

STATE OF ALABAMA)

JEFFERSON COUNTY) February 28, 2013

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Minutes of February 14, 2013, be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

The Commission met in Work Session on February 26, 2013, and approved the following items to be placed on the February 28, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5 and Addendum Items 3 through 7.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 6.
- Commissioner Carrington, Administrative Services Committee - Items 1 and 2.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 3.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 25 and Addendum Items 1 and 2.

Feb-28-2013-143

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:
Geoffrey L. Parker, Sheriff's Office was granted a military leave of absence from October 1, 2012 - January 9, 2013 and the amount of pension contributions due Geoffrey L. Parker is \$808.35 plus the County matching contributions of \$808.35 for a total of \$1,616.70.

William Pharr, Sheriff's Office was granted a military leave of absence from July 16, 2012 - January 9, 2013 and the amount of pension contributions due William Pharr is \$1,057.45 plus the County matching contributions of \$1,057.45 for a total of \$2,114.90.

Jeremy Romine, Sheriff's Office was granted a military leave of absence from June 6, 2012 - January 1, 2013 and the amount of pension contributions due Jeremy Romine is \$1,641.98 plus the County matching contributions of \$1,641.98 for a total of \$3,283.96.

David E. Floyd, Jr., Cooper Green was granted a military leave of absence from February 1, 2012 - November 9, 2012 and the amount of pension contributions due David E. Floyd, Jr. is \$3,699.36 plus the County matching contributions of \$3,699.36 for a total of \$7,398.72.

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

Feb-28-2013-144

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 Pure Air Filtration to increase scope of work at Scotts Branch Pre-Treatment Facility to include pultruded beam support, grating, additional FRP vertical beams inside, lull rental, mobilization and labor and any freight related charges and to amend compensation amount by \$6,820 to a total of \$126,620.

Contract ID: 00004318

BID: 137-12

AMENDMENT TO CONTRACT

This Amendment to the Contract entered into this 14th day of February 2013 by and between Jefferson County, Alabama, through the Environmental Services Department (hereinafter called "the County") and Pure Air Filtration (hereinafter called "the Contractor").

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 referenced above, which was approved by the Jefferson County Commission on the 23rd day of October 2012, and recorded in Minute Book 164, Pages 5-9, is hereby amended as follows:

Amend the Scope of Work paragraph as follows: Due to Site Unseen Damage, the terms of work are hereby amended to include the following; pultruded beam support, grating, additional FRP vertical beams inside, lull rental, mobilization and labor and any freight related charges.

Amend the Compensation paragraph as follows: Jefferson County Purchase Order 2000067147 in the amount of \$126,620.00 (includes freight, shipping and handling) will cover the following: Removal, disposal, repair, and replacement of high capacity carbon media for three (3) units at the Scotts Branch Pre-Treatment Facility.

Amend the Terms of Payment paragraph as follows: Net 30/full amount of Purchase Order 2000067147 - one payment of \$126,620.00

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Commission President

CONTRACTOR;

Richard Doln, Sales Manager

Authorized Representative

Pure Air Filtration

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

Feb-28-2013-145

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Michael J. Davis, III to fill the unexpired term of John Yeager on the Jefferson County Housing Authority Board, beginning upon approval and ending September 10, 2016, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
2/28/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000114	THE BHAM BUS JOURNAL	SUBSCRIPTION FOR 1 YEAR	GEN SVCS: ADMIN	94.64	1900068530
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR TAX COLLECTORS OFFICE	GEN SVCS: ADMIN	4.00	1900068451
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER MEDICA EXAMINER POSTAGE	CORONER/MED EXAMINER	18.00	1900068352
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REIMBURSE FOR PARKING OVERPAYMENT FOR EMPLOYEE	GEN SVCS: ADMIN	40.00	1900068601
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH	CO HOME: GENERAL ADMIN	6.15	1900068670
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE	CO HOME: GENERAL ADMIN	17.25	1900068671
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE	CO HOME: GENERAL ADMIN	5.75	1900068672
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH	CO HOME: GENERAL ADMIN	8.85	1900068669
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BREAD AND COFFEE	CO HOME: NURSING SER	36.12	1900068667
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF TWO STAMPS FOR SEWER BILLING MAIL	GEN SVCS: ADMIN	0.92	1900068639
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR REVENUE MAIL OUT.	GEN SVCS: ADMIN	47.85	1900068684
*DISTRICT 1					279.53	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRIBACHS & PLANNER - HIGHWAY ENGINEERING	R&T: HIWAY ENG & CONSTR	125.00	1900068568
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE LICENSE RENEWAL - BARRY ISBALL - BESS	R&T: HIWY MAINT-BESS	93.15	1900068569
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE SUPPLIES, PAINT SUPPLIES, PLUMBING SUPPL	R&T: HIWAY MAINT-BESS	211.96	1900068552
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRIBACHS & PLANNER - HIGHWAY ENGINEERING	R&T: HIWAY ENG & CONSTR	125.00	1900068420
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS, POSTAGE STAMPS	FLEET MGMT: ADMIN	204.40	1900068627
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PRINTER & CABLE - CAMP KETONA	R&T: HIAY MAINT-KETONA	166.99	1900068571
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE FEES - KEFF JAMES - TRAFFIC	R&T: TRAFFIC ENGINEERING	40.00	1900068841
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PRESSURE WASHER TIPS, FRAMING, BLOTS, NUTS, ANVILS	R&T: HIWAY MAINT-KETONA	248.26	1900068665
DISTRICT 2	1000193	JEFFERSON CO TREASURER	LIGHT FOR JET WASHER & SPROCKET CHAINS	R&T: HIAY MAINT-BESSEMER	79.70	1900068642
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRIBACHS & PLANNER - HIGHWAY ENGINEERING	R&T: HIAY ENG & CONSTR	125.00	1900068652
DISTRICT 2	1000193	JEFFERSON CO TREASURER	ELECTRIC DRILL & BITS - TRAFFIC DIVISION	R&T: TRAFFIC ENGINEERING	56.39	1900068651

*DISTRICT 2					1,475.85	
DISTRICT 3	1000032	ALABAMA MESSENGER	AL MESSENGER 2013 SUB RENEWAL JEFF CTY TREASURER	TREASURER	15.00	1900068676
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-RETURN TRAVEL-B. THOMPSON11/4/12 GA	REVENUE	1.20	1900068453
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-CENTERPOINT - 9.00	REVENUE	9.00	1900068454
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 55.93	REVENUE	55.93	1900068455
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EMER PURCHASE OF RECORDER, RECORD POLYGRAPH BOND,	SHERIFF ENFORCE-BHAM	152.91	1900068523
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REIMB/J. VERBITSKI	SHERIFF ENFORCE-BHAM	32.66	1900068464
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REIMB/PENNINGTON	SHERIFF ENFORCE-BHAM	49.70	1900068463
DISTRICT 3	1000193	JEFFERSON CO TREASURER	NOTE BOOK USED AT THE JAIL DOCKET	SHER CORRECT-BHAM	8.79	1900068666
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	216.27	1900068737
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LEGAL PAPER, H2O, MARDIS OFFICE MAX	BD OF EQUAL - BHAM STATE	13.28	1900068835
DISTRICT 3	1000301	INTL ASSOC OF ASSESSING	IAAO DUES CALLAHAN 2013	BD OF EQUAL - BHAM STATE	175.00	1900068537
DISTRICT 3	1000832	DONALD R MCALLISTER	LOCAL MILEAGE REIMBURSEMENT MCALLISTER	BD OF EQUAL - BHAM STATE	153.90	1900068629
DISTRICT 3	1030870	BACK 40 REAL ESTATE SERV	REFUND ELEC CRTHSE JAN PAYMENT	INFO TECHNOLOGY	60.97	1900068340
DISTRICT 3	1030871	NATIONAL REAL ESTATE	REFUND ELEC CRTHSE JAN PAYMENT	INFO TECHNOLOGY	60.97	1900068341
DISTRICT 3	1030872	WHITTEMORE LEGAL SERV	REFUND ELEC CRTHSE JAN PAYMENT	INFO TECHNOLOGY	60.97	1900068342
*DISTRICT 3					1,066.55	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PRESENTER	FC ADMIN SERVICES	79.99	1900068417
DISTRICT 4	1000193	JEFFERSON CO TREASURER	DIVIDERTABS, RUBBER STAMPS, LABELS, PRINTER, REGIS	FC JUVENILE PROBATION	288.73	1900068416
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - LOCKS FOR EMA TRAILERS / FREEZER REPAIRS	EMA	486.20	1900068570
DISTRICT 4	1000193	JEFFERSON CO TREASURER	2 SELF INKING SIGNATURE STAMPS FOR NEW JUDGE	FC JUVENILE PROBATION	191.12	1900068462
DISTRICT 4	1000600	FAMILY COURT OF BHAM	UNREIMBURSED BANK SERVICE CHARGES	FC CLERKS OFFICE	825.43	1900068663
DISTRICT 4	1029446	CORNELIUS AYERS	SR GRANT REIMBURSEMENT - CORNELIUS AYRES	EMA	4,000.00	1900068876
DISTRICT 4	1029463	JOSEPH M NELSON	SR GRANT REIMBURSEMENT - JOSEPH NELSON	EMA	2,693.66	1900068875
DISTRICT 4	1029638	EVELYNE CARDENAS	SR GRANT REIMBURSEMENT - EVELYNE CARDENAS	EMA	4,000.00	1900068872
DISTRICT 4	1030628	CHARLES G HORN	SR GRANT REIMBURSEMENT - CHARLES HORN	EMA	4,000.00	1900068873
DISTRICT 4	1030715	FERRIS J RITCHEY	SR GRANT REIMBURSEMENT - FERRIS RITCHEY	EMA	3,993.75	1900068874
DISTRICT 4	1030898	LEE ELECTRIC	PERMIT 130066E - JOB LOCATED IN HUEYTOWN	INSPECTION SERVICES	50.00	1900068575
*DISTRICT 4					20,608.88	
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2013 BBA DUES-JEFFREY M. SEWELL	COUNTY ATTORNEY	175.00	1900068517
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2013 BBA DUES-THEODORE A. LAWSON	COUNTY ATTORNEY	175.00	1900068518
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2013 BBA DUES-FRENCH A. MCMILLAN	COUNTY ATTORNEY	175.00	1900068519
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	2013 BBA DUES-SHAWNNA HAAS SMITH	COUNTY ATTORNEY	100.00	1900068520
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TONER CARTRIDGE	ES: BARTON LAB	107.78	1900068079
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAMPLE JUGS FOR LAB	ES: CAHABA RIVER WWTP	168.20	1900068586
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GENERATOR BATTERIES	ES: TRUSSVILLE WWTP	352.00	1900068607
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAWZALL ACCESSORIES TO FIX GENERATOR RAIN CAP	ES: CAHABA RIVER WWTP	44.45	1900068608
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GRAPH CHARTS AND PLASTIC BOTTLES	ES: VILLAGE CREEK WWTP	441.80	1900068465
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GASOLINE,PANTS,CABLE,WIRE,COPPER,TUBING,PIPING;	ES: VILLAGE ELEC SHOP	403.92	1900068603
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS AND NUTS FOR MIXERS	ES: LEEDS WWTP	2.14	1900068624
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS TO REPAIR GRIT BRIDGE	ES: CAHABA RIVER WWTP	19.72	1900068405
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPARE KEYS MADE FOR PLANT	ES: LEEDS WWTP	3.75	1900068562
DISTRICT 5	1000193	JEFFERSON CO TREASURER	O RINGS FOR MIXERS	ES: LEEDS WWTP	17.70	1900068563
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WEF MEMBERSHIP RENEWAL-CEDRIC HAYDEN	ES: SANITATION ADMIN	122.00	1900068509
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTER, SPRAYER, BOTTLES, MICROWAVE	ES: VILLAGE CREEK WWTP	333.74	1900068626
DISTRICT 5	1000193	JEFFERSON CO TREASURER	VEST;POSTAGE;CLAMPS;FLOOD LAMP;FILTER;MIRROR;HOSE;	ES: FIVE MILE CREEK WWTP	258.56	1900068356
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LOCK NUT FOR BOLT	ES: LEEDS WWTP	2.13	1900068573
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHAFT REPAIR,BEARINGS,UNION	ES: VILLAGE MAINT SHOP	545.51	1900068755
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WHEEL	ES: VILLAGE MAINT SHOP	29.91	1900068767
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS, TIMP STICKS,KEYS,PVC PIPING	ES: VILLAGE MAINT SHOP	390.85	1900068635
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEESREIMBURSEMENT	PER BD: WFORCE ANALYSIS	139.62	1900068681
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	19.85	1900068682
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHAIN;GASKET;ICEMAKER;CEMENT;PADLOCK;PLUG;PIPE;WHL	ES: FIVE MILE MAINTSHOP	274.78	1900068678
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEYS;INK CARTRIDGE;OIL;LCD PANEL;TERMINAL BLOCK;	ES: FIVE MILE CREEK WWTP	307.05	1900068638
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HI TEMP SILICONE,3/8" BOLTS,CONTACTOR,OVERLOAD,	ES: PKAGE WWTP & PUMP STA	188.27	1900068800
DISTRICT 5	1003712	LEGALINK-A MERRILL CO	USA V. JEFFCO-DEPO OF JANET THORNTON	COUNTY ATTORNEY	662.97	1900068757
DISTRICT 5	1019443	WAN CARLOS THORPE	ASSESSORS-THORPEWANCARLO-2013POLICE/SHERIFFSERGEAN	PER BD: TESTING	491.12	1900068734
DISTRICT 5	1025119	MARY LOU SEGARS	REFUND FOR PRIVATE MTR ADJ & FB W0-7722(D)	FINANCE SEWER SERV	190.38	1900068742
DISTRICT 5	1027451	KENNETH MILLER	ASSESSORS-MILLERKENNETH-2013POLICE/SHERIFFSERGEAN	PER BD: TESTING	192.82	1900068732
DISTRICT 5	1029254	ROBERT LABUSHESKY	ASSESSORS-LABUSHESKYROBE-2013POLICE/SHERIFFSERGEAN	PER BD: TESTING	181.89	1900068731
DISTRICT 5	1030620	ROBERT P SAURER	REFUND FOR OVERPAYMENT & FB R 1-2200003(D)	FINANCE SEWER SERV	20.50	1900068061
DISTRICT 5	1030657	NEAL MUHAMMAD	ASSESSORS-MUHAMMADNEAL-2012FIRELIEUTENANTASSMNT	PER BD: TESTING	102.00	1900068756
DISTRICT 5	1030864	JOHN BARROW	REFUND FOR OVERPAYMENT N 5590-1730 (L#1)	FINANCE SEWER SERV	221.65	1900068401
DISTRICT 5	1030878	CHRISTOPHER BORN	ASSESSOR-BORNCHRISTOPHER-2013POLICE/SHERIFFSERGEAN	PER BD: TESTING	631.25	1900068723
DISTRICT 5	1030879	PATRICIA CANTU	ASSESSOR-CANTUPATRICIA-2013POLICE/SHERIFFSERGEAN	PER BD: TESTING	125.00	1900068724
DISTRICT 5	1030880	HOLLY PEREZ	ASSESSOR-HOLLYPEREZ-2013POLICE/SHERIFFSERGEAN	PER BD: TESTING	150.00	1900068725
DISTRICT 5	1030881	NATHANIEL TARVER	ASSESSOR-NATHANIEL TARVE-2013POLICE/SHERIFFSERGEAN	PER BD: TESTING	200.82	1900068726
DISTRICT 5	1030882	JOCELYN WELLS	ASSESSOR-JOCELYN WELLS-2013POLICE/SHERIFFSERGEAN	PER BD: TESTING	138.37	1900068727
DISTRICT 5	1030883	MIKE WELSH	ASSESSOR-MIKEWELSH-2013POLICE/SHERIFFSERGEAN	PER BD: TESTING	201.73	1900068728
DISTRICT 5	1030884	EDDIE WILDER	ASSESSORS-EDDIEWILDER-2013POLICE/SHERIFFSERGEAN	PER BD: TESTING	196.28	1900068730
DISTRICT 5	1030891	RICHARD HUTCHCRAFT	REFUND FOR OVERPAYMENT & FB L 5-51504331(D)	FINANCE SEWER SERV	75.75	1900068739
DISTRICT 5	1030910	MATTHEW GREGORY	REFUND FOR OVERPAYMENT & FB W0-111838(D)	FINANCE SEWER SERV	38.74	1900068743
DISTRICT 5	1030926	DAVID GLASS INSURANCE	REFUND FOR DAVID GLASS	HUMAN RESOURCES ADMIN	223.91	1900068837
DISTRICT 5	1030927	MARSHEA FIELDS	INSURANCE REFUND FOR MARSHEA FIELDS	HUMAN RESOURCES ADMIN	77.88	1900068839
DISTRICT 5	1030928	KIMBERLY N MATTHEWS	INSURANCE REFUND FOR KIMBERLY MATTHEWS	HUMAN RESOURCES ADMIN	129.43	1900068838
*DISTRICT 5					9,051.22	
**					32,482.03	

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

Feb-28-2013-146

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Accounting Services Contract and Addendum between Jefferson County, Alabama and Warren, Averett, Kimbrough & Marino, LLC to audit the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2012 in the amount of \$53,000.

