REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JANUARY 25, 2010

AGENDA

INFORMATION SESSION

Call to Order, Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Revenue Commissioner Janet Buskey
Circuit Judge Tracy S. McCooey and Community Corrections Executive Director Paul Brown
Al Wyckoff with Alabama Power
City-County Public Library Director Jaunita Owes
District Attorney Ellen Brooks
Juvenile Court Administrator Bruce R. Howell

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Polizos

Pledge of Allegiance Led By Commissioner Williams

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of January 11, 2010

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

RESOLUTIONS:

Consider Adoption of Resolution Congratulating the Montgomery County Class of 2009 Master Gardeners

NEW BUSINESS:

1. Consider Approval of Agreement with Bradford Health Services Regarding Alcohol and Drug Abuse Rehabilitation Services, Risk Management

2. Consider Approval of Program Agreement with Fit 4 Christ, LLC Regarding Exercise Classes for County Employees, Risk Management

3. Consider Approval of Fleet Safety Policy and Procedures, Risk Management

4. Consider Approval of Updated Workers Compensation Policy and Procedures, Risk Management

5. Consider Approval of Tobacco Cessation Program Overseen by Montgomery County Employee Assistance Program Administrator, American Behavioral, Risk Management

6. Consider Approval of Payment of Membership Dues to Montgomery Area Committee of 100 for Chairman Elton Dean, County Commission

7. Consider Approval of Miscellaneous Appropriations Reprogramming Requests, County Commission

8. Consider Approval of Bid Award for Roofing of 530 S. Lawrence Street, Bid Number 51100-10B-001, County Commission

9. Consider Approval of Bid Award for Installation/Stripping of Vehicles, Bid Number 52110-10C-002, Sheriff's Office

10. Consider Approval of Final Payment to CH2M Hill, Inc., Regarding Montgomery County Environmental Park Master Plan, County Commission

11. Consider Approval of Budget Change Request Number 10, County Commission Appropriations

12. Consider Approval of Travel/Training Requests (6)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Ed Barnes with BidBridge
Blue Gray National Collegiate Tennis Classic Chairman Paul Winn, John Ed Mathison and Lewis Figh
Character@Heart Chairman Sarah Spear and President Mike Conn

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

JANUARY 25, 2010

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.

FEBRUARY 8, 2010

Regular County Commission Meeting
9:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.

FEBRUARY 15, 2009

County Holiday (George Washington & Thomas Jefferson's Birthdays)

FEBRUARY 22, 2010

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.

MARCH 8, 2010

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.

MARCH 22, 2010

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 1 Clerk Typist II – County Commission Office
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 2 Customer Service Clerks – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Revenue Auditor – Tax & Audit Department
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Program Analyst I – Information Systems Department
Fill action continues for 1 Latent Fingerprint – Sheriff's Office
Fill action continues for 2 Fingerprint Classifier II's – Sheriff's Office
Fill action continues for 2 Deputy Sheriff Sergeants – Sheriff's Office
Fill action continues for 1 Deputy Sheriff Lieutenant – Sheriff's Office
Fill action continues for 1 Emergency Communications Operator I or II – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Sheriff's Office
Fill action continues for 2 Deputy Sheriff Trainees – Sheriff's Office
Fill action continues for 9 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 1 Correction Officer Corporal – Detention Facility
Fill action continues for 1 Correction Officer Captain – Detention Facility
Fill action continues for 1 Correction Officer Lieutenant – Detention Facility
Fill action continues for 4 Clerk II's – Detention Facility
Fill action continues for 1 Detention Facility Assistant Director – Detention Facility
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Maintenance Mechanic – Youth Facility
Fill action continues for 2 County Road Equipment Operator I's – Engineering Department
Fill action continues for 1 County Road Equipment Operator II – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – Engineering Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit

January 25, 2010

Agenda

JAN 25 2010

01-25-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 01-08-10

Check Number	To	Check Number
204927		204985
Total Checks Paid		$253,453.85

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Agenda

JAN 25 2010

01-25-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 01-08-10

Check Number	To	Check Number
204986		205053
Total Checks Paid		$429,720.16

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

01-25-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 01-13-10

Check Number	To	Check Number
205057		205060
Total Checks Paid		$24,500.00

CHECK #	PAYEE	AMOUNT	DATE
205054	Summit Cleaning Service	$ 1,701.00	01/08/10
205055	VOIDED	VOIDED	VOIDED
205056	Employees Retirement Sys. of AL	$22,063.00	01/11/10

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Agenda

JAN 25 2010

01-25-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 01-14-10

Check Number	To	Check Number
205061		205074
Total Checks Paid		$246,015.66

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Agenda

JAN 25 2010

01-25-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 01-22-10

Check Number	To	Check Number
205076		205209
Total Checks Paid		$1,324,298.36

CHECK #	PAYEE	AