

STATE OF ALABAMA)

JEFFERSON COUNTY) September 21, 2010

The Commission met in regular session at the Birmingham Courthouse, Bettye Fine Collins, President, presiding and the following members present:

District 1 George F. Bowman  
District 2 Shelia Smoot  
District 3 Bobby Humphries  
District 4 Bettye Fine Collins  
District 5 Jim Carns

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the Minutes of September 14, 2010, be approved. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries.

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STAFF DEVELOPMENT

Multiple Staff Development

General Services - 2 participants

Denaman Payton	Montgomery, Alabama	\$481.70
Rickey Childers	AlaSHE 2010 Fall Conference & Technical Exhibition October 27-29, 2010	\$481.70

Roads & Transportation - 2 participants

Ken Boozer	Birmingham, Alabama	\$35.00
Robert D. Shaw	2010 Building Communities Conference October 7-8, 2010	\$35.00

Roads & Transportation - 3 participants

Phillip R. Krofchick	Pelham, Alabama	\$500.00
James J. Hardin	Certification for Work Zone Traffic Control & Traffic Signal Level	\$500.00
Rondall J. Cole	September 22-24, 2010	\$500.00

Individual Staff Development

Catherine Wambua	CGMH	Seattle, Washington	\$4,575.50
		E-Integrative Lymphedema Therapy Certification November 4-13, 2010	

Geraldine Franklin	CGMH	Cambridge, Massachusetts	\$2,866.39
		Patient Safety Officer Executive Development Program September 10-17, 2010	

RaShon M. Williams	HR	Birmingham, Alabama	\$35.00
		Career Fair November 2 & November 16, 2010	

Demetruis Taylor	HR	Birmingham, Alabama	\$850.00
		Birmingham Society for Human Resource Management Certification Training September 23 - November 6, 2010	

Ashley Lemsky	OSCS	Atlanta, Georgia	\$846.90
		2010 National Medicare Workshop September 20-24, 2010	

William Voigt	OSCS	Florence, Kentucky	\$1,491.00
		2010 Se4A Aging Network & Training Conference September 24-29, 2010	

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Staff Development be approved. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

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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.

RECOMMENDED THAT THE ENCUMBRANCE JOURNAL BE APPROVED (THIS REGISTER IS ON FILE IN THE PURCHASING DEPARTMENT)

1. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY/FUELMAN OF ALABAMA, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FUEL PURCHASES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/09 9/30/10. SAP PURCHASE ORDER # 2000035651 \$340,000.00 TOTAL REFERENCE BID # 210-07
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICE FOR LXI METERED CHEMISTRY SUPPLIES. SAP PURCHASE ORDER # 2000036227 \$10,000.00 TOTAL REFERENCE BID # 109-05
3. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR CHEMISTRY SUPPLIES. SAP PURCHASE ORDER # 2000036307 \$5,000.00 TOTAL REFERENCE BID # 109-05
4. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTH, STONE MOUNTAIN, GA, CHANGE ORDERS TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR HEMATOLOGY SUPPLIES. SAP PURCHASE ORDER # 2000035819 \$1,000.00 TOTAL REFERENCE BID # 24-09
5. PACA MEMBERS ONLY FROM WOOD FRUITTICHER, IRONDALE, AL, CONTRACT RENEWAL FOR REPETITIVE PREPACKAGED FROZEN FOODS PURCHASE FOR THE PERIOD OF 10/1/10 9/30/11. REFERENCE BID # 82-10
6. GENERAL SERVICES FROM ICE MAKERS INCORPORATED, BIRMINGHAM, AL, FOR REPLACEMENT OF COUNTY ICE MAKER. SAP PURCHASE ORDER # 2000047383 \$7,316.00 TOTAL
7. JEFFERSON REHABILITATION AND HEALTH CENTER FROM GAYMAR INDUSTRIES, BUFFALO, NY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MATTRESS/BED RENTALS. SAP PURCHASE ORDER # 2000038919 \$9,000.00 TOTAL REFERENCE BID # 25-10
8. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM JASPER ELECTRIC MOTOR, JASPER, AL, FOR PUMP MOTOR REPAIR. SAP PURCHASE ORDER # 2000047384 \$8,230.00 TOTAL
9. EMERGENCY MANAGEMENT AGENCY (EMA) FROM CENTURY LINK, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICE TO COMPLETE THE FISCAL YEAR 2010. SAP PURCHASE ORDER # 2000045479 \$38.80 TOTAL REFERENCE BID # 138-07
10. ROADS AND TRANSPORTATION BESSEMER AND KETONA HIGHWAY MAINTENANCE FROM KIRKPATRICK CONCRETE INCORPORATED, BIRMINGHAM, AL, TO EXTEND CONTRACT FOR READY MIX CONCRETE FOR THE PERIOD OF 10/1/10 9/30/11. REFERENCE BID # 207-08 \$30,000.00 TOTAL
11. COOPER GREEN MERCY HOSPITAL FROM CARE PROFESSIONAL SERVICES INCORPORATED, MOBILE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CREDIT AND COLLECTIONS SERVICES. SAP PURCHASE ORDER # 2000039295 \$4,500.00 TOTAL REFERENCE BID # 247-06  
EXTENDED BY THE COMMISSION ON 12/22/09 TO 9/30/10.
12. GENERAL SERVICES FROM INDUSTRIAL FIRE SAFETY EQUIPMENT COMPANY INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FIRE EXTINGUISHER SERVICES FOR THE PERIOD 10/1/10 9/30/11. REFERENCE BID # 2-09 EST. \$25,000.00 TOTAL
13. GENERAL SERVICES FROM GRAYBAR ELECTRIC COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR LIGHT BULBS AND BALLAST FOR THE PERIOD OF 10/1/10 9/30/11. REFERENCE BID # 44-09 EST. \$50,000.00 TOTAL
14. GENERAL SERVICES FROM DELTACOM INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR TELECOMMUNICATION LONG DISTANCE SERVICE FOR THE PERIOD OF 9/1/10 8/31/11. REFERENCE BID # 241-08 EST. \$100,000.00 TOTAL
15. GENERAL SERVICES FROM TRIPLE POINT INDUSTRIES, HOOVER, AL, CONTRACT RENEWAL FOR MECHANICAL WATER TREATMENT FOR THE PERIOD OF 10/1/10 9/30/11. REFERENCE BID # 271008 EST. \$120,000.00 TOTAL
16. ENVIRONMENTAL SERVICES LEEDS WWTP FROM ADEM/PERMITS AND SERVICES, MONTGOMERY, AL, TO PAY FOR PERMIT RENEWAL NPDES PERMIT NO. AL0067067. \$3,775.00 TOTAL
17. ENVIRONMENTAL SERVICES VALLEY CREEK WWTP FROM ADEM/PERMITS AND SERVICES, MONTGOMERY, AL, TO PAY FOR PERMIT RENEWAL NPDES PERMIT NO. AL0023655. \$10,575.00 TOTAL
18. COOPER GREEN MERCY HOSPITAL FROM CALLAHAN EYE FOUNDATION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR OPTICAL SERVICES FOR PATIENTS.

SAP PURCHASE ORDER # 2000038896 \$20,000.00 TOTAL

19. GENERAL SERVICES FROM A D I, ATLANTA, GA, FOR EMERGENCY 911 RADIO REPAIR.

SAP PURCHASE ORDER # 2000047482 \$7,411.18 TOTAL

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the Purchasing Minutes be approved. Voting "Aye" Bowman, Carns, Collins, Humphries and Smoot.

