which is attached to the minutes of this meeting;

(ii) a Plan Support Agreement dated as of June 6, 2013, including the Term Sheet attached as Exhibit A thereto (the "Supporting Warranholders Plan Support Agreement") proposed to be entered into by and among the County, Brigade Capital Management, LLC, Claren Road Credit Master Fund, Ltd., Claren Road Credit Opportunities Master Fund, Ltd., Emerald Eagle Holdings, L.L.C., Emerald Eagle Holdings South, L.L.C., Fundamental Partners LP, Fundamental Partners II LP, Glendon Capital Management L.P., various Monarch parties signatories to the Supporting Warranholders Plan Support Agreement, Red Mountain Holdings LLC, Stone Lion Capital Partners L.P., and JPMorgan Chase Bank, N.A., a copy of which is attached to the minutes of this meeting; and

(iii) a Plan Support Agreement dated as of June 6, 2013, including the Term Sheet attached as Exhibit A thereto (the "Monoline Plan Support Agreement") proposed to be entered into by and among the County, Assured Guaranty Municipal Corp., Financial Guaranty Insurance Company, and Syncora Guarantee Inc., a copy of which is attached to the minutes of this meeting; and

WHEREAS, the Commission has determined that entry into the JPMorgan Plan Support. Agreement, the Supporting Warranholders Plan Support Agreement and the Monoline Plan Support Agreement (collectively, the "Sewer Plan Support Agreements") is in the best interests of the County and will assist the County in its efforts to propose and pursue confirmation of a plan of adjustment to be filed in the County's Chapter 9 bankruptcy case; and

WHEREAS, the Commission has received and reviewed a financing plan containing assumptions regarding an issuance amount, costs of issuance, issuance proceeds, rate and revenue forecasts, and assumptions concerning elasticity, operating expenditures and capital expenditures, for consideration and approval by the Commission, subject to compliance with procedures required by state law, simultaneously with the above-referenced Sewer Plan Support Agreements and as a predicate component of the transactions described in such Sewer Plan Support Agreements (the "Financing Plan").

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION that the Sewer Plan Support Agreements and the Financing Plan are hereby approved. The President of the Commission is hereby authorized and directed to execute and deliver the Sewer Plan Support Agreements on behalf of the County in substantially the forms presented to this meeting, with such changes thereto and deletions therefrom as he may approve as necessary and appropriate, his execution thereof to be conclusive evidence of his approval of such changes or deletions.

(Attachments/Exhibits on file in the Minute Clerk's Office)

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

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, June 13, 2013.

\_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
Minute Clerk