ACCOUNTING SERVICES CONTRACT

THIS AGREEMENT entered into this 22nd day of January 2013, by and between Jefferson County, Alabama, hereinafter called "the County", and Warren Averett, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be January 1, 2013.

WHEREAS, the County desires to contract for accounting services for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said accounting services to the County.

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. **SCOPE OF SERVICES:** The Contractor shall perform all necessary professional accounting services provided under this Contract as required by the Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner accounting audits as described below:

- An audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2012 as described in Section 16.1 of the Trust Indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$1,050,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A, Series 2005-A, and Series 2005-B. The schedule of receipts and disbursements of Education Tax Proceeds shall include only proceeds collected by the County from the levy of the Education Tax and disbursements made from those same proceeds. Other receipts, such as bond proceeds and investment earnings, shall not be included. Other disbursements, such as grants and arbitrage rebate payments shall not be included. The County will furnish a copy of such audit to the Trustee and to each Rating Agency which has a rating outstanding respecting any series of the Parity Securities, and each of them is granted the right to discuss the contents of the audit with the Contractor making the same and to secure from the Contractor such additional information respecting the matters therein set out as may be reasonably required.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional accounting services to the Commission in accordance herewith and the Addendum attached hereto at any time after the effective date of this Contract. The terms of this contract are effective until September 30, 2013. The parties may extend the term of this agreement by mutual agreement if required for completion of services.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at the hourly rates reflected below. Provided the compensation shall not exceed the upper limit of the estimated fees without amendment approved by the County Commission.

ACCOUNTING SERVICES

Audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2012 as described in Section 16.1 of the Trust Indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$1,050,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A, Series 2005-A, and Series 2005-B.

COST PROPOSAL

Estimated Hours 200-250

Estimated Fees - \$48,000 - \$53,000

Hourly rates by position are as follows:

POSITION	HOURLY RATES
Member	\$295-\$350
Senior Manager	\$230-\$275
Manager	\$200-\$235
Supervisor	\$170-\$195
Senior Accountant	\$155-\$170
Staff Accountant	\$150

A payment of \$25,000 will be paid by the County upon acceptance of this contract and will be presented as a deduction by the Contractor on the final billing at project completion. Progress billings for the engagement will be made on or about the 1st and the 15th of each month based on the number of hours of work incurred during the previous two weeks. Invoices are due within 15 days of invoice date.

Expenses will also include only actual out of pocket expenses such as mileage and other direct costs. All out of pocket expenses will be billed separately and disclosed fully on the statements.

5. **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 Workmen's Compensation, FICA taxes, Occupational taxes, all applicable federal, state and local taxes, etc., and that the County will not be obligated for same under this contract.

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

7. **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.

8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

9. **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.

10. 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.

11. 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.

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

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 the Agreement.

13. CONFLICTS OF INTEREST: Other than assisting CPA firm clients in the normal course of business related to occupational tax and business license matters during the term of this agreement, Contractor agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

14. NON-ASSIGNMENT: No portion of the resulting project contract may be sold, assigned, transferred, or conveyed to a third party without the express written consent of the Commission. Should the Commission authorize Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the subcontractor(s) 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.

15. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract 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, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

CONTRACTOR
Carol L. Phillips, CPA
Warren Averett, LLC

JEFFERSON COUNTY, ALABAMA
David Carrington, President
Jefferson County Commission

ADDENDUM TO ACCOUNTING SERVICES CONTRACT

1. ENGAGEMENT: Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for Jefferson County, Alabama. This addendum to the Accounting Services Contract dated January 22, 2013 confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

In the following sections, "we" refers to Warren Averett and "you" refers to Jefferson County, Alabama.

2. SERVICES PROVIDED: We will perform auditing services as described in paragraph 2 of the Accounting Services Contract.

The objective of our audit is the expression of an opinion as to whether your Schedule of Education Tax Proceeds Receipts and Disbursements (the Schedule) is fairly presented, in all material respects, in conformity with the cash basis of accounting. Our audit will be

conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinion. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management is responsible for the Schedule and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of the Schedule. You are responsible for making all management decisions and performing all management functions relating to the Schedule for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the Schedule and that you have reviewed and approved the Schedule prior to its issuance and have accepted responsibility for it. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the Schedule in conformity with the cash basis of accounting.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the Schedule to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Schedule taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the Schedule. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the Schedule is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of law or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Schedule. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the Schedule and related matters.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the Schedule and to design the nature, timing, and extent of further audit procedures.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our report to the Commissioners however, management is responsible for distribution of the report and the

Schedule. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our report is to be made available for public inspection.

The audit documentation for this engagement is the property of Warren Averett, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to third parties. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested.

We expect to begin our audit on approximately February 18, 2013 and to issue our reports no later than March 31, 2013. Jeff Burleson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

3. DETECTION: This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statements, and Jefferson County, Alabama agrees that we will have no responsibility to do so.

4. FEES: Our fees for these services are outlined in the accompanying Accounting Services Contract. If unusual circumstances or transactions are encountered outside the scope of the audit, we will discuss them with you in advance and agree on any additional fees before we incur any time.

5. BILLING: Billing terms are outline in the accompanying Accounting Service Contract dated January 22, 2013. Invoices are due within 15 days of the invoice date. In the event that payment is not received within 15 days of the due date, Jefferson County, Alabama will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, Jefferson County, Alabama agrees that we will not be responsible for Jefferson County, Alabama's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against Jefferson County, Alabama resulting from Jefferson County, Alabama's failure to meet such deadlines.

6. LEGAL FEES: In addition to the fees for services described in this agreement, Jefferson, County, Alabama agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement, legal fees incurred by Warren Averett, LLC in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon.

7. LIABILITY: Warren Averett, LLC's maximum liability to Jefferson County, Alabama for any reason shall be limited to the fees paid by Jefferson County, Alabama for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our gross negligence or our willful misconduct.

8. INDEMNITY: Jefferson County, Alabama agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by Jefferson County, Alabama, or intentional withholding or concealment of information from Warren Averett, LLC by Jefferson County, Alabama.

9. ALTERNATIVE DISPUTE RESOLUTION: By signing this agreement, both parties agree to submit to mediation at the option of either party for the resolution of any disputes or claims.

10. INVALIDATION: In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

11. DISCLOSURE: From time to time, we may disclose your information to a service bureau that assists us in providing data processing services. We have secured agreements with these service bureaus to maintain the confidentiality of your information. Warren Averett, LLC will remain responsible for the work provided by any of these service bureaus.

12. TERM: This agreement shall survive the termination of Jefferson County, Alabama's engagement of Warren Averett, LLC.

13. AMENDMENT: The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and Jefferson County, Alabama. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and Jefferson County, Alabama for the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services"). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and Jefferson County, Alabama.

CLIENT SIGNATURE: if the foregoing is in accordance with Jefferson County, Alabama understanding, please sign the copy of this

letter in the space provided and return it to us.

Acknowledged: W. D. Carrington, President - Jefferson County Commission

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

Feb-28-2013-147

WHEREAS, Jefferson County is the permit holder an certain solid waste landfills in the County (the "Landfills"); and

WHEREAS, Jefferson County has entered into a solid waste management lease dated January 1, 2006 (the "Lease") with Santek Environmental of Alabama, LLC ("Santek"), pursuant to which Santek operates the Landfills; and

WHEREAS, Jefferson County is presently unable to satisfy certain financial assurance obligations of the Alabama Department of Environmental Management ("ADEM"); and

WHEREAS, Jefferson County and Santek desire to amend the lease for the purpose of jointly satisfying said obligation.

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

1. Subject to review by the County Attorney, the President is hereby authorized and directed to execute the amendment to the Santek Lease set forth below.
2. The Chief Financial Officer is hereby authorized and directed to transfer an amount not to exceed Seven Million (\$7,000,000) Dollars to a joint trust account to be established at Regions Bank for the purpose of satisfying the County's portion of the ADEM financial assurance obligation.

FIRST AMENDMENT TO SOLID WASTE MANAGEMENT LEASE

This First Amendment to Solid Waste Management Lease (this "Amendment") is entered into as of the day of February, 2013, by and between Jefferson County, Alabama (the "County") and Santek Environmental of Alabama, LLC, an Alabama limited liability company ("Santek").

WITNESSETH:

WHEREAS, the County and Santek did enter into that certain Solid Waste Management Lease dated as of January 1, 2006 (the "Lease"), wherein the County engaged Santek to manage municipal sanitary landfills known as Landfill No. 1 and Landfill No. 2, also referred to as Mount Olive and Turkey Creek Solid Waste Management facilities;

WHEREAS, the parties wish to provide for certain amendments to the terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to amend, validate, re-confirm and ratify the Lease, as amended hereby, as follows:

1. Section 8.2(b) of the Lease is hereby amended by adding the following paragraphs immediately after the existing paragraph:
Notwithstanding the foregoing and any other provision of this Lease to the contrary, as of February 25, 2013, the parties do hereby agree that the parties' financial assurance obligations are further addressed as follows:
 - (i) Beginning on February , 2013, and until the County Financial Rehabilitation Date, as hereafter defined, the County and Lessee agree to, on or before February , 2013, satisfy the financial assurance obligations related to Landfill No. 1 as follows:
 - a. the County shall post and maintain with ADEM a cash account or some other type of financial assurance mechanism involving the provision of readily available funds, either of which shall be satisfactory in form, substance and amount to ADEM, in an initial amount equal to \$4,476,321.00 (such mechanism is hereinafter referred to as the "County's Landfill No. 1 Financial Assurance Mechanism"), but said amount may proportionally increase or decrease from year to year as set out in paragraph iii, and
 - b. the Lessee shall the post with ADEM a bond or some other type of financial assurance mechanism, either of which shall be satisfactory in form, substance and amount to, ADEM, in an amount equal to \$4,050,005.00 (such mechanism is hereinafter referred to as "Lessee's Landfill No. 1 Financial Assurance Mechanism"), but said amount may proportionally increase or decrease from year to year as set out in paragraph iii.
 - (ii) After February , 2013, and beginning on such date ("Landfill No. 2 Financial Assurance Date") as ADEM requires the posting of a financial assurance mechanism(s) other than those allowing the County to use a "contract of obligation," county guaranty or some similar type of commitment that does not require the funding Closure or Post-Closure Care costs with readily available funds, and until the County Financial Rehabilitation Date, as hereafter defined, the County and Lessee agree to satisfy the financial assurance obligations related to Landfill No. 2 (Turkey Creek) as follows:
 - a. the County shall post and maintain with ADEM a cash account or some other type of financial assurance mechanism

involving the provision of readily available funds, either of which shall be satisfactory in form, substance and amount to ADEM, in an amount equal to the pro rata portion of the financial assurance costs attributable to Solid Waste disposed of in Landfill No. 2 prior to the Commencement Date based on a comparison of aerials of Landfill No. 2 performed nearest to the Commencement Date and the Landfill No. 2 Financial Assurance Date (such mechanism is hereinafter referred to as the "County's Landfill No. 2 Financial Assurance Mechanism"), but said amount may proportionally increase or decrease from year to year as set out in paragraph iii, and

b. the Lessee shall post with ADEM a bond or some other type of financial assurance mechanism, either of which shall be satisfactory in form, substance and amount to ADEM, in an amount equal to the pro rata portion of the financial assurance costs attributable to Solid Waste disposed of in Landfill No. 2 after the Commencement Date based on a comparison of aerials of Landfill No. 2 performed nearest to the Commencement Date and the Landfill No. 2 Financial Assurance Date (such mechanism is hereinafter referred to as "Lessee's Landfill No. 2 Financial Assurance Mechanism"), but said amount may proportionally increase or decrease from year to year as set out in paragraph iii.

The County's Landfill No. 1 Financial Assurance Mechanism, County's Landfill No. 2 Financial Assurance Mechanism, Lessee's Landfill No. 1 Financial Assurance Mechanism, and Lessee's Landfill No. 2 Financial Assurance Mechanism are collectively referred to herein as the "Landfill Financial Assurance Mechanisms."

(iii) Notwithstanding the foregoing, the County and Lessee each agree to cause the amount of its respective mechanisms to be adjusted whenever necessary to an amount equal to its proportional share of the financial assurance ADEM may require for each of the two landfills comprising the Landfill from time to time during the term of this Lease; provided, that (x) such corresponding amount adjustments in the Landfill Financial Assurance Mechanisms shall each time result in an aggregate sum equal to the total amount of financial assurance obligation then required by ADEM for the Landfill No. 1 or Landfill No. 2, as the case may be, and that (y) for each landfill such total amount of financial assurance required by ADEM shall be split pro rata (based on the proration of the financial assurance for the applicable landfill based on a then current aerial survey of said landfill) between the two corresponding mechanisms, and (z) the County's Landfill Financial Assurance Mechanisms shall remain in full force and effect with ADEM as long as either or both of the Lessee's Landfill Financial Assurance Mechanisms is/are required to be posted with ADEM.

(iv) The County and Lessee agree that, notwithstanding the terms of Section 8.2(a) of this Lease and/or the Control Agreement, that the balance from time to time in the Financial Assurance Account may be used by Lessee as collateral to secure the Lessee's Landfill Financial Assurance Mechanisms beginning on February, 2013, and until the Lessee's Landfill Financial Assurance Mechanisms are released by ADEM. The County hereby authorizes, consents to and approves (a) the use of funds in the Financial Assurance Account by Lessee to use as collateral for Lessee's Landfill Financial Assurance Mechanisms or to obtain other financial instrument(s) to act as collateral for either or both of such mechanisms, and (b) to such disbursement action under the Assignment and Pledge Agreement dated April 21, 2006, between the County and Lessee. The parties agree to execute the Joint Instruction Letter to Bank, attached hereto as Schedule 8.2(b), which instructs the Bank to disburse current funds from the Financial Assurance Account payable to order of the Lessee to enable the use of the funds as collateral for Lessee's Landfill Financial Assurance Mechanism or to obtain other financial instrument(s) to act as collateral for either or both of such mechanisms. The County agrees to cooperate with Lessee in order to effectuate such use, including without limitation agreeing to execute any and all amendments, instructions, documents or any other writings necessary to meet the requirements of the Bank, the bankruptcy court, and/or applicable law in order to enable the use of funds in the Financial Assurance Account as collateral for Lessee's Landfill Financial Assurance Mechanisms or to obtain other financial instrument(s) to act as collateral for either or both of such mechanisms.