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
9/21/2010

Profit Center	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REGISTRATION;MILEAGE;OIL;FOOD;PARTS	CGH: ADMINISTRATION	831.84	1900043509
*DISTRICT 1					831.84	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	KEITH: PHONE CHARGER & CASES	INFO TECH: NETWORK SUPP	127.95	1900043393
DISTRICT 2	1001810	UAB CAREER SERVICES	2010 JOB FAIR REGISTRATION	SENIOR CITIZEN SERVICES	50.00	1900043223
DISTRICT 2	1003104	SHELIA SMOOT	RETURN TRAVEL REIMBURSEMENT	COMMISSIONER, DISTRICT 2	80.50	1900043453
*DISTRICT 2					258.45	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HERBICIDE LICENCE FEE	R&T: HIGHWAY MAINT-KETONA	90.00	1900043451
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PARTS FOR HIGHWAY MAINTENANCE KETONA	R&T: HIGHWAY MAINT-KETONA	20.25	1900043387
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RETURN POSTAGE ON PAGERS TO US MOBILITY	R&T: TRAFFIC ENGINEERING	6.95	1900043443
DISTRICT 3	1000193	JEFFERSON CO TREASURER	INK, HAND SANITIZER, PAINT BRUSH ROLLERS	R&T: HIGHWAY ENG & CONSTR	106.23	1900043408
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BRD - SECURITY, GOLF CARTS, MIRRORS	EMA	500.00	1900043384
DISTRICT 3	1023150	JONES & BERRY PC	PAY J&B TRUST ACCT TR 72 ROW ACQ MORGAN ROAD	R&T: ADMINISTRATION	825.00	1900042952
DISTRICT 3	1023150	JONES & BERRY PC	PAY J&B TRUST ACCT TR 74 ROW ACQ MORGAN ROAD	R&T: ADMINISTRATION	885.00	1900043023
*DISTRICT 3					2,433.43	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMBURSE MARCIA COLEMAN MILEAGE FOR JULY	HUMAN RESOURCES ADMIN	29.98	1900043228
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE	GEN SVCS: ADMINISTRATION	65.52	1900043507
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PRINTER; CORD	FC ADMIN SERVICES	269.97	1900043382
DISTRICT 4	1000194	GENERAL RETIREMENT SYS	TONY RYCE - MILITARY CONVERSION	FC JP BHAM YOUTH DEV	792.04	1900043386
DISTRICT 4	1000604	GERALD OSBURN	REIM. MILEAGE-G. OSBURN-6/23-8/31/10	REVENUE	67.23	1900043417
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)	REVENUE	78.79	1900043420
DISTRICT 4	1001466	ERIC R PRUITT	REIMB. MILEAGE-E. PRUITT - 8/5-9/3/10	REVENUE	42.12	1900043416
DISTRICT 4	1018512	DONALD RICHARD WILLIAMS	REIMB. MILEAGE-DON WILLIAMS-8/27/10	REVENUE	14.58	1900043418
DISTRICT 4	1021013	DEMETRIUS L PRICE	REIMB. MILEAGE-D. PRICE 8/17-8/27/10	REVENUE	61.16	1900043419
*DISTRICT 4					1,421.39	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ADEM WASTEWATER GRADE IV EXAM	ES: FIVE MILE CREEK WWTP 1	50.00	1900043415
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SMOKE DETECTOR	ES: SURVEY ENG & CONSTRUCTION	103.00	1900043459
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS;	ES: PACKAGE WWTP & PUMP STATIO	456.80	1900043383
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GATORADE;INK CARTRIDGES;	ES: FIVE MILE MAINTENANCE SHOP	72.84	1900043511
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHAIN;KEYS;	ES: FIVE MILE CREEK WWTP	128.35	1900043514
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERIES	ES: INSTRUMENT SHOP	19.16	1900043279
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHARGER, REGULATORS	ES: INSTRUMENT SHOP	34.07	1900043407
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPARK PLUG FOR MOWER	ES: LEEDS WWTP	1.99	1900043413
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HARDWARE	ES: VILLAGE MAINTENANCE SHOP	83.27	1900043412
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NEOPRENE FLASH CEMENT AND CAULK GUN	ES: SHADES LINE MAINTENANCE	84.73	1900043319
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MOXA STARTER KIT DEVICES;	ES: FIVE MILE CREEK WWTP	75.23	1900043391
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LIFTING DEVICE; BEARINGS	ES: VILLAGE MAINTENANCE SHOP	605.42	1900043450
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WEED-EATER PARTS	ES: LEEDS WWTP	39.95	1900043411
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MORTOROLA 2 WAY; FILTER	ES: VALLEY CREEK WWTP	410.16	1900043414
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HARDWARE	ES: VILLAGE MAINTENANCE SHOP	545.00	1900043458
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ELECTRIC SHOP ELECTRICAL SUPPLIES	ES: VILLAGE ELECTRICAL SHOP	388.62	1900043506
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING, HYDRALIC HOSES	ES: VILLAGE MAINTENANCE SHOP	1,296.89	1900043552
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLIERS;TREE PRUNER;LEVEL;QUICKCRETE;INK	ES: PACKAGE WWTP & PUMP STATIO	401.45	1900043553
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FREIGHT CHARGES ON SHPMT-INTERNAL CARD;	ES: FIVE MILE CREEK WWTP	26.95	1900043533
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INTERNAL CARD;	ES: FIVE MILE CREEK WWTP	495.00	1900043532
DISTRICT 5	1006432	BYROM BUILDING CORP	REFUND IMPACT FEE 1 FIXTURE	ES: SANITATION ADMINISTRATION	215.00	1900043232
DISTRICT 5	1025860	MATTHEW FINLEY	REFUND IMPACT PERMIT	ES: SANITATION ADMINISTRATION	1,283.75	1900039872
DISTRICT 5	1026349	ARCHER WESTERN CNTRS LTD	REFUND IMPACT PERMIT	ES: SANITATION ADMINISTRATION	3,805.00	1900043321
DISTRICT 5	1026349	ARCHER WESTERN CNTRS LTD	REFUND IMPACT PERMIT	ES: SANITATION ADMINISTRATION	440.00	1900043322
DISTRICT 5	1026350	ROBERT PESNELL	REFUND IMPACT PERMIT	ES: SANITATION ADMINISTRATION	946.25	1900043318
DISTRICT 5	1026351	MCMICHAEL & PARRISH HMS	REFUND IMPACT FEE 1 FIXTURE	ES: SANITATION ADMINISTRATION	215.00	1900043320
*DISTRICT 5					12,323.88	
JOINT RESPON	1000018	ALA STATE BAR FOUNDATION	ALA STATE BAR LICENSE - THEODORE A. LAWSON, II	COUNTY ATTORNEY	300.00	1900043539
JOINT RESPON	1000018	ALA STATE BAR FOUNDATION	ALA STATE BAR LICENSE - JEFFREY M. SEWELL	COUNTY ATTORNEY	300.00	1900043537
JOINT RESPON	1000018	ALA STATE BAR FOUNDATION	ALA STATE BAR LICENSE - FRENCH A. MCMILLAN	COUNTY ATTORNEY	300.00	1900043540
JOINT RESPON	1000018	ALA STATE BAR FOUNDATION	ALA STATE BAR LICENSE - CHARLES S. WAGNER	COUNTY ATTORNEY	300.00	1900043538
JOINT RESPON	1000018	ALA STATE BAR FOUNDATION	ALA STATE BAR LICENSE - SHAWNNA H. SMITH	COUNTY ATTORNEY	300.00	1900043541
JOINT RESPON	1000128	JEFF CO DEPUTY TREASURER	RECORDED LEVIES IN PROBATE COURT	SHER ENFORCE-BESSEMER	10.00	1900040584
JOINT RESPON	1000128	JEFF CO DEPUTY TREASURER	SYBA LOW PROFILE PCI 1 PORT S	HER ENFORCE-BESSEMER	14.50	1900040942
JOINT RESPON	1000128	JEFF CO DEPUTY TREASURER	RECORDED LEVIES 7/7/2010	SHER ENFORCE-BESSEMER	20.00	1900040948
JOINT RESPON	1000193	JEFFERSON CO TREASURER	POSTAGE, MISC. OFFICE EQUIPMENT	SHERIFF ENFORCE-BIRMINGHAM	53.36	1900043551
*JOINT RESPON					1,597.86	
**					18,866.85	

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Unusual Demands be approved. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

Communication was read from Budget & Management recommending the following:

**A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION**

1. Family Court \$93,781.37

Shift funds from Family court General Fund to the General Services Capital Improvements Fund to set up a project for the Clerk's Office renovation project. No Additional Funds Required.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that the Budget Amendments be approved. Voting "Aye" Humphries, Smoot, Bowman, Carns and Collins.

Sep-21-2010-871

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for the HOME Program grant funds; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review processes have been completed will the Office of Community Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President, Bettye Fine Collins, is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the proposed Hickory Ridge Rental Housing for the Elderly (Alternate Site) development located in the Ketona community of Jefferson County, Alabama.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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Sep-21-2010-872

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized to execute Amendment #3 to the HOME Program Agreement for Homebuyer Assistance with Greater Birmingham Habitat for Humanity for the development of Affordable Housing for low and moderate income households. The purpose of said Amendment #3 is to increase the budget from \$1,921,795.41 to \$2,121,795.41 and make technical adjustments. Amendment #3 will be paid for with Federal funds.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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Sep-21-2010-9873

WHEREAS, Jefferson County, Alabama (County) has applied for and received funding under the United States Department of Housing Community Development Block Grant or CDBG program; and

WHEREAS, Jefferson County authorized in its year 2009 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities including the Volunteer Based Housing Rehabilitation Program pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plan authorizes the funding of Volunteer Based Housing Rehabilitation Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, the COUNTY is desirous of obtaining the services of the Greater Birmingham Habitat for Humanity to provide needed home repairs under the Volunteer Based Housing Rehabilitation Program in support of the Jimmy and Rosalynn Carter Project 2010, October 4<sup>th</sup> - 8<sup>th</sup>, in the City of Fairfield, Alabama.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Agreement between Jefferson County and the Greater Birmingham Habitat for Humanity in the amount of \$50,000.00, to be paid for with CDBG and Non-Federal Funds is hereby approved and the Commission President is authorized to sign said Agreement.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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Sep-21-2010-874

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and Ahmed Farah, M.D. to provide full-time vascular surgery services at Cooper Green Mercy Hospital for the period July 1, 2010 through September 30, 2010 in the amount of \$29,166.66.

CONTRACT EXTENSION

This contract Extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and AHMED FARAH, MD , hereinafter referred to as the "Contractor," is hereby effective on July 01, 2010 as follows:

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to extend this Contract; and,

WHEREAS, the Contractor desires to extend this Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of July, 2007, which was approved by the Jefferson County Commission on November 22, 2007, and recorded in Minute Book 155, Page(s) 38-42, is hereby extended as follows:

Item 10 Extend the completion dated of this contract from July 0 1, 2010 to September 30, 2010.

