



JEFFERSON COUNTY BOARD OF HEALTH

Wednesday, July 8, 2015- 5:00 p.m.
Conference Room A

PRESENT: Steven Kulback, M.D., Jennifer R. Dollar, M.D., Nicole Redmond, M.D., Ph.D., MPH, Max Michael, III, M.D., and Joshua Miller, D.O.

ABSENT: Commissioner Jimmie Stephens

OTHERS

PRESENT: Carolyn Dobbs, M.D., Bruce Braden, Kirsten Bryant, Kim Cason, Gretchen Frizzell, Michael Hansen, Terrie Hartley, Wanda Heard, Heather Hogue, Rodney Holmes, Haley Lewis, Judy Madison, Bryn Manzella, Corey Masuca, David Maxey, Wade Merritt, Chris Osborne, Dennis Pillion, Charlie Powell, Stacie Propst, Mary Samuels, Jonathan Stanton, Ciera Thomson, Alan Truitt, Max Zygmunt, and Denisa Pridmore

Call to Order

The meeting was called to order by Dr. Dollar, Chair.

Rules of Order Announcement

Dr. Dollar thanked everyone for attending the Board of Health's monthly meeting and read helpful instructions to be followed during the meeting.

Minutes

Minutes of the June 10, 2015 meeting were approved as distributed.

Financial Statement

Dr. Dollar noted that the June 2015 Financial Report was distributed in their packets and asked if the Board had questions regarding the report. The report was accepted as distributed.

GASP Petition, Case No. 2014-004

Dr. Dollar stated this petition regards the Walter Coke operating permit renewal. GASP submitted a request for a hearing in October 2014. The case was assigned to Judge Ralph Coleman as Hearing Officer in November 2014. The Board has received several motions and pleadings since that time. The Hearing Officer's Proposed Findings of Fact, Conclusions of Law, and Recommendation were received on June 18, 2015. The Board received three motions on July 3, 2015 and these were discussed. Listed below are the actions taken by the Board of Health.

**Case No. 2014-004
GASP, Petitioner v.
Jefferson County Department of Health/Air Pollution Control Program, Respondent,
And
Walter Coke, Intervenor**

On the motion of Dr. Kulback, and seconded by Dr. Michael, the Board unanimously approved the following Order:

ORDER

This matter having come before the Board on Petitioner's Motion to Board of Health to Overrule Hearing Officer's Denial of GASP's Motion to Strike All Filings by JCDH Air Pollution Control Board, and the Board having considered the Motion, it is hereby ORDERED that the Petitioner's Motion is hereby DENIED.

On the motion of Dr. Michael, and seconded by Dr. Kulback, the Board members unanimously approved the following Order:

ORDER

This matter having come before the Board on Petitioner's Motion to Board of Health to Overrule Hearing Officer's Denial of GASP's Motion to Disqualify Hearing Officer, and the Board having considered the Motion, it is hereby ORDERED that the Petitioner's Motion is hereby DENIED.

On the motion of Dr. Kulback, and seconded by Dr. Redmond, the Board members unanimously approved the following Order:

ORDER

This matter having come before the Board on Petitioner's Motion to Reject Hearing Officer's Proposed Findings of Fact, Conclusions of Law, and Recommendation and to Enter Alternative Order, and the Board having considered the Motion, it is hereby ORDERED that the Petitioner's Motion is hereby DENIED.

On the motion of Dr. Michael, and seconded by Dr. Kulback, the Board members unanimously approved the following Order:

ORDER

This matter having come before the Board on Respondent's Motion to Dismiss and the Board having considered the Motion, the Petitioner's response, the Hearing Officer's Findings of Fact, Conclusions of Law, and Recommendation, and all related filings, it is hereby ORDERED that the Motion to Dismiss be granted, and it is further ORDERED that the Hearing Officer's Findings of Fact, Conclusions of Law, and Recommendation is adopted by the Board in its entirety as the Board's Final Order in this matter.