(v) Upon the occurrence of the County Financial Rehabilitation Date and the release by ADEM of Lessee's Landfill Financial Assurance Mechanisms, Lessee shall cause the funds used from the Financial Assurance Account as collateral to be restored to the Financial Assurance Account; provided, that during such period as Lessee's Landfill Financial Assurance Mechanisms is posted with ADEM, Lessee reserves its rights to replace the Financial Assurance Account with its financial assurance obligations to ADEM pursuant to this Section 8.2(b), as provided hereinabove.

(vi) Notwithstanding anything herein to the contrary, the County's Landfill Financial Assurance Mechanisms shall remain in effect with ADEM as long as either or both of Lessee's Landfill Financial Assurance Mechanisms remains in effect with ADEM. As long as either or both of the Lessee's mechanisms remains outstanding, or has been realized against or otherwise converted by ADEM into readily available funds or another financial assurance mechanisms to secure costs of Closure and Post-Closure Care, the financial commitment of Lessee represented by the Lessee's Landfill Financial Assurance Mechanisms by Lessee, together with the funds in Financial Assurance Account, whether or not pledged as collateral for Lessee's Landfill Financial Assurance Mechanisms, shall fully satisfy Lessee's obligations under the Lease to meet any and all financial assurance obligations with respect to the Landfill.

(vii) As soon as the County Financial Rehabilitation Date occurs, the County shall cause the Landfill Financial Assurance Mechanisms to be released and replaced with the County's "contract of obligation," county guaranty or some similar type of commitment that does not require the funding of Closure or Post-Closure Care costs.

"County Financial Rehabilitation Date" for purposes of this Lease means the earlier to occur date upon which the County: (A) replaces

the Lessee's Landfill Financial Assurance Mechanisms with its own bond(s) or other financial assurance mechanism(s) acceptable to ADEM, or (B) can satisfy the financial assurance obligations required by ADEM with respect to the using of a "contract of obligation," county guaranty or some similar type of commitment that does not require the funding of Closure or Post-Closure Care costs. "Financial assurance obligations" for purposes of this Lease mean those obligations arising under Section 22-27-8 of the Alabama Code, 40 C.F.R. §258.74, and/or similar and applicable laws and regulations.

2. Except as expressly amended by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. The parties hereby acknowledge, ratify, and assume the terms and conditions of the Lease, as amended by this Amendment and agree that the Lease shall remain in full force and effect.

3. Notwithstanding anything in this Amendment to the contrary, in the event that ADEM refuses to accept the Landfill Financial Assurance Mechanisms, after good faith attempts by both the County and Lessee to conform the terms and conditions of the Landfill Financial Assurance Mechanisms to ADEM's requirements, the provisions of this Amendment shall be null and void.

IN WITNESS WHEREFORE, the parties hereby have caused their duly authorized representatives to execute and deliver this Lease as of the day and year first above written.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

SANTEK ENVIRONMENTAL OF ALABAMA, LLC

Edward A. Caylor, President

JOINT INSTRUCTION LETTER

February , 2013

Regions Bank

Attn: Terry Baker

1900 - 5th Avenue North

Birmingham, Alabama 35203

RE: Instructions to Disburse Funds from Deposit Account # 0053230949, Pursuant to Control Agreement by and Among Santek Environmental of Alabama, LLC ("Santek"), Jefferson County Commission ("County"), and Regions Bank, dated April 21, 2006

Dear Sirs,

County and Santek do hereby instruct Regions Bank ("Bank") under the above-referenced Control Agreement to disburse from the monies held in the Deposit Account, as defined therein, the sum of Two Million Four Hundred Thirty-Eight Thousand Eight Hundred Fifty Three and No/100th Dollars (\$2,438,853.00) to the order of Santek.

Sincerely,

Jefferson County, Alabama

W. D. Carrington, President

Santek Environmental of Alabama, LLC

By:

Title:

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

Feb-28-2013-148

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 02/05/13 - 02/11/13

1. COUNTY MANAGER'S OFFICE FOR GVM TPS BIRMINGHAM HOMEWOOD LLC, HOMEWOOD, AL, CONTRACT ADJUSTMENT FROM AJP HEALTH GROUP TO GVM TPS BIRMINGHAM HOMEWOOD LLC. AJP CONTRACT REDUCED \$10,000 TO COVER HOTEL EXPENSES RESULTING IN TAX SAVINGS TO THE COUNTY COMMISSION.

SAP PURCHASE ORDER # 2000071081 \$10,000.00 TOTAL CLARITY CONTRACT # CON-00004408

2. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM SIMPLEX GRINNELL LP, PALATINE, IL, FOR FIRE SYSTEM REPAIRS NEEDED TO COMPLY WITH FIRE CODE AFTER ANNUAL FIRE SYSTEM INSPECTION.

- SAP PURCHASE ORDER # 2000071121 \$10,202.85 TOTAL
3. COOPER GREEN MERCY FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, TO PAY PAST DUE INVOICES FOR REPAIRS AND UNSCHEDULED MAINTENANCE CALLS.
SAP PURCHASE ORDER # 2000071150 \$6,329.21 TOTAL
4. ENVIRONMENTAL SERVICES: FIVE MILE CREEK WWTP FROM HOBBS GROUP LLC, PINSON, AL, TO REPAIR AND REPLACE THE INTERIOR LIGHTING PROTECTION SYSTEM (INCLUDES LABOR, MATERIALS AND ADDITIONAL WALL MOUNT). SAP PURCHASE ORDER # 2000071177 \$5,638.00 TOTAL
5. INFORMATION SERVICES ADMINISTRATION FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, OPEN PURCHASE ORDER FOR PRINTER REPAIR FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000071194 \$5,000.00 TOTAL REFERENCE BID # 173-12
6. GENERAL SERVICES DEPARTMENT FROM WILLIAMS & ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE TWO (2) BOILER REPLACEMENTS FOR THE CENTER POINT COURTHOUSE. SAP PURCHASE ORDER # 2000071202
\$10,400.00 TOTAL
7. JEFFERSON REHABILITATION AND HEALTH CENTER FROM ELEVATOR MAINTENANCE & REPAIR, PRATTVILLE, AL, OPEN PURCHASE ORDER FOR ELEVATOR MAINTENANCE AND REPAIR FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000071236 \$15,168.00 TOTAL REFERENCE BID # 138-10
8. GENERAL SERVICES: ADMINISTRATION FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, TO REPAIR CHILLER AT JEFFERSON COUNTY JAIL IN BESSEMER. SAP PURCHASE ORDER # 2000071240
\$6,012.94 TOTAL

For Week of 02/12/13 - 02/18/13

1. COOPER GREEN MERCY FROM CARDINAL HEALTHCARE, STONE MOUNTAIN, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE FY12 INVOICES FOR MICROBIOLOGY SUPPLIES.
SAP PURCHASE ORDER # 2000060432 CHANGE ORDER \$ 4,000.00 REFERENCE BID # 34-12
PURCHASE ORDER \$14,000.00 TOTAL
2. COOPER GREEN MERCY FROM SIEMENS, ALPHARETTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE FY12 INVOICES FOR MICROSCAN SUPPLIES.
SAP PURCHASE ORDER # 2000060440 CHANGE ORDER \$ 3,000.00 REFERENCE BID # 2-10
PURCHASE ORDER \$19,179.78 TOTAL
3. COOPER GREEN MERCY FROM CARDINAL HEALTHCARE, STONE MOUNTAIN, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE FY12 INVOICES FOR HISTOLOGY SUPPLIES.
SAP PURCHASE ORDER # 20000068803 CHANGE ORDER \$ 7,629.52 REFERENCE BID # 11-12
PURCHASE ORDER \$12,629.51 TOTAL
4. JEFFERSON REHABILITATION AND HEALTH CENTER FROM HILL-ROM--\$1,500.00/MONTH ESTIMATE AND FROM CUSTOM MEDICAL SOLUTIONS--\$1,500.00/MONTH ESTIMATE, FOR BARIATRIC, SPECIALTY EQUIPMENT RENTAL AND SUPPLIES FOR THE PERIOD OF 2/12/13 - 9/30/13. REFERENCE BID # 46-13
5. ENVIRONMENTAL SERVICES: VILLAGE LINE MAINTENANCE FROM P & H SUPPLY COMPANY INCORPORATED, WARRENTON, GA, TO ADD FREIGHT TO PURCHASE ORDER. SAP PURCHASE ORDER # 2000070751
ADD FREIGHT \$ 240.00 PURCHASE ORDER \$5,540.00 TOTAL
6. COOPER GREEN MERCY FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, TO PAY PAST DUE INVOICES (#1-4902105821 DATED 3/30/12, #1-5995174139 DATED 10/30/12, # 1-5883645021 DATED 10/31/12) FOR REPAIRS AND UNSCHEDULED MAINTENANCE CALLS. SAP PURCHASE ORDER # 2000071821 \$2,988.88 TOTAL
7. EMERGENCY MANAGEMENT AGENCY (EMA) FROM AMBIT SOLUTIONS, LLC, BIRMINGHAM, AL, FOR SUPPLIES AND LABOR TO REPLACE CRASHED TELEPHONE SYSTEM. SAP PURCHASE ORDER # 2000071274
\$37,214.00 TOTAL REFERENCE BID # 141-11
8. COOPER GREEN MERCY FROM ESTOERIX GENETICS LABORATORIES INCORPORATED, PITTSBURGH, PA, TO ORDER CANCER SPECIMEN ANALYSIS AS NEED BY CGM LABORATORY ON BEHALF OF PATIENT TESTING FOR THE PERIOD OF 2/28/13 - 9/30/13. SAP PURCHASE ORDER # 2000071284 \$10,000.00 TOTAL
REFERENCE BID # 57-13
9. ENVIRONMENTAL SERVICES DEPARTMENT FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, FOR UV PARTS ORDER FOR TROJAN PUMPS. SAP PURCHASE ORDER # 2000071312 \$116,002.00 TOTAL
REFERENCE BID # 81-09 CLARITY CONTRACT # CON-00004430
10. ACKNOWLEDGMENT FOR SHERIFF'S DEPARTMENT: BIRMINGHAM ENFORCEMENT FROM COBAN TECHNOLOGIES

INCORPORATED, HOUSTON, TX, FOR COBAN IN-CAR CAMERA SYSTEM. SAP PURCHASE ORDER # 2000071373
\$200,000.00 TOTAL REFERENCE BID # 49-13

11. BIRMINGHAM JAIL, YOUTH DETENTION, JEFFERSON REHABILITATION AND HEALTH CENTER AND PACA MEMBERS FROM DIXIE STORE FIXTURES AND SALES COMPANY INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR SMALL WARES - KITCHEN AND RELATED ITEMS. CONTRACT PERIOD: 4/01/13 - 3/31/14. PACA MEMBERS ARE RESPONSIBLE FOR THEIR INDIVIDUAL PURCHASES. REFERENCE BID # 88-12
12. THE SHERIFF'S DEPARTMENT FROM GULF STATES DISTRIBUTORS, MONTGOMERY, AL, TO AWARD BID FOR TASER AND SUPPLIES. REFERENCE BID # M56-13 \$35,657.65 TOTAL
13. INFORMATION TECHNOLOGY FROM LASALLE LEASING SYSTEMS, ROSEMONT, IL, TO AWARD BID FOR SMARTNET MAINTENANCE FOR CISCO EQUIPMENT. REFERENCE BID # 63-13
14. ENVIRONMENTAL SERVICE - PACKAGE WWTP & PUMP STATIONS FROM GILBERT PUMP & MECHANICAL, MARY ESTEHR, FL, TO PURCHASE ROTATING UNIT. SAP PURCHASE ORDER # 2000071409 \$7,587.00 TOTAL
15. TAX COLLECTOR - BIRMINGHAM FROM THE BIRMINGHAM NEWS ADVERTISING, CHARLOTTE, NC, TO ADVERTISE FOR INSOLVENT AD TAX YEAR 2011. SAP PURCHASE ORDER # 2000071452 \$16,604.50 TOTAL
16. REVENUE DEPARTMENT - BIRMINGHAM FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE TWO (2) KONICA MINOLTA BIZHUB C654 COPIERS WITH FAX. SAP PURCHASE ORDER # 2000071459 \$18,229.00 TOTAL REFERENCE BID # 150-11
17. REVENUE DEPARTMENT - BESSEMER FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE KONICA MINOLTA BIZHUB C654 COPIER WITH FAX. SAP PURCHASE ORDER # 2000071460 \$6,323.00 TOTAL REFERENCE BID # 150-11
18. REVENUE DEPARTMENT - CENTERPOINT FRM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE KONICA MINOLTA BIZHUB C654 COPIER WITH FAX. SAP PURCHASE ORDER # 2000071461 \$6,323.00 TOTAL REFERENCE BID # 150-11
19. ENVIRONMENTAL SERVICE: VILLAGE MAINTENANCE SHOP FROM COWIN EQUIPMENT COMPANY INCORPORATED, BIRMINGHAM, AL, TO PURCHASE MADE TO ORDER HOSES - RUSH ORDER.
SAP PURCHASE ORDER # 2000071473 \$8,836.32 TOTAL

AMENDMENT NO. 1

For Week of 02/12/13 - 02/18/13

To add line #20 to Purchasing Report

20. JEFFERSON COUNTY SHERIFF'S OFFICE AND PACA MEMBERS FROM COBAN TECHNOLOGIES INCORPORATED, HOUSTON, TX, BID AWARD FOR PUBLIC SAFETY VEHICLE VIDEO SYSTEM AND RELATED ITEMS FOR CONTRACT PERIOD 2/28/13 - 2/27/14. PACA MEMBERS ARE RESPONSIBLE FOR THEIR INDIVIDUAL PURCHASES.
REFERENCE BID # 49-13

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

Feb-28-2013-149

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 02/05/13 - 02/11/13

1. EXCEPTION FOR COOPER GREEN MERCY FROM UAB CRITICAL CARE TRANSPORT, BIRMINGHAM, AL, TO PAY PAST DUE INVOICES. \$19,000.00 APPROVED FOR FY12 BY COMMISSION. EXCEEDED APPROVED AMOUNT BY \$1,254.00. THE EXPENDITURES FOR FISCAL YEAR 2013 ARE \$7,462.00. CONTRACT EXPIRED 9/30/12. FINAL PAYMENT.
SAP PURCHASE ORDER # 2000071143 \$10,660.00 TOTAL CLARITY CONTRACT # CON-00003085
AMENDMENT NO. 1

For Week of 01/22/13 - 01/28/13

REFERENCE: PURCHASING EXCEPTION REPORT

WEEK: 01/22/13 - 01/28/13

FOR COMMISSION APPROVAL FOR FEBRUARY 14, 2013

Amendment:

To change language from:

