

STATE OF ALABAMA)

JEFFERSON COUNTY) January 31, 2013

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of January 17, 2013, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

The Commission met in Work Session on January 30, 2013, and approved the following items to be placed on the January 31, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1 and Addendum Item 3.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 7 and Addendum Item 2.
- Commissioner Carrington, Administrative Services Committee - Items 1 and 2.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Addendum Item 1.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 23 (excluding Item 16).

A Public Hearing was held to receive comments on the request from Western Properties, LLC and et al. for vacation of Sherrod's Second Addition to Concord un-maintained subdivision easements for commercial development of property. There being on comments, the Commission took the following action.

Jan-31-2013-69

WHEREAS, Western Properties, L.L.C. and et al. is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Property to be Vacated:

Vacation of the following described easements lying within and abutting the Amended Map of Sherrod's Second Addition to Concord as recorded in Map Book 21 Page 44 in the Bessemer Probate Office of Jefferson County, Alabama and being in the NE ¼ of the NE ¼ of Section 23, Township 18 South, Range 5 West, Jefferson County, Alabama.

Commence at the most easterly corner of Lot 4 of said subdivision for the Point of Beginning of a vacation of an easement lying 10 feet southwesterly of, parallel to, and abutting the following described line; thence run northwesterly along a northeasterly lot line of said Lot 4, and extension thereof a distance of 91 feet to a point on the northeasterly lot line of Lot 3 of said subdivision. At this point the easement to be vacated is 20 foot wide, lying 10 each side of, parallel to, and abutting the following described line; thence continue northwesterly along the northeasterly lot lines of Lot 3 and then Lot 1 of said subdivision to the northeast corner of said Lot 1 and the end of said easement vacation.

Also, a 10 foot wide easement lying 5 feet each side of, parallel to, and abutting the northwesterly lot line of Lot 4 of said subdivision.

Also, an easement of variable widths lying within Lot 4 of said subdivision and being more particularly described as follows.

Commence at the most easterly corner of Lot 4 for the Point of Beginning of said easement vacation; thence run northwesterly along a southwesterly lot line of said Lot 4 a distance of 88.79 feet; thence turn left an angle of 130°32'29" and run southeasterly along a northeasterly lot line of said Lot 4 a distance of 38.65 feet; thence turn right an angle of 98°16' and run westerly along a line lying 10 feet northerly of and parallel to the southerly lot line of Lot 4 a distance of 49.10 feet; thence turn right an angle of 116°38'06" and run northeasterly a distance of 52.86 feet; thence turn right an angle of 59°57'24" and run easterly a distance of 75 feet, more or less, to a

northeasterly line of said Lot 4; thence turn right and run southeasterly along said lot line to the Point of Beginning and the end of this easement vacation.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Western Properties, L.L.C. and et al. tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

Jan-31- 2013-70

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Tony L. Ryce, Family Court was granted a military leave of absence from July 23, 2012 - July 28, 2012; August 6, 2012 - September 1, 2012 and September 1, 2012 - September 29, 2012 and the amount of pension contributions due Tony L. Ryce is \$516.17 plus the County matching contributions of \$516.17 for a total of \$1,032.34.

Kenneth Bailey, Sheriff's Office was granted a military leave of absence from April 28, 2012 - September 30, 2012 and the amount of pension contributions due Kenneth Bailey is \$1,067.66 plus the County matching contributions of \$1,067.66 for a total of \$2,135.32.

Geoffrey L. Parker, Sheriff's Office was granted a military leave of absence from February 14, 2012 - August 31, 2012 and from August 31, 2012 - September 30, 2012 and the amount of pension contributions due Geoffrey L. Parker is \$1,796.32 plus the County matching contributions of \$1,796.32 for a total of \$3,592.64.

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

Jan-31-2013-71

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Innovyze, Inc. to provide maintenance and support for LAN Infoworks CS and CS Viewer for the period January 15, 2013 - January 14, 2014 in the amount of \$7,643.

CONTRACT NO.: 4703

Contract Amendment No. 1

This Amendment to Contract between Jefferson County, Alabama, and Innovyze, Inc. to provide Maintenance and Support-LAN Infoworks CS and CS Viewer.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above was approved by the Jefferson County Commission on June 26, 2012 and recorded in the MB 163, Pages 268-272; is hereby amended as follows:

3. AMEND TERM: January 15, 2013 - January 14, 2014

4. COMPENSATION: \$7,643.00

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President
 Jefferson County Commission
 CONTRACTOR

Erick Heath, Vice President, Innovyze, Inc.

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

Jan-31-2012-72

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Matthew Tatum to fill the unexpired term of Gene Cochran on the McAdory Area Fire District Board of Trustees, for a term ending December 31, 2014, be and hereby is approved.

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

Jan-31-2012-73

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Brenda Beane to fill the unexpired term of Bruno Tropeano on the McAdory Area Fire District Board of Trustees, for a term ending December 31, 2013, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION
 Finance Department
 Unusual Demands
 1/31/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PARKING REFUND-S. RICE AND POSTAGE SEWER BLG	GEN SVCS: ADMIN	42.05	1900067880
*DISTRICT 1					42.05	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FILTER CAP ASSEMBLY - CAMP BESSEMER	R&T: HWAY MAINT-BESS	10.44	1900067632
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CERTIFIED MAIL RECEIPT	SENIOR CITIZEN SERVICES	6.40	1900067780
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL FINGER PRINT FEE, SAFETY BELT, POSTAGE	R&T: HWAY MAINT-KETONA	174.39	1900067879
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CELL PHONE CASE, SAFETY HARNESS, PAINT & TOOL SET	R&T: HWAY MAINT-BESS	216.92	1900067894
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HAZMAT FINGER PRINT FEES, TOOL SETS, PVC TUBING	R&T: HWAY MAINT-BESS	179.84	1900067971
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BOLTS FOR CAMP BESSEMER	R&T: HWAY MAINT-BESS	6.35	1900068048
DISTRICT 2	1000193	JEFFERSON CO TREASURER	NUTS, BOLTS, WASHERS - CAMP KETONA	R&T: HWAY MAINT-KETONA	24.40	1900068261
*DISTRICT 2					618.74	
DISTRICT 3	1000032	ALABAMA MESSENGER 2013	SUBSCRIPTION FOR BD OF EQUAL	BD OF EQUAL - BHAM STATE	15.00	1900068055
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RUBBER STAMPS/PETTY CASH	SHERIFF ENFORCE-BHAM	115.48	1900067661
*DISTRICT 3					130.48	
DISTRICT 4	1000032	ALABAMA MESSENGER 2013	SUBSCRIPTION FOR BESS PROBATE	PROBATE COURT	15.00	1900067905
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR EDUCATION PROGRAM TO HB	STORMWATER MGT AUTH	11.75	1900067763
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR EDUCATION PROGRAM TO LY	STORMWATER MGT AUTH	16.61	1900067762
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD FOR RESIDENTS	YOUTH DETEN: SUPPORT SVCS	142.21	1900067906
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE SUPPLIES	STORMWATER MGT AUTH	17.99	1900068037
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES/FOOD FOR RESIDENTS	YOUTH DETENTION ADM	147.98	1900068045
DISTRICT 4	1030092	TIMOTHY B SPARKS	SR GRANT REIMBURSEMENT - TIM SPARKS	EMA	3,825.00	1900068052
DISTRICT 4	1030476	STERLIN & ROBERT GREEN	SR GRANT REIMBURSEMENT - ROBERT GREEN	EMA	4,000.00	1900068049
DISTRICT 4	1030479	WILLIAM HUMPHREY	SR GRANT REIMBURSEMENT - WILLIAM HUMPHREY	EMA	4,000.00	1900068047
DISTRICT 4	1030486	CHARLES A MCCOMBS	SR GRANT REIMBURSEMENT - CHARLES MCCOMBS	EMA	4,000.00	1900068050
DISTRICT 4	1030490	HOWARD L & NANCY SUE ODOM	SR GRANT REIMBURSEMENT - HOWARD ODOM	EMA	4,000.00	1900068046
DISTRICT 4	1030501	CHARLES O PARKS	SR GRANT REIMBURSEMENT - CHARLES PARKS	EMA	4,000.00	1900068051
DISTRICT 4	1030592	JOHN C EDWARDS	SR GRANT REIMBURSEMENT - JOHN EDWARDS	EMA	4,000.00	1900068053
DISTRICT 4	1030642	IRA D SELF	SR GRANT REIMBURSEMENT - IRA SELF	EMA	4,000.00	1900068054
*DISTRICT 4					32,176.54	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHAINSAW SWITCH, TIRE PATCH	ES: CONSTRUCT SEWER LINE	25.11	1900064781
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL PORTION OF DRIVER'S LICENSE FOR HAROLD WILDER	ES: CONSTRUCT SEWER LINE	30.00	1900067521
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSC REIMBURSEMENT - DR. RICHARD MARCHASE	PER BD: ADMINISTRATION	10.00	1900067639
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COUPLING;OIL SEAL;CARTRIDGES;PVC;REPORT;EPOXY;CEME	ES: FIVE MILE MAINT SHOP	369.38	1900067899
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE TO REPAIR WATER LEAK	ES: CAHABA RIVER WWTP	25.26	1900067913
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS TO REPAIR WATER LEAK	ES: CAHABA RIVER WWTP	29.74	1900067912
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSE FOR MAINTENANCE TRUCK	ES: CAHABA RIVER WWTP	3.69	1900067770
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS TO REPAIR WATER LEAK	ES: CAHABA RIVER WWTP	24.53	1900067911
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WIRE,CDL,ADAPTOR,COUPLINGS,TIES,RUBBER MAT,USB ADA	ES: SHADES LINE MAINT	405.11	1900067774
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PALLET WRAP TO SHIP UV BULBS	ES: CAHABA RIVER WWTP	13.78	1900067772
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RADIO INSTALLATION, PARTS FOR A RADIO, KEYS	ES: SHADES LINE MAINT	261.68	1900067776
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPAIR PARTS FOR ICE MAKER	ES: CAHABA RIVER WWTP	19.57	1900067771
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DRILL BITS FOR MAINTENANCE CREW	ES: CAHABA RIVER WWTP	10.94	1900067773
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY,FITTING	ES: VILLAGE MAINT SHOP	395.88	1900067782
DISTRICT 5	1000193	JEFFERSON CO TREASURER	3/4" PVC FITTINGS,WIRE STRIPPERS,6IN SCREWDRIVER,V	ES: PACK WWTP & PUMP STA	73.44	1900067893

DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS, BOTTLES, BATTERY, CLIP	ES: TRUSSVILLE WWTP	130.58	1900067833
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	8.10	1900068031
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM AT PLANT	ES: LEEDS WWTP	20.25	1900068032
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM AT PLANT	ES: LEEDS WWTP	19.44	1900068057
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COMPACT 4-TOOL;BATTERIES;RELAYS;	ES: INSTRUMENT SHOP	374.44	1900067918
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL RENEWAL	ES: LEEDS WWTP	20.25	1900068058
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DRIVE SPROCKET, FREIGHT	ES: CONSTRUCT SEWER LINE	48.66	1900067969
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USE PERSONAL VEHICLE TO ANSWER ALARM AT PLANT	ES: LEEDS WWTP	19.85	1900068042
DISTRICT 5	1000193	JEFFERSON CO TREASURER	16" GUIDE BAR	ES: CONSTRUCT SEWER LINE	500.00	1900067968
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RIBBED V BELT	ES: CONSTRUCT SEWER LINE	45.91	1900067970
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTER;SILICONE;SCREWDRIVER;WATER;	ES: FIVE MILE CREEK WWTP	112.54	1900068043
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FOOD FOR SUPERVISOR MEETING FOR SUPV. IN ENV. SVCS	ES: ADMIN ENG & CONSTR	498.50	1900068002
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PUMP FOR TRANSFERRING CHEMICAL	ES: LEEDS WWTP	7.97	1900068033
DISTRICT 5	1001598	THE BIRMINGHAM NEWS	CGMH PUBLIC NOTICE ACCT 04009060	COUNTY ATTORNEY	57.75	1900068044
DISTRICT 5	1025257	MICHAEL WINFREY	ASSESSOR-MICHAELWINFREY-2012FIRELIEUTASSMNT	PER BD: TESTING	257.03	1900067915
DISTRICT 5	1029508	LISA FORREST	ASSESSOR-LISAFORREST-2012FIRELIEUTASSMNT	PER BD: TESTING	175.00	1900067995
DISTRICT 5	1030606	STATE HEALTH PLANNING AND	CGMH COPIES	COUNTY ATTORNEY	44.00	1900068115
DISTRICT 5	1030617	GENA CRANFORD	REFUND FOR OVERPAYMENT & FB W0-81382(D)	FINANCE SEWER SERVICES	943.84	1900068062
DISTRICT 5	1030619	JACKIE C HELLINGER	REFUND FOR OVERPAYMENT & FB I3-8000(D)	FINANCE SEWER SERVICES	19.45	1900068060
DISTRICT 5	1030643	CHAD BURDORF	ASSESSOR-CHADBURDORF-2012FIRELIEUTASSMNT	PER BD: TESTING	273.01	1900067917
DISTRICT 5	1030644	MARQUES BUSH	ASSESSOR-MARQUESBUSH-2012FIRELIEUTASSMNT	PER BD: TESTING	500.84	1900067948
DISTRICT 5	1030645	WILLIAM CALVERT	ASSESSOR-WILLIAMCALVERT-2012FIRELIEUTASSMNT	PER BD: TESTING	204.38	1900067994
DISTRICT 5	1030647	BRADY GEORGE	ASSESSORBRADYGEORGE-2012FIRELIEUTASSMNT	PER BD: TESTING	125.00	1900067896
DISTRICT 5	1030649	ROBIN GERDES	ASSESSOR-ROBINGERDEST-2012FIRELIEUTASSMNT	PER BD: TESTING	239.80	1900067997
DISTRICT 5	1030651	JEFF HARWOOD	ASSESSOR-JEFFHARWOOD-2012FIRELIEUTASSMNT	PER BD: TESTING	125.00	1900067895
DISTRICT 5	1030657	NEAL MUHAMMAD	ASSESSOR-NEALMUHAMMAD-2012FIRELIEUTASSMNT	PER BD: TESTING	125.00	1900067884
DISTRICT 5	1030658	MARILYN NADAL	ASSESSOR-MARILYNADAL-2012FIRELIEUTASSMNT	PER BD: TESTING	262.84	1900067916
DISTRICT 5	1030659	RENE SHERMAN	ASSESSOR-RENESHERMAN-2012FIRELIEUTASSMNT	PER BD: TESTING	125.00	1900067897
DISTRICT 5	1030661	RICH SHERRILL	ASSESSOR-RICHSHERRILL-2012FIRELIEUTASSMNT	PER BD: TESTING	125.00	1900067898
DISTRICT 5	1030663	AARON SIMMONS	ASSESSOR-AARONSIMMONSL-2012FIRELIEUTASSMNT	PER BD: TESTING	473.30	1900067900
DISTRICT 5	1030664	HAROLD SMITH	ASSESSOR-HAROLDSMITH-2012FIRELIEUTASSMNT	PER BD: TESTING	168.63	1900067901
DISTRICT 5	1030666	VENSON WHITMORE	ASSESSOR-VENSONWHITMORE-2012FIRELIEUTASSMNT	PER BD: TESTING	191.20	1900067902
DISTRICT 5	1030667	DAVID WIDEMAN	ASSESSOR-DAVIDWIDEMAN-2012FIRELIEUTASSMNT	PER BD: TESTING	327.50	1900067914
DISTRICT 5	1030822	THOMAS H & BRANDYE G NOE	REFUND FOR OVERPAYMENT & FB M 7-715(L)	FINANCE SEWER SERVICES	404.70	1900068063
DISTRICT 5	1030823	M DEMING/W MORRISON	REFUND FOR OVERPAYMENT & FB W0-101719(D)	FINANCE SEWER SERVICES	48.47	
1900068059	DISTRICT 5				8,721.34	
**					41,689.15	

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

Jan-31-2013-74

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

For Week of 1/08/13 - 1/14/13

- ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ADAMSON FORD, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068752 CHANGE ORDER \$30,000.00 PURCHASE ORDER \$50,000.00 TOTAL
- EMERGENCY MANAGEMENT AGENCY (EMA) FROM W W GRAINGER INCORPORATED, BIRMINGHAM, AL, TO PURCHASE ITEMS FOR BIRMINGHAM HAZMAT. SAP PURCHASE ORDER # 2000070527 \$7,472.22 TOTAL NATIONAL NIPA10186
- COUNTY ATTORNEY FROM WEST GROUP, CAROL STREAM, IL, OPEN PURCHASE ORDER FOR ON-LINE LEGAL RESEARCH FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000070548 \$17,500.00 TOTAL
- ENVIRONMENTAL SERVICE VILLAGE CREEK WWTP FROM SANSOM EQUIPMENT, BIRMINGHAM, AL, PURCHASE ORDER TO REPAIR SEWER VACUUM TRUCK BODY. SAP PURCHASE ORDER # 2000070640 \$22,886.49 TOTAL SOLE SOURCE PURCHASE
- DISTRICT ATTORNEY - FAMILY COURT FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE BIZHUB C654 COLOR COPIER. SAP PURCHASE ORDER # 2000070676 \$6,747.00 TOTAL REFERENCE BID # 150-11

For Week of 1/15/13 - 1/21/13

- ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GCR TRUCK TIRE CENTERS, BIRMINGHAM, ALA, PURCHASE ORDER TO PAY FOR TIRE INVOICES. SAP PURCHASE ORDER # 2000068160 - \$6,287.58 TOTAL STATE OF ALABAMA CONTRACT # T106
- INFORMATION TECHNOLOGY FROM XEROX CORPORATION, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EXCESS PRINT CHARGES. SAP PURCHASE ORDER # 2000068318 CHANGE ORDER \$1,000.00 REFERENCE BID # 43-10 PURCHASE ORDER \$94,671.00 TOTAL
- ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ESTES EQUIPMENT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FUEL SYSTEM MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069641 CHANGE ORDER \$ 7,000.00

- REFERENCE BID # 208-10 PURCHASE ORDER \$11,900.00 TOTAL
4. BOARD OF EQUALIZATION FROM NOHAB BUSINESS PRODUCTS, BIRMINGHAM, AL, PURCHASE ORDER FOR HP LASERJET PRINTERS. SAP PURCHASE ORDER # 2000070748 \$7,300.00 TOTAL
 5. ENVIRONMENTAL SERVICES VILLAGE LINE MAINTENANCE FROM P & H SUPPLY, WARRENTON, GA, PURCHASE FOR 2500 PSI JET WASHER HOSE. SAP PURCHASE ORDER # 2000070751 \$5,300.00 TOTAL
 6. ENVIRONMENTAL SERVICES - T.V. INSPECTIONS DEPARTMENT FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO PURCHASE WORK UNIFORMS FOR EMPLOYEES. SAP PURCHASE ORDER # 2000070752 \$6,417.35 TOTAL
REFERENCE BID # 146-11
 7. JEFFERSON REHABILITATION AND HEALTH CENTER FROM METRO TRUCK RENTAL, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VAN RENTAL ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000070803 \$13,000.00 TOTAL REFERENCE BID # 186-10
 8. COOPER GREEN MERCY HOSPITAL URGENT CARE CENTER FROM RURAL METRO, BESSEMER, AL, CONTRACT RENEWAL FOR AMBULANCE TRANSPORT SERVICE FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED FOR REBID IN JUNE 2013 FOR FY14 AWARD. SAP PURCHASE ORDER # 20000070809 \$64,000.00 TOTAL
REFERENCE BID 5-11
 9. COOPER GREEN MERCY HOSPITAL FROM KONE INCORPORATED, BIRMINGHAM, AL, PURCHASE ORDER TO PAY ELEVATOR REPAIR INVOICES. SAP PURCHASE ORDER # 2000070816 \$5,830.00 TOTAL
REFERENCE BID 138-10

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

Jan-31-2013-75

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

For Week of 1/08/13 - 1/14/13

1. EXCEPTIONS FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM METRONIC USA, CHICAGO, IL, TO PAY INVOICE FOR CARDIOVASCULAR SUPPLIES AS PRESCRIBED BY ATTENDING PHYSICIAN AND ORDERED BY A MEMBER OF CGMH SURGICAL STAFF. SAP PURCHASE ORDER # 2000070629 \$4,640.00 TOTAL
2. EXCEPTIONS FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM C. R. BARD, MURRYA HILL, NJ, TO PAY INVOICE FOR ENDOVASCULAR ITEMS AS PRESCRIBED BY DR. FARAH ON BEHALF OF PATIENT PRIOR TO GOING THROUGH STANDARD PURCHASING PROCESS. SAP PURCHASE ORDER # 2000070637 \$5,995.00 TOTAL
3. EXCEPTIONS FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM STERIS, MENTOR, OH, TO PAY INVOICES FOR AUTOCLAVE REPAIR AS ORDERED BY A MEMBER OF CGMH SURGICAL DEPARTMENT. SAP PURCHASE ORDER # 2000070645 \$5,008.62 TOTAL
4. EXCEPTIONS FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM STERIS, MENTOR, OH, TO PAY INVOICES FOR AUTOCLAVE REPAIR AS ORDERED BY A MEMBER OF CGMH SURGICAL DEPARTMENT. SAP PURCHASE ORDER # 2000070646 \$4,203.90 TOTAL
5. EXCEPTIONS FOR COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM PHILIPS HEALTHCARE, BOTHELL, WA, TO PAY INVOICE FOR MRI REPAIR AS REQUESTED BY MICHELLE WALDROP (RADIOLOGY) ON BEHALF OF CGMH. MEMBER OF CGMH PERSONNEL CONVEYED THAT CONTRACT WOULD NOT BE RENEWED. EMERGENCY REPAIR REQUIRED 12/27/12. SAP PURCHASE ORDER # 2000070709 \$6,384.99 TOTAL REFERENCE BID # 69-11 (EXPIRED 9/30/12)

For Week of 1/15/13 - 1/21/13

1. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM IVANS INCORPORATED, ORLANDO, FL, TO PAY OUTSTANDING INVOICES FOR COMMUNICATION SERVICES FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000070720 \$544.00 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL: ACCOUNTING FROM IVANS INCORPORATED, ORLANDO, FL, TO PAY PAST DUE INVOICES FOR COMMUNICATION SERVICES.. SAP PURCHASE ORDER # 2000070760 \$2,208.11 TOTAL

3. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER, PHILADELPHIA, PA, TO PAY FOR RE-INVOICE FOR ORIGINAL INVOICE #5258732 (PARTIAL BILLING FOR FEBRUARY FOR CONTRACT # 4TT08US).
SAP PURCHASE ORDER # 2000070773 \$8,833.92 TOTAL

4. EXCEPTION FOR COOPER GREEN MERCY URGENT CARE CENTER FROM CALLAHAN EYE FOUNDATION, BIRMINGHAM, AL, TO PAY INVOICES FOR CALLAHAN EYE FOUNDATION FOR THE PERIOD FO 7/17/12 - 9/30/12. AMOUNT TO REFLECT FY11 AND FY12 EXPENDITURES. SAP PURCHASE ORDER # 2000070776 \$42,982.51
TOTAL CLARITY CONTRACT # CON-00002387

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

Jan-31-2013-76

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 1/08/13 - 1/14/13 and 1/15/13 - 1/21/13 be and hereby is approved.

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

Jan-31-2012-77

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

INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE JEFFERSON COUNTY REGIONAL PURCHASING COOPERATIVE

This Agreement made this 20th day of December, 2012, between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and adjoining counties, of Alabama as choose to be governed by the provisions of the Jefferson County Regional Purchasing Cooperative as hereinafter set forth.

WITNESSETH:

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

SECTION I

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

SECTION 2

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

SECTION 3

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

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the County shall seek input from the other participants to insure that said specifications meet the broadest range of needs, Each participating government shall identify the items to be jointly

purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the state of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

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

SECTION 6

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

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

SECTION 11

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

SECTION 12

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

SECTION 13

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

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

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-

50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

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

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

JEFFERSON COUNTY, ALABAMA

CITY OF PINSON

W. D. Carrington, President

Hoyt Sanders, Mayor

Jefferson County Commission

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization - 4 participants

Mike Callahan	\$852.69
Jane Mardis	\$850.26
Don McAllister	\$855.98
Robin Henderson	\$842.61
AAAO Mid-Winter Conference	
Mobile, AL – March 5-8, 2013	

Board of Equalization - 3 participants

Xavier Davis, Graham Key & Kirk Epstein	\$1,600.00
IAAO 102 Commercial Property	
Hoover, AL – January 28 - February 1, 2013	

Cooper Green - 2 participants

Robin King	\$125.00
Ginger Brown	\$125.00
AAHIM Annual coding Symposium	
Birmingham, AL – January 25, 2013	

Roads & Transportation - 19 participants

Roger Gossett, Barry Isbell, Michael Mitchell, Robert Carroll, Chris Hayes, Adam Laney, Stephen B. Goodwin, Stephen Kilgore, David Reynolds Gary Cochran, Lee Baldwin, Jeremy McAlpine, Chuck Bartlett, Gary Mayfield, Mike Crane, Billy Bowman, Robby Eaton & Shawn Cato	\$1,710.00
Alabama Vegetation Management Society Annual Meeting	
Tuscaloosa, AL – February 27, 2013	

Individual Staff Development

Community Development

Cynthia Daniels	\$762.37
GFOAA 29 th Annual Conference	
Montgomery, AL – February 27- March 1, 2013	

Family Court

James Sparks	\$395.26
12 th Annual Louisiana Drug Court Conference	
New Orleans, LA – February 5-8, 2013	

Revenue

Edgar Woodis	\$195.00
CROAA Class	
Pelham, AL – April 10-12, 2013	

Bruce Thompson	\$1,506.25
Audit Sales Tax	
Nashville & Memphis, TN – March 17-23, 2013	

Wesley Moore \$2,316.14
Audit Sales Tax
Springfield, VA – March 16-23, 2013

Wesley Moore \$1,596.19
Audit Sales Tax
Downers Grove, IL & Dayton, OH – March 2-8, 2013

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Environmental Services \$5,115,119.84

Add additional funds from ESD fund balance to legal and debt services fees to cover legal and trustee fees.