Contracts

Dr. Dollar noted that Dr. Wilson is attending a conference out of town and Dr. Dobbs will be filling in for him. Dr. Dobbs asked if anyone had questions on the six contracts being submitted for the Board's approval and there were none. On the motion of Dr. Michael, and seconded by Dr. Redmond, the following contracts were approved:

A new contract with J. Alan Truitt, Esq., (payee) to provide legal counsel for the Jefferson County Board of Health at a rate of \$400 per hour from June 16, 2015 through June 15, 2016.

Renewal of a contract with Tucker-Jones Engineers Associated, P.C. (payee) to provide structure engineering professional service for the Guy M. Tate upper and lower parking deck at a rate not to exceed \$8,500 from June 8, 2015 through June 7, 2016.

An Amendment to the Human Resources Management, Inc. contract (payee) for professional development consultation and leadership management plan for development for personnel/supervisors in Air Radiation Protection not to exceed \$9,500 from June 15, 2015 through September 30, 2015.

A new contract with Minnesota Multistate Contracting Alliance for Pharmacy (payee) to purchase vaccines, pharmaceuticals and supplies for clinical operations at a rate of \$1,200 per month; not to exceed \$14,400 annually from June 1, 2015 and ongoing.

A new contract with Coalition for a Tobacco Free Alabama (payee) to provide and maintain a website for public display containing education on tobacco use prevention and control at a rate not to exceed \$2,000 from May 15, 2015 through May 15, 2016.

An amendment for a contract with American Behavioral (payee) to add the services of an on-site counselor at the corporate office at JCDH beginning July 1, 2015 through December 31, 2015. The cost will be \$2,000 per month in addition to the \$2.10 fee per employee; estimate of 430 employees.

Disposition of Northern Health Center Property

Dr. Dobbs stated the following resolution is to convey the Northern Health Center property to the City of Birmingham. The center has been vacant for six years and the Department no longer has a need for it. The City of Birmingham co-owns the property and plans to use it to promote public health.

On the motion of Dr. Kulback, and seconded by Dr. Michael, the following resolution was approved:

WHEREAS, the Jefferson County Board of Health ("JCBH") desires to convey certain real estate and improvements located on or around 2817 30th Avenue North, Birmingham, Alabama upon which has previously been operated the Northern Health Center (the "Premises"), to the City of Birmingham, Alabama (the "City"), a copy of the proposed Real Estate Transfer Agreement to effectuate said transaction is attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the City has a need for the use of the Premises and desires to accept the conveyance of the Premises from JCBH pursuant to the conditions stated herein and in the Agreement; and

WHEREAS, the City of Birmingham and the Jefferson County Board of Health jointly own the building located at 2817 30th Ave N. Birmingham, AL 35207 formerly operated as the Northern

Health Center. Northern Health Center was constructed in approximately 1980 and was a joint effort by the City of Birmingham and the Jefferson County Board of Health (JCBH). The City of Birmingham conveyed to JCBH Lots 1, 2, 3 and 4 in Block 201 of the North Birmingham survey and JCBH simultaneously acquired adjacent Lots 5, 6, 7 and 8, Block 201 and constructed the clinic building on the eight adjoining lots; and

WHEREAS, JCBH no longer operates the Health Center and has determined that the Premises and the personal property located therein are surplus property; and

WHEREAS, the City and JCBH have determined that the real estate transfer contemplated herein will promote the public health, safety, education, commerce and general welfare of the citizens of Jefferson County and Alabama; and

NOW THEREFORE, BE IT RESOLVED, that JCBH hereby authorizes its Deputy Health Officer, Carolyn Dobbs, M.D., to execute the attached Real Estate Transfer Agreement to convey the Premises and any other document referred to therein or that the Deputy Health Officer finds necessary to further the purposes set forth therein, in that the City's stated intention is to use the Premises for purposes consistent with, and that tend to further, the public health purposes, programs, and services of JCBH.

Child Care Center Regulations

Dr. Dollar noted the proposed revisions to the Child Care Center Regulations and comments received from the Public Hearing were sent to the Board earlier. On the motion of Dr. Michael, and seconded by Dr. Miller, the following resolution was approved:

WHEREAS, The Jefferson County Board of Health on April 5, 2015, published notice of a public hearing concerning revisions of the Jefferson County Department of Health Regulations for the Construction, Operation and Maintenance of Child Care Centers; and

WHEREAS, A public hearing was held on May 7, 2015 in Birmingham, Alabama, notice of the date, time, place and purpose of such hearing being given on April 5, 2015, by advertisement in the Birmingham News; and

WHEREAS, such public hearing was open to the public and reasonable opportunity to be heard with respect to the subject of the hearing was afforded to all persons; and

WHEREAS, all testimony was taken before such hearing and recorded stenographically, and the transcript so recorded, and written submissions in relation to such hearing were made open to public inspection; and

WHEREAS, The Jefferson County Board of Health, after taking into consideration all the facts and circumstances, has determined that there is good and just cause for these aforementioned revised regulations;

NOW THEREFORE, in response to testimony made at such public hearing, the Jefferson County Board of Health hereby adopts and promulgates the revised Jefferson County Department of Health Regulations for the Construction, Operation and Maintenance of Child Care Centers. The revisions shall be effective October 1, 2015.

Deputy Health Officer Report

FY 2016 Budget

Dr. Dobbs reported that the proposed JCDH FY 2016 budget will be presented for the Board's approval at the August meeting. A draft preliminary budget was submitted to the Jefferson County Commission by July 1, 2015 in order to meet a statutory requirement.

Public Health Accreditation Board (PHAB) Site Visit

Dr. Dobbs announced we are making final preparations for the PHAB Site Visit. The draft agenda for the site visit at JCDH includes a meeting with the Board of Health members on August 5, 2015 from 10:30 – 11:30 a.m. The Board will receive confirmation of the time by email.

CDC High-Impact Prevention Project

Dr. Dobbs stated the three organizations in the Jefferson County HIV/AIDS Community Coalition have been awarded a CDC grant to support High-Impact Prevention Strategies. She has a press release if anyone would like to see it. JCDH has a couple of Disease Control staff that serve on this coalition and they are very excited about this project.

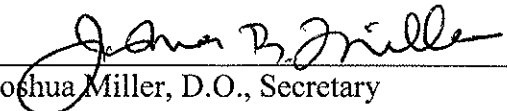
Health Action Partnership (HAP)

Dr. Dobbs noted that a Jefferson County HAP Leadership Team meeting was held on June 30, 2015 at United Way of Central Alabama. Priority groups are continuing to be organized around the five Strategic Issues in the Community Health Improvement Plan. Four groups have already been formed:


- Reduce Health Disparities
- Promote Healthy Lifestyles
- Optimize the Built Environment
- Improve Mental Health

One group that remains to be organized is to Optimize Healthcare Access.

The next Board of Health meeting is scheduled for Wednesday, August 12, 2015 at 5:00 p.m. in the Fifth Floor Board Room. There being no further business, the meeting adjourned at 5:20 p.m.


Joshua Miller, D.O., Secretary

Approved:


Jennifer R. Dollar, M.D., Chair

Attachment: Exhibit A

**DRAFT
REAL ESTATE TRANSFER AGREEMENT**

This Real Estate Transfer Agreement (this "Agreement") is made on _____, 2015, by the Jefferson County Board of Health (the "Grantor") and by City of Birmingham, Alabama (the "Grantee").

WHEREAS, the Grantee desires to obtain from the Grantor a parcel of land (the "Property") situated, lying and being in the County of Jefferson, State of Alabama, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by referenced, upon which has previously been operated the Northern Health Center (the "Facility"); and

WHEREAS, in return for the Grantee assuming title and responsibility for the Facility, the Grantor desires to convey the Property to the Grantee.

NOW, THEREFORE, in consideration of the mutual and reciprocal promises set forth herein, the Grantor and the Grantee contract and agree with each other as follows:

Section 1. Property to be Transferred. The Grantor agrees to grant and convey to the Grantee the Property together with all rights, easements and appurtenances thereto. At closing, the Grantor shall deliver to the Grantee a statutory warranty deed, duly executed in proper form for recording so as to convey to the Grantee title to the Property.

Section 2. Consideration. In consideration of the transfer of the Property to the Grantee, the Grantee agrees to continue to use the Property for the purpose of improving access to health care, and perhaps other services, to people living in the area. The Grantee shall take possession on the date of closing.

Section 3. Title. The Grantor shall convey title to the Property to the Grantee, by Quit Claim Deed. Grantee shall take title to the Property subject to utility easements and agreements with utility companies of record; zoning ordinances; taxes and assessments not delinquent; and such other easements, conditions or restrictions of record.

Section 4. Bill of Sale. At the Closing, Grantor shall deliver unto Grantee, a Bill of Sale transferring title to the equipment, supplies, fixtures and other personal property that is owned by the Grantor and is part of or used in connection with the operation of the Facility. The Bill of Sale shall be without warranty or representation of any kind and the personalty conveyed therein shall be conveyed "AS IS" with all faults.

Section 5. Special Assessments. Taxes, water assessments, and other general and special assessments of whatsoever nature, whether a lien or not, assessed or to be assessed for the year in which a transaction is finally consummated shall be prorated between the parties as of the closing date of the transaction. If such terms are not ascertainable at the time of the closing, the amount of the prior years will be used as a basis of proration.

Section 6. Time of Essence. Time is of the essence of this Agreement.

Section 7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 8. Encumbrances. The Grantor agrees that it shall not and will not, within the period of this contract, sell, convey, mortgage, or otherwise encumber the Property, or any part thereof, or do any act or deed to diminish or encumber the title to the Property.

Section 9. Remedies. If the Grantor fails or refuses to perform its obligations hereunder, the Grantee may either: (a) rescind the contract and recover all amounts paid by the Grantee hereunder, and all expenses paid or incurred by the Grantee; or (b) pursue any remedy available to the Grantee, in law or equity, including an action to compel specific performance of this Agreement, or one for damages for breach, separately or alternatively. Provided, however, that any suit for damages against JCBH pursuant to this Section 9 shall be limited to a recovery of no greater than one-thousand dollars (\$1,000.00).

Section 10. Closing Date. The transaction shall be closed on or before _____, 2015, or at such other times as the parties may mutually agree, at the offices of Spain & Gillon, L.L.C. in Birmingham, Alabama, or at such other location as is mutually agreeable to the parties herein and upon written notice.

Section 11. Assignment. This Agreement may not be assigned by Grantee without the prior written consent of Grantor, which shall not be unreasonably withheld.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, all of which when so executed and delivered shall constitute but one and the same instrument, and each of such counterparts shall, for all purposes, be deemed to be an original.

Section 13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements between the parties with respect to the same. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally by course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

Section 14. Costs. The Grantee shall be responsible for payment of any owner's title insurance policy premium, the attorney's fees of Grantee, any recording fees, and all normal closing costs normally attributable to a Purchaser. The Grantor shall be responsible for payment of its attorney's fees and any other normal closing costs normally attributable to a Seller.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

JEFFERSON COUNTY BOARD OF HEALTH

By: _____

Its: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Carolyn Dobbs, M.D., whose name as Deputy Health Officer of the Jefferson County Board of Health, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said board.

GIVEN under my hand and seal, this day of _____, 2015.

Notary Public
My Commission Expires: _____

CITY OF BIRMINGHAM, ALABAMA

By: _____

Its: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the City of Birmingham, Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of the City of Birmingham, Alabama.

Given under my hand and official seal this _____ day of _____, 2015.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 201, according to the Survey of North Birmingham, as recorded in Map Book 1, page 11, in the Probate Office of Jefferson County, Alabama, Birmingham Division.