1. EXCEPTION FOR COOPER GREEN URGENT CARE CENTER FROM CARDIOVASCULAR SYSTEMS INCORPORATION, ST. PAUL, MN, TO PAY FOR CARDIO SUPPLIES AS PRESCRIBED BY DR. FARAH AND ORDERED BY MEMBER OF CGMH SURGICAL STAFF PRIOR TO STANDARD PURCHASING PROCESS.
SAP PURCHASE ORDER # 2000070817 \$3,265.00 TOTAL
2. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM HILL-ROM, BATESVILLE, IN, TO PAY INVOICE FOR MATTRESS RENTALS AS PRESCRIBED BY A MEMBER OF THE MEDICAL STAFF AT JRHC AND ORDERED BY MEMBER OF THEIR STAFF PRIOR TO STANDARD PURCHASING PROCESS. PROVISTA GROUP PURCHASE AGREEMENT WILL BE USED GOING FORWARD.SAP PURCHASE ORDER # 2000070866
\$1,395.00 TOTAL
3. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM CHAMPION MEDICAL, BIRMINGHAM, AL, TO PAY INVOICES FOR MATTRESS RENTALS AS PRESCRIBED BY A MEMBER OF THE MEDICAL STAFF AT JRHC AND ORDERED BY A MEMBER OF THEIR STAFF PRIOR TO STANDARD PURCHASING PROCESS. PROVISTA GROUP PURCHASE AGREEMENT WILL BE USED GOING FORWARD. SAP PURCHASE ORDER # 2000070894
\$4,428.50 TOTAL

To change language to:

1. EXCEPTION FOR COOPER GREEN MERCY FROM CARDIOVASCULAR SYSTEMS INCORPORATION, ST. PAUL, MN, TO PAY PAST DUE INVOICE FOR CARDIO SUPPLIES AS PRESCRIBED BY DR. FARAH AND ORDERED BY MEMBER OF CGMH SURGICAL STAFF. SAP PURCHASE ORDER # 2000070817 \$3,265.00 TOTAL
2. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM HILL-ROM, BATESVILLE, IN, TO PAY PAST DUE INVOICE # 7839393 FOR MATTRESS RENTALS AS PRESCRIBED BY A MEMBER OF THE MEDICAL STAFF AT JRHC AND ORDERED BY MEMBER OF THEIR STAFF. PROVISTA GROUP PURCHASE AGREEMENT WILL BE USED GOING FORWARD. SAP PURCHASE ORDER # 2000070866 \$1,395.00 TOTAL
3. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM CHAMPION MEDICAL, BIRMINGHAM, AL, TO PAY PAST DUE INVOICES (GE1031, GR1031, GS1031, KG1031, MC1031; WE1031, MC1130, WE1130, KG1130, GS1130, GR1130, GE1130, GE1231, GS1231, WE1231, MC1231, KG1231) FOR MATTRESS RENTALS AS PRESCRIBED BY A MEMBER OF THE MEDICAL STAFF AT JRHC AND ORDERED BY A MEMBER OF THEIR STAFF. PROVISTA GROUP PURCHASE AGREEMENT WILL BE USED GOING FORWARD. SAP PURCHASE ORDER # 2000070894
\$4,428.50 TOTAL

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

Feb-28-2013-150

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 2/5/13 - 2/11/13, 2/12/13 - 2/18/13 and Amendment No. 1, be and hereby is approved.

ENCUMBRANCE REPORT
AMENDMENT NO. 1
For Week of 01/29/13 - 02/04/13

REFERENCE: JEFFERSON COUNTY COMMISSION
PURCHASING ACTIVITY REPORT
ENCUMBRANCE REPORT FOR 2/14/2013
WEEK: 01/29/13 - 02/04/13

AMENDMENT:

To change date from:

JEFFERSON COUNTY COMMISSION
PURCHASING ACTIVITY REPORT
ENCUMBRANCE REPORT FOR 2/14/2013
WEEK: 01 /29/ 13 - 01 /04/ 13

To change date to:

JEFFERSON COUNTY COMMISSION
PURCHASING ACTIVITY REPORT
ENCUMBRANCE REPORT FOR 2/14/2013
WEEK: 01/29/13 - 02/04/13

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

STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services - 2 participants

David Short	\$662.79
Anand David	\$513.35
Citect SCADA Configuration	
Alpharetta, GA – March 3-6, 2013	

Environmental Services - 3 participants

Terrence Lane	\$165.00
Gregory James	\$165.00
Daniel White	\$165.00
Internal Auditing for Water & Wastewater Facilities	
Meridian, MS – March 14, 2013	

Sheriff's Office - 18 participants

Byron Jackson	\$1,159.91
George McCreless, Jr.	\$1,159.91
James Burns	\$1,159.91
Jacob Freeman	\$1,159.91
James Reed	\$1,159.91
Sam Watson	\$1,159.91
Mary Winston	\$1,134.91
Wendall Major	\$1,134.91
Gregory Reeves	\$1,159.91
Calvin Avery	\$1,159.91
Kenneth James	\$1,159.91
Terry Miller	\$1,159.91
Ashondra Jackson	\$1,159.91
David Lawrence	\$1,159.91
Timothy Pugh	\$1,159.91
Aarion Powell	\$1,159.91
George McCreless, Sr.	\$1,134.91
Anthony Williams	\$1,159.91
2013 TAASRO The Alabama Safe School Training Conference	
Gulf Shores, AL – June 2-7, 2013	

Individual Staff Development

Board of Equalization

Bob Rogers	(State funds) \$853.22
Alabama Assn. of Assessing Officials Mid-Winter Conference	
Mobile, AL – March 3-6, 2013	

Community & Economic Development

Keith Strother	\$2,410.07
2013 NAWDP Annual Conference	
Minneapolis, MN – May 19-23, 2013	

County Manager

Tony Petelos	\$60.00
PARCA Annual Meeting	
Birmingham, AL – February 8, 2013	

Family Court

Susan Moon	\$45.00
HOPE Drug Trends for 2013	
Anniston, AL – February 22, 2013	

Revenue

Edgar Woodis	\$3,198.72
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Tax Audit
Orlando, Palm Bay & Sunrise, FL – April 20-May 4, 2013

Roads & Transportation
Michael Mitchell \$762.74
International Society of Arboriculture - North American Tree Conference
Memphis, TN – March 24-27, 2013

Roads & Transportation
Denise Shelton \$265.00
Ethics & the Right of Way Profession
Online Course

Tax Assessor - Bessemer
Rickey Davis (State funds) \$241.52
Alabama Certified Mapper Exam
Auburn, AL – March 13-15, 2013

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Roads & Transportation \$2,814,966.06

Add additional funds from Roads & Transportation fund balance to fund the following projects: bridge replacement on Springdale Road, bridge replacement on Mt. Olive Road, Grants Mill Road widening and Patton Chapel Road Widening-Phase III.

Other Budget Transactions

2. Environmental Services \$616,035

Shift funds from lease motor vehicle and uncommitted accounts to various capital vehicle accounts to purchase equipment that was originally budgeted to be leased.

3. Environmental Services \$26,076

Shift funds from uncommitted to the capital vehicle account to purchase a vehicle that was originally budgeted to be leased for the Survey Division.

4. Environmental Services \$642,111

Add a purchasing memorandum to purchase the following replacement items: 1 Ford Escape 4WD, 1 Terra Star International crew cab flatbed truck, 1 Kubota closed cab boom mower, 1 Kubota closed cab tractor, 1 F550 4WD truck w/3 crawlers & 2 cameras, 1 mid-sized extended cab 2WD truck, 2 half-ton regular cab 2WD trucks, 1 mid-sized 2WD car, 1 half-ton extended cab 4WD V8 truck (not a replacement), 1 22,500 GWR truck w/utility body & crane, 1 half-ton extended cab 4WD V8 truck and 1 half-ton regular cab 2WD truck.

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

Feb-28-2013-151

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

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS NON-DISCLOSURE AND DATA LICENSE AGREEMENT

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

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental

agency without the specific written consent of Jefferson County.

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

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

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTEE

Adam S. Heflin, CFE, Franchise Development Manager

Pinch A Penny, Inc.

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

Feb-28-2013-152

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the One Hundred Dollar (\$100) Petty Cash Fund established for the Civil Services Division of the Sheriff's Office (Bessemer Division) by Resolution Nov-21-2006-1483 is hereby transferred to the Technical Services Division of the Sheriff's Office (Birmingham Division) and may be used by the Sheriff for purchasing supplies and parts which are not subject to the competitive bid requirements of § 41-16-50, *et seq.*, Alabama Code (1975).

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

Feb-28-2013-153

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement and Schedule A with MediFAX-EDI, LLC, an Emdeon Company to create EDI claims, payment postings, insurance eligibility checks and provide credit reporting for the period September 1, 2012 through September 30, 2013 in the amount of \$40,000. (Schedule A on file in the Minute Clerk's office)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this by and between Jefferson County Alabama d/b/a Cooper Green Mercy Hospital hereinafter called "the County", and MediFAX EDI, LLC, an Emdeon Company called "the Contractor". The effective date of this agreement shall be Sept 1, 2012.

WHEREAS, the County desires to contract for professional services to the Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said professional services to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for RFP No. 3312 EDI Claims, Payment Posting, Insurance Eligibility and Credit Report Information System - CGMH The RFP describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. Contractor agrees to provide the services set forth on Schedule A at the fees set forth on Schedule A and the description of such services are further set forth in the Response.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on September 30, 2013, with the option to renew for a period of up to two (2) additional one (1) year terms.
4. RIGHT TO USE THE PRODUCTS AND THE SERVICES: Subject to the terms and conditions of this Contract, Contractor grants to County a non-exclusive and nontransferable license for the term of this Contract to use the specified Products and Services for the internal

use of County for the processing of patient information.

5. COUNTY OBLIGATIONS:

5.1 If submitting eligibility transactions to State Medicaid programs, County hereby agrees to the following: (a) access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where Medicaid payment for medical services has been requested by authorized parties or where otherwise permitted by federal or state statute or regulation; (b) verification of eligibility under the system is not a guarantee of payment, and the records as to the recipient's eligibility status shall be the final authority; (c) County indemnifies and holds harmless each State, its agents and employees, from any and all claims by such County or any recipient who is aggrieved by the actions of County hereunder, (d) County is an approved Medicaid provider in each State to which it submits eligibility transactions, and has supplied its correct Provider Identification Number for each such State on the signatory page hereto; and (e) County agrees to abide by the Federal and State regulations regarding confidentiality of information.

5.2 County hereby appoints Contractor as its attorney-in-fact for the limited purpose of using the information County provides to submit electronic transactions and/or sign hard copy (paper) transactions on County's behalf to third-party Payers or processors, including but not limited to commercial insurers, Medicare, Medicaid, and government agencies, and, where appropriate, agencies or carriers covering work related accident or illness benefits, where County's signature is required for transaction processing. County acknowledges that Contractor is not responsible for the content or adjudication of any insurance claim, and County retains all liability on such claims and agrees to indemnify and hold Contractor harmless on account of all such claims, including the reconciliation or adjustment of any claim.

5.3 County shall only submit transactions to the Services on behalf of physicians or suppliers that have executed appropriate written authorizations for such submission, and a true copy of such authorization shall be furnished to Contractor upon request. County shall maintain each claim, if applicable, for a period of 72 months in such manner as to assure that such claim can be associated or identified with a claim form from the applicable physician or supplier.

5.4 County shall retain records relative to County's use of the Services in accordance with sound business practices, and Contractor may request access during normal business hours upon reasonable advance notice to such records as are reasonably necessary to examine County's compliance with its obligations hereunder.

6. DUTIES OF CONTRACTOR FOR STATEMENT SERVICES:

6.1 County hereby agrees to purchase and Contractor hereby agrees to provide to County the Emdeon Statement Services selected on Schedule A attached hereto. In furtherance thereof, Contractor will develop and maintain a file delivery method to enable delivery of such selected Statement Services. In addition, Contractor will provide the necessary programming, forms management, laser printing, folding, inserting, delivery to the LISPS (including pre-sorting and first class postage). Contractor will manage addresses via Emdeon's standard address correction and suppression procedures.

6.2 Contractor shall provide the Statement Services (including the Document Archive Services, if selected) per the fees set forth on Schedule A.

6.3 Contractor will use commercially reasonable efforts to deliver completed mail pieces to its third party pre-sort vendor (if utilized), or the United States Postal Service, within two business days of the date of successful receipt by Contractor. Contractor will not be responsible for any delays or errors that result from a deviation from Counts data format by County as previously agreed by Contractor and County.

7. DUTIES OF COUNTY FOR STATEMENT SERVICES:

7.1 County will assist Contractor with interface development, either by allowing access to the Counts information system or by providing necessary data. Technical assistance during interface setup and custom programming development may be required.

7.2 County agrees to provide data in a mutually agreed upon format. Major file layout changes may require an amendment to this Contract, or issuance of a new Contract. Contractor reserves the right to bill the County at Contractor's then prevailing rate for any modifications to the original data file layout or other account maintenance performed by Contractor after Contractor's receipt of Counts first live file data transmission. Contractor will provide written quotation of any such modification fees, which shall be approved by County prior to commencing any work toward such modification. Variance from the agreed upon format may require manual intervention and lead to processing delays.

7.3 County agrees to deposit with Contractor one (1) months' postage in advance, based upon County's estimated monthly transaction volume, as calculated on Schedule A. County agrees that Contractor will not be required to commence the Statement Services until Contractor has received the full postage amount. This postage deposit may be adjusted, by mutual agreement of the parties, in the event actual volumes are materially higher or lower than estimated volumes. County agrees to pay for any postal increases instituted by the United States Postal Service. County agrees to pay for additional postage required for any mail pieces in excess of one (1) oz. Any postage deposit amount remaining after the last mailing and after payment for any unused preprinted material will be returned to County within thirty (30) days of Contractor's confirmation that all undisputed amounts due Contractor are paid in full. County agrees Contractor shall have a right of offset against the postage deposit for application to any outstanding invoice in connection with final payment.

7.4 County will give Contractor at least thirty (30) days' advance written notice for changes to any preprinted material and agrees to

purchase or use any preprinted material in the event of format changes or canceling of contract. Preprinted material will not exceed a three (3) month supply, based on average usage, and County will be contacted in writing at least five (5) business days prior to each reordering cycle to confirm preprinted format.

7.5 In the event that any document received from County and processed through the Statement Services is not accurate solely as a result of Contractor's failure to perform the Statement Services in accordance with the terms of this Contract, and such failure results in substantial damage to County, then Contractor's sole obligation and liability to County for such event shall be limited to re-printing and, if applicable, re-mailing the inaccurate document. Any claim under this Section must be asserted in writing within sixty (60) days after the mailing of the inaccurate information on which such claim is based. County further agrees that Contractor shall not be liable in any way for any inaccuracy which results from errors or omissions or negligent, wrongful or other acts of County, County's affiliates or any of their respective employees, representatives or agents.

8. ASSIGNMENT No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or in part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

9. Governing Law/Dispute Resolution: The parties agree that this contract 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. ,

10. CONFIDENTIALITY: Each party shall retain in confidence and not disclose to any other person, except in confidence and in accordance with this Section 10, any of the terms of this Agreement, and any and all confidential or proprietary information and materials of the other party. All of the foregoing are hereinafter referred to as "Confidential Information"; provided, however, Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the recipient, (b) was in the recipient's possession and not known to be the Confidential Information of the other party prior to its disclosure to the recipient by the other party, (c) was independently developed by the recipient, or (d) was disclosed by another entity without restriction and where neither party is aware of any violation of the confidential information rights of the other party. Confidential Information of the other party shall not be disclosed, in whole or in part, to any person other than in confidence to one for whom such knowledge is reasonably necessary for purposes of this Agreement, and then only to the degree such disclosure is so necessary, and only if the recipient has agreed in writing to maintain the confidentiality of such information. Each party shall hold the Confidential Information of the other in confidence and protect the same with at least the same degree of care with which it protects its own most sensitive confidential information, but in any event, no less than reasonable care. The parties acknowledge and agree that the proper use and disclosure of Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder, in connection with the performance of the Services hereunder shall be governed by that Business Associate Agreement attached hereto, which the parties shall execute simultaneously herewith.