2. Emergency Management Agency \$109.88

Increase revenues and expenditures to record a reimbursement for Hoover Fire to replace materials expended to cleanup a hazmat spill on January 8, 2013.

3. Emergency Management Agency \$6,249.25

Increase revenues and expenditures to record a reimbursement for Birmingham Fire to replace materials expended to cleanup a hazmat spill on January 7, 2013.

4. Cooper Green Mercy \$0

Add twelve Clinical Nurse Practitioner (Gr. 28) positions (8 to Ambulatory Clinics/4 to Urgent Care).

For Information Only

Sheriff’s Office \$456,637

Add purchasing memorandum to purchase an additional eight (8) Tahoe’s, five (5) transport vans and six (6) unmarked sedans. These items were budgeted, however the total number of vehicles to purchases increased.

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

Jan-31-2013-78

WHEREAS, as of Section 40-5-29, 1975 Code of Alabama, requires the Tax Collector to make his final reports of the uncollected balances of 2011 personal property taxes showing the name of every insolvent tax payer from whom he has been unable to collect, the amount of state and county taxes due from him and an itemized report of the taxes still in litigation; and

WHEREAS, the office of Tax Collector has certified to the Commission that it has made diligent effort to collect such taxes and the Commission is satisfied therewith.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission hereby allows the Collector credit for such insolvent taxes as he has been unable to collect and for taxes remaining in litigation and credits him with all County taxes included therein and the President shall certify the same to the Comptroller for the State, which certification shall be reflected by the President’s signature upon said Tax Collector’s final report.

BE IT FURTHER RESOLVED that a copy of said final report shall be retained by the Minute Clerk.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and American Medical Association to provide 2013 date files end-user internal use license at Cooper Green in the amount of \$3,130.

American Medical Association

2013 Data Files End User Internal Use License Agreement

This Agreement (the "Agreement") is between the American Medical Association, a not-for-profit corporation, located at 515 North State Street, Chicago, Illinois 60654, USA (the "AMA"), and Cooper Green Mercy Hospital, with principal offices at 1515 6th Ave South, Birmingham, AL 35233 ("you").

The parties agree to the following:

1. License

Subject to the terms and conditions of this Agreement, the AMA licenses you and the entities listed in Exhibit A (Cooper Green Mercy Hospital Entities) to use the data as contained in the electronic data files published by the AMA in the English language as used in the United States (each a "File" and collectively "Files").

International Classification of Diseases, Ninth Revision, Clinical Modification 2013-available in August, 2012

No. of Users: 0 Royalty Fee: \$ 0 (calculated as \$380 for the first 25 users plus \$15 for each additional user)

(Check) Delivery Format: Electronic CD-ROM

Current Procedural Terminology (CPT) 2013 Standard- available in August, 2012

No. of Users: 105 Royalty Fee: \$1,550 (calculated as \$80 plus \$14.00 for each user)

(Check) Delivery Format: Electronic CD-ROM X

Current Procedural Terminology (CPT) 2013 Enhanced - available in August, 2012

No. of Users: 0 Royalty Fee: \$ 0 (calculated as \$5,000 plus \$14.00 for each user)

Electronic Deliver Only

Current Procedural Terminology (CPT^o) 2013 - Developer's Toolkit - Available in August, 2012

No. of Users: 0 Royalty Fee: \$ 0 (calculated as \$10,000 plus \$14.00 for each user)

Electronic Deliver Only

Healthcare Common Procedure Coding System, Level II 2012- available in December, 2012

No. of Users: 105 Royalty Fee: \$1,580 (calculated as \$380 for the first 25 users plus \$15 for each additional user)

(Check) Delivery Format: Electronic CD-ROM X

Licensed use. The Files may be used in your Electronic Product as described below, only internally, only by you, your employees, or agents (and employees and agents of the Cooper Green Mercy Hospital Entities), and only by the number of users for which you have paid. Use of the File is limited to use within the facilities of Cooper Green Mercy Hospital Entities within United States and its territories, only by you, your employees, or agents, and only by the number of users for which you have paid. If more` users than you have paid for will use any File, then you shall report the increase in writing to the AMA and pay the applicable royalty fee for such additional users within 30 days. The AMA or its representative shall have the right to audit your books and records to insure compliance with this Agreement. You shall immediately pay the AMA any amounts due as a result of audit.

Name and Description of Electronic Product: Stockell

A user of a File is defined as an individual who: (i) accesses, uses, or manipulates the File; or (ii) accesses, uses, or manipulates a program which includes the File to produce or enable an output (data, reports and the like) that could not have been created without the File embedded in the program even though the File may not be visible or directly accessible; or (iii) makes use of an output of a program which includes the File that relies on or could not have been created without the File embedded in the program even though the File may not be visible or directly accessible.

Delivery. The AMA will deliver the Files to you in the format specified above promptly upon availability of the File provided that payment has been received and this Agreement has been executed.

Copies and modifications. You may copy the Files into any machine readable or printed form for backup in support of your use of the File. You may modify the Files and/or merge them into another program for your own use. Any copy, modification or merged portion or version of the Files will continue to be subject to the terms and conditions of this Agreement. You must reproduce and include the copyright notice as it appears in each File on any copy or portion of the Files merged into another program to give reasonable notice of the AMA's copyright under the copyright laws of the United States and any rules and regulations thereunder.

Prohibitions. You may not use, copy, or modify the Files or any copy, modification or merged portion or version of the Files, in whole or in part, in any other manner except as expressly provided for in this Agreement. You agree that uses not authorized by this Agreement are

expressly prohibited. These prohibitions include, without limitation, any use of the Files or any copy, modification or merged portion or version of the Files in any public computer-based information system, including the Internet or World Wide Web, and creating derivative works including translations. You may not sell, sublicense, assign or transfer the Agreement or the Files or any copy, modification or merged portion or version of any Files to any party. Any attempt to sell, sublicense, assign or transfer any of the rights, duties or obligations hereunder is void and shall immediately terminate this Agreement and the license granted under it.

2. WARRANTIES DISCLAIMED

a) TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE FILES IS AT YOUR SOLE RISK, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU, AND THE FILES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER INCLUDING THAT THE FILES ARE NOW INFRINGING, ACCESSIBLE OR UNINTERRUPTED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AMA DISCLAIMS RESPONSIBILITY AND ANY LIABILITY FOR (i) ANY ERRORS IN THE FILES AND ANY CONSEQUENCES, DECISIONS, JUDGMENTS OR RESULTS ATTRIBUTABLE TO OR RELATED TO ANY USES, NON-USES OR INTERPRETATIONS OF INFORMATION OR DATA CONTAINED IN OR NOT CONTAINED IN THE FILES; (ii) ANY DAMAGE TO YOUR EQUIPMENT OR ANY OTHER INFORMATION OR FILE OR APPLICATION YOU HAVE; (iii) ANY INTERRUPTION OF ANY SERVICE OR APPLICATION; AND (iv) ANY OTHER DAMAGE NO MATTER THE CAUSE.

THE AMA DOES NOT WARRANT THAT THE DATA CONTAINED IN THE FILES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE FILES WILL BE UNINTERRUPTED OR WITHOUT ERROR. YOU ACKNOWLEDGE THAT THE FILES HAVE NOT BEEN DEVELOPED ACCORDING TO YOUR SPECIFICATIONS AND HAVE NOT OTHERWISE BEEN CUSTOM-MADE.

THE AMA DOES NOT DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL SERVICES. FEE SCHEDULES, RELATIVE VALUE UNITS, CONVERSION FACTORS AND/OR RELATED COMPONENTS ARE NOT ASSIGNED BY THE AMA, ARE NOT PART OF CPT, AND THE AMA IS NOT RECOMMENDING THEIR USE. THE FILE DOES NOT REPLACE THE AMA'S CURRENT PROCEDURAL TERMINOLOGY BOOK OR OTHER APPROPRIATE CODING AUTHORITY. THE CODING INFORMATION CONTAINED IN THE FILE SHOULD BE USED ONLY AS A GUIDE.

b) LIMITATION OF LIABILITY. THE AMA SHALL NOT BE LIABLE, AND DISCLAIMS ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING: (i) OUT OF THE USE OF OR INABILITY TO USE THE FILES; (ii) FROM ANY INTERRUPTION IN AVAILABILITY; (iii) FROM ANY LOSS OF DATA AND/OR FROM ANY EQUIPMENT FAILURE; (iv) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON, THE FILES; (vi) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION, AND/OR QUALITY OF THE FILES; OR (vii) OUT OF ANY OTHER MATTER RELATING TO THE FILES.

IN THE EVENT YOU ARE DISSATISFIED WITH, OR DISPUTE, THIS AGREEMENT OR THE FILES, YOUR SOLE RIGHT AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF THE FILES, EVEN IF THAT RIGHT OR REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY AND ENTIRE LIABILITY FOR ANY CLAIM RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE TOTAL AMOUNT YOU PAID TO USE THE FILES PROVIDED HEREUNDER UPON WHICH THE LIABILITY IS BASED. YOU CONFIRM THE AMA HAS NO OTHER OBLIGATION, LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PARTY.

c) EXCLUSIONS PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY.

YOU AND THE AMA SHALL EACH INDEMNIFY AND DEFEND THE OTHER FROM ANY CLAIMS, LIABILITIES, COSTS, FINES AND PENALTIES, PROCEEDINGS OR ACTIONS, INCLUDING SETTLEMENTS, ARISING OUT OF ANY MATERIAL BREACH OF ANY WARRANTY OR OTHER PROVISIONS IN THIS AGREEMENT. EITHER PARTY MAY PARTICIPATE IN THE DEFENSE OR PROSECUTION OF ANY CLAIM WITH COUNSEL OF ITS CHOICE AT ITS OWN EXPENSE.

3. Copyright, Trade Secret and Trademark

CPT codes, descriptions and other data are copyright 1966, 1970, 1973, 1977, 1981, 1983-2012 American Medical Association. All rights reserved. CPT is a registered trademark of the American Medical Association. The CPT File is copyrighted by the American Medical

Association 2012. You acknowledge that the AMA retains all right, title, and interest in the Files provided to you. AMA claims no copyright to government data that is in the public domain.

4. U.S. Government Rights

CPT is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois 60654. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015 (b) (2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1 (a) (June 1995) and DFARS 227.7202-3 (a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.22719 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

5. Term

The term of this Agreement begins November 7, 2012 and the license to use the Files as described in this Agreement is effective until terminated. This Agreement and license granted hereunder shall be terminated in whole or with regard to any particular File (a) at the option of the AMA if you fail to fulfill any material obligations (including royalty payments) and continue to do so for 30 days after notice from the AMA or as otherwise expressly provided in this Agreement; (b) at your option at anytime by destroying the applicable Files along with any copies, modifications or merged portions or versions in any and all forms; or (c) with regard to the CPT File, at the option of the AMA if there is an imposition of a governmental prohibition or restriction rendering it unlawful or jeopardizing the AMA's rights to CPT, including copyright. You agree that the AMA will be awarded court costs and reasonable attorney fees if it prevails in any action or proceeding against you due to your breach of this Agreement. You agree upon termination for any reason to destroy the applicable Files together with all copies, modifications and merged portions or versions in any form and you hereby waive any rights to continued use of the Electronic Product containing the File(s). Warranties, indemnification and litigation obligations shall survive termination of this Agreement.