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

Jefferson County Commission

Cooper Green Mercy Hospital

Bettye Fine Collins, President

Sandral Hullett, MD, CEO/Medical Director

Contractor

Ahmed Farah

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

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Sep-21-2010-875

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and Ahmed Farah, M.D. to provide full-time vascular surgery services at Cooper Green Mercy Hospital for FY10-11 in the amount of \$175,000.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into dated this 1<sup>st</sup> day of October 2010, by Jefferson County Commission, Alabama d/b/a Cooper Green Mercy Hospital ("Hospital"), and Ahmed Farah, M.D. ("Physician").

RECITALS

THIS PROFESSIONAL SERVICES AGREEMENT is made with reference to the following facts:

A. Hospital is a general acute care hospital located at 1515 Sixth Avenue, South Birmingham, Alabama.

B. Physician is a Medical Doctor licensed to practice medicine in the State of Alabama.

C. Hospital and Physician desire to enter into this Agreement in order to provide a full statement of their respective rights and responsibilities in connection with the provision of professional medical services during the term of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties do hereby agree as follows:

Section 1 Obligations and Services to be Provided by Physician

A. Physician shall at all times maintain a current license to practice medicine in the State of Alabama, as well as any and all other licenses, permits, certifications, etc. required by any and all other regulatory bodies or entities.

B. Physician shall at all times be a participating provider in good standing in the Medicare and Medicaid programs. Physician warrants that he is not excluded from any health care program and is not currently under investigation or subject to any proceeding which could lead to exclusion. Physician agrees to notify Hospital in writing within 15 days of receiving notice of any investigational proceedings or other action by a regulatory authority which results in or could lead to the exclusion of the Physician from any Federal health care program

C. Physician agrees to provide professional medical services on an outpatient basis for patients presenting or diagnosed with vascular related symptoms or diseases. These services shall be provided at one or more of Hospitals onsite or community clinics, and shall be provided at set times and dates as mutually agreed upon by Hospital and Physician. Physician shall not bill or seek reimbursement of any type from

patients classified by Hospital as indigent. Physician shall be responsible to bill and collect for all professional services performed for all other patients.

D. Physician agrees to provide professional surgical services to indigent patients requiring such services at Cooper Green Mercy Hospital. Hospital shall reimburse physician at the then prevailing Medicaid fee schedule (not to exceed \$175,000 annually) for professional surgical services provided to patients classified as indigent by Hospital. Physician shall submit an invoice monthly for those indigent patients that received professional surgical services for that month. Such invoice shall contain, at a minimum, sufficient demographic information to identify the patient(s) that received services, and specific CPT and other codes or information necessary to identify the surgical procedure(s) performed for each indigent patient. Physician shall not bill or seek reimbursement of any type from patients classified by Hospital as indigent. Physician shall be responsible to bill and collect for all surgical services performed for all other patients.

E. The completion of such reports and records as may be required by regulatory bodies, whether public or private. The completion of such reports and records as may reasonably be required by the Hospital or Medical Staff.

F. Assurance that appropriate medical record entries are made concerning all services performed for professional services within such time limits as are required by Hospital or Medical Staff policies.

## Section 2. Obligations and Services to be Provided by Hospital

Hospital shall, at its sole cost and expense, furnish and maintain the following for the support and operation of said Services:

A. All equipment, supplies, instruments, and nonphysician personnel necessary to provide surgical services within the hospital consistent with current accepted medical and surgical practices.

B. All equipment, supplies, instruments and nonphysician personnel necessary to provide outpatient services at the Hospital's onsite and community clinics consistent with current accepted medical practice.

C. All repairs, maintenance, and service of equipment and facilities.

## Section 3. Insurance and Indemnification

### A. Insurance

(1) Physician shall, at its sole cost and expense, procure and maintain, throughout the term hereof a policy or policies of professional liability insurance from an insurance carrier authorized to sell liability insurance policies of this nature in this state, rated at least B+ rating in Best's Insurance Guide, or its equivalent, and with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, which policy shall cover Physician and any employees or sub Physicians of Physician who may perform services hereunder. Physician shall cause to be issued to Hospital, by said insurance carrier, certificates of insurance evidencing that the foregoing covenants of this Agreement have been complied with and stating that said insurance carrier shall provide thirty (30) calendar days prior written notice to Hospital of any cancellation or material modification of the policy or coverage described herein.

### B. Indemnification

(1) To the extent allowed by law, Physician shall indemnify and hold Hospital and its employees, agents and servants free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorney's fees, arising out of Physician's failure to comply with or perform Physician's contractual and professional obligations under this Agreement or any other act or omission of Physician, its employees or agents or physicians scheduled by Physician arising under this Agreement. In the event Hospital shall be made a party to any suit or other legal or administrative proceeding in connection with Physician's use or operation of the Service other than a suit or proceeding resulting from the commission of a tortuous act by Hospital, its employees, agents or servants, Physician shall, at Hospital's request, defend Hospital and its employees, agents and servants therefrom.

(2) To the extent allowed by law, Hospital shall indemnify and hold Physician and its employees, agents and servants free and harmless of and from all liability, judgments, costs, damages, claims or demands, including reasonable attorney's fees, arising out of Hospital's failure to comply with or perform Hospital's obligations under this Agreement or any other act or omission of Hospital, its employees, agents or servants. In the event Physician shall be made a party to any suit or other legal or administrative proceeding in connection with Hospital's services, other than a suit or proceeding resulting from the commission of a tortuous act by Physician or its employees, agents or servants, Hospital shall, at Physician's request, defend Physician and its employees, agents and servants therefrom.

## Section 4. Medical Staff Membership

Physician shall be a member of the Medical Staff of Hospital, and shall have all of the privileges and be subject to all of the responsibilities and duties of Medical Staff membership and subject to the professional supervision of the Executive Committee of the Medical Staff of Hospital. Physician acknowledges and agrees that the performance of professional and surgical services and care by Physician shall at all times be conditioned and contingent upon Physician's continued maintenance in good standing of his license to practice medicine in the State of Alabama, and continued qualification and membership on the Medical Staff of Hospital.

## Section 5. Compliance with Laws

Physician shall at all times strictly comply with all of the terms and provisions of the Alabama Medical Practice Act and other applicable laws, and to the extent not inconsistent therewith, in accordance with the rules and regulations of the Alabama State Department of Public Health, the Hospital Medical Staff Bylaws, standards issued by the Joint Commission of Health Care Organizations, all state and

federal laws and regulations, including compliance with HIPAA legislation and this Agreement.

#### Section 6. Professional Service Standards

All professional services to be provided by Physician shall be consistent with the facilities available and the standards of medical practice and professional duties as communicated by the Executive Committee of the Medical Staff of Hospital. Physician hereby represents and warrants that said Physician will perform all professional services hereunder in a competent, efficient and satisfactory manner.

#### Section 7. Fees and Charges

Physician shall maintain a schedule of fees for professional medical services rendered by Physician in the Surgical and Clinic Services of Hospital. Said fees shall be in general accordance with customary fees for comparable services in the community.

#### Section 8. General Billing Procedure

A. Physician shall have the right to bill, collect, and retain the allocable professional component charge to Medicare, Medicaid, or other insurance plans or programs, and all said collections shall belong to Physician. For patients deemed eligible for subsidized services (indigent patients) through the Hospital's system of care, no bills shall be sent.

B. It is agreed by the Hospital that it will provide the Physician with a legible copy of the necessary records which will include proper patient addresses and other billing information. If such billing information is deficient, the Hospital will cooperate with Physician's billing agent to establish the appropriate information on any hospital medical record. The expense of preparation of such copies shall be the obligation of the Hospital.

C. Subject to Section 8(A), Physician shall bill patients separately for Physician's professional medical services which are personally rendered for individual patients by Physician. Hospital shall bill patients separately for Hospital's component for services rendered.

D. Physician shall bill and collect for professional services in compliance with applicable law, customary professional practices and the Medicare and Medicaid Programs, and other third party programs, whether public or private. Physician may accept Medicare assignment as that term is understood in the healthcare industry. Physician shall, or shall cause its billing company to actively seek reimbursement, compensation and all types of funding that may be available from local, state and federal agencies and all other sources, whether public or private.