11. COMPENSATION: The Contractor shall be compensated for Services rendered at a cost shown in Schedule A. Payment terms are Net 30 days after receipt of invoice.

12. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.

13. 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.

14. 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.

15. EFFECT OF TERMINATION: Upon expiration or termination of this Agreement for any reason, (i) all license rights granted County hereunder shall terminate; (ii) County shall immediately cease using the Products and the Services; (iii) County shall promptly return to Contractor, at County's expense, all Products (unless purchased by County) and Materials, related documentation and copies of the foregoing; and (iv) County will pay any outstanding balance for amounts due hereunder, and the reduced value of all Products not returned or returned damaged beyond normal wear and tear.

16. INSURANCE: Contractor will maintain such insurance as will protect it 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. A Certificate of Insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date. During performance the company must maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1)

Commercial General Liability of \$1,000,000.00 per occurrence; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

17. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owner, agents, representatives, employees or parties in interest has in anyway 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. 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.

19. 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 both parties. 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.

20. LIMITATION OF LIABILITY:

20.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES COUNTY PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE PRICE PAID (EXCLUDING POSTAGE AND MATERIAL COSTS) BY COUNTY TO CONTRACTOR FOR THE PARTICULAR PRODUCTS OR SERVICES INVOLVED DURING THE ONE YEAR PRECEDING COUNTY'S CLAIM.

20.2 In the event that any information to be transmitted through the Services is not transmitted by Contractor or is not accurately transmitted as a result of Contractor's failure to perform the Services in accordance with the terms of this Agreement, and such results in damage to County, then Contractor's sole obligation and liability to County for such event (subject to reasonable mitigation by County and the limitation of liability set forth in Section 20.1), shall be limited to furnishing credits on subsequent invoices from Contractor to County in an amount equal to County's actual damages incurred for reconstructing or retransmitting the data, including reasonable out-of-pocket expenses that County can demonstrate it has sustained and that are directly attributable to such failure. County further agrees that Contractor shall not be liable in any way for any inaccuracy resulting from errors or omissions or the negligent or other wrongful acts of any employee or agent of County or its Affiliates. Any claim against Contractor by County must be asserted in writing within ninety (90) days after Contractor should have transmitted accurate information received from County or the transmission of inaccurate information on which the claim is based, as applicable. County hereby agrees to promptly supply to Contractor documentation reasonably requested by Contractor to support any claim of County. THIS SECTION STATES THE ENTIRE LIABILITY OF CONTRACTOR WITH RESPECT TO CLAIMS THAT INFORMATION WAS NOT EMITTED OR WAS TRANSMITTED INACCURATELY BY CONTRACTOR

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

COOPER GREEN MERCY HOSPITAL

Sandra Hullett, M.D. - CEO/Medial Director

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

CONTRACTOR

Lowell Stokes, Vice-President, Deputy General Counsel

MediFAX EDI, LLC, an Emdeon Company

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Physician Services Agreement between Jefferson County, Alabama and Jacqueline Perry, M.D. to perform the duties and responsibilities of Utilization Review Director for a period of one year beginning February 1, 2013 in the amount of \$75,000. (Exhibits on file in the Minute Clerk's office)

PHYSICIAN SERVICES AGREEMENT

This Utilization Review Director Services Agreement ("Agreement") is entered into effective February 1, 2013 by and between Jefferson County, Alabama (the "County"), and Dr. Jacqueline Perry M.D.

RECITALS

WHEREAS, the County provides Utilization Review Director services to patients of the County's outpatient clinics and wishes to engage Utilization Review Director as a consultant and independent contractor to support the provision of the County's Utilization Review for Cooper Green Mercy Operations which includes Urgent Care and Ambulatory Care services;

WHEREAS, the County and Utilization Review Director 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 UTILIZATION REVIEW DIRECTOR

1.1. Services. Utilization Review Director shall perform the duties and responsibilities as set forth in Exhibit A. Utilization Review Director shall perform all such duties and responsibilities ("Utilization Review 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. Utilization Review Director must at all times be a qualified, professionally competent, duly licensed physician under the laws of the State of Alabama. Utilization Review Director shall submit to County proof of a current license prior to providing services pursuant to this Agreement.

1.3. Qualifications. Utilization Review Director 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 Utilization Review Director in any state where Utilization Review Director is licensed. Utilization Review Director 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, Utilization Review Director duties hereunder will require a maximum of 50 hours per month to perform.

1.5. 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.

2. DUTIES AND OBLIGATIONS OF COUNTY

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

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

3. COMPENSATION

3.1. Compensation. County shall pay to Utilization Review Director for the services rendered pursuant to this Agreement the amount of \$100 per hour. 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. Utilization Review Director shall provide invoices by the 5th 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 and Urgent Care Administrator as set forth in Exhibit C. The County shall make payment no later than the 15th of each month.

3.2. Independent Medical Services. IF UTILIZATION REVIEW DIRECTOR PERFORMS PROFESSIONAL SERVICES FOR PATIENTS OF THE COUNTY'S OUTPATIENT CLINICS, SUCH SERVICES SHALL BE SEPARATE AND DISTINCT FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT IN HIS CAPACITY AS UTILIZATION REVIEW DIRECTOR. ALL PROFESSIONAL FEES DUE TO UTILIZATION REVIEW DIRECTOR FOR SUCH SERVICES WHICH ARE PERFORMED ON AN

INDEPENDENT BASIS AND NOT IN HIS ROLE AS UTILIZATION REVIEW DIRECTOR SHALL BE PAID BY THE PATIENT, THE PATIENT'S FAMILY, OR OTHER THIRD PARTY PAYOR. IN NO CASE SHALL ANY FEE PAID TO UTILIZATION REVIEW DIRECTOR PURSUANT TO THIS AGREEMENT BE OR BE DEEMED TO BE PAYMENT FOR SERVICES RENDERED BY UTILIZATION REVIEW DIRECTOR TO HIS PATIENTS IN HIS CAPACITY AS AN INDEPENDENT PHYSICIAN.

4. TERM AND TERMINATION

4.1. Term of Agreement. The initial term of this Agreement shall be one (1) year, commencing on these ate first written above (the "Initial Term"). This Agreement maybe renewed for additional one year term at the option of the County.

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 Utilization Review Director with written notice of such breach. This Agreement shall terminate as set forth in such notice unless the Utilization Review Director cures the breach to the County's satisfaction within ten (10) days of Utilization Review Director '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 Utilization Review Director fails to comply with the policies and procedures of County; or
- b. The Utilization Review Director 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 Utilization Review Director breaches any provision, warranty, or representation set forth in the Agreement; or
- d. The Utilization Review Director engages in an act or omission that is harmful or disruptive to the County's operations or reputation; or
- e. The Utilization Review Director 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 Utilization Review Director of the occurrence of any one of the following events:

- a. Utilization Review Director dies or becomes disabled for a ten (10) day period or more; or
- b. The County ceases operations or is the County's outpatient clinics are the subject of a change of ownership with a third party that is unaffiliated with the County; or
- c. The Utilization Review Director 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 Utilization Review Director 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 an such authority or for the purpose of considering any of the foregoing; or
- e. The Utilization Review Director 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 Utilization Review Director. The Utilization Review Director 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. Utilization Review Director may also terminate this Agreement upon thirty (30) days written notice in the event that the Utilization Review Director 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 Utilization Review Director 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. MISCELLANEOUS

5.1 Independent Contractor. The parties intend that Utilization Review Director shall be an independent contractor in all things relevant to this Agreement and the performance hereunder. County shall not withhold or in any way he 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 Utilization Review Director. All such payments,

withholdings, and benefits are the responsibility of Utilization Review Director, and Utilization Review Director shall indemnify and hold harmless County from any and all loss or liability arising with respect to such payments, withholdings and benefits.

5.2. Utilization Review Director Financial Relationships. Utilization Review Director represents and warrants that neither Utilization Review Director nor an immediate family member of Utilization Review Director 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, Ancillary 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). Utilization Review Director further represents and warrants that neither Utilization Review Director nor an immediate family member of Utilization Review Director 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.

5.3. 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.

5.4. 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.

5.5. 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 Utilization Review Director 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 County's Utilization Review for Cooper Green Mercy Operations which includes Urgent Care and Ambulatory Care services to such related entity. Utilization Review Director may not subcontract or otherwise arrange for another individual or entity to perform his duties under this Agreement unless approved by County.

5.6. 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 Utilization Review Director 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 Utilization Review Director 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 Utilization Review Director upon request.

5.7. 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 Utilization Review Director : Dr. Jacqueline Perry, M. D

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.

5.8. 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.

5.9. Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to the Utilization Review Director 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.

5.10. 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.

5.11. 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.

5.12. 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 P.C..

5.13. 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.

5.14. 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.

5.15. 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.

5.16. 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.

5.17. Confidentiality and Disclosure of Patient Information. The Utilization Review Director acknowledges that in the course of providing the services called for by this Agreement he 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 Utilization Review Director 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 County Utilization Review for Cooper Green Mercy Operations which includes Urgent Care and Ambulatory Care services, or (iii) to carry out the legal responsibilities of the County. If the Utilization Review Director discloses this PHI to another person or entity, the Utilization Review Director 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. Utilization Review Director 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 Utilization Review Director 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 Utilization Review Director 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 Utilization Review Director 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 Utilization Review Director provides PHI received from, or created or received by the Utilization Review Director 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 Utilization Review Director on behalf of the County that the Utilization Review Director maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Utilization Review Director 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 Utilization Review Director. The obligations of this Section 5.17 shall survive the termination of this Agreement.

5.18. Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Utilization Review Director 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.

5.19. County Funds Paid. The County and Utilization Review Director 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 Utilization Review Director 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 Utilization Review Director shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

5.20. Interested Parties. The Utilization Review Director 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 Utilization Review Director for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Utilization Review Director pledges that he 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 Utilization Review Director for which compensation will be sought during the aforesaid period. In addition, the Utilization Review Director declares that, as of the date of this Agreement, neither Utilization Review Director 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 Utilization Review Director 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 compensation will be claimed during the period of time this Agreement is being performed.

5.21. 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, Utilization Review Director and County have executed this Agreement as of the day and year first above written.

Jacqueline Perry, M. D.

JEFFERSON COUNTY, ALABAMA:

W. D. Carrington, President - Jefferson County Commission

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

Feb-28-2013-155

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Physician Services Agreement between Jefferson County, Alabama and James C. Lasker, M.D. to provide Hematology-Oncology medical services for a period

of one year beginning February 1, 2013 in the amount of \$100,000. (Exhibits on file in the Minute Clerk's office)

PHYSICIAN SERVICES AGREEMENT

This Hematology-Oncology Provider Services Agreement ("Agreement") is entered into effective February 1, 2013 by and between Jefferson County, Alabama ("County"), and James C. Lasker, M.D. ("Provider").

RECITALS

WHEREAS, the County provides Hematology-Oncology services to patients of the County's outpatient clinics and wishes to engage Provider as a consultant and independent contractor to support the provision of the County's Hematology-Oncology services;

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

WHEREAS, the County and Provider 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 PROVIDER

1.1. Services. Provider shall perform the duties and responsibilities customary for a provider of a Hematology-Oncology clinic of comparable size, including by way of example, those duties set forth in Exhibit A. Provider shall perform all such duties and responsibilities ("Hematology-Oncology Provider 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. Provider 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. Provider shall submit to County proof of a current license and DEA registration prior to providing services pursuant to this Agreement.

1.3. Qualifications. Provider 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. § 1320x7b(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 Provider in any state where Provider is licensed. Provider agrees to notify the County within five (5) days of the occurrence of any of the events described above.

1.4. PM. The parties estimate that, on average, Provider's duties hereunder will require a maximum of (1) clinic day a week of not less than (6) hours per day.

1.5. 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.

2. DUTIES AND OBLIGATIONS OF COUNTY

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

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

3. COMPENSATION

3.1. Compensation. County shall pay to Provider for the services rendered pursuant to this Agreement the amount of \$2,250 for (1) clinic day. 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. Provider shall provide invoices by the 5th of each month as set forth in Exhibit B for services provided along with a monthly schedule to be developed with the County Ambulatory Care Administrator as set forth in Exhibit C and agreed to in writing at least 30 days prior to the first day of the scheduled month. County shall make payment no later than the 20th of each month.

3.1.1 Insurance. County agrees to reimburse provider annually in the dollar amount listed below for medical malpractice liability insurance according to annual schedule below, upon delivery of a certificate of insurance.

Year 1 \$540

Year 2 \$875

Year 3 \$1,200

Year 4 \$1,540

Year 5 \$1,875

3.1.2 Assignment . Provider assign to Jefferson County the .sole and exclusive right to bill, collect, and receive the fees for all facility and professional fees incurred through the professional medical and clinical services rendered by Provider pursuant to this agreement. Such billing and all accounts receivable shall be in the name of Jefferson County, and in the event this agreement terminates for any reason, Jefferson County shall maintain sole ownership of such billings and accounts receivable. The Provider agrees to be available for consultation at mutually agreeable times to discuss any billing issues.

3.2. Independent Medical Services. IF PROVIDER PERFORMS PROFESSIONAL SERVICES AS THE ATTENDING PHYSICIAN FOR PATIENTS OF THE COUNTY'S OUTPATIENT CLINICS, SUCH SERVICES SHALL BE SEPARATE AND DISTINCT FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT IN ISIS CAPACITY AS HEMATOLOGY-ONCOLOGY PROVIDER. ALL PROFESSIONAL FEES DUE TO PROVIDER FOR SUCH SERVICES WHICH ARE PERFORMED AS ATTENDING PHYSICIAN AND NOT IN HIS ROLE AS HEMATOLOGY-ONCOLOGY PROVIDER SHALL BE PAID BY THE PATIENT, THE PATIENT'S FAMILY, OR OTHER THIRD PART' PAYOR. IN NO CASE SHALL ANY FEE PAID TO PROVIDER PURSUANT TO THIS AGREEMENT BE OR BE DEEMED TO BE PAYMENT FOR SERVICES RENDERED BY PROVIDER TO HIS PATIENTS IN HIS CAPACITY AS AN ATTENDING PHYSICIAN.

4. TERM AND TERMINATION

4.1. Term of Agreement. The initial term of this Agreement shall be one (1) year, commencing on these ate first written above (the "Initial Term"). This Agreement maybe renewed for additional one year term at the option of the County.

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 Provider with written notice of such breach. This Agreement shall terminate as set forth in such notice unless the Provider cures the breach to the County's satisfaction within ten (10) days of Provider'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 Provider fails to comply with the policies and procedures of County; or
- b. The Provider 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 Provider breaches any provision, warranty, or representation set forth in the Agreement; or
- d. The Provider engages in an act or omission that is harmful or disruptive to the County's operations or reputation; or
- e. The Provider 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 Provider of the occurrence of any one of the following events:

- a. Provider dies or becomes disabled for a ten (10) day period or more; or
- b. The County ceases operations or if the County's outpatient clinics are the subject of a change of ownership with a third party that is unaffiliated with the County; or
- c. The Provider'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 Provider'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 an such authority or for the purpose of considering any of the foregoing; or
- e. The Provider 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 Provider. The Provider 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. Provider may also terminate this Agreement upon thirty (30) days written notice in the event that the Provider 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 Provider 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. MISCELLANEOUS

5.1 Independent Contractor. The parties intend that Provider 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 Provider. All such payments, withholdings, and benefits are the responsibility of Provider, and Provider shall indemnify and hold harmless County from any and all loss or liability arising with respect to such payments, withholdings and benefits.

5.2. Provider's Financial Relationships. Provider represents and warrants that neither Provider nor an immediate family member of Provider 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: clinical Hematology-Oncology 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). Provider further represents and warrants that neither Provider nor an immediate family member of Provider 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.

5.3. 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.

5.4. 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.

5.5. 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 Provider's 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 County's Hematology-Oncology clinic to such related entity. Provider may not subcontract or otherwise arrange for another individual or entity to perform his duties under this Agreement unless approved by County.

5.6. 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 Provider 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 Provider 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 Provider upon request.

5.7. 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 Provider:

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:

5.8. 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.

5.9. Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to the Provider 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.

5.10. 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.

5.11. 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.

5.12. 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 P.C.

5.13. 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.

5.14. 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.

5.15. Access- 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.

5.16. 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- parts 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.

5.17. Confidentiality and Disclosure of Patient Information. The Provider acknowledges that in the course of providing the services called for by this Agreement he 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 Provider 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 County Hematology-Oncology program, or (iii) to carry out the legal responsibilities of the County. If the Provider discloses this PHI to another person or entity, the Provider 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. Provider 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 Provider 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 Provider 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 Provider 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 Provider provides PHI received from, or created or received

by the Provider 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 Provider on behalf of the County that the Provider maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Provider 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 Provider. The obligations of this Section 5.17 shall survive the termination of this Agreement.

5.18. Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. Provider 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.

5.19. County Funds Paid. The County and Provider 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 Provider 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 Provider shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

5.20. Interested Parties. The Provider 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 Provider for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, Provider pledges that he 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 Provider for which compensation will be sought during the aforesaid period. In addition, the Provider declares that, as of the date of this Agreement, neither Provider 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 Provider 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 or assistance in obtaining any amendment to this Agreement or any other agreement with the County for which compensation will be claimed during the period of time this Agreement is being performed.

5.21. 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 there from.

IN WITNESS HEREOF, Provider and County have executed this Agreement as of the day and year first above written.

James C. Lasker, M.D.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

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

Feb-28-2013-156

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Physician Services Agreement between Jefferson County, Alabama and Jimmie H. Harvey, Jr., M.D. to provide Hematology-Oncology medical services for a

period of one year beginning February 1, 2013 in the amount of \$100,000. (Exhibits on file in the Minute Clerk's office)

PHYSICIAN SERVICES AGREEMENT

This Hematology-Oncology Provider Services Agreement ("Agreement") is entered into effective February 1, 2013 by and between Jefferson County, Alabama ("County"), and Jimmie H. Harvey, Jr., M.D. ("Provider").

RECITALS

WHEREAS, the County provides Hematology-Oncology services to patients of the County's outpatient clinics and wishes to engage Provider as a consultant and independent contractor to support the provision of the County's Hematology-Oncology services;

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

WHEREAS, the County and Provider 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 PROVIDER

1.1. Services. Provider shall perform the duties and responsibilities customary for a provider of a Hematology-Oncology clinic of comparable size, including by way of example, those duties set forth in Exhibit A. Provider shall perform all such duties and responsibilities ("Hematology-Oncology Provider 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. Provider 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. Provider shall submit to County proof of a current license and DEA registration prior to providing services pursuant to this Agreement.

1.3. Qualifications. Provider 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. § 1320x7b(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 Provider in any state where Provider is licensed. Provider agrees to notify the County within five (5) days of the occurrence of any of the events described above.

1.4. PM. The parties estimate that, on average, Provider's duties hereunder will require a maximum of (1) clinic day a week of not less than (6) hours per day.

1.5. 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.

2. DUTIES AND OBLIGATIONS OF COUNTY

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

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

3. COMPENSATION

3.1. Compensation. County shall pay to Provider for the services rendered pursuant to this Agreement the amount of \$2,250 for (1) clinic day. 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. Provider shall provide invoices by the 5th of each month as set forth in Exhibit B for services provided along with a monthly schedule to be developed with the County Ambulatory Care Administrator as set forth in Exhibit C and agreed to in writing at least 30 days prior to the first day of the scheduled month. County shall make payment no later than the 20th of each month. 3.1.1 Insurance. County agrees to reimburse provider annually in the dollar amount listed below for medical malpractice liability insurance according to annual schedule below, upon delivery of a certificate of insurance.

Year 1 \$540

Year 2 \$875

Year 3 \$1,200

Year 4 \$1,540

Year 5 \$1,875

3.1.2 Assignment. Provider assign to Jefferson County the sole and exclusive right to bill, collect, and receive the fees for all facility

and professional fees incurred through the professional medical and clinical services rendered by Provider pursuant to this agreement. Such billing and all accounts receivable shall be in the name of Jefferson County, and in the event this agreement terminates for any reason, Jefferson County shall maintain sole ownership of such billings and accounts receivable. The Provider agrees to be available for consultation at mutually agreeable times to discuss any billing issues.

3.2. Independent Medical Services. IF PROVIDER PERFORMS PROFESSIONAL SERVICES AS THE ATTENDING PHYSICIAN FOR PATIENTS OF THE COUNTY'S OUTPATIENT CLINICS, SUCH SERVICES SHALL BE SEPARATE AND DISTINCT FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT IN ISIS CAPACITY AS HEMATOLOGY-ONCOLOGY PROVIDER. ALL PROFESSIONAL FEES DUE TO PROVIDER FOR SUCH SERVICES WHICH ARE PERFORMED AS ATTENDING PHYSICIAN AND NOT IN HIS ROLE AS HEMATOLOGY-ONCOLOGY PROVIDER SHALL BE PAID BY THE PATIENT, THE PATIENT'S FAMILY, OR OTHER THIRD PART' PAYOR. IN NO CASE SHALL ANY FEE PAID TO PROVIDER PURSUANT TO THIS AGREEMENT BE OR BE DEEMED TO BE PAYMENT FOR SERVICES RENDERED BY PROVIDER TO HIS PATIENTS IN HIS CAPACITY AS AN ATTENDING PHYSICIAN.

4. TERM AND TERMINATION

4.1. Term of Agreement. The initial term of this Agreement shall be one (1) year, commencing on these ate first written above (the "Initial Term"). This Agreement maybe renewed for additional one year term at the option of the County.

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 Provider with written notice of such breach. This Agreement shall terminate as set forth in such notice unless the Provider cures the breach to the County's satisfaction within ten (10) days of Provider'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 Provider fails to comply with the policies and procedures of County; or

b. The Provider 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 Provider breaches any provision, warranty, or representation set forth in the Agreement; or

d. The Provider engages in an act or omission that is harmful or disruptive to the County's operations or reputation; or

e. The Provider 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 Provider of the occurrence of any one of the following events:

a. Provider dies or becomes disabled for a ten (10) day period or more; or

b. The County ceases operations or if the County's outpatient clinics are the subject of a change of ownership with a third party that is unaffiliated with the County; or

c. The Provider'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 Provider'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 an such authority or for the purpose of considering any of the foregoing; or

e. The Provider 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 Provider. The Provider 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. Provider may also terminate this Agreement upon thirty (30) days written notice in the event that the Provider 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 Provider 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. MISCELLANEOUS

5.1 Independent Contractor. The parties intend that Provider 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 Provider. All such payments, withholdings, and benefits are the responsibility of Provider, and Provider shall indemnify and hold harmless County from any and all loss or liability arising with respect to such payments, withholdings and benefits.

5.2. Provider's Financial Relationships. Provider represents and warrants that neither Provider nor an immediate family member of Provider 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: clinical Hematology-Oncology 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). Provider further represents and warrants that neither Provider nor an immediate family member of Provider 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.

5.3. 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.

5.4. 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.

5.5. 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 Provider's 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 County's Hematology-Oncology clinic to such related entity. Provider may not subcontract or otherwise arrange for another individual or entity to perform his duties under this Agreement unless approved by County.

5.6. 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 Provider 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 Provider 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 Provider upon request.

5.7. 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 Provider: Jimmie H. Harvey, Jr., M.D.

Birmingham Hematology-Oncology Assoc., L.L.C.

790 Montclair Road, Suite 100

Birmingham, Alabama 35213

Attn: Jimmie H. Harvey, Jr., M.D.

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:

5.8. 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.

5.9. Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to the Provider 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.

5.10. 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.

5.11. 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.

5.12. 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 P.C.

5.13. 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.

5.14. 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.

5.15. Access- 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.

5.16. 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- parts 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.

5.17. Confidentiality and Disclosure of Patient Information. The Provider acknowledges that in the course of providing the services called for by this Agreement he 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 Provider 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 County Hematology-Oncology program, or (iii) to carry out the legal responsibilities of the County. If the Provider discloses this PHI to another person or entity, the Provider 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. Provider 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 Provider 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 Provider 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 Provider 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 Provider provides PHI received from, or created or received by the Provider 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 Provider on behalf of the County that the Provider maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Provider 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 Provider. The obligations of this Section 5.17 shall survive the termination of this Agreement.

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

5.19. County Funds Paid. The County and Provider 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 Provider 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 Provider shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

5.20. Interested Parties. The Provider 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 Provider for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, Provider pledges that he 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 Provider for which compensation will be sought during the aforesaid period. In addition, the Provider declares that, as of the date of this Agreement, neither Provider 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 Provider 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 compensation will be claimed during the period of time this Agreement is being performed.

5.21. 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 there from.

IN WITNESS HEREOF, Provider and County have executed this Agreement as of the day and year first above written.

Jimmie H. Harvey, Jr., M.D.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Physician Services Agreement between Jefferson County, Alabama and J. Walden Retan, M.D. to provide Primary Care physician services for a period of one year beginning February 18, 2013 in the amount of \$80,000. (Exhibits on file in the Minute Clerk's office)

PHYSICIAN SERVICES AGREEMENT

This Primary Care Physician Services Agreement ("Agreement") is entered into effective February 18, 2013 by and between Jefferson County, Alabama (the "County"), and Dr. J. Walden Retan, M.D.

RECITALS

WHEREAS, the County provides Primary Care services to patients of the County's outpatient clinics and wishes to engage Primary Care Physician as a consultant and independent contractor to support the provision of the County's Primary Care Services;

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

WHEREAS, the County and Primary Care 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 PRIMARY CARE PHYSICIAN

1.1. Services. Primary Care Physician shall perform the duties and responsibilities as set forth in Exhibit A. Primary Care Physician shall perform all such duties and responsibilities ("Primary Care 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. Primary Care 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. Primary Care Physician shall submit to County proof of a current license and DEA registration prior to providing services pursuant to this Agreement.

1.3. (qualifications. Primary Care 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 Primary Care Physician in any state where Primary Care Physician is licensed. Primary Care Physician agrees to notify the County within five (5) days of the occurrence of any of the events described above.

Primary Care Physician agrees to maintain professional liability insurance during the entire term of this agreement.

1.4. Hours. The parties estimate that, on average, Primary Care Physician duties hereunder will require a maximum of 16 hours per week to perform.

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.

2. DUTIES AND OBLIGATIONS OF COUNTY

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

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

3. COMPENSATION

3.1. Compensation. County shall pay to Primary Care Physician for the services rendered pursuant to this Agreement the amount of \$100 per hour. 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. Primary Care Physician shall provide invoices by the 5th of each month as set forth in Exhibit B (1 & 2) 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 20th of each month.

3.1.2 Assignment. Provider assign to Jefferson County the sole and exclusive right to bill, collect, and receive the fees for all facility and professional fees incurred through the professional medical and clinical services rendered by Provider pursuant to this agreement. Such billing and all accounts receivable shall be in the name of Jefferson County, and in the event this agreement terminates for any reason, Jefferson County shall maintain sole ownership of such billings and accounts receivable. The Provider agrees to be available for consultation at mutually agreeable times to discuss any billing issues.

3.2. Independent Medical Services. IF PRIMARY CARE PHYSICIAN PERFORMS PROFESSIONAL SERVICES FOR PATIENTS OF THE COUNTY'S OUTPATIENT CLINICS, SUCH SERVICES SHALL BE SEPARATE AND DISTINCT FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT IN HIS CAPACITY AS PRIMARY CARE PHYSICIAN. ALL PROFESSIONAL FEES DUE TO PRIMARY CARE PHYSICIAN FOR SUCH SERVICES WHICH ARE PERFORMED ON AN INDEPENDENT BASIS AND NOT IN HIS ROLE AS PRIMARY CARE PHYSICIAN SHALL BE PAID BY THE PATIENT, THE PATIENT'S FAMILY, OR OTHER THIRD PARTY PAYOR. IN NO CASE SHALL ANY FEE PAID TO PRIMARY CARE PHYSICIAN PURSUANT TO THIS AGREEMENT BE OR BE DEEMED TO BE PAYMENT FOR SERVICES RENDERED BY PRIMARY CARE PHYSICIAN TO HIS PATIENTS IN HIS CAPACITY AS AN INDEPENDENT PHYSICIAN.

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"). This Agreement may be renewed for additional one year terms at the option of the County.

4.2 Termination without Cause. Either party may terminate this Agreement at any time upon thirty (30) 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 Primary Care Physician with written notice of such breach. This Agreement shall terminate as set forth in such notice unless the Primary Care Physician cures the breach to the County's satisfaction within ten (10) days of Primary Care 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 Primary Care Physician fails to comply with the policies and procedures of County; or

b. The Primary Care 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 Primary Care Physician breaches any provision, warranty, or representation set forth in the Agreement; or

d. The Primary Care Physician engages in an act or omission that is harmful or disruptive to the County's operations or reputation;

or

e. The Primary Care 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 Primary Care Physician of the occurrence of any one of the following events:

a. Primary Care Physician dies or becomes disabled for a ten (10) day period or more; or

b. The County ceases operations or is the County's outpatient clinics are the subject of a change of ownership with a third party that is unaffiliated with the County; or

c. The Primary Care Physician 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 Primary Care Physician 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 an such authority or for the purpose of considering any of the foregoing; or

e. The Primary Care 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 Primary Care Physician. The Primary Care 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. Primary Care Physician may also terminate this Agreement upon thirty (30) days written notice in the event that the Primary Care 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 Primary Care 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. MISCELLANEOUS

5.1 Independent Contractor. The parties intend that Primary Care 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 Primary Care Physician. All such payments, withholdings, and benefits are the responsibility of Primary Care Physician, and Primary Care Physician shall indemnify and hold harmless County from any and all loss or liability arising with respect to such payments, withholdings and benefits.

5.2. Primary Care Physician Financial Relationships. Primary Care Physician represents and warrants that neither Primary Care Physician nor an immediate family member of Primary Care 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, Primary Care Physician 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). Primary Care Physician further represents and warrants that neither Primary Care Physician nor an immediate family member of Primary Care 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.

5.3. 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.

5.4. 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.

5.5. 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 Primary Care 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 County's Utilization Review for Cooper Green Mercy Operations which includes Urgent Care and Ambulatory Care services to such related entity. Primary Care Physician may not subcontract or otherwise arrange for another individual or entity to perform his duties under this Agreement unless approved by County.

5.6. 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 Primary Care 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 Primary Care 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 Primary Care Physician upon request.

5.7. 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 Primary Care Physician: Dr. J. Walden Retan, M.D

177 Oak Ridge Lane
Talladega, AL 35160-8303

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.

5.8. 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.

5.9. Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to the Primary Care 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.

5.10. 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.

5.11. 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.

5.12. 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 P.C..

5.13. Heading. 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.

5.14. 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.

5.15. 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.