6. General Provisions

You shall be responsible for all sales, use, or other taxes, except taxes based on the income of the AMA. This Agreement will be governed by the internal laws of the State of Illinois without regard to choice of law principles. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over any action concerning the subject matter of this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois. Nothing contained in this Agreement shall be deemed to constitute a joint venture, partnership or agency between parties. You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. You represent you are a legal entity having authority to enter into this Agreement. You agree that this Agreement is the complete and only agreement between us which supersedes any proposal or prior agreement, oral or written, any other click-wrap or shrink-wrap agreement for internal use of any of the Files, and any other communications between us relating to the subject matter of this Agreement. The delay or failure to assert a right hereunder shall not constitute a waiver of that right or excuse a subsequent failure to perform under this Agreement. You agree to take all steps necessary, by instruction, agreements or otherwise, to ensure compliance with the terms of the Agreement by your employees and agents, the Cooper Green Mercy Hospital Entities, and employees and agents of the Cooper Green Mercy Hospital Entities. Cooper Green Mercy Hospital remains liable for the performance of Cooper Green Mercy Hospital Entities under this Agreement, including the payment of all royalties. Cooper Green Mercy Hospital shall take all necessary action with Cooper Green Mercy Hospital Entities to avoid any copyright infringement of CPT by Cooper Green Mercy Hospital Entities. Cooper Green Mercy Hospital shall indemnify and hold AMA harmless for any damages, loss and expenses, including reasonable attorneys fees that AMA incurs due to a violation of the terms of the Agreement by Cooper Green Mercy Hospital Entities. If any provision hereof is held to be unenforceable or contrary to public policy the parties agree that the remaining portions are enforceable. Both parties shall hold the terms of this Agreement confidential. This Agreement only becomes effective upon execution by both parties. Any amendment must be in writing signed by both parties. You may not assign any rights herein without the prior approval of the AMA. Any attempted assignment shall be null and void. Notices and requests for approval shall be sent by overnight delivery service to the addresses set forth above or by email to the AMA care of Manager, Intellectual Property Services (intellectual.property.services@ama-assn.org), with a copy of the notice to the Office of General Counsel (OGC@ama-assn.org) and to you care of John Garrett (email address garrettj@jccal.org); or to such other persons, addresses, and numbers as either party may designate.

ACCEPTED AND AGREED:

American Medical Association

Print Name:

Approved as to legal form for the AMA by

Approved by Office of Finance by

Cooper Green Mercy Hospital

Sandra Hullett, MD, Chief Executive Officer/ Medical Director

Jefferson County Commission

W. D. Carrington Title: Commission President

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

Jan-231-2013-80

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement and Addendums 1 - 8 between Jefferson County, Alabama and The University of Alabama Health Services Foundation, P.C. and Ophthalmology Services Foundation, P. C., to provide an array of physician services for the period February 1, 2013 - January 31, 2014 in the amount of 730,611.

MASTER AGREEMENT

JEFFERSON COUNTY COMMISSION, d/b/a COOPER GREEN MERCY

PHYSICIAN STAFFING AGREEMENT

This Master Agreement is made and entered into as of the _ day of 2013 by and between Jefferson County Commission, d/b/a Cooper Green Mercy ("Contractor"), The University of Alabama Health Services Foundation, P.C. ("UAHSF") and Ophthalmology Services Foundation, P.C. ("OSF") (UAHSF and OSF are together herein referred to as "Provider").

RECITALS:

WHEREAS, Contractor owns and operates and Cooper Green Mercy for and on behalf of the citizens of Jefferson County;

WHEREAS, Contractor desires to ensure physician coverage at its owned and operated Cooper Green Mercy;

WHEREAS, the mission of Contractor is to arrange for the finest health services in an environment that fosters excellence in medical education;

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

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

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

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

WHEREAS, it is the intent of the parties that all comps under this Master Agreement shall be fair and reasonable and shall value for services rendered or to be rendered.

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

ARTICLE 1

GENERAL PROVISIONS

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

Section 1.2 Execution of Addenda; Termination of Other Agreements.

(a) Except as otherwise provided herein in 1.2(b) and 1.2(c), upon execution of this Master Agreement and Addenda for Cardiology, Neurology, Rheumatology, ENT, Nephrology, Dermatology, Urology, Ophthalmology and such other services as may be added from time to time, effective on the Effective Date, this Master Agreement terminates any other agreements between the parties with respect to physician and professional services.

(b) This Master Agreement and any of its Addenda does not cover services provided to Beneficiaries UAB Hospital, UAB Highlands, UAB Spain Rehabilitation Hospital, UAB Center for Psychiatric Medicine, The Kirklin Clinic, The Kirklin Clinic at Acton Road,

Callahan Eye Hospital and other clinics of Hospitals and Foundations which are covered by separate arrangement.

(c) This Master Agreement does not cover services or obligations set forth in the 2012-2013 Preferred Provider Agreement by and between the Board of Trustees of the University of Alabama for the University of Alabama Hospital, Callahan Eye Hospital Health Care Authority, (Hospitals) and the University of Alabama Health Services Foundation, P.C., and the University of Alabama Ophthalmology Services Foundation P.C., (Foundations) and The Jefferson County Commission d/b/a Cooper Green Mercy Hospital (County).

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

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

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

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

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

Section 1.6 Engagement of UAB School of Medicine Residents. Pursuant to the Affiliation Agreement between Jefferson County Commission and the University of Alabama at Birmingham, residents may participate in the care and treatment of patients presenting to Cooper Green Mercy in conjunction with each of the Addenda added hereto and assume progressively increasing responsibility according to their level of education, ability, and experience with faculty supervision readily available to residents. The level of responsibility accorded to each resident must be determined by Physicians who are appointed as faculty by the UAB School of Medicine.

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

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

(b) all Physicians performing services hereunder are full-time employees of Provider, have bona fide faculty appointments in the UAB SOM;

(c) all Physicians performing services hereunder are licensed to practice medicine and prescribe controlled substances in the State of Alabama, and no such Physician has ever had his or her license to practice medicine or prescribe controlled substances denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;

(d) no Physician performing services hereunder has had his or her medical staff privileges at any health care facility denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

(e) all professionals performing services hereunder who are not physicians are, and shall during the term of the applicable Addendum remain, licensed to practice their profession in Alabama by the applicable professional board, in good standing without restrictions of any kind, and no such person has ever been disciplined in any way by any hospital, licensing board or professional society;

(f) neither Provider nor any of the Physicians or other persons performing services hereunder has been suspended, excluded,

barred, sanctioned or penalized under any state or federal program;

(g) none of the Physicians or other persons performing services hereunder has been convicted of a state or federal offense, including, without limitation, one involving health care, but excluding misdemeanor traffic violations;

(h) no Physician or other professional performing services hereunder has been found by any state or federal authority or agency, or by any board or group having the right to pass upon the professional conduct of person, to have engaged in unethical or unprofessional conduct;

(i) all Physicians have, and shall maintain through the term of this Agreement, unrestricted licenses to practice medicine in the State of Alabama, active staff privileges in good standing at Contractor with privileges necessary to perform their duties hereunder, and shall participate as providers in good standing in the Medicare and Medicaid programs.

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

(a) Contractor is not bound by an agreement or an arrangement which would preclude it from entering into or fully performing under this Master Agreement; and

(b) Contractor shall provide and maintain such facilities, equipment, supplies and staff personnel for the operation of Cooper Green Mercy. All staff personnel working at Cooper Green Mercy shall be Contractor employees or employees hired pursuant to direct contract with Contractor with another vendor. Contractor and Provider shall work together to ensure that Physicians have appropriate facilities, equipment, supplies and staff personnel for care and treatment of patients presenting to Cooper Green Mercy, including but not limited to advanced practitioners such as Nurse Practitioner's and Physicians Assistants.

Section 1.9 Malpractice Insurance. At all times during the term of this Agreement, Provider shall maintain professional liability self-insurance on Provider and each Provider Physician covering each of their acts and omissions in performing services under this Agreement in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, all of which coverage shall be on an occurrence basis. Provider hereby represents and warrants that it is self-insured for professional liability coverage and has sufficient reserves and reinsurance to provide the coverage required hereunder. Provider shall provide a certificate evidencing such coverage to Contractor. Contractor shall maintain professional liability insurance or self-insurance on Cooper Green Mercy personnel providing services in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The parties recognize that it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party, and each party agrees to notify the other of such events and to cooperate with the other in investigation and/or processing of such incidents and/or claims. The provisions of this Section 1.8 shall survive the expiration or any termination of this Agreement.

ARTICLE 2

TERM AND TERMINATION

Section 2.1 Term. Subject to the termination provisions of Section 2.2 below, this Master Agreement shall have a term beginning February 1, 2013 and ending January 31, 2014. Any Addendum may have a different term, which shall be set forth therein.

Section 2.2 Termination of Master Agreement.

(a) Either party may terminate this Master Agreement (which includes all Addenda then in effect) without cause by giving the other party one hundred twenty (120) days prior written notice of termination; provided, however, this Master Agreement may not be terminated without cause while an Addendum is still in effect unless such Addendum could otherwise be terminated in accordance with its provisions.

(b) Either party may terminate this Master Agreement (which includes all Addenda then in effect) upon breach by the other party of any material provision of this Master Agreement, provided such breach continues for ninety (90) days after receipt by the breaching party of written notice of such breach from the non-breaching per.

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

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

Section 2.3 Termination of an Addendum.

Either party may terminate an Addendum without cause by giving the other party one hundred twenty (120) days prior written notice of termination.

ARTICLE 3

PROPRIETARY AND CONFIDENTIAL INFORMATION

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

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

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

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

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

ARTICLE 4 COMPLIANCE WITH LAW

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

Section 4.2 Chances to Comply with Law. It is expressly understood that the parties intend that this Master Agreement shall comply with all applicable laws, rules and regulations of all governmental and regulatory authorities. Accordingly, the parties agree to renegotiate, in good faith, any term, condition or provision of this Master Agreement or any Addendum that any applicable governmental or regulatory authority, or counsel for either party hereto, determines to be in contravention of any law, regulation or agency interpretation thereof. In conducting the negotiations, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they are not able to reach a mutually acceptable solution within thirty (30) days of the date on which a party notifies the other in writing of the need for negotiation, then the party providing such notice may terminate that portion of the Master Agreement giving rise to such concern or, if applicable, the entire Master Agreement, all on five (5) days written notice. Contractor may withhold any payments it in good faith believes violate the applicable law, regulation or agency interpretation thereof. Further, to the extent that any law, regulation or interpretation thereof makes any provision of this Master Agreement or an Addendum not permissible, such provision shall be automatically amended so as to comply with such law, regulation or interpretation while maintaining to the extent practicable the intended effect of such provision.

Section 4.3 Access to Records. As an independent contractor, in accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. Part 420,

Subpart D § 420.300 et. seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, Provider shall allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to Provider's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement. Provider shall not provide services hereunder through a subcontractor.

ARTICLE 5
MISCELLANEOUS

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

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

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

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

with a copy to: University of Alabama Health Services Foundation, P.C.
 500 22nd Street South, Suite 502
 Birmingham, Alabama 35233
 Attention: Reid F. Jones, Executive Vice President

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

with a copy to: Ophthalmology Services Foundation
 Birmingham, Alabama Attention:

If to Contractor: Attention:
with a copy to: Attention:

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

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

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

Section 4.6 Governing Law. The parties agree that this Master Agreement has been voluntarily entered into by each of them, that the duties of each herein involve interstate commerce, and that notwithstanding the next sentence, the obligations contained in this Master Agreement to arbitrate any disputes shall be governed by, and specifically enforceable under the FAA. Except as set forth in the preceding sentence, this Master Agreement shall be interpreted, construed and enforced according to the laws of the State of Alabama, to the extent such laws are not inconsistent with the FAA.

Section 4.7 Nonbinding Mediation. If a dispute arises out of or relates to this Agreement or any of its Addenda, or the breach thereof,

and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by nonbinding mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation or some other dispute resolution procedure. All nonbinding mediation proceedings shall be conducted in Birmingham, Alabama. Each party shall pay its own legal costs for such proceedings and the parties shall each pay half of the costs of the nonbinding mediation.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Master Agreement and the attached Addenda for Cardiology, Neurology, Rheumatology, ENT, Nephrology, Dermatology, Urology, Ophthalmology and such other services as may be added from time to time hereto on the dates indicated.

JEFFERSON COUNTY

COMMISSION, DB/A COOPER GREEN MERCY

W. D. Carrington, President

THE UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Reid F. Jones, Executive Vice President

OPHTHALMOLOGY SERVICES FOUNDATION, P.C.

Christopher Girkin, MD, President

ADDENDUM 1

To that certain

Master Agreement Between Contractor and
The University of Alabama Health Services Foundation
Cardiology Clinical Services

PURPOSE

Contractor arranges for patient care services at Cooper Green Mercy. Contractor wishes to contract for physician services to staff said clinic so that it can continue to fulfill its charitable mission by providing its citizens quality and continuity of care.