E. All revenues from Physician's professional medical services at Hospital shall be the sole property of Physician.

#### Section 9. Independent Physician

Physician, in practicing the profession of medicine, shall be an independent Physician to Hospital. Hospital shall neither have nor exercise any control or direction over the methods by which Physician, its employees, or physicians, shall perform their work or work functions. Hospital shall not in any manner be answerable or accountable for any violations or city, county, or state ordinances or law or for any injury, loss or damage, incurred or arising from acts or failures to act of Physician, its employees or agents or any physicians scheduled by Physician. Physician hereby covenants and agrees to protect, indemnify, defend and hold harmless Hospital, its legal representatives, employees, agents, successors and assigns, and each of them, from and against any and all loss and damage or expense so incurred, together with reasonable attorney fees. Physician shall, at its sole cost and expense, carry all worker's compensation insurance required under Alabama law for Physician, its employees and all physicians scheduled by Physician. Physician shall provide Hospital, at Hospital's request, with certificates or other evidence satisfactory to Hospital that Physician has complied with such requirements. Physician hereby acknowledges and agrees that neither Physician, nor its employees, nor any physician scheduled by Physician, shall have any claim under this Agreement or otherwise against Hospital for salary, vacation pay, sick leave, retirement, benefits, social security, worker's compensation, disability, employees insurance benefits or any other employee benefits of any kind or nature. Physician shall provide written notice, in a form satisfactory to Hospital, to all of Physician's employees and to all physicians scheduled by Physician to provide services within Hospital that such persons are independent Physicians of Physician and that no employment relationship exists between such persons and Hospital.

#### Section 10.

This Agreement shall commence as of October 1, 2010, and shall continue for a period of three (3) years with annual renewals unless the Agreement is earlier terminated with or without causes as hereinafter provided.

#### Section 11. Termination

A. Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and acceptable work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

#### B. With Cause

(1) Either party hereto shall have the right to terminate this Agreement in the event of a material breach or default hereunder by the other party which breach has not been cured within 30 days of written notice from the other party of such material breach.

### C. New Law

In the event there are changes effective in the Alabama Medical Assistance Program (Medicaid), Title XVIII of the Federal Social Security Act (Medicare), or in the interpretation or application thereof or substantial changes under public or private health and/or hospital care insurance programs or policies which may have an adverse effect on the operations of Hospital, Hospital may elect to terminate this Agreement upon thirty (30) calendar days written notice. Hospital shall indicate the basis upon which it is determined that such an adverse effect would occur on its operation will result. In any case where such notice is provided, both parties shall negotiate in good faith thirty (30) calendar days in an effort to develop a revised Agreement, which, to the extent reasonable practicable under the circumstances, will adequately protect the interest of both parties in light of the governmental program or private insurance policy changes which constitute the basis for the termination.

### Section 12. Amendments

Except as set forth herein, no representations, promises, warranties or guarantees, oral or written, expressed or implied in fact to law, have been made by either party concerning the transaction herein. No modification or alteration of this Agreement shall be valid and/or binding unless endorsed hereon and executed by all parties hereto.

### Section 13. Conflicts of Interest

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

### Section 14. Confidentiality

Both parties understand and shall follow all applicable laws, regulations, rules, etc. that deal with or address confidentiality and privacy as it relates to their respective duties and obligations under this agreement. In recognition of such, both parties hereby acknowledge that they have signed and executed a Business Associate Agreement with each other in order to address these confidentiality and privacy issues and requirements.

### Section 14. Notices (NOTE: CONTRACT HAS TWO (2) Section 14.)

All notices required to be given hereunder shall be in writing and sufficient if personally delivered or sent by Certified or registered mail, return receipt requested, postage prepaid, addressed to the last known address of the party to whom such notice is to be given.

Hospital: Cooper Green Mercy Hospital  
1515 6<sup>th</sup> Avenue South  
Birmingham, Alabama 35233

Physician: Ahmed Farah, M.D.  
1060 Fairfax Park  
Suite B  
Tuscaloosa, Alabama 35406  
(334) 758-6471

Notice shall be deemed given on the date of personal delivery or if by mail, upon deposit in the United States mail in accordance with this paragraph.

### Section 15. Reimbursement

A. Physician agrees, in connection with the subject matter of this Agreement, to cooperate fully with Hospital by, among other things, maintaining and making available all necessary records, in order to assure that Hospital will be able to meet all requirements for participation and payment associated with public or private third party payment programs including, but not limited to, matters covered by Section 1861 (v) (1) (1) of the Social Security Act.

B. For the purpose of implementing Section 1861 (v) (1) (1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, Physician agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement.

(i) "Until the expiration of four years after the furnishing of such services pursuant to such contract, (Physician) shall make available, upon written request to the Secretary or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and books, documents and records of such costs, and"

(ii) "If (Physician) carries out any of the duties of the contract through a subcontract with a value of cost of \$10,000.00 or more over a twelvemonth period, with a related organization, such as subcontract shall contain a clause to the effect that until the expiration of four years after the furnishings of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the comptroller General or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs."

C. If physician is requested to disclose books, documents, or record pursuant to this provision for purpose of an audit, Physician shall



notify Hospital of the nature and scope of such request and Physician shall make available, upon written request of Hospital, all such books, documents, or records, during business hours of physician.

D. Physician shall indemnify and hold Hospital harmless in the event that any amount or reimbursement is denied or disallowed because of failure of Physician or any sub-physician of Physician to comply with its obligations to maintain and make available books, documents, or records. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties, legal costs, and an attorney fee.

Section 13. Governing Law

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. 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

Section 14. Severability

The provisions of this Agreement shall be deemed severable and if any portion shall be held illegal, or unenforceable for an reason, the remainder of this Agreement shall be effective and binding upon the parties.

Section 15. Assistance and Litigation

Physician shall make itself, and any physicians that provide service under this Agreement, available to Hospital to testify as expert witnesses, or otherwise, in the event of litigation being brought against Hospital, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, except where Physician is a named adverse party.

Section 16. Waiver of Provisions

Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

Section 17. Force Maieure

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions by Hospital's employees or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

IN WITNESS WHEREFORE, the parties have executed this Agreement this day and year first above written.

(SECTION NUMBERING IS AS IT APPEARS IN THE CONTRACT)

HOSPITAL:

Sandral Hullett, CEO & Medical Director

JEFFERSON COUNTY COMMISSION, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

PHYSICIAN:

Ahmed Farah, M.D.

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

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Sep-21-2010-876

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and Lawrence J. Downs, D.P.M. to provide full-time podiatry services in the Diabetes Center for Excellence Clinic at Cooper Green Mercy Hospital for the period July 1, 2010 through September 30, 2010 in the amount of \$33,748.

CONTRACT EXTENSION

This contract Extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and Lawrence Downs, D.P.M. hereinafter referred to as the "Contractor," is hereby effective on July 01, 2010 as follows:

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to extend this Contract; and,

WHEREAS, the Contractor desires to extend this Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of July 2009, which was approved by the Jefferson County Commission on 2<sup>nd</sup> day of June, 2009, and recorded in Minute Book 158, Page(s) 141-145, is hereby extended as follows:

Item 3:1 Extend the completion date of this contract from July 1, 2010 to September 30, 2010.

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

Jefferson County Commission

Bettye Fine Collins, President

Lawrence Down DPM

Cooper Green Mercy Hospital

Sandral Hullett, MD, CEO/Medical Director

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

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Sep-21-2010-877

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the Agreement between Jefferson County, Alabama and Radiometer America to provide two ABL 820 Flex analyzers with supplies, reagents, services and controls for FY10-11 in the amount of \$33,780.

Contract Amendment

This Amendment to Contract entered into the 31<sup>st</sup> day of March, 2009, between Jefferson County, Alabama, hereinafter referred to as "the County, and Radiometer America, hereinafter referred to as the "Contractor". Contractor to provide temporary nurse staffing services.

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 the 31<sup>st</sup> day of March 2009, recorded in Minute Book 157, page(s) 589, is hereby amended as follows:

Item 2. Amend the Terms of Agreement and Authorization to Perform Work paragraph as follows; Located under Heading Reagent Rental Agreement.

Effective date October 1, 2010, ending date September 30, 2011.

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

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

CONTRACTOR:

RADIOMETER AMERICA, INC.

Judith A. Dobbins, Treasurer

JEFFERSON COUNTY, ALABAMA

Bettye Fire Collins, President, Commissioner

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

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Sep-21-2010-879

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the Agreement between Jefferson County, Alabama and BC Technical, Inc. to perform services including technical support and remote diagnostics for nuclear imaging camera for FY10-11 in the amount of \$30,872.40.

Contract Amendment

This Amendment to Contract entered into the 27<sup>th</sup> day of July 2010, between Jefferson County, Alabama, hereinafter referred to as "the County, and BC Technical, Inc. hereinafter referred to as the "Contractor". Contractor to provide temporary nurse staffing services.

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 the 27th day of July, 2010, recorded in Minute Book 160, pages 234-235, is hereby amended as follows:

Item 4. Amend the Terms of Agreement and Authorization to Perform Work paragraph as follows; Located under the heading "Equipment and Services Specifications".

Effective date October 1, 2010, ending date September 30, 2011.

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

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

CONTRACTOR

JEFFERSON COUNTY, ALABAMA

William J. Biddle, COO

Bettye Fine Collins, President, Commissioner

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

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Sep-21-2010-880

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama and the following school/colleges/universities for Cooper Green Mercy Hospital to provide clinical education to students. These are no cost agreements.

Birmingham Southern College - Pre-Health Department students

Fairfield Preparatory School - Clinical observation for students

Lawson State Community College - EMT students

Lawson State Community College - Undergraduate nursing students

Nova Southeaster University - Osteopathic Medicine students

The University of Alabama at Birmingham - Nuclear Medicine students

Virginia College Surgical Technician students

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

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Sep-21-2010-881

WHEREAS, Mr. Jody Harris wishes to be reappointed to the Center Point Fire District Board of Trustees for his third term; and

WHEREAS, Mr. Harris desires to serve on the Board.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jody Harris be appointed to the Center Point Fire District Board of Trustees for a five year term ending January 2015.