5.16. 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.

5.17. Confidentiality and Disclosure of Patient Information. The Primary Care Physician acknowledges that in the course of providing the services called for by this Agreement he 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 Primary Care 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 County Utilization Review for Cooper Green Mercy Operations which includes Urgent Care and Ambulatory Care services, or (iii) to carry out the legal responsibilities of the County. If the Primary Care Physician discloses this PHI to another person or entity, the Primary Care 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. Primary Care 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 Primary Care 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 Primary Care 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 Primary Care 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 Primary Care Physician provides PHI received from, or created or received by the Primary Care 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 Primary Care Physician on behalf of the County that the Primary Care Physician maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Primary Care 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 Primary Care Physician. The obligations of this Section 5.17 shall survive the termination of this Agreement.

5.18. Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Primary Care 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.

5.19. County Funds Paid. The County and Primary Care 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 Primary Care 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 Primary Care Physician shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

5.20. Interested Parties. The Primary Care 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 Primary Care Physician for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Primary Care Physician pledges that he 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 Primary Care Physician for which compensation will be sought during the aforesaid period. In addition, the Primary Care Physician declares that, as of the date of this Agreement, neither Primary Care 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 Primary Care 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 compensation will be claimed during the period of time this Agreement is being performed.

5.21. 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, Primary Care Physician and County have executed this Agreement as of the day and year first above written.

Dr. J. Walden Retan, M.D

177 Oak Ridge Lane

Talladega, AL 35160-8303

JEFFERSON COUNTY, ALABAMA:

W. D. Carrington, President - Jefferson County Commission

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

Feb-28-2013-158

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Park Place Technologies to provide post-warranty maintenance on data center hardware at Cooper Green Mercy Health Services locations for the period February 15, 2013 - February 14, 2014 in the amount of \$13,164.

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

Feb-28-2013-159

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Mercy Emergency Physicians, LLP to provide physician staffing, management and consulting services for a period of one year beginning March 1, 2013 in the amount of \$1,138,652.

AGREEMENT FOR URGENT CARE MANAGEMENT SERVICES

THIS IS AN AGREEMENT FOR URGENT CARE MANAGEMENT SERVICES, dated February 25, 2013, by and between The Jefferson County Commission d/b/a Cooper Green Mercy Health Services of Birmingham, Alabama (the "Urgent Care Center"), and Mercy Emergency Physicians, LLP, a limited liability partnership authorized to provide professional medical services in State of Alabama, Traverse City, Michigan ("Partnership").

A. BACKGROUND

1. Partnership is in the business of providing physician staffing, management and consulting services;
2. Urgent Care Center operates an urgent care center at its facility; and
3. Urgent Care Center desires to retain the services of Partnership upon the terms and conditions set forth herein.

B. AGREEMENT

In consideration of the terms and conditions set forth therein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Engagement. Urgent Care Center hereby engages and Partnership accepts the engagement to provide physician staffing and consulting services upon the terms and conditions set forth herein.
2. Status of Partnership Providers. The parties acknowledge that the Partnership and the physicians provided by it are independent contractors as to the Urgent Care Center for the furnishing of the services contemplated herein. The physicians supplied by the Partnership shall not be deemed to be employees of the Urgent Care Center and shall not be eligible for any employment benefit programs of the Urgent Care Center. The physicians and other personnel supplied by the Urgent Care Center shall not be deemed to be employees of the Partnership and shall not be eligible for any benefit programs of the Partnership. Except to the extent that practice and professional conduct of the Urgent Care Center medical staff members are regulated by the Urgent Care Center, the physicians supplied by the Partnership shall not be under the direction or supervision of the Urgent Care Center in the performance of their medical services.
3. Term. This Agreement shall have an initial term of one (1) year beginning on March 1, 2013, at 12:00 a.m., provided, however, that Partnership shall have an option to renew for two (2) additional one (1) year terms.
4. Termination. This Agreement may be terminated as follows:
 - a. By either Urgent Care Center or Partnership, with or without cause, upon sixty (60) days written notice; or
 - b. By either Partnership or Urgent Care Center, upon material breach (other than for non-payment by Urgent Care Center) of this Agreement upon sixty (60) days written notice of the material breach, provided, however, that the breaching party has the opportunity to effect a cure of the material breach within that thirty (30) day period to the satisfaction of the non-breaching party; or
 - c. By Partnership, upon fifteen (15) days written notice, for non-payment of compensation as per Paragraph 7.
5. Duties of Partnership. Partnership shall perform the following duties and services:
 - a. Basic Services. Partnership shall recruit, credential, and schedule Partnership physician(s) to staff the Urgent Care Center

during the following hours of operation:

- 16 hours per day, 365 days per year (approximately 5,840 hours of coverage, or such other coverage as may otherwise be mutually agreed).

- Single physician shifts will be 8:00 a.m. to 4:00 p.m.; and 4:00 p.m. to 12:00 a.m.

b. Establish Performance Metrics. The Partnership shall establish performance metrics by June 1, 2013, or as mutually agreed. The parties agree to amend this agreement if after establishing the performance metrics on June 1, 2013 if the patient activity would warrant a reduction in hours of operation.

c. Procurement of Physicians. The Partnership shall make available sufficient licensed physicians to perform and complete the duties of the Partnership in maintaining the services required under this Agreement. Each physician supplied by Partnership shall apply for and shall be governed by medical staff privileges at Urgent Care Center as may be required by applicable Urgent Care Center by-laws, rules and regulations. Upon request, Partnership shall supply to the Urgent Care Center current credentials and pertinent information regarding any physician the Partnership contemplates will be assigned to the Urgent Care Center.

d. Management Services. Upon request, Partnership shall provide the following Management services/programs upon request of the Urgent Care Center:

- (1) Quality Assessment/Risk Management Program;
- (2) Reimbursement/billing advice and expertise;
- (3) Marketing advice and assistance;
- (4) Assistance with Health Facilities Accreditation Program ("HFAP") compliance/audits;
- (5) Education advice and assistance;
- (6) Participation in Partnership's Leadership Course;
- (7) Patient satisfaction (APEX) program; and
- (8) Cost containment advice and assistance.

e. Removal of Partnership Physician. Partnership shall remove any Partnership supplied physician from the schedule upon request of Urgent Care Center. The time frame for the removal of any physician shall be mutually agreed upon by Partnership and Urgent Care Center in order not to impair any performance as specified in this Agreement.

f. Urgent Care Charting. At Urgent Care Center's election, and at Partnership's expense, Partnership shall provide the software necessary to operate the Urgent Care Center charting system ("ECI PSO QualChart System®") including, without limitation, any upgrades.

g. Credentialing Verification Services. Partnership shall provide credentialing verification services for and on behalf of Urgent Care Center in accordance with the medical staff by laws for all practitioners seeking initial Urgent Care Center clinical privileges. Although Partnership is credentialing verification source services, Partnership does not have any responsibility to issue or deny clinical privileges and, therefore, the duty and responsibility for credentialing healthcare providers remains with the Urgent Care Center, and Urgent Care Center agrees to indemnify, defend and hold harmless Partnership from any and all claims, causes of action, liability, costs, damages (including actual and reasonable costs and attorneys fees) arising out of or relating to the credentialing of any health care provider by Partnership, including, without limitation, claims of negligent credentialing, negligent hiring or retention of an unqualified health care provider, and the like.

6. Duties of Urgent Care Center. Urgent Care Center shall perform the following duties and services:

a. Facilities and Support Staff. Urgent Care Center shall provide, at its expense, adequate facilities, equipment, office supplies, and support personnel to effectively operate the Urgent Care Center.

b. Procurement and Use of Urgent Care Center Employed Physician Extender Nurse Practitioners. Urgent Care Center, at its expense, shall procure and make available sufficient licensed and Urgent Care Center employed nurse practitioners to perform and complete such duties as requested by Partnership from time to time in maintaining the services required under this Agreement. Urgent Care Center agrees to the following:

- Initial nurse practitioner coverage shall be twelve (12) hours of coverage per day, from 8:00 a.m. until 8:00 p.m.
- Additional hours of coverage will be added if volume exceeds 65 patients a day for two (2) straight months at a rate of one (1) hour for every 2.5 patients over 65.

Each nurse practitioner will be hired and employed by Urgent Care Center and not Partnership. Urgent Care Center will be responsible for the provision of professional liability insurance for any nurse practitioners practicing at Urgent Care Center in accordance with paragraph 9, below. Each nurse practitioner supplied by Urgent Care Center shall apply for and shall be governed by medical staff privileges at Urgent Care Center as may be required by applicable Urgent Care Center by-laws, rules and regulations. Upon request, Urgent Care Center shall supply to Partnership current credentials and pertinent information regarding any nurse practitioner the Urgent Care Center contemplates will provide services in the urgent care department.

c. Medical Record Keeping and Retrieval. Urgent Care Center, at its expense, shall provide and maintain an adequate system of medical record keeping and retrieval for use by Partnership providers. Both parties acknowledge and agree that changes to medical record

keeping and documentation requirements will affect provider productivity, patient flow and cost. Urgent Care Center agrees to provide adequate record-keeping and documentation support for the urgent care department, including an adequate orientation program for Partnership providers as to Urgent Care Center's medical records documentation and charting process and systems.

d. Support Services. Urgent Care Center, at its expense, shall provide appropriate support services, including but not limited to, assisting with transfers of patients to other facilities, preparing and filing patient forms necessary to the operation of the urgent care department, scheduling and procuring on-call specialists, together with any other support services as may be reasonably requested by Partnership or by Partnership supplied personnel.

e. Notice of Merger/Sale. Urgent Care Center agrees to provide Partnership at least ninety (90) days written notice of any contemplated sale, merger, closure or insolvency by or of the Urgent Care Center.

f. On-Call Room/Parking. Urgent Care Center shall provide, at its expense, an adequate on-call room and free parking for use by Partnership supplied physicians.

g. Expedited Privileges/Computer Staff Applications. Urgent Care Center agrees during the term of this Agreement to use whatever means possible to expedite the privileging of Partnership-supplied personnel, and to accept computer-generated staff applications for Partnership-supplied personnel.

h. Reports to Partnership. The Urgent Care Center shall immediately report to the Partnership any disciplinary proceedings initiated against Partnership supplied personnel under the bylaws of the Urgent Care Center and/or their medical staff. The Urgent Care Center shall also keep the Partnership informed of any conduct or activities of such personnel which may impair their ability to perform services at the Urgent Care Center or which may adversely reflect upon their professional conduct, competence or ethics.

i. Indemnification. Urgent Care Center shall indemnify, defend and hold harmless Partnership, and any physicians supplied by Partnership, against any and all administrative or judicial judgments, settlements, costs, expenses, fees and/or penalties, including actual and reasonable attorney's fees and any multiples of damages, incurred by reasons of audits, reviews, investigations, or lawsuits by federal or state government units in connection with the Medicare, Medicaid, or other federal or state health care reimbursement programs, or by any private third party payors arising out of or related to claims of false, excessive or wrongful submission of claims.

j. Urgent Care Department Charting. If Urgent Care Center elects to use the ECI PSO QualChart System[®], Urgent Care Center shall provide the following relative to the ECI PSO QualChart System[®]:

(1) Any and all computer(s),[®]printers, and other hardware for operation of the for ECI PSO QualChart System , and at least three (3) feet by two (2) feet of counter space in the urgent care department in an easily accessible location for each installation site.

(2) A duplex electrical outlet, at the cost and expense of Urgent Care Center, at each installation site.

(3) An Ethernet line to enable the ECI PSO QualChart System[®] to access the Internet (in proximity to the duplex electrical outlet), at the cost and expense of the Urgent Care Center, for the sole and exclusive use of the ECI PSO QualChart System at each installation location. Existing Urgent Care Center computers and networks may be used, but access to the Internet is required for updates and support of the ECI PSO QualChart System.

(4) Management Information Systems contact person(s) to coordinate the installation/running/maintenance of the ECI PSO QualChart System[®] and to trouble shoot any problems, as necessary.

(5) Provide all ECI PSO QualChart System[®] supplies including, but not limited to printer paper and toner cartridges for the use of the ECI PSO QualChart System[®].

Urgent Care Center acknowledges that the ECI PSO QualChart System[®] is the sole property of Partnership and is subject to applicable copyright and/or trademark protection. Urgent Care Center agrees that itself or any of its agents or employees will not copy, distribute, modify, adapt, translate, rent, loan, resale, network, or create any derivative works based on the software or otherwise attempt to usurp and use the ECI PSO QualChart Systems for its own purpose or for that of its affiliates other than in the normal course of operating an emergency department during the term of this Agreement or at anytime thereafter. Urgent Care Center agrees that if the ECI PSO QualChart System is installed on Urgent Care Center computer(s), Urgent Care Center will erase all copies of the software from any computers and network, and return all hard copies of the charts, materials and documentation upon the effective date of termination of this Agreement.

k. Work Stations. Urgent Care Center agrees to supply each on-duty Partnership provider with a dedicated HIPAA/HITECH compliant computer work station, located in the urgent care department, with internet access.

l. Use of Name and Likeness. Urgent Care Center agrees to allow Partnership to use its name and likeness for purposes of recruiting.

7. Compensation. Partnership shall be compensated as follows:

a. Administrative Services and Physician Availability Stipend. Urgent Care Center agrees to pay to Partnership an annual stipend of \$1,138,652 for administrative and physician availability services provided in the Urgent Care Center. The payment for the stipend shall be due in twelve (12) equal monthly installments of \$94,887.67, payable within thirty (30) days, as invoiced. The initial payment will be made upon execution of this Agreement. The parties agree that should the hours of operation be reduced the compensation provided to Partnership

shall also be reduced.

b. Additional Coverage Costs. Urgent Care Center agrees to pay to Partnership \$176.50 per hour for additional coverage over any hours exceeding 16 hours/day.

c. Recruiting Fee Upon Termination. Upon termination of this Agreement for any reason, Urgent Care Center agrees to pay Partnership a one-time recruiting fee for any practitioners recruited by Partnership and who become staff members of Urgent Care Center during the term of this Agreement (i.e., excludes practitioners who were already on staff when this Agreement was executed or physicians trained in Urgent Care Center's residency program), as follows:

- \$35,000 for physicians

Urgent Care Center shall not be responsible for any recruitment fee(s) for any practitioner(s) for which it paid signing bonus or buy-out as provided below.

d. Late Fees. Urgent Care Center shall pay Partnership a late fee of 1.0% per month (compounded monthly) on any unpaid balance over 30 days late from the due date of the invoice.

8. Patient Charges. Patient charges for urgent care and related services shall be determined as follows:

a. Physician Services. Urgent Care Center, in conjunction with Partnership, shall establish a Schedule of patient charges for services rendered to patients by Partnership supplied personnel. Urgent Care Center shall bill patients and/or their insurers for the professional services rendered by Partnership supplied personnel. All payments for these services shall accrue to the Urgent Care Center without exception.

b. Ancillary Services. Urgent Care Center shall have the exclusive right to establish charges and fees for use of equipment, tests, supplies, employees, other physicians and staff and other ancillary services.

9. Liability Insurance. Partnership shall ensure that personnel provided by it shall maintain professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence (a shared limit) and \$3,000,000 annual aggregate, subject to the terms and conditions of the individual policies. This coverage shall be on a claims-made basis with an unlimited extended reporting period or on an occurrence basis. Partnership shall pay the base cost of the professional liability insurance during the term of this Agreement. Urgent Care Center agrees to pay any incremental increase(s) in the professional liability insurance (at actual cost) during the term of this Agreement. Partnership will invoice Urgent Care Center for any incremental increase(s), as incurred, which shall be payable in thirty (30) days.