SECTION 1

SERVICES

1.1 Cooper Green Mercy. UAHSF shall provide a Cardiology Physician to staff the Contractor's owned and operated Cooper Green

Mercy. UAHSF shall be responsible for providing or arranging for physicians assigned to provide the services. UAHSF shall have the non-exclusive right and duty to provide Physician staffing at Cooper Green Mercy one half-day clinic session per week for a total of a four (4) hour session. The parties shall work together to determine the schedule for said services.

1.2 Compensation. During the term of this Agreement Cooper Green Mercy shall pay UAHSF at a monthly rate of \$4,997 Dollars based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific malpractice insurance. The monthly rate will be adjusted based upon the time commitment or additional clinic sessions as requested by Cooper Green Mercy and as agreed to by UAHSF to provide services at the designated clinic in an agreement signed by both parties.

SECTION 2

TERM AND TERMINATION

2.1 Term and Termination without Cause. Subject to the termination provisions of this Addendum and the Master Agreement, this Addendum shall have a term beginning February 1, 2013 and ending January 31, 2014.

2.2 Effect of Termination. In the event the Master Agreement or this Addendum is terminated, the obligation of Contractor to pay any compensation to UAHSF shall cease as of the date of termination and any payments due shall be prorated based upon the total number of days on which services were provided but were not yet paid.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addenda #1.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

THE UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Reid F. Jones

Executive Vice President

ADDENDUM 2

To that certain

Master Agreement Between Contractor and
The University of Alabama Health Services Foundation
Neurology Clinical Services

PURPOSE

Contractor arranges for patient care services at Cooper Green Mercy. Contractor wishes to contract for physician services to staff said clinic so that it can continue to fulfill its charitable mission by providing its citizens quality and continuity of care.

SECTION 1

SERVICES

1.1 Cooper Green Mercy. UAHSF shall provide a Neurology Physician to staff the Contractor's owned and operated Cooper Green Mercy. UAHSF shall be responsible for providing or arranging for physicians assigned to provide the services. UAHSF shall have the non-exclusive right and duty to provide physician staffing at Cooper Green Mercy one half-day clinic session per week for a total of a four (4) hour session. The parties shall work together to determine the schedule for said services. UAHSF shall be responsible for providing or arranging for physicians assigned to provide the services.

1.2 Compensation. During the term of this Agreement Cooper Green Mercy shall pay UAHSF at a monthly rate of \$2,751 based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific malpractice insurance. The monthly rate will be adjusted based upon the time commitment or additional clinic sessions as requested by Cooper Green Mercy and as agreed to by UAHSF to provide services at the designated clinic in an agreement signed by both parties.

SECTION 2

TERM AND TERMINATION

2.1 Term and Termination without Cause. Subject to the termination provisions of this Addendum and the Master Agreement, this Addendum shall have a term beginning February 1, 2013 and ending January 31, 2014.

2.2 Effect of Termination. In the event the Master Agreement or this Addendum is terminated, the obligation of Contractor to pay any compensation to UAHSF shall cease as of the date of termination and any payments due shall be prorated based upon the total number of days on which services were provided but were not yet paid.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addenda #2.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

THE UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Reid F. Jones

Executive Vice President

ADDENDUM 3

To that certain

Master Agreement Between Contractor and
The University of Alabama Health Services Foundation
Rheumatology Clinical Services

PURPOSE

Contractor arranges for patient care services at Cooper Green Mercy. Contractor wishes to contract for physician services to staff said clinic so that it can continue to fulfill its charitable mission by providing its citizens quality and continuity of care.

SECTION 1

SERVICES

1.1 Cooper Green Mercy. UAHSF shall provide Rheumatology Physicians to staff the Contractor's owned and operated Cooper Green Mercy. UAHSF shall be responsible for providing or arranging for physicians assigned to provide the services. UAHSF shall have the non-exclusive right and duty to provide Physician staffing at Cooper Green Mercy one half-day clinic session per week for a total of a four (4) hour session. The parties shall work together to determine the schedule for said services.

1.2 Compensation. During the term of this Agreement Cooper Green Mercy shall pay UAHSF at a monthly rate of \$2,613 based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific malpractice insurance. The monthly rate will be adjusted based upon the time commitment or additional clinic sessions requested by Cooper Green Mercy and as agreed to by UAHSF to provide services at the designated clinic in an agreement signed by both parties.

SECTION 2

TERM AND TERMINATION

2.1 Term and Termination without Cause. Subject to the termination provisions of this Addendum and the Master Agreement, this Addendum shall have a term beginning February 1, 2013 and ending January 31, 2014.

2.2 Effect of Termination. In the event the Master Agreement or this Addendum is terminated, the obligation of Contractor to pay any compensation to UAHSF shall cease as of the date of termination and any payments due shall be prorated based upon the total number of days on which services were provided but were not yet paid.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addenda #3.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

THE UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Reid F. Jones

Executive Vice President

ADDENDUM 4

To that certain

Master Agreement Between Contractor and
The University of Alabama Health Services Foundation
ENT Clinical Services

PURPOSE

Contractor arranges for patient care services at Cooper Green Mercy. Contractor wishes to contract for physician services to staff said clinic so that it can continue to fulfill its charitable mission by providing its citizens quality and continuity of care.

SECTION 1

SERVICES

1.1 Cooper Green Mercy. UAHSF shall provide ENT Surgeons to staff the Contractor's owned and operated Cooper Green Mercy. UAHSF shall be responsible for providing or arranging for physicians assigned to provide the services. UAHSF shall have the non-exclusive right and duty to provide Physician staffing at Cooper Green Mercy two (2) days a week for a total of eight (8) hours per session. The parties shall work together to determine the schedule for said services.

1.2 Compensation. During the term of this Agreement Cooper Green Mercy shall pay UAHSF at a monthly rate of \$16,806 based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific malpractice insurance. The

monthly rate will be adjusted based upon the time commitment or the need for additional clinic sessions as requested by Cooper Green Mercy and as agreed to by UAHSF to provide services at the designated clinic in an agreement signed by both parties.

SECTION 2

TERM AND TERMINATION

2.1 Term and Termination without Cause. Subject to the termination provisions of this Addendum and the Master Agreement, this Addendum shall have a term beginning February 1, 2013 and ending January 31, 2014.

2.2 Effect of Termination. In the event the Master Agreement or this Addendum is terminated, the obligation of Contractor to pay any compensation to UAHSF shall cease as of the date of termination and any payments due shall be prorated based upon the total number of days on which services were provided but were not yet paid.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addenda #4.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

THE UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Reid F. Jones

Executive Vice President

ADDENDUM 5

To that certain

Master Agreement Between Contractor and
The University of Alabama Health Services Foundation
Nephrology Clinical Services

PURPOSE

Contractor arranges for patient care services at Cooper Green Mercy. Contractor wishes to contract for physician services to staff said clinic so that it can continue to fulfill its charitable mission by providing its citizens quality and continuity of care.

SECTION 1

SERVICES

1.1 Cooper Green Mercy. UAHSF shall provide Nephrology physicians to staff the Contractor's owned and operated Cooper Green Mercy. UAHSF shall be responsible for providing or arranging for physicians assigned to provide the services. UAHSF shall have the non-exclusive right and duty to provide Physician staffing at Cooper Green Mercy one (1) half-day clinic a week for a total of a four (4) hour session. The parties shall work together to determine the schedule for said services.

1.2 Compensation. During the term of this Agreement Cooper Green Mercy shall pay UAHSF at a monthly rate of \$3,214 based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific malpractice insurance. The monthly rate will be adjusted based upon the time commitment or additional clinic sessions as requested by Cooper Green Mercy and as agreed to by UAHSF to provide services at the designated clinic in an agreement signed by both parties.

SECTION 2

TERM AND TERMINATION

2.1 Term and Termination without Cause. Subject to the termination provisions of this Addendum and the Master Agreement, this Addendum shall have a term beginning February 1, 2013 and ending January 31, 2014.

2.2 Effect of Termination. In the event the Master Agreement or this Addendum is terminated, the obligation of Contractor to pay any compensation to UAHSF shall cease as of the date of termination and any payments due shall be prorated based upon the total number of days on which services were provided but were not yet paid.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addenda #5.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

THE UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Reid F. Jones

Executive Vice President

ADDENDUM 6

To that certain

Master Agreement Between Contractor and

The University of Alabama Health Services Foundation

Dermatology Clinical Services

PURPOSE

Contractor arranges for patient care services at Cooper Green Mercy. Contractor wishes to contract for physician services to staff said clinic so that it can continue to fulfill its charitable mission by providing its citizens quality and continuity of care.

SECTION 1

SERVICES

1.1 Cooper Green Mercy. UAHSF shall provide Dermatology physicians to staff the Contractor's owned and operated Cooper Green Mercy. UAHSF shall be responsible for providing or arranging for physicians assigned to provide the services. UAHSF shall have the non-exclusive right and duty to provide Physician staffing at Cooper Green Mercy two (2) half-day clinics a week for a total of a four (4) hours per session. The parties shall work together to determine the schedule for said services.

1.2 Compensation. During the term of this Agreement Cooper Green Mercy shall pay UAHSF at a monthly rate of \$9,039 based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific malpractice insurance. The monthly rate will be adjusted based upon the time commitment or the need for additional clinic sessions as requested by Cooper Green Mercy and as agreed to by UAHSF to provide services at the designated clinic in an agreement signed by both parties.

SECTION 2

TERM AND TERMINATION

2.1 Term and Termination without Cause. Subject to the termination provisions of this Addendum and the Master Agreement, this Addendum shall have a term beginning February 1, 2013 and ending January 31, 2014.

2.2 Effect of Termination. In the event the Master Agreement or this Addendum is terminated, the obligation of Contractor to pay any compensation to UAHSF shall cease as of the date of termination and any payments due shall be prorated based upon the total number of days on which services were provided but were not yet paid.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addenda #6.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

THE UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Reid F. Jones

Executive Vice President

ADDENDUM 7

To that certain

Master Agreement Between Contractor and
The University of Alabama Health Services Foundation
Urology Clinical Services

PURPOSE

Contractor arranges for patient care services at Cooper Green Mercy. Contractor wishes to contract for physician services to staff said clinic so that it can continue to fulfill its charitable mission by providing its citizens quality and continuity of care.

SECTION 1

SERVICES

1.1 Cooper Green Mercy. UAHSF shall provide Urology surgeons to staff the Contractor's owned and operated Cooper Green Mercy. UAHSF shall be responsible for providing or arranging for physicians assigned to provide the services. UAHSF shall have the non-exclusive right and duty to provide surgeon staffing at Cooper Green Mercy one (1) clinic day per week for a total of eight (8) hours per session. The parties shall work together to determine the schedule for said services. While at Cooper Green Mercy, the assigned Urology clinician will see all male & female Urologic patients from referral sources within the Cooper Green System for both male & female incontinence, neurogenic bladder and uro-gynecologic problems such as pelvic organ prolapse, urethral diverticuli, vesico-vaginal fistula and urethral vaginal fistula.

1.2 Compensation. During the term of this Agreement Cooper Green Mercy shall pay UAHSF at a monthly rate of \$8,978 based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific malpractice insurance. The monthly rate will be adjusted based upon the time commitment or additional clinic sessions as requested by Cooper Green Mercy and as agreed to by UAHSF to provide services at the designated clinic in an agreement signed by both parties.

SECTION 2

TERM AND TERMINATION

2.1 Term and Termination without Cause. Subject to the termination provisions of this Addendum and the Master Agreement, this Addendum shall have a term beginning February 1, 2013 and ending January 31, 2014.

2.2 Effect of Termination. In the event the Master Agreement or this Addendum is terminated, the obligation of Contractor to pay any compensation to UAHSF shall cease as of the date of termination and any payments due shall be prorated based upon the total number of days on which services were provided but were not yet paid.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addenda #7.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

THE UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Reid F. Jones

Executive Vice President

ADDENDUM 8

To that certain

Master Agreement Between Contractor and
The Ophthalmology Services Foundation, P. C. (OSF)
Ophthalmology Clinical Services

PURPOSE

Contractor arranges for patient care services at Cooper Green Mercy. Contractor wishes to contract for physician services to staff said clinic so that it can continue to fulfill its charitable mission by providing its citizens quality and continuity of care.

SECTION 1

SERVICES

1.1 Cooper Green Mercy. OSF shall provide an ophthalmology resident's clinic to staff the Contractor's owned and operated Cooper Green Mercy. OSF shall be responsible for providing or arranging for physicians assigned to provide said services. OSF shall have the non-exclusive right and duty to provide resident staffing at Cooper Green Mercy five (5) days per week for a total of five (5) eight (8) hour sessions. The parties shall work together to determine the schedule for said services.