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphryes.

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Sep-21-2010-882

BE IT RESOLVED, by the Jefferson County Commission, that the Finance Director is authorized and directed to transfer \$93,781.37

to Capital Projects (Fund 4021000000) from General Fund (Fund 1000000000) to fund the Family Court Clerk's Office Renovation Project.

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphries.

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Sep-21-2010-883

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson-Blount-St. Clair Mental Health to provide on-site mental health services, including evaluations, psychological assessments, mental health consultation and case management services for Family Court beginning October 1, 2010 and ending September 30, 2011 in the amount of \$171,300. No additional funds required.

AGREEMENT

This agreement entered into this 3<sup>rd</sup> day of August 2010, by and between Jefferson County, Alabama through the Family Court of Jefferson County (hereinafter referred to as "the Jefferson County Commission) and Jefferson-Blount-St. Clair Mental Health/Retardation Authority (hereinafter referred to as "the Contractor).

WITNESSETH:

WHEREAS, the Jefferson County Commission desires the Contractor to provide certain services; and

WHEREAS, the Contractor wishes to provide said services.

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

1. The Contractor shall provide the following services to the Jefferson County Commission:
  - Mental health services including screening and assessments, psychological evaluations, mental health consultations with Family Court staff, referral to appropriate level of services, among others, are to be provided.
  - Psychological Evaluations to be performed by a licensed doctoral level Clinical Psychologist on referred individuals using such testing as is appropriate. Case and program consultation as requested by the Presiding Family Court Judge, Probation Staff and Jefferson County Youth Detention Facility Staff, or Court Administration on testing and evaluation. Preparation and furnishing of a report within 14 working days of completion of testing to the Court and probation staff as required.
  - In addition to the psychological evaluations, on site staffing is to include 2 Master's level Mental Health Liaisons (one acting as a Unit Supervisor) and up to .40 FTE Psychiatrist.
  - Population to be served by the staff will be children who meet the State of Alabama Department of Mental Health/Mental Retardation Seriously Emotional Disturbance criteria and are at potential risk of removal from their home, or interruption from their current placement. The services will be provided to children/adolescents and their families/care givers who are actively involved with the Family Court of Jefferson County.
2. The Contractor shall provide such services at the campus of the Family Court in space provided by the Jefferson County Commission.
3. The term of this contract shall be from October 1, 2010 through September 30, 2011 or until \$171,300.00 is billed and paid, whichever comes first. It is also understood that the Court shall provide no additional fringe benefits (vacation/sick leave, health insurance, etc.)
4. The Jefferson County Commission shall compensate the Contractor for services rendered under the terms and conditions of this contract in the amount of up to \$14,275.00 per month to be adjusted for services actually provided. The Contractor shall submit to the Court a notarized voucher on a monthly basis. This amount is in accordance with Exhibit A attached (on file in the Minute Clerk's office).
5. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.
6. The Contractor will submit a monthly service report and a quarterly report containing program data to be specified by the Court.
7. All services rendered by the contractor under this contract shall be rendered in accordance with the Court's standard procedures for providing of said services.
8. It is hereby agreed that this contract may be terminated by either party with a thirty(30) day written notice, served on the other party, by the party wishing to terminate. The parties further agree that their responsibility to one another shall be contingent upon the availability of funds and that this contract may be terminated immediately by the Jefferson County Commission if funds are unavailable to pay the Contractor.
9. The Contractor is obligated for workmen's compensation, FICA taxes, all applicable federal state and local taxes, etc., and the Jefferson County Commission will not be obligated for same under this contract.
10. The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and not a merit system employee, and as such, the contractor has no appeal rights before the Personnel Board of Jefferson County, Alabama.

11. It is expressly understood, and all parties agree, that nepotism does not exist between the parties and that there exists no conflict of interest or relationship between the parties, nor are the parties receiving pecuniary benefits other than those identified in the contract.

12. The Contractor agrees that they will at all times during the existence of this agreement indemnify, defend, and hold harmless the Jefferson County Commission, the Family Court of Jefferson County, or any of their agents against any and all liability, loss, damages, cost or expenses which the Jefferson County Commission and/or the Court, or their agents may hereinafter sustain, incur or be required to pay as a result of any actions or inactions of the Contractor or employees, agents, servants, or volunteers of the Contractor.

13. The Contractor shall carry appropriate insurance, including but not limited to liability, comprehensive (coverage) and collision insurance covering all vehicles. It is further agreed that the contractor shall carry appropriate additional liability insurance, including but not limited to liability insurance covering on-premises liability for claims against the Contractor by any and all recipient, employees, and other persons.

14. Contractor signed below, certifies by the execution of this Agreement that no part of the funds paid by the Jefferson County Commission 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 or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certifies that either 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 certifies 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 Court all amounts paid by the Jefferson County Commission pursuant to this Agreement.

Jefferson County Commission

Betty Fine Collins, President

Jefferson-Blount-St. Clair Mental Health/Retardation Authority

Richard Craig, Ph.D., Executive Director

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphries.

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Sep-21-2010-884

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Deegan Malone to provide assessment and individual counseling sessions for juvenile sex offenders referred from Family Court Programs Division beginning September 1, 2010 and ending August 31, 2011 in the amount of \$4,000. No additional funds required.

CLARITY N0.1269

#### PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 24<sup>th</sup> day of August 2010, by and between Jefferson County, Alabama, Family Court hereinafter called "the County", and Deegan Malone, hereinafter called "the Contractor". The effective date of this agreement shall be September 1, 2010.

WHEREAS, the County desires to contract for services for the County; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contractor shall provide the following services:  
ABEL assessment and followup individual counseling sessions for juvenile sex offenders referred from Family Court Programs Division.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The term of this contract is September 1, 2010 through August 31, 2011. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue.
4. **COMPENSATION:** The Contractor shall be compensated upon submission of a monthly invoice at the rate of:

\$450.00 for each ABEL assessment

\$70.00 per hour for individual counseling session

The Contractor will be paid monthly by check via U.S. Mail to the Contractor's designated address upon the receipt of an invoice. The Contractor understands that the County may be unable to reimburse the Contractor on any certified statement of expenditures received by the County more than 30 calendar days after the end of the fiscal year during which the eligible costs are incurred, or more than 30 calendar days after termination or expiration of the contract, whichever is earlier, and all said certified statements are subject to the applicable policies and procedures of the Jefferson County Commission.

5. 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 Deegan Malone to subcontract (assign) any portion of this contract, Deegan Malone will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Deegan Malone must maintain a continuous effective business relationship with the subcontractors) 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

6. 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. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division

7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

8. 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. The Contractor further understands that as an independent contractor and not a merit system employee, the Contractor has no appeal rights before the Personnel Board of Jefferson County

9. NONDISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal 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. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form - on file in the Minute Clerk's office)

10. 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.

11. TERMINATION OF CONTRACT: This contract may be terminated by either party 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.

12. LIABILITY:

A. 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.

B. The Contractor will indemnify and save 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 COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY its agents, subcontractor or employees under this contract..

13. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Client: Jefferson County Family Court  
Programs Division  
120 2<sup>nd</sup> Court North  
Birmingham AL, 35204

Copy to: Jefferson County Commission  
Finance Department  
716 N Richard Arrington Jr. Blvd  
Suite 820  
Birmingham, AL 35203

Copy to: Jefferson County Commission  
Purchasing Department  
716 N Richard Arrington Jr. Blvd  
Suite 830  
Birmingham, AL 35203

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

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama; its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive 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, 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 Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

CONTRACTOR:

Deegan Malone

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins

President, Commissioner

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphries.

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Sep-21-2010-885

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Psych on Site, Inc. to provide psychology and psychotherapy services for residents at Jefferson Rehabilitation & Health Center beginning August 1, 2010. No additional funds required.

INDEPENDENT CONTRACTOR AGREEMENT  
MENTAL HEALTH SERVICES

This Agreement for Mental Health Services (the "Agreement") is made this 1<sup>st</sup> day of August, 2010, by and between Psych on Site Inc., A Texas Corporation (Provider") and Jefferson County Rehab Health Center (Facility).

RECITALS

WHEREAS, Facility operates a skilled nursing facility, providing long-term, subacute, skilled and custodial services and is in need of an experienced, qualified practitioner to provide psychology and social work services for Facility residents; and

WHEREAS, Provider is engaged in the business of providing psychology and psychotherapy services as an independent contractor for health care facilities and other providers; and

WHEREAS, the parties wish to set forth herein their agreement regarding the terms and conditions on which Provider shall perform services to Facility.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

I. Engagement; Responsibilities of Provider

1.1 Services. Facility hereby engages Provider to perform routine, timely and comprehensive psychological and psychotherapeutic treatment, as regulated by state and federal law, and other care to residents of Facility, as requested by Facility. Provider hereby accepts such engagement and agrees to perform said services in accordance with the terms of this Agreement.