Urgent Care Center, at no cost to Partnership, shall ensure that: (a) all personnel provided by it (including but not limited to nurse practitioners) shall maintain professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate subject to the terms and conditions of the individual policies. This coverage shall be on a claims-made basis with an unlimited extended reporting period or on an occurrence basis; and (b) comprehensive general liability insurance with a limit of not less than one million dollars (\$1,000,000) per person, claim or occurrence. With respect to nurse practitioners supplied by Urgent Care Center, Urgent Care Center agrees to name Partnership as an additional named insured.

10. Contractual Noninterference. Each party covenants that it shall not, during the term of this Agreement, directly or indirectly, impair or initiate any attempt to impair the relationship or expectancy of a continuing relationship which exists or will exist between the other party and the personnel employed or the physicians retained by the other party at any time during the term of their Agreement or renewals thereof, or make offers or contracts of employment or offers or contracts for services with such personnel or physicians, or with any partnership, corporation, or association through which such personnel or physicians may render services or employment to the offending party.

11. Cooperation and Review of Activities. The parties agree, in good faith, to cooperate with each other and to assist each other in the performance of this Agreement. The parties agree to meet as mutually agreed to review and discuss the course of performance of this Agreement.

12. Excuse for Non-Performance or Breach. Neither party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires or other casualty, strikes or other work interruptions, or any other cause beyond the reasonable control of either party.

13. Severability. In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term shall be construed as valid and enforceable to the maximum extent permitted by law and the balance of this Agreement shall remain in full -force and effect.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Alabama.

15. Notices. Any notice required by this Agreement shall be effective on the date postmarked via certified mail to the following:

Partnership: Derik K. King, M.D., FACEP
Managing Partner
Mercy Emergency Physicians, LLP
4075 Copper Ridge Drive
Traverse City, Michigan 49684
Hospital: Walter Jackson

Deputy County Manager
The Jefferson County Commission d/b/a
Cooper Green Mercy Hospital
1515 6th Avenue South
Birmingham, Alabama 35223

16. Modification. This Agreement contains the entire understanding of the parties and may not be modified except in writing and signed by both the parties hereto.

17. Federal Government Access to Books and Records. To the extent required by Section 1861(v) of the Federal Social Security , 42 U.S.C. Sec. 1395(v), as amended from time to time, Partnership agrees as follows:

Until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, Partnership shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of the Partnership that are necessary to certify the nature and extent of the costs claimed to Medicare with respect to the services provided under this Agreement.

18. Confidentiality. The terms and provisions of this Agreement are deemed confidential to the parties hereto and shall be revealed only to the authorized management of said respective parties, or to governmental or supervisory officials or other parties where legally required to be revealed. Under no circumstances, whatever, may either party disclose this Agreement or any portion hereof, to any individual of entity excepting its own authorized management, without first notifying the other party hereto in writing prior to such disclosure.

19. HIPAA/HITECH Compliance. The parties agree to execute a separate HIPAA/HITECH-compliant business associate agreement, and Urgent Care Center also agrees to enter into a separate HIPAA/HITECH agreement with Partnership's billing agent, as soon as practical, but no later than the first day of services under this Agreement.

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

21. Conflict of Interest. The Partnership declares that, as of the date of the contract, neither the County, nor any of the County's employees or any Director nor any other Government Official is directly or indirectly interested in this contract or any contract with the contractor for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Contractor pledges that hefit will notify the Purchasing Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares, that as of the date of this contract, neither he/it nor any of his/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 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 Contractor nor any of his/its 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 County's, County Official, or County employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this contract or any other contract with the Contractor for which compensation will be claimed during the period of time this contract is being performed.

22. County Funds Paid. County, Partnership and Partnership's representative signed below certify by the execution of this Agreement that no part of the funds paid by the County and or State 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 Consortium 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 Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

The parties have executed this Agreement for Emergency Department Management Services effective the day and date first above written.

MERCY EMERGENCY PHYSICIANS, LLP

Derik K. King, M.D., FACEP

Its: Managing Partner

JEFFERSON COUNTY COMMISSION d/b/a

COOPER GREEN MERCY Health Services

W.D. Carrington

Its: President

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

Feb-28-2013-160

WHEREAS, rules and regulations have been established to govern employee contract, public and juror parking in the Birmingham Jefferson County Parking Deck and;

WHEREAS, it is necessary to update such rules and regulations from time to time,

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following rules and regulations shall apply to all parking in the above mentioned parking deck and shall establish rules for the Public and Contract parking areas:

General Policies:

- Normal Parking Deck hours are Monday - Friday, 6 am. - 6 p.m.
- Access to the parking deck shall be by use of County identification badge with permit/hang tag displayed, ticket, or juror summons. Employees from outer locations may enter the deck by taking a ticket from dispenser and must have ticket validated by General Services, Commission Offices, County Manager's Office, Pension Office or District Attorney's Office for free exit. Upon leaving parking deck, employee shall:
 - o Show permit/hang tag
 - o Show validated ticket to cashier or
 - o Pay the maximum daily rate charge of \$10
- All identification badges and permits/hang tags are the property of Jefferson County. Upon termination of employee parking contract or revocation of parking privileges, identification badges will be deactivated and parking permit/hang tag must be returned immediately to General Services. Upon leaving employment, identification badges and permits/hang tags must be received and all parking charges paid.
- Any situation not covered in these rules shall be decided by the Director of General Services and recommendations of the Parking Committee

Cost

- Public parking fees shall be \$1 per hour or partial hour. Maximum daily rate is \$10
- Lost ticket charge is \$10
- Employee Contract parking shall be on a monthly basis only, at a rate of \$20 per month, payable in advance, with no proration for any part of a month. Failure to make payment by the 5th day of the month shall result in deactivation of access until paid.

Assignment of Parking

- Levels G through two (2) are designated as Public and Juror Parking.
- Levels three (3) and four (4) parking is now labeled "Priority Parking" and is for employees that had assigned spaces on those floors prior to this Resolution. Any vacancies will be filled from a list established from the original contract parking list "Priority Parking" decals will be issued to employees authorized to park on these levels and will be affixed to the outside of the lower right back windshield.
- Parking spaces for employee contract parkers on levels three (3) and four (4) are still assigned spaces. Parking on levels five (5) through eight (8) for employee contract parkers will no longer be assigned; they will be on a "first come first serve" basis.
- Level eight (8) will be used for County vehicles and handicap parking on the lower level, with General Contract parking on the upper level.
- New employee contract parking will be granted by seniority from the established "Waiting List". Employees may request to be added to the waiting list through the General Services front desk clerk. Parking permits/hang tags are not transferable. Any contract parker that does not have their identification/parking badge will not be permitted to pull into the deck. You must have your parking access badge to park in the deck.

Declines

- Any employee that declines an offer to move to "Priority Parking" from the upper levels shall have their name placed at the bottom of the seniority list, and will not be contacted again until their name has made it back to the top of the list.
- Anyone that declines to move into the deck siren of 16rd a space shall be moved to the bottom of the "Waiting List" and will not be contacted until their name has made it back to the top of this list.

Handicap Parking

- Handicap parking spaces on Levels three (3) through eight (8) are only for employees with the General Services issued handicap parking permits along with the State issued permits/tags.
- Anyone obtaining parking privileges due to physical limitations must have a State issued handicap permit and park in spaces designated as such.
- Van accessible handicap parking is designated for individuals with vehicles utilizing a hoist or ramp only.
- Temporary handicap parking spaces are on the 8th floor of the parking deck only.

Violations

- Any employee contract parker who parks in an unauthorized area shall result in immediate revocation of parking privileges.
- Any individual whose parking privileges have been revoked will have his/her name moved to the bottom of the Parking Waiting List. Said individual shall forfeit all seniority privileges.
- Local employees not authorized to park in the employees' section of the parking deck are prohibited from parking on Levels G - 2 as they are designated for public and juror parking. Anyone found violating this shall be moved to the bottom of the waiting list.
- Any deviation from the rules set forth in this Resolution shall result in immediate revocation of parking privileges.

New Decals

- All employees currently authorized to park in the deck should go to General Services Administration in order to sign their parking agreement card, pick up their new permit/hang tag and new ID badge.
- Priority Parking employees must also obtain the window decal indicating they are authorized to park on levels three (3) and four (4). If you do not have a decal on your window (for example if you are driving a loaner car or rental), you must park in levels five (5) through eight (8).

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that copies of the foregoing Rules and Regulations shall be posted in the Courthouse and distributed to employee contract parkers.

Effective: March 18, 2013

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

Feb-28-2013-161

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 International Computer Works to provide sole-source software support for GeoElections and MapInfo software for the period March 1, 2013 - February 28, 2014 in the amount of \$8,216.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and International Computer Works (hereinafter called "ICW").

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 2-28-12, at M.B. 163, Pg. 14-15, is hereby amended as follows:

Contract between Jefferson County and ICW is renewed for the time period March 1, 2013 through February 28, 2014 for the same amount as the current year, \$8,216.00.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

CONTRACTOR

_____, CEO

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

Feb-28-2013-162

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Claim for Reimbursement between Jefferson County, Alabama and the Alabama Secretary of State for reimbursement of a portion certain expenses for voter file maintenance.

CLAIM FOR REIMBURSEMENT
POSTCARD VOTER UPDATE PROCESS

To reimburse Jefferson County for the payment of certain expenses for voter file maintenance incurred during the years 2012-2017, in accordance with §§17-4-10, §17-4-30 and §17-4-31, Code of Alabama (1975), as amended.

Eligible expenses:

- All postage expenses associated with the voter file maintenance process provided for in §17-4-30.
- One-fourth of the total cost expended in November and December 2012 for the publication of names to be removed from the list of registered voters pursuant to §§17-4-10 and 17-4-30.

Reimbursement to be made to the account of Jefferson County Commission.

County's Federal Employer Identification Number (FEIN):

The following expenses have been paid with county funds and qualify for reimbursement pursuant to §17-4-31, Code of Alabama (1975), as amended.

Item	Amount	Date of County Warrant	County Warrant Number
Publication of names to be removed from list of registered voters	\$5,700.00	1/31/13	#495202
[Enter 25% of total cost in the "amount" column. Attach printer's bill, receipt for payment and copy of newspapers) advertisement]			
Other Qualifying Postal Service fees			
[Attach receipt from U.S. Postal Service and explanation of feels)]			
Postage for returned business reply postcards			
[Attach supporting itemized receipts or other itemized documentation from U.S. Postal Service of actual postage costs: Documentation must show actual expenditures, not deposits]			
Total Due County Commission	\$5,700.00		

Return this form and all necessary documentation to:

Ed Packard, Elections Division, PO Box 5616, Montgomery, Alabama 36103-5616

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

Feb-28-2013-163

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

State Subgrantee Agreement - Hazard Mitigation Grant #1971-720 with the Alabama Emergency Management Agency which provides grant funding for installation of 97 IP two-way indoor alerting devices in 97 Jefferson County schools in the amount of \$67,046.

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

Feb-28-2013-164

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Modification Number 1 to Agreement No. 2-4-30-15-22 with The Dannon Project. The modification adjusts line items and adds occupational training programs. All other terms and conditions of the original agreement remain the same.

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

Feb-28-2013-165

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides that an Urban County may make application to the U.S. Department of Housing and Urban Development for Community Development Block Grants; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has accepted Jefferson County and municipal consortium members located therein, as a fully qualified Urban County for Community Development Block Grants, Emergency Shelter Grants, Emergency Solutions Grants, and the HOME Program; and

WHEREAS, Jefferson County desires to amend its Community Development Statement of Objectives and Projected Use of Funds for the Program Years 2007 through 2011 of its Five-Year Consolidated Plan and One-Year Action Plans to allow for those changes described in the attached pages, those pages being a part of this resolution; and

WHEREAS, Jefferson County has held a public hearing in accordance with HUD regulations and its Citizen Participation Plan and has actively solicited the participation of municipal authorities and citizens throughout the County, and that said amendment has been prepared in a manner that meets or exceeds all known federal, state, and local requirements and regulations;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that:

1. The Jefferson County Community Development Programs One-Year Action Plans for the years 2007 through 2011, is hereby amended as said above; and
2. The President of the County Commission is authorized and hereby directed to execute, sign all applications forms and certifications and submit to the U.S. Department of Housing and Urban Development (HUD) the attached Amended Statements of Community Development Objectives and Projected Use of Funds and the Amended Consolidated Action Plan for Community Development programs.

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

Feb-28-2013-166

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Center Point; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 175 Saturn Lane, Center Point, Alabama 35215
Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated October 28, 2010 and recorded in LR Book 201006 Page 9812, in the Probate Office of Jefferson County, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated October 28, 2010 and recorded in LR Book 201006 Page9812, in the Probate Office Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 28th day of February, 2013.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington

Its: President of the County Commission

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

Feb-28-2013-167

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Center Point; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 1882 Pebble Lake Drive, Birmingham, Alabama 35235 Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated October 28, 2010 and recorded in LR Book 201006 Page 9838 in the Probate Office of Jefferson County, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated October 28, 2010 and recorded in LR Book 201006 Page9838, in the Probate Office Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 28th day of February, 2013.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington

Its: President of the County Commission

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

Feb-28-2013-168

WHEREAS, the Department of Housing and Urban Development awarded Jefferson County a CDBG Recovery Grant #B-09-UY-01-0001; and

WHEREAS, the grant has been completed and all requirements have been fulfilled.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the Closeout Grant Agreement for the CDBG-R Grant.

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

Feb-28-2013-169

A RESOLUTION AUTHORIZING THE BESSEMER TAX ASSESSOR
USE OF ONE MOTOR POOL UNIT FOR THE PERIOD
MARCH - MAY, 2013 DUE TO TEMPORARY FIELD WORK DEMANDS

WHEREAS, the Jefferson County Commission supports the need of the Bessemer Tax Assessor's office within Jefferson County;
and

WHEREAS, the Bessemer Tax Assessor's office is requesting the use of one motor pool vehicle for the Department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is hereby authorized to issue one motor pool unit to the Bessemer Tax Assessor for the months of March through May, 2013.

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

Feb-28-2013-170

WHEREAS, Jefferson County solicited bids for the sale of eight (8) geriatric/ psychiatric beds located at Cooper Green Mercy Hospital; and

WHEREAS, Gadsden Regional Medical Center, LLC, submitted the sole bid in an amount of Ninety Six Thousand (\$96,000.00) Dollars; and

WHEREAS, the Jefferson County Commission desires to sell said beds.

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

1. The bid of Gadsden Regional Medical Center, LLC, in the amount of \$96,000.00 is hereby accepted.
2. Subject to review by the County Attorney, the President is hereby authorized and directed to execute the documents necessary to convey said beds to Gadsden Regional Medical Center, LLC.

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

Feb-28-2013-171

WHEREAS, Jefferson County solicited bids for the sale of the real and personal property known as the Jefferson Rehabilitation and Health Center, located at 200 North Pine Hill Road, Birmingham, Alabama; and

WHEREAS, Tara Jane, LLC, a New York Limited Liability Company, submitted the sole bid for said property in the amount of \$2,950,000.00; and

WHEREAS, the Jefferson County Commission desires to sell said property.

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

1. The bid of Tara Jane, LLC, in the amount of \$2,950,000.00, is hereby accepted.
2. Subject to review by the County Attorney, the President is hereby authorized and directed to execute the necessary documents to convey said property to Tara Jane, LLC.

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

Commission Carrington stated that an opinion from the County Attorney 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, Bowman, Brown and Carrington.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, March 14, 2013.

President

ATTEST

Minute Clerk