1.2 Compensation. During the term of this Agreement Cooper Green Mercy shall pay OSF at a monthly rate of \$12,487 for resident supervision services based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific malpractice insurance. The monthly rate will be adjusted based upon the time commitment or additional clinic sessions requested by Cooper Green Mercy and as agreed to by UAOSF to provide services at the designated clinic in an agreement signed by both parties.

SECTION 2

TERM AND TERMINATION

2.1 Term and Termination without Cause. Subject to the termination provisions of this Addendum and the Master Agreement, this Addendum shall have a term beginning February 1, 2013 and ending January 31, 2014. Thereafter, this Addendum shall automatically renew for successive one (1) year terms, unless either party shall give the other party written notice of termination at least one hundred eighty (180) days in advance, or unless this Addendum is otherwise terminated in accordance with the provisions of the Master Agreement.

2.2 Effect of Termination. In the event the Master Agreement or this Addendum is terminated, the obligation of Contractor to pay any compensation to OSF shall cease as of the date of termination and any payments due shall be prorated based upon the total number of days on which services were provided but were not yet paid.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addenda #8.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

OPHTHALMOLOGY SERVICES FOUNDATION, P. C.

Christopher Girkin, President

Jan-31-2013-81

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement

between Jefferson County, Alabama and MedPath, LLC and Dr. Martin D. Palmer, M.D. to provide laboratory services and to engage a Laboratory Medical Director for a period of one year beginning February 1, 2013 in the amount of \$60,000.

PHYSICIAN SERVICES AGREEMENT

This Laboratory Medical Director Services Agreement ("Agreement") is entered into effective February 1, 2013 by and between Jefferson County, Alabama (the "County"), and Medpath Inc ("Medpath") and Martin D. Palmer, M.D. ("Laboratory Medical Director").

RECITALS

WHEREAS, the County provides laboratory services to patients of the County's outpatient clinics and wishes to engage Laboratory Medical Director as a consultant and independent contractor to support the provision of the County's laboratory services;

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

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

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

1. DUTIES AND OBLIGATIONS OF LABORATORY MEDICAL DIRECTOR

1.1. Services. Laboratory Medical Director shall perform the duties and responsibilities customary for a medical director of a laboratory of comparable size, including by way of example, those duties set forth in Exhibit A. Laboratory Medical Director shall perform all such duties and responsibilities ("Laboratory Medical Director Services") in accordance with accepted professional standards, all applicable federal, state, and local laws and regulations, County policies, and JCAHO standards (if County maintains or seeks JCAHO accreditation), as the same may be revised from time to time.

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

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

1.4. Hours. The parties estimate that, on average, Laboratory Medical Director's duties hereunder will require a maximum of 50 hours per month to perform.

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

1.6. Any provision in this Agreement to the contrary notwithstanding, Laboratory Medical Director ("LMD") may:

1. Independently contract, through Medpath, with other pathologists to assist LMD in the performance of his duties and obligations hereunder. Any such other pathologist(s) must individually comply with the requirements for LMD recited in Paragraph 1, Sections 1.1, 1.2, 1.3 and 1.5 of this Agreement.

2. Invoice Jefferson County through Medpath for services rendered by LMD pursuant to this Agreement.

2. DUTIES AND OBLIGATIONS OF COUNTY

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

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

3. COMPENSATION

3.1. Compensation. County shall pay to Laboratory Medical Director for the services rendered pursuant to this Agreement the amount of \$100.00 per hour. The compensation provisions of this Agreement may not be altered or modified except at the end of the Initial Term or any Renewal Term or by mutual consent of both parties. Laboratory Medical Director shall provide invoices by the 5th of each month as set forth in Exhibit B for services provided along with a monthly schedule to be developed with the County Laboratory Manager as set forth in Exhibit C. The County shall make payment no later than the 20th of each month.

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

4. TERM AND TERMINATION

4.1. Term of Agreement. The initial term of this Agreement shall be one (1) year, commencing on the date first written above (the "Initial Term"). This Agreement shall automatically renew for additional one year terms (each a "Renewal Term") unless either party provides written notice to the other party of its intent not to renew the Agreement at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.

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

4.3. Termination for Cause. County may terminate this Agreement for cause upon breach of the Agreement, which shall include but not be limited to the occurrence of any of the following events, by providing the Laboratory Medical Director with written notice of such breach. This Agreement shall terminate as set forth in such notice unless the Laboratory Medical Director cures the breach to the County's satisfaction within ten (10) days of Laboratory Medical Director's receipt of the notice of breach. The occurrence of any of the events forming the basis for termination shall be determined solely in the County's discretion.

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

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

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

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

5. MISCELLANEOUS

5.1 Independent Contractor. The parties intend that Laboratory Medical Director shall be an independent contractor in all things relevant to this Agreement and the performance hereunder. County shall not withhold or in any way be responsible for the payment of any

federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of Laboratory Medical Director. All such payments, withholdings, and benefits are the responsibility of Laboratory Medical Director, and Laboratory Medical Director shall indemnify and hold harmless County from any and all loss or liability arising with respect to such payments, withholdings and benefits.

5.2. Laboratory Medical Director's Financial Relationships. Laboratory Medical Director represents and warrants that neither Laboratory Medical Director nor an immediate family member of Laboratory Medical Director has a financial relationship with any entity not a party to this Agreement that provides to the County any "Designated Health Services" which Medical Director shall indemnify and hold harmless County from any and all loss or liability arising with respect to such payments, withholdings and benefits.

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

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

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

5.5. Assignment and Subcontracting. This Agreement cannot be assigned by either party without the express written consent of the other party, except, however, that County may assign this Agreement to a related entity without obtaining Laboratory Medical Director's consent and such assignment by County to a related entity shall be automatic in the event of a restructuring that results in the transfer of the ownership or operations of County's laboratory to such related entity. Laboratory Medical Director may not subcontract or otherwise arrange for another individual or entity to perform his duties under this Agreement unless approved by County.

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

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

If to Laboratory Medical Director: Martin D. Palmer, M.D.
3105 Sterling Road
Birmingham, AL 35213

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

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

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

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

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

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

5.11. Governing Law. The parties agree that this Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

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

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

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

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

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

5.17. Confidentiality and Disclosure of Patient Information. The Laboratory Medical Director acknowledges that in the course of providing the services called for by this Agreement he may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). As set forth in 45 C.F.R. 164.504(e), the Laboratory Medical Director may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of the County laboratory, or (iii) to carry out the legal responsibilities of the County. If the Laboratory Medical Director discloses this PHI to another person or entity, the Laboratory Medical Director must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify the County of any instances of which it is aware in which the confidentiality of the PHI has been breached. Laboratory Medical Director will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to the County any use or disclosure of PHI not provided for by this Agreement of which Laboratory Medical Director becomes aware; (d) indemnify and hold

harmless the County from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by the Laboratory Medical Director of any PHI other than as permitted by this Agreement; (e) make available PHI in accordance with 45 C.F.R. §164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Laboratory Medical Director on behalf of the County available to the Secretary of Health and Human Services and the County for purposes of determining compliance with 45 C.F.R. §§ 164.500 - .534; (i) ensure that any agents, including subcontractors, to whom the Laboratory Medical Director provides PHI received from, or created or received by the Laboratory Medical Director on behalf of the County agree to the same restrictions and conditions that apply to the County with respect to such PHI; and (j) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by the Laboratory Medical Director on behalf of the County that the Laboratory Medical Director maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Laboratory Medical Director will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. Any breach of this section of the Agreement shall permit the County to terminate this Agreement immediately, upon written notice to the Medical Director. The obligations of this Section 5.17 shall survive the termination of this Agreement.

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

5.19. County Funds Paid. The County and Laboratory Medical Director certify by the execution of this Agreement that no part of the funds paid by the County and or the State of Alabama pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Laboratory Medical Director nor any of either's officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination Laboratory Medical Director shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

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

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

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

MEDPATH Inc.

Martin D. Palmer, M.D

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

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

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

Jan-31-2013-82

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Delbert Hahn, M.D. to provide radiology provider services for a period of one year beginning February 1, 2013 in the amount of \$120,000. (Exhibits on file in the Minute Clerk's office)

PHYSICIAN SERVICES AGREEMENT

This Radiology Provider Services Agreement ("Agreement") is entered into effective February 1, 2013 by and between Jefferson County, Alabama (the "County"), and Delbert H. Hahn, M.D, PC ("Radiology Provider").

RECITALS

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

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

WHEREAS, the County and Radiology Provider wish to enter into this Agreement for the provision of services contemplated hereunder.

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

1. DUTIES AND OBLIGATIONS OF RADIOLOGY PROVIDER

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

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

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

1.4. Hours. The parties estimate that, on average, radiology provider duties hereunder will require a maximum of SO hours per month to perform.

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

2. DUTIES AND OBLIGATIONS OF COUNTY

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

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

3. COMPENSATION

3.1. Compensation. County shall pay to Radiology Provider for the services rendered pursuant to this Agreement the amount of \$10,000 per

month; In the event of more modalities like CT, MRI etc; the rate would be renegotiated. The compensation provisions of this Agreement may not be altered or modified except at the end of the Initial Term or any Renewal Term or by mutual consent of both parties. Radiology Provider shall provide invoices by the 5th of each month as set forth in Exhibit B for services provided along with a monthly schedule to be developed with the County Radiology Manager as set forth in Exhibit C. The County shall make payment no later than the 15th of each month.

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

4. TERM AND TERMINATION

4.1. Term of Agreement. The initial term of this Agreement shall be one (1) year, commencing on the date first written above (the "Initial Term"). This Agreement shall automatically renew for additional one year terms (each a "Renewal Term") unless either party provides written notice to the other party of its intent not to renew the Agreement at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.

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

4.3. Termination for Cause. County may terminate this Agreement for cause upon breach of the Agreement, which shall include but not be limited to the occurrence of any of the following events, by providing the Radiology Provider with written notice of such breach. This Agreement shall terminate as set forth in such notice unless the Radiology Provider cures the breach to the County's satisfaction within ten (10) days of radiology provider's receipt of the notice of breach. The occurrence of any of the events forming the basis for termination shall be determined solely in the County's discretion.

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

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

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

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

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

5. MISCELLANEOUS

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

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

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

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

5.5. Assignment and Subcontracting. This Agreement cannot be assigned by either party without the express written consent of the other party, except, however, that County may assign this Agreement to a related entity without obtaining Radiology Provider consent and such assignment by County to a related entity shall be automatic in the event of a restructuring that results in the transfer of the ownership or operations of County's radiology department to such related entity. Radiology Provider may not subcontract or otherwise arrange for an individual or entity to perform his duties under this Agreement unless approved by County.

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

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

If to Radiology Provider: Delbert H. Hahn, M.D., PC
4134 Ternview Road
Vestavia, Alabama 35242

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

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

Birmingham, AL 35203

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

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

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

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

5.11. Governing Law. The parties agree that this Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

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

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

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

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

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

5.17. Confidentiality and Disclosure of Patient Information. The Radiology Provider acknowledges that in the course of providing the services called for by this Agreement he may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). As set forth in 45 C.F.R. 164.504(e), the Radiology Provider may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of the County radiology department, or (iii) to carry out the legal responsibilities of the County. If the Radiology Provider discloses this PHI to another person or entity, the Radiology Provider must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify the County of any instances of which it is aware in which the confidentiality of the PHI has been breached. Radiology Provider will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to the County any use or disclosure of PHI not provided for by this Agreement of which Radiology Provider becomes aware; (d) indemnify and hold harmless the County from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by the Radiology Provider of any PHI other than as permitted by this Agreement; (e) make

available PHI in accordance with 45 C.F.R. § 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Radiology Provider on behalf of the County available to the Secretary of Health and Human Services and the County for purposes of determining compliance with 45 C.F.R. §§ 164.500 - .534; (i) ensure that any agents, including subcontractors, to whom the Radiology Provider provides PHI received from, or created or received by the Radiology Provider on behalf of the County agree to the same restrictions and conditions that apply to the County with respect to such PHI; and (j) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PM received from, or created or received by the Radiology Provider on behalf of the County that the Radiology Provider maintains in any form, and retain no copies of such PHI, or if such destruction is not feasible, the Radiology Provider will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. Any breach of this section of the Agreement shall permit the County to terminate this Agreement immediately, upon written notice to the Radiology provider. The obligations of this Section 5.17 shall survive the termination of this Agreement.

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

5.19. County Funds Paid. The County and Radiology Provider certify by the execution of this Agreement that no part of the funds paid by the County and or the State of Alabama pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Radiology Provider nor any of either's officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination Radiology Provider shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

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

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

5.22 Interpretation. Whenever in this agreement the term "Radiology Provider" is being used and the context clearly indicates that an individual is being referred to the term shall mean Delbert Hahn, M.D., the natural person. The foregoing shall not be construed to alter in any way the fact that this is an agreement between the County and Delbert H. Hahn, M.D., PC.

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

DELBERT H. HAHN, M.D, PC

4134 TERNVIEW ROAD

VESTAVIA, ALABAMA 35242

Delbert H. Hahn, M.D., its President
JEFFERSON COUNTY, ALABAMA:
W. D. Carrington, President

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

Jan-31-2013-83

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Staff Care, Inc. to provide radiology interpretations of all mammograms and breast ultrasounds for a period of one year in the amount of \$211,200. (Exhibits on file in the Minute Clerk's office)

AGREEMENT FOR LOCUM TENENS COVERAGE

This AGREEMENT ("AGREEMENT") is executed on 01/10/2013 (the "EFFECTIVE DATE") by and between Staff Care, Inc. ("AGENCY") and Jefferson County, Alabama ("CLIENT") for the purpose of AGENCY arranging for locum tenens provider(s) ("PROVIDERS") to CLIENT for the times and rates specified in one or more service orders substantially in the form of Exhibit A ("ORDERS") issued hereunder and incorporated herein by reference. For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. DUTIES OF AGENCY. AGENCY shall:

- A.1 Use best efforts to identify PROVIDERS acceptable to CLIENT.
- A.2 Screen and obtain references for identified PROVIDERS, including verification of licensure.
- A.3 Arrange a complete travel and accommodation itinerary for PROVIDERS in coordination with CLIENT.
- A.4 Arrange malpractice insurance coverage for PROVIDERS through AGENCY'S insurance carrier.
- A.5 Pay PROVIDERS on behalf of CLIENT for services rendered and at rates agreed to by CLIENT and PROVIDER, as facilitated by AGENCY.

B. DUTIES OF CLIENT. CLIENT shall:

- B.1 Supply PROVIDERS, according to the required specialty, with (i) a reasonable coverage schedule, (ii) reasonably maintained, usual and customary equipment and supplies, (iii) a suitable practice environment complying with acceptable ethical and procedural standards, (iv) appropriately trained support staff, as necessary, and (v) any other customary support, in each case to enable PROVIDER to perform medical services in PROVIDER'S specialty on comparable terms to other practitioners in the same specialty at CLIENT's facility.
- B.2 Determine with PROVIDER, as facilitated by AGENCY, PROVIDER'S fees, coverage assignments, schedule, number of hours provided, number of patients served and all other requirements related to the performance of professional services by PROVIDER in accordance with the terms set forth in the applicable ORDER.
- B.3 Bill for, collect and retain all professional fees generated by services rendered by PROVIDER.
- B.4 Notify AGENCY within 48 hours of a PROVIDER'S presentation to CLIENT whether it shall accept or decline the services of PROVIDER.
- B.5 Reimburse AGENCY for all applicable costs of travel and housing en route or on assignment related to PROVIDER's assignment, including without limitation, airfare, local transportation, lodging and meals.
- B.6 Establish and pay for all fees associated with hospital privileges for PROVIDER.
- B.7 Pay AGENCY the fees and expenses specified in the ORDERS for PROVIDERS. CLIENT shall reimburse AGENCY for the actual amount of any applicable state or local sales, gross or similar tax imposed on fees paid to AGENCY by CLIENT for PROVIDER coverage. Payment of invoices is due thirty days from date of invoice. Any invoice that is greater than 30 days past due shall bear interest at the rate of one and onehalf percent per month. CLIENT shall pay AGENCY all collection costs and expenses incurred by AGENCY to enforce this AGREEMENT, including but not limited to attorneys fees, collection agency fees and all related costs and expenses.
- B.8 Provide to PROVIDER an orientation of CLIENT's facility and required policies and procedures.
- B.9 Promptly (and in no event more than 30 days after CLIENT knew or reasonably should have known of such claim) provide AGENCY written notice if there are any occupational safety hazards or events involving PROVIDER, or there is any sentinel event or actual or threatened claim arising out of or relating to PROVIDER.

C. REASSIGNMENT AND CANCELLATION.

- C.1 CLIENT shall not utilize, nor shall it permit any CLIENT AFFILIATE to utilize, any professional services of any kind of a

PRESENTED PROVIDER, whether as an employee, independent contractor, consultant or otherwise (and whether directly or through another locum tenens vendor and whether in the same position as that contemplated during the presentation or for another position) during the period beginning on the EFFECTIVE DATE and ending on the date that is the later of (a) one year after the date of the presentation of PRESENTED PROVIDER and (b) one year after the date on which PROVIDER ceases to provide services to CLIENT hereunder (the "EXCLUSIVITY PERIOD"), except in accordance with the following provisions:

(A) CLIENT or a CLIENT AFFILIATE may permanently employ or engage PRESENTED PROVIDER after completion of any existing assignment upon satisfaction of the following three conditions: (I) CLIENT provides AGENCY at least five days prior written notice of the employment or engagement of PRESENTED PROVIDER, (ii) CLIENT has paid in full of all outstanding invoices due under this Agreement and (iii) CLIENT pays AGENCY the reassignment fee ("FEE") set forth in the applicable ORDER. If CLIENT fails to provide the requisite notice or has not paid the FEE, then all hours worked by PRESENTED PROVIDER for CLIENT or CLIENT AFFILIATE shall be billed by AGENCY and paid for by CLIENT as locum tenens services in accordance with the latest confirmation letter for the PRESENTED PROVIDER until CLIENT has notified AGENCY and has paid all outstanding invoices under this AGREEMENT, including the FEE.

(B) CLIENT or a CLIENT AFFILIATE may directly engage PRESENTED PROVIDER for locum tenens services if all of the following conditions have been met: (i) PRESENTED PROVIDER has worked one or more assignments for CLIENT through AGENCY covering more than 480 hours of professional services (excluding call hours; (ii) at least one year has elapsed since the date of this AGREEMENT; (iii) CLIENT provides five business days prior written notice and (iv) CLIENT pay AGENCY the FEE.

For the avoidance of doubt, CLIENT may not utilize any professional services of a PRESENTED PROVIDER through another locum tenens company or any other similar type entity that offers locum tenens services during the EXCLUSIVITY PERIOD without the prior written consent of AGENCY. CLIENT shall promptly notify AGENCY in writing of the name of any entity that attempts to place a PRESENTED PROVIDER with CLIENT or a CLIENT AFFILIATE during the EXCLUSIVITY PERIOD and shall cooperate with AGENCY to establish with such entity that AGENCY was solely responsible for the introduction of the PRESENTED PROVIDER to CLIENT or CLIENT AFFILIATE, as applicable. For purposes of this Section C, (1) a "PRESENTED PROVIDER" means a PROVIDER whose curriculum vitae or services was presented to CLIENT by AGENCY before or during the term of this AGREEMENT other than a PROVIDER in respect of whom CLIENT has notified AGENCY in writing within 48 hours of such introduction of CLIENT'S prior knowledge of PROVIDER'S availability, it being understood that AGENCY shall be deemed to be solely responsible for the introduction to CLIENT of any PROVIDER satisfying the definition of PRESENTED PROVIDER and (II) a "CLIENT AFFILIATE" means (A) any person, entity or organization that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control, with, CLIENT (and including, without limitation, any person or entity that has an equity interest in CLIENT), and (B) if CLIENT is a physician practice group or similar entity, any person, entity or organization at which or for whom CLIENT provides professional services, such as a hospital (a "THIRD PARTY AFFILIATE") and (C) any person, entity or organization with whom CLIENT had a business relationship and with whom CLIENT shared or distributed credentials or the curriculum vitae or made known the availability of a PRESENTED PROVIDER without the prior written authorization of AGENCY. CLIENT shall not be obligated to pay the FEE if without CLIENT'S knowledge or consent, a THIRD PARTY AFFILIATE engages directly with a PRESENTED PROVIDER to provide locum tenens services or otherwise employs PRESENTED PROVIDER. CLIENT shall not in a way, whether directly or indirectly, encourage a THIRD PARTY AFFILIATE to employ or otherwise utilize a PRESENTED PROVIDER directly.

C.2 CLIENT shall not (A) discuss the fee structure set forth in the ORDER with third parties; (B) share or distribute credentials or the curriculum vitae or the name or make known the availability of any PRESENTED PROVIDER with or to any third party, in each case without the prior written consent of AGENCY; and (C) CLIENT shall not attempt to enter into an engagement with a PRESENTED PROVIDER without informing AGENCY and in no event in an attempt to circumvent the payment of the REASSIGNMENT FEE or other amounts that AGENCY would otherwise be entitled to collect. CLIENT acknowledges and understands that the insurance arranged by AGENCY under Section A.4 for a PROVIDER on an assignment with CLIENT shall not apply to any professional services of PROVIDER outside of a contemplated assignment with AGENCY.

C.3 This AGREEMENT shall commence on the EFFECTIVE DATE and continue for one year (the "INITIAL TERM"), unless terminated earlier as provided herein. At the end of the INITIAL TERM, this AGREEMENT shall automatically extend for additional one year terms. Notwithstanding the foregoing, AGENCY may terminate this AGREEMENT in writing at any time upon 30 days prior written notice. If such termination results from CLIENT'S misrepresentations herein or in an ORDER or from CLIENT'S breach of any obligations, including failure to pay an invoice when due, no prior notice shall be required. CLIENT may terminate this AGREEMENT or the services of any scheduled PROVIDER under an ORDER by providing written notice to AGENCY. Such termination shall be effective 30 days after AGENCY'S actual receipt of such written notice. For the avoidance of doubt, CLIENT shall be invoiced in accordance with this AGREEMENT and any outstanding ORDERS for all scheduled time of PROVIDERS through the effective date of termination. Upon termination, CLIENT shall promptly pay all fees and expenses that are due and owing to AGENCY and PROVIDERS.

C.4 If during any assignments or placements hereunder, CLIENT does not reasonably find the performance of PROVIDER to be appropriate, CLIENT shall provide written notice of such determination to AGENCY, and AGENCY shall attempt to replace such PROVIDER. CLIENT shall be solely responsible for terminating PROVIDER due to a PROVIDER'S poor performance, including, but not limited to intentional or unintentional dereliction of duties, negligence, or loss of hospital privileges, as determined by CLIENT in its sole discretion. CLIENT may request that AGENCY, on CLIENT'S behalf, deliver a notice of termination to PROVIDER. AGENCY shall not have the unilateral right or authority to terminate a PROVIDER'S assignment. CLIENT shall pay AGENCY and PROVIDER, as applicable, for amounts due and owing under the applicable ORDER through the date of CLIENTS termination of PROVIDER'S assignment. If CLIENT terminates PROVIDER (or refuses to use a PROVIDER) as a result of any background check, drug test or other screening procedure conducted on PROVIDER by CLIENT, CLIENT shall provide AGENCY with the results of such screenings unless otherwise prohibited by applicable law.

D. GENERAL PROVISIONS.

D.1 CLIENT shall exercise independent judgment of the professional qualifications of PROVIDERS and whether they meet the requirements of their assignments. CLIENT shall assign PROVIDERS only to areas of practice within their clinical competence.

D.2 AGENCY is not licensed to practice medicine and shall have no control as to the means or the quality of medical services furnished by any PROVIDER, nor shall AGENCY have any right or responsibility for making any determinations regarding PROVIDER'S professional service assignments, schedule or practice. AGENCY shall have no liability for any injury or any loss to any party relating to or in any way arising out of PROVIDER'S professional services at or on behalf of CLIENT.

D.3 Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge its currently practicing staff (to include for AGENCY its PROVIDERS and for CLIENT its physicians and applicable healthcare staff, hereinafter collectively "STAFF"), are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. If an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this AGREEMENT. It is understood and agreed by the parties that the ability to verify if any STAFF are currently debarred is dependent upon the accuracy of the information contained on the OIG and GSA lists of excluded persons and the representations of each individual STAFF member.

D.4 CLIENT acknowledges that neither AGENCY nor any of its employees is engaged in any fashion in the practice of medicine.

D.5 CLIENT acknowledges that (a) PROVIDER is not an employee, subcontractor or agent of AGENCY, (b) the relationship of PROVIDER to AGENCY is that of an independent contractor, (c) all payments made by AGENCY to PROVIDER hereunder are made on behalf of CLIENT, and (d) AGENCY acts only as a placement agency. The parties acknowledge that a reimbursement arrangement exists between the parties with respect to housing and meals. The reimbursement amount is included in the fee paid for services by Client, and for which AGENCY will provide substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.

D.6 CLIENT shall not seek to terminate a PROVIDER'S placement, nor shall it refuse a PROVIDER'S services, for a discriminatory reason, including PROVIDER'S race, sex, national origin, religion, age, disability, marital status, veteran status, or any other protected classification.

D.7 CLIENT shall not use any information provided to it by AGENCY regarding PROVIDER in an unlawful manner or for any unlawful purpose.

D.8 Each party shall keep confidential all CONFIDENTIAL INFORMATION of the other party ("owning party"), and shall not use or disclose such CONFIDENTIAL INFORMATION either during or at any time after the term of this AGREEMENT, without owning party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "CONFIDENTIAL INFORMATION" means non-public information about either party or its employees or agents that is disclosed or becomes known to the other party as a consequence of or through its activities under this AGREEMENT, including, but not limited to, matters of a business nature, such as PROVIDER and prospective PROVIDER names and information, bill rates and the terms of this AGREEMENT, requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature, and the financial information described in Section D.9. CLIENT agrees to use appropriate security measures to protect AGENCY employees', clients', and/or PROVIDERS' personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

D.9 If CLIENT is past due on any invoice by 45 days or more, it shall upon request of AGENCY promptly provide its financial statements (including its balance sheet, income statement and statement of cash flows) for its most recent completed fiscal year and for all interim periods since such fiscal year (collectively "FINANCIAL STATEMENTS") to AGENCY. In lieu thereof, CLIENT may immediately bring its account current. As set forth above, invoices are due thirty days from date of invoice. Additionally, if at any time CLIENT has an account receivable

balance of \$500,000 or greater, at AGENCY'S request (but no more frequent than quarterly), CLIENT shall promptly provide AGENCY CLIENT'S FINANCIAL STATEMENTS and such other financial information as may be reasonably requested. CLIENT'S failure to comply with this Section D.9 shall be a material breach of this AGREEMENT.

D.10 Agency shall not use subcontractors to fulfill its obligations to attempt to locate Providers acceptable to Client without Client's prior consent, which shall not be unreasonably withheld, delayed or conditioned.

D.11 This AGREEMENT may be amended, modified, or waived only by a writing acknowledged by the parties. If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law, and all other provisions shall continue in full force. AGENCY's failure to require performance of any provision shall not affect its right to require performance at any time thereafter, nor shall AGENCY's waiver of any breach or default of this AGREEMENT constitute a waiver of any subsequent breach or default.

D.12 This AGREEMENT shall be governed in accordance with the laws of the State of Alabama. Any dispute arising out of this AGREEMENT shall be decided by a court of competent jurisdiction in The Birmingham Division of the Circuit Court for Jefferson County, Alabama. This AGREEMENT is deemed accepted by CLIENT in Texas.

D.13 CLIENT represents and warrants to AGENCY that (a) CLIENT'S name in the introductory paragraph hereof is its true, correct and complete legal name; and (b) the person executing this AGREEMENT and any amendment has been or will be fully authorized to do so on behalf of and as a binding act of CLIENT.

(sic)

D.15 Sections B.8, C. 1 and C.2 and all of Section D shall survive the expiration or cancellation of this AGREEMENT. This AGREEMENT shall be binding upon and inure to the benefit of AGENCY and CLIENT and their respective successors or assigns.

D.16 The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to AGENCY or PROVIDER to refer any patients to, or order any goods or services from the CLIENT. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in a manner which violates the federal Antikickback Statute, the Criminal and Civil False Claims Act, the federal Self-Referral Statute, federal law, or regulation relating to criminal mail, wire fraud, health care fraud, or any other federal, state or local law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.

D.17 No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any right, power or privilege hereunder be construed as a waiver at any subsequent time of the same or another right, power or privilege.

D.18 Each party shall inform the other of any arrangements which may present a conflict of interest or materially interfere in such party's performance of its duties under this Agreement. In the event a party pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to materially interfere with) such party's performance under this Agreement, the other party may exercise its rights and privileges.

D. 19 As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party to this Agreement shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to six (6) years after the rendering of such services. If any party hereto carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the CLIENT, its representatives, AGENCY, PROVIDER or representatives of any of them by virtue of this Agreement.

D.20 In the event any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which requires a material change in the manner of a party's operations under this Agreement, then, upon the request of a party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

D. 21 The parties each acknowledge that in the course of providing the services called for by this Agreement they may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). As set forth in 45 C.F.R. 164.504(e), the AGENCY and PROVIDER may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of the AGENCY or CLIENT, or (iii) to carry out the legal responsibilities of the AGENCY or CLIENT. If the AGENCY or PROVIDER discloses this PHI to another person or entity, the AGENCY and PROVIDER must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify the CLIENT of any instances of which it is aware in which the confidentiality of the PHI has been breached. AGENCY and CLIENT will (a) not use or further

disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to the CLIENT any use or disclosure of PHI not provided for by this Agreement of which AGENCY or PROVIDER become aware; (d) indemnify and hold harmless the CLIENT from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by the AGENCY or PROVIDER of any PHI other than as permitted by this Agreement; (e) make available PHI in accordance with 45 C.F.R. § 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by AGENCY or PROVIDER on behalf of the CLIENT available to the Secretary of Health and Human Services and the CLIENT for purposes of determining compliance with 45 C.F.R. §§ 164.500 - .534; (i) ensure that any agents, including subcontractors, to whom the AGENCY or PROVIDER provide PHI received from, or created or received by the AGENCY or PROVIDER on behalf of the CLIENT agree to the same restrictions and conditions that apply to the CLIENT with respect to such PHI; and (j) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by the AGENCY or PROVIDER on behalf of the CLIENT that the AGENCY or PROVIDER maintain in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the AGENCY and PROVIDER will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. Any breach of this section of the Agreement shall permit the CLIENT to terminate this Agreement immediately, upon written notice to the AGENCY. The obligations of this Section D.21 shall survive the termination of this Agreement.

D.22 The CLIENT is strongly committed to equal opportunity and it encourages contractors to share this commitment. The AGENCY and PROVIDER agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, or disability.

D.23 The CLIENT and AGENCY certify by the execution of this Agreement that no part of the funds paid by the CLIENT and or the State of Alabama pursuant to this Agreement, nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds, shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever, or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the AGENCY nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the CLIENT or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination AGENCY shall immediately refund to CLIENT all amounts paid by CLIENT pursuant to this Agreement.

D.24 The AGENCY declares that, as of the effective date of this Agreement, neither the CLIENT, nor any of the CLIENT's employees nor any Director nor any other Government Official is directly or indirectly interested in this Agreement or any Agreement with AGENCY for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the AGENCY pledges that it will notify CLIENT's Purchasing Manager in writing should it come to its knowledge that any such official becomes either directly or indirectly interested in the Agreement or any Agreement with the AGENCY for which compensation will be sought during the aforesaid period. In addition, the AGENCY declares that, as of the date of this Agreement, neither AGENCY nor any of its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CLIENT, or to anyone else for the CLIENT's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the CLIENT under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the AGENCY nor any of its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CLIENT, or to anyone else for the benefit of the CLIENT, its officials, or employees' benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other agreement with the CLIENT for which compensation will be claimed during the period of time this Agreement is being performed.

D.25 By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, this AGREEMENT is executed effective as of the EFFECTIVE DATE.

STAFF CARE, INC.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

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

Agreement with Administrative Office of Courts was carried over.

Jan-31-2013-84

WHEREAS, G. Lamar Smith desires to serve as an at-large member on the Jefferson County Economic and Industrial Development Board.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of G. Lamar Smith to serve on the Jefferson County Economic and Industrial Development Board, effective upon approval and ending October 31, 2015, be and hereby is approved.

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

Jan-31-2013-85

BE IT RESOLVED by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Five Thousand & 00/100 Dollars (\$5,000.00) from the 2010 Unprogrammed Funds budget to the 2010 Brookside Water budget.

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

Jan-31-2013-86

WHEREAS, Jefferson County owns a property funded by the HOME Program; and

WHEREAS, said parcel is located at 782 Lannie Bonner Circle, Birmingham, Alabama 35224 and legally described as Lot 62 according to the Map of Edgewater Oaks, as recorded in Map Book 36 Page 81, Sheets 1, 2 and 3 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

WHEREAS, Greater Birmingham Habitat for Humanity desires to acquire said property; and

WHEREAS, said property is to be used by Greater Birmingham Habitat for Humanity in accordance with the County's Homebuyer's Assistance Program and all HOME Regulations; and

WHEREAS, use of said property for this purpose complies with HOME regulations;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that said Commission will sell to Greater Birmingham Habitat for Humanity said property as described above at no cost and the Commission President is authorized to sign the sales contract, deed and any other documents required to complete the transaction.

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

Jan-31-2013-87

WHEREAS, a mortgage was executed by Richard Philip McKleroy and Bobbi McKleroy for a property at 7175 Rowan Road, Leeds, AL 35094 and recorded on February 4, 1994 in Instrument No. 9404/6267 in the Probate Office of Jefferson County, Alabama, Birmingham

Division.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

FULL SATISFACTION OF RECORDED MORTGAGE

KNOWN ALL MEN BY THESE PRESENTS, That, for a valuable consideration, in hand paid by Richard Philip McKleroy and Bobbi McKleroy, the said Jefferson County, Alabama, a political subdivision of the State of Alabama, does hereby release the hereinafter particularly described property from the lien of that certain mortgage executed by Richard Philip McKleroy and Bobi McKleroy, which said mortgage was recorded in the Office of the Judge of Probate of Jefferson County, Alabama, Birmingham Division, in Book LR 9404 Page 6267, and for said consideration, the receipt of which is hereby acknowledged, the undersigned does hereby release and remise all our right, title and interest in and to the following described property situated in Jefferson County, Alabama , to-wit:

Lot 2, Block 4, according to the Survey of Elizabeth Lee Subdivision, as recorded in Map Book 45, Page 15, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

IN WITNESS WHEREOF, the undersigned W. D. Carrington, as President of the County Commission of Jefferson County, Alabama, a political subdivision of the State of Alabama, has caused these presents to be executed this 31st day of January, 2013.

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

W. D. Carrington, President of the County Commission

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

Jan-31-2013-88

WHEREAS, Yolanda Cole at 6622 Martin Luther King Drive, Fairfield, AL 35064 is in default of the first mortgage from Jefferson County under the Home Buyer Assistance Program; and

WHEREAS, Jefferson County desires to take foreclosure action against the above-referenced property; and

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the Homebuyer Assistance Loan made to Yolanda Cole is in default and that Jefferson County through its Office of Community & Economic Development is authorized to take foreclosure action against Yolanda Cole at the above referenced property.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission that the President of the County Commission is authorized to execute foreclosure documents related to this case.

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

Jan-31-2013-89

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

Recommended by: E. Wayne Sullivan, P. E. Director/County Engineer
Department: Roads & Transportation
Date: January 14, 2013
Purpose: Payment to Craig A. Phillips for acquired Right of Way 0.01 acres, more or less, and the Temporary Construction Easement contains 0.001 acres, more or less - (site address) – 1125 Tarrant Huffman Road
Project No. STPBH-7229(602) - Tract No. 5 Agent: Rick Turner
Price: \$1,560.00
Pay to the order of: Craig A. Phillips
Mailing Address: 791 Cluster Springs Road

Gardendale, AL 35071-4604

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.

Check Delivery Code 84

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

Jan-31-2013-90

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

Recommended by: E. Wayne Sullivan, P. E. Director/County Engineer

Department: Roads & Transportation

Date: January 14, 2013

Purpose: Payment to Craig A. Phillips for acquired Right of Way 0.014 acres, more or less - (site address) – 1816 Mountain Circle, B'ham., AL Project No. STPBH-7229(602) - Tract No. 24 Agent: Rick Turner

Price: \$630.00

Pay to the order of: Craig A. Phillips

Mailing Address: 791 Cluster Springs Road
Gardendale, AL 35071-4604

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.

Check Delivery Code 84

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 615' of buried cable at 421 Hilltop Road in Adamsville.
2. Trussville Utilities Board to install 150' of 1" gas main at the intersection of Old Springville Road and Pine Hill Road.

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

Jan-31-2013-91

WHEREAS, the Alabama Department of Senior Services has awarded the Jefferson County Office of Senior Citizen Services a revised Title III Notification of Grant Award funds in the amount of \$103,061 for the period October 1, 2012 - September 30, 2013; and

WHEREAS, these grant funds are the County's portion of state funds for meals; and

WHEREAS, these federal funds require a 25% locate match and/or in-kind services match; and

WHEREAS, the local match dollars have been budgeted for 2013.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept grant funds for the Jefferson County Office of Senior Citizens Services in the amount of \$103,061 from the Alabama Department of Senior Services.

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

Thereupon the Commission Meeting was recessed.

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

February 14, 2013.

President

ATTEST

Minute Clerk