1.2 Equipment: Supplies. Provider shall supply, at its own expense, all equipment, instruments and supplies needed to carry out its duties hereunder.

1.3 Documentation. Provider shall submit to Facility, on a monthly basis, appropriate documentation of services provided hereunder; such documentation shall be in the form and shall contain the information requested by Facility.

1.4 Coordination of Services In order for each party to achieve its goals and objectives, and to ensure the efficient delivery of appropriate care to Facility residents, Facility, through its Administrator and Medical Director, and Provider, through its designated representative, shall coordinate their activities in connection with the provision of services hereunder.

II. Representations and Warranties

Provider represents and warrants to Company, upon execution and throughout the term of this Agreement, as follows:

2.1 Provider is not bound by any agreement or arrangement, which would preclude it from entering into, or from fully performing the services required under, this Agreement.

2.2 Neither Provider or any member of its staff has had his/her professional license or registration in the state in which facility is located or in any other jurisdiction denied, suspended, revoked, terminated, or voluntarily relinquished under threat of disciplinary action, or restricted in any way, and is qualified to perform the services hereunder according to all applicable local, state, and federal laws.

2.3 Provider and its staff shall perform the services required hereunder in accordance with:

- (a) all applicable federal, state, and local laws, rules and regulations;
- (b) all applicable standards of all relevant accredited organizations; and
- (c) all applicable policies, rules and regulations of Facility;

2.4 Provider and its Staff shall maintain throughout the term of this agreement, all appropriate federal and state licenses and registrations that are required in order for Provider to perform the services required hereunder.

2.5 All information supplied to Facility and by provider and its staff shall be true and accurate.

2.6 Provider and its staff shall comply with all applicable terms of this Agreement; and

2.7 Provider represents and warrants it and its staff has not been excluded from any federal healthcare program, that no basis for such exclusion exists, and that it has not been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program. Provider agrees to governmental agency, third party payor, or intermediary as to the provision of services under this Agreement



or the provision of substantially similar services to another client. Facility as its sole discretion, shall have the right to terminate this agreement immediately upon notice, by Provider or otherwise, of such an event.

### III. Duties and Obligations of Facility

Facility shall provide a suitable space for provider to carry out its duties hereunder.

3.1 Facility shall make available to provider and its staff, any such records and reports regarding residents as provider may require in order to properly perform its duties and obligations hereunder.

3.2 Facility shall perform all administrative services incidental to the services provided hereunder except patient billing.

### IV. Compensation; Billing

4.1 No compensation shall be payable to Provider for any services which Provider has not submitted a proper invoice and supporting, documentation. The amounts collected by provider from billings shall constitute Provider's sole compensation for services performed by provider pursuant to this Agreement and Provider shall not be entitled to any further compensation for said services.

4.2 Provider shall bill facility residents and/or the appropriate third-party payor directly for all services performed by Provider hereunder.

4.3 For those services rendered to those residents who are paying privately or through a third party payor such as private insurance, VA and HMO's, services shall be rendered only after Provider receives satisfactory documentation and/or other evidence concerning the willingness and ability of the resident or their legal representative to pay for such services in accordance with Provider's credit and collection policies. Facility shall supply Provider, on an ongoing basis, with such documentation and/or other evidence regarding such resident's financial status as necessary for determinations required hereunder.

### V. Term

The initial term of this Agreement shall be for a period of three (3) years ("Initial Term") commencing on the date first-above written, unless sooner terminated as provided herein. At the end of the Initial Term, this Agreement shall be renewed for successive terms of one (1) year, unless terminated as provided herein.

### VI. Termination

Termination under any of the provisions listed under this paragraph shall require at least one hundred twenty (120) days prior written notice which will specify the effective date of termination.

6.1 Optional Termination: Either party may terminate this Agreement without cause by giving the other party at least one hundred twenty (120) days prior written notice which will specify the effective date of termination. However, if either party terminates this agreement in accordance with this section, the parties are prohibited from renegotiating this Agreement and/or entering into a new Agreement with the with any other party hereto for services similar or substantially similar to the services performed hereunder for one year following the initial term of his Agreement.

6.2 Termination for Cause: Termination of this Agreement may be for "good cause". Good Cause will be defined as the happening of any of the following:

(a) Violation by the other party of any material provision of this Agreement, provided such violation continues for (30) days after receipt of written notice to the violating party, specifying such violations with particularity;

(b) Adjudication of the other party as a bankrupt, liquidation of the other party for any purpose, or appointment of a receiver to take charge of the other party's affairs, provided each appointment remains undischarged for sixty (60) days.

(c) Breach of the confidentiality provisions herein

(d) Inability to perform business collectively because of a difference in business practice decisions, notwithstanding the provisions of this agreement, which materially, and substantially affect patient standard of care.

6.3 Immediate Termination by Facility: Facility may terminate this agreement immediately by written notice to Provider (such termination to be effective upon Provider's receipt of such notice) upon the occurrence of any of the following events:

6.3.a Suspension, revocation, relinquishment, restriction or lapse of Provider's license to operate in the state in which Facility located;

6.3.b Failure of Provider or its staff to make timely disclosures as required herein;

6.3.c Conduct by Provider or its Staff which affects the quality of professional care provided to residents or the performance of duties required hereunder and which would, in the fair and reasonable judgment of Facility, be deemed prejudicial to the best interest and welfare of Facility and/or its residents;

6.3.d Breach of the confidentiality provisions herein;

6.3.e Provider's exclusion from the participation in any state or federal healthcare program.

6.3.f Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement with or without cause at any time by providing a one hundred twenty (120) day written notification to the other party.

### VII. Records

7.1 Provider shall keep maintain and store all financial and medical records relating to its services rendered hereunder in accordance with accepted professional standards and practices, and as may be required by Facility and by any fiscal intermediary, federal, state, or local

government agency, or other party to whom billings for Providers services are rendered. Provider further agrees to make all such records available upon request for inspection or copying by Facility, subject to any federal or state laws relating to confidentiality of such records.

7.2 Pursuant to 42 USC § 1395(x)(v)(I)(a), until the expiration of four (4) years after the termination of this Agreement, Provider shall make available, upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Provider under this Agreement.

7.3 Facility agrees that any and all memoranda, notes, records, papers or other documents and all copies thereof relating to Provider's operations or businesses AND their residents, some of which may be prepared by Facility, AND all objects associated therewith in any way obtained by the Facility shall be and remain Provider's property including treatment related notes and documentation to obtain reimbursement or to provide required documentation of medical necessity of services rendered. Provider shall not use, copy or duplicate any of the aforementioned documents or objects, nor remove them from facility nor use any information concerning them other than for facility's benefit, during the term of this agreement.

7.4 The obligations set forth in this section shall survive the termination of this agreement.

#### VIII. Confidentiality

8.1 Facility Information: Provider recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Facility hereunder, Provider and its Staff will have access to certain information of Facility that is confidential and constitutes valuable, special and unique property of Facility. Facility agrees that neither it nor any Provider Staff will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Provider's express prior written consent, except pursuant to his duties hereunder, any confidential or proprietary information of Provider, including, but not limited to, information which concerns Facility's residents, costs, prices and treatment methods at any time used, developed or made by Provider and which is not otherwise available to the public.

8.2 Terms of this Agreement: Except for disclosure to their legal counsel, accountant, or financial advisors, neither Party nor their Staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement.

8.3 Resident Information: Neither Provider nor any Provider Staff shall disclose any financial or medical information regarding Facility residents to any thirdparty, except where permitted or required by law or where such disclosure is expressly approved by Facility and Facility resident in writing. Further, Provider and all Provider's Staff shall comply with Facility's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations.

8.4 The obligations set forth in this Section shall survive the termination of this Agreement.

#### IX. Independent Contractor

In the performance of its duties and obligations under this Agreement, it is mutually understood and agreed that Provider and its Staff shall at all times be acting in the capacity of independent contractors.

#### X. Non-Competition

Facility acknowledges that Provider has invested substantial time, money and other resources in training its employees in the system, procedures, methods, forms, reports, plans, techniques and other valuable information which is proprietary and unique to Provider's manner of conducting its business. Facility agrees that it will not attempt to induce, directly or indirectly, any employee of Provider to terminate his or her relationship with Provider. If any employee of Provider voluntarily terminates their relationship with Provider, such employee will be exempted from any restrictions set forth in this paragraph fifteen (15) days after the effective date of termination of the individual relationship between employee of Provider and Provider. If Facility terminates its relationship with any employee of Facility, such employee will be exempt from any restrictions set forth in this paragraph immediately upon employee's notification of such termination.

#### XI. Remedies

Provider and Facility acknowledge that the restrictions provided for in Paragraph 10 are reasonable and necessary to protect the legitimate interests of each party and that any breach thereof would result in irreparable harm to their business practices. In the event that either party breaches such restrictions, the nonbreaching party shall be entitled to an injunction, specific performance and other legal or equitable relief or damages at law as may be necessary to protect the nonbreaching parties interests in the event of a breach or threatened breach of the restrictions in Paragraph 10.

#### XII. Indemnification

12.1 Provider shall indemnify, defend and hold harmless Facility, its parent company, affiliates, officers, directors, employees and agents from and against any and all actions, claims, demands, liabilities and expenses arising out of the acts or omissions of Provider, its employees and agents, in connection with this Agreement This provision shall survive any termination or expiration of this Agreement.

12.2 Facility shall indemnify, defend and hold harmless Provider, its parent company, affiliates, officers, directors, employees and agents from and against any and all actions, claims, demands, liabilities and expenses (including reasonable attorney's fees) arising out of the acts or omissions of Facility, its employees and agents, in connection with this Agreement. This provision shall survive any termination

or expiration of this Agreement.

### XIII. Insurance

Provider shall at all times during the term of this Agreement maintain, at its sole expense, workers compensation insurance in an amount sufficient for the nature of its business in accordance with state law and liability insurance. Provider shall submit a copy of a policy or certificate of insurance evidencing such insurance to Facility prior to the commencement of services hereunder. Provider agrees to notify the Facility immediately of any material change in any insurance policy required hereunder.

### XIV. Notices

All notices hereunder either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by express delivery services such as Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally, when deposited in the United States Mail, postage prepaid, or when deposited with the mail delivery service, addressed as follows:

If to Provider: Psych on Site, Inc.

3007 Caroline St.

Houston, TX 77004

Attn: General Counsel

If to Facility: Jefferson County Rehab Health Center

Attn: Legal Department

### XV. General Provisions

15.1 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

15.2 Severability. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.

15.3 No Waiver. Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

15.4 Force Ma jeure. Neither party shall be liable or be deemed in breach of this Agreement for any failure or delay or performance, which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control either party.

15.5 Counterparts. This Agreement maybe executed in one or more counterparts, all of which together constitute only one Agreement.

15.6 Arbitration. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in the city or and/or the laws of the State in which Facility is located and in accordance with federal laws where Facility is located. Any reward rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. Arbitration shall be conducted in accordance with the rules of the National Arbitration Forum Code of Procedure or other such association.

15.7 Governing Law. This Agreement shall be construed and enforceable in accordance with the laws of the state in which Facility is located, without regard to the conflicts of law provisions of such state.

15.8 Civil Rights. Provider shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of Provider's activities.

15.9 Assignment: Subcontracting: Binding Effect. Provider may assignor transfer any rights, duties, or obligations under this Agreement, in whole or in part, without prior written consent of the Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successor and permitted assigns.

15.10 Entire Agreement: Modification. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended, altered or modified except by mutual written agreement. All continuing covenants, duties, and obligations herein shall survive the expiration or earlier termination of this Agreement.

15.11 HIPAA Obligations. Provider acknowledges and agrees that Facility is a "Covered Entity" as that term is defined under the regulations implementing the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the regulations and statutes are hereinafter referred to as "HIPAA"), and is therefore subject to the applicable requirements set forth therein, including, but not) limited to, the requirements to enter into certain contracts with their "business associates," as that term is defined under

HIPAA. Facility acknowledges that Provider is acting on behalf of Facility when providing its services under the terms of this Agreement and therefore, as required under HIPAA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Provider: Psych on Site

\_\_\_\_\_, Admin.

Facility: Jefferson Rehabilitation and Health Center

Betty Fine Collins, President - Jefferson County Commission

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphries.

\_\_\_\_\_  
Sep-21-2010-886

WHEREAS, Jefferson County, Alabama, through the Human Resources Department, has entered into a Broker of Record Agreement with Molton, Allen & Williams, LLC; and

WHEREAS, the Agreement calls for soliciting bids on the behalf of the County for Property & Casualty, Boiler & Pressure Vessel, Excess Workers' Compensation, and Crime and Dishonesty insurance coverage to mitigate any risk of exposure or loss/damage to properties owned by the County; and

WHEREAS, Molton, Allen & Williams, LLC did go to the insurance market and solicit bids for the above named insurance policies and did recommend for approval certain carriers and coverage amounts; and

WHEREAS, the Human Resources Director and Risk Manager did review, discuss and agree on the amount of coverage needed to properly insure the County and the risk retention amounts needed.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President be authorized to direct the Director of Finance to issue a check to Molton, Allen & Williams, LLC in the amount of \$736,093.00 to cover the cost of the policies listed above and broken down as follows by carrier, type of coverage being provided and cost: Travelers Indemnity Company, Property & Casualty/Boiler & Pressure Vessel (\$547,700.00); Safety National Casualty Company, Excess Workers' Compensation (\$163,169.00); and National Union Fire Insurance Company (Chartis), Crime & Dishonesty (\$25,224.00). This coverage will be for the period from 10/1/2010 through 10/1/2011.

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphries.

\_\_\_\_\_  
Sep-21-2010-887

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Randy Coe to serve on the Minor Heights Fire District Board of Trustees, beginning upon approval and ending September, 2015, be and hereby is approved.

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries.

\_\_\_\_\_  
Sep-21-2010-888

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Delores Brooks to serve on the McCalla Fire District Board of Trustees, for a term ending November, 2012, be and hereby is approved.

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and the City of Hueytown for the County to provide support service for the submission and implementation of an Energy Efficiency & Conservation Block Grant administered through ADECA for traffic signal system improvements to Allison-Bonnet Memorial Drive. No County funds involved.

AGREEMENT

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the City of Hueytown, Alabama (hereinafter called the "Municipality").

WITNESSETH:

WHEREAS, the County Commission recognizes that municipalities constitute resources of the County that provide beneficial services, social and healthful activity and improve and enhance the quality of life for a substantial segment of citizens in Jefferson County; and

WHEREAS, Municipality has requested assistance from County with respect to the following described Scope of Services:

The County shall provide support services for the submission and implementation of an Energy Efficiency and Conservation Block Grant (EECBG) administered through the Alabama Department of Economic and Community Affairs (ADECA) for Traffic Signal System Improvements to Allison-Bonnett Memorial Drive. Support services shall include the installation of new signal controllers and radio communication equipment in the traffic signals maintained by the County and located along the Allison-Bonnett Memorial Drive corridor at the intersections of Rutledge Drive, Jaybird Road, Tin Mill Road, Pleasant Grove Road, Red Farmer Drive, Old Warrior River Road/Townhouse Lane, Brooklane Drive/Knight Avenue, Holly Street, Forest Road, and Cherry Avenue/High School Road. Installation costs associated with traffic signals operated by the Municipality shall be reimbursed by the Municipality under the terms of the Traffic Signal Maintenance Services Agreement between the City of Hueytown and the Jefferson County Commission. Otherwise, installation and other costs associated with the Traffic Signal System Improvements shall be absorbed by the County. and

WHEREAS, the County Commission has determined that it is in the public interest to provide the requested assistance.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual benefits of the parties hereinafter set forth, the parties agree as follows:

1. County shall perform the following Scope Of Services:

- Assist the City of Hueytown in maintaining records, attending meetings, providing reports and other information necessary for grant oversight
- Provide any available plans and records to the design engineer for the development of the traffic study and traffic system timing plans
- Provide technical reviews of the traffic study, implementation plans and specifications, coordination timing plans, and material and equipment specifications and submittals
- Receive all traffic signal materials and equipment to be installed
- Install materials and equipment for the traffic signals operated and maintained by Jefferson County at the intersections located along Allison-Bonnett Memorial Drive at Rutledge Drive, Jaybird Road, Tin Mill Road, Pleasant Grove Road, Brooklane Drive/Knight Avenue, Holly Street, Forest Road, and Cherry Avenue/High School Road without reimbursement
- Install materials and equipment in the traffic signals maintained by Jefferson County for the City of Hueytown at the intersections located along Allison-Bonnett Memorial Drive at Red Farmer Drive and Old Warrior River Road/Townhouse Lane according to the terms of the Traffic Signal Maintenance Services Agreement between the Jefferson County Commission and the City of Hueytown with reimbursement from the Municipality
- Remove and salvage all existing traffic signal material and equipment that is to be replaced
- Remove incandescent lamps and install Light Emitting Diode (LED) lamps in each traffic signal under the Jefferson County EECBG Grant DE-EE0000830

2. Municipality shall perform the following Scope Of Services:

- Coordinate with ADECA in the application and administration of the Grant, including maintaining records, attending meetings, providing reports and other information necessary for grant oversight
- Procure the services of a qualified Professional Traffic Engineer to conduct a traffic study that will include obtaining traffic count data, developing traffic signal phasing and coordinated timing plans, specifying traffic signal controller and communication equipment, programming traffic signal controllers, and assisting in the installation and fine tuning the traffic signal controllers to provide coordinated traffic control along the Allison-Bonnett Memorial Drive Corridor
- Procure the traffic signal materials and equipment that are required for implementation of the Traffic Signal System Improvements.

3. Municipality and the Municipality representative signed below, certify by the execution of this Agreement that no part of the work

performed by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever will be used by or used in any way whatsoever for the personal benefit of any official or member or employee of any Municipality whatsoever or family member of any of them, and any agency or subsidiary of Municipality; and further certify that neither the Municipality nor any of its officials, members or 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 employee, in any manner whatsoever, to secure or obtain this Agreement, and further certify that, except as expressly set out in the Scope Of 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.

4. To the extent allowed by law Municipality shall indemnify and save harmless the County, its officials and employees from all suits, actions or any claims of any character and judgments in any way arising out of County's performance of this Agreement whether alleged in tort or in contract, including any injuries or damages received or sustained by any persons or property due to the performance of the Agreement including any neglect in safeguarding in the work or through use of unacceptable materials in the constructing of the work. This provision shall survive termination of this Agreement.

5. Either party shall have the right to abandon this AGREEMENT at any time, and such action shall in no event be deemed a breach of contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

CITY OF HUEYTOWN, ALABAMA

DELOR BAUMANN, Mayor

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries.

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Sep-21-2010-890

WHEREAS, the Office of Senior Citizens Services has received a grant award from Alabama Department of Senior Services (ADSS); and

WHEREAS, the grant award in the amount of \$369,491.55 plus \$41,054.62 as local match and/or in-kind funds for a total of \$410,546.17; and

WHEREAS, the Office of Senior Citizens match for this grant includes the salaries of County employees, occupancy of space used by the Director and Senior Aids and supervisor time from the host agency, therefore no additional funds are required; and

WHEREAS, the ADSS grant funds will be used for the Title V Senior Community Services Employment Program to provide training for 33 older adults for reentry into the work place.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept the grant in the amount of \$410,546.17 from the Alabama Department of Senior Services for the Title V Senior Community Services Employment Program.

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

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Sep-21-2010-891

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the following to provide funding for operations of Senior Citizen Centers for Fiscal Year 2010 - 2011 in the amount of \$10,000 each.

City of Bessemer Housing Authority

City of Trussville Parks & Recreation

City of Kimberly

Hopewell Baptist Church

City of Leeds  
City of Morris  
City of Morris (Mt. Olive)

Jefferson County Housing Authority  
Positive Maturity, Inc. - Shepard Center East

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

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Sep-21-2010-892

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

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

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

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

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Sep-21-2010-893

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to take all appropriate legal action, including filing suit, against Health Assurance to recoup all amounts owed plus damages, expenses, attorney fees and costs, as allowed by law,.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to enter into a contract with Sheriff Mike Hale for the care and treatment of prisoners under his care, custody and control for inpatient, outpatient and emergency care at Cooper Green Mercy Hospital, in accordance with the terms of said contract.

#### HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Mike Hale in his official capacity as Sheriff of Jefferson County, Alabama (hereinafter referred to as the "Sheriff"), and Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital (hereinafter referred to as "CGMH"), is entered into as of the day of , 2010. Services under this Agreement shall commence 12:01 a.m. on September 20, 2010, and may continue for a period of up to twelve (12) months and eleven (11) days, ending on September 30, 2011.

#### WITNESSETH:

WHEREAS, the Sheriff is charged by law with the responsibility for obtaining and providing reasonably necessary health care for inmates of Jefferson County's jail facilities located in Birmingham and Bessemer; and

WHEREAS, the Sheriff desires to provide for health care to inmates in accordance with applicable law; and

WHEREAS, the Sheriff, which receives funding as approved by the Jefferson County Commission, desires to enter into this Agreement with CGMH to promote this objective; and

WHEREAS, CGMH is an operating department of Jefferson County, a political subdivision of the State of Alabama, and has agreed to provide inpatient, outpatient and emergency health care services and desires to provide such services for the Sheriff under the terms and conditions hereof.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

1. GENERAL ENGAGEMENT. The Sheriff hereby contracts with CGMH to provide for the delivery of inpatient, outpatient and emergency health care services, (including medical, mental health and dental) to individuals under the custody and control of the Sheriff, except those identified as work release, and CGMH enters into this Agreement according to the terms and provisions hereof.
2. COMPENSATION. Sheriff will compensate CGMH for inpatient, outpatient and emergency hospital medical services performed in accordance with the Agreement at the rate of \$1,528.00 per day for inpatient and 70% of billed charges for outpatient and emergency room charges. Net payment is due from the Sheriff not later than thirty (30) days after receipt of the invoice from CGMH. At no time will the Sheriff be charged an amount greater than total charges for any services.
3. CLAIMS FOR PAYMENT. CGMH must submit claims for payment within ninety (90) days from the date of treatment. The Sheriff

shall not be obligated to pay for services billed after ninety (90) days from date of service.

4. REVIEW. CGMH will ensure that services rendered are reasonable and medically necessary. CGMH will, to the best of its ability, schedule diagnostic procedures, tests, surgeries and other services in a timely manner. CGMH will, to the best of its ability, render emergency services in a timely manner. CGMH will permit the Sheriff to review services rendered by providing the Sheriff with patient information and documents necessary in ascertaining medical necessity and length of stays.

5. SECURITY ARRANGEMENTS. The Sheriff understands and agrees that the security of CGMH patients, facilities and staff is of utmost importance to CGMH, and that this Letter of Agreement is entered into by CGMH with the explicitly understanding that the Sheriff will take all necessary steps to ensure offenders are accompanied by adequate security to reasonably protect CGMH patients, facilities and staff. The Sheriff further understands and agrees that prior to any inpatient or outpatient admission to CGMH (including any emergency room visit), the Sheriff will notify CGMH so that arrangements can be made to admit the patient with minimal disruption to CGMH's other patients and staff.

6. MEDICAL RECORDS. CGMH and the Sheriff agree to keep confidential and take all reasonable precautions to prevent the unauthorized disclosure of records required to be prepared or maintained by law or by this Agreement. Prior to treatment, the Sheriff will obtain from offenders all necessary releases to enable the release of medical records and/or information to the Sheriff and his agents. The Sheriff and his agents shall obtain and complete releases of information from CGMH to enable inspection of medical records maintained on referred offenders and shall obtain any necessary copies of medical record information through CGMH's Medical Records Department. Copies made for the Sheriff by CGMH's personnel shall bear a cost of one (1) dollar per page copied.

7. INSURANCE. As a department of Jefferson County, Alabama, CGMH is self-insured, and as such shall not be required to maintain a separate policy of liability or malpractice insurance.

8. GOVERNING LAW. 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.

9. NOTICES.

To CGMH

Cooper Green Mercy Hospital  
Attn: Sandral Hullett, M.D., CEO  
1515 6<sup>th</sup> Avenue South  
Birmingham, AL 35233

To the Sheriff:

Sheriff Mike Hale  
Melvin Bailey Justice Center  
801 Richard Arrington Jr. Blvd. N.  
Birmingham, AL 35203

10. TERM OF AGREEMENT. This agreement begins and applies to the earliest date of commencement of service stated here but not later than October 1, 2010, and may continue for up to one (1) year and expires on September 30, 2011. At any time and for any reason, either party may notify the other of its intent to terminate this Agreement, provided that CGMH shall complete treatment of offenders then receiving care. The Sheriff shall be responsible for all billings related to care completed for inmates that bridges termination date. This termination will be effective thirty (30) days after it has been received, in writing, certified mail, return dated receipt requested.

11. DELINQUENCY. Upon the failure of the Sheriff to make payment to CGMH any sums due after written Notice of Delinquency from CGMH to the Sheriff, CGMH may terminate this agreement upon three (3) business days' notice. A written Notice of Delinquency shall not be submitted by CGMH unless the Sheriff fails to make payment of requested sums due within ten (10) business days of such notice and request of CGMH.

12. CONFIDENTIALITY. CGMH and the Sheriff shall execute a Business Associate Agreement to help insure compliance by both parties with any and all current and relevant privacy and confidentiality laws, rules and regulations.

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

JEFFERSON COUNTY SHERIFF

MIKE HALE, Sheriff

JEFFERSON COUNTY COMMISSION

d/b/a COOPER GREEN MERCY HOSPITAL

BETTYE FINE COLLINS, President

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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.... And they said, Let us rise up and build. So they strengthened their hands for this good work.

-Nehemiah 2:18

WHEREAS, It is the policy of the Jefferson County Commission to recognize achievements in those individuals who have impacted our community for the better; and

WHEREAS, it is indeed a privilege to honor and celebrate the commitment and dedication of the neighborhood leaders in Jefferson County; and

WHEREAS, a leader is a person who guides others toward a common goal, showing by example, and creating an environment in which others feel actively involved in the entire process; and

WHEREAS, as a neighborhood leader, you have shown that communication is necessary in order to build strong relationships throughout the community; and

WHEREAS, having this communication shows not only collaboration, but also the means of learning how to overcome challenges and successes that each neighborhood experiences; and

WHEREAS, the level of service that you provide to the community is admired and highly regarded; and

WHEREAS, The Jefferson County Commission wishes to acknowledge, encourage and motivate the dynamic leaders of our community. You are an inspirational role model for a new generation of public servants.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution is presented to the Neighborhood Association Presidents as our way of honoring the valued services you provide for the community.

Signed by the Jefferson County Commission on the 14<sup>th</sup> day of September 2010.

Bettye Fine Collins, President

George F. Bowman, Commissioner

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Shelia Smoot, Commissioner

Motion was made by Commissioner Carns seconded by Bowman that the above resolution be adopted. Voting "Aye" Carns, Bowman, Collins, Humphryes and Smoot.

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Thereupon the Commission Meeting was adjourned to meet Tuesday, September 28, 2010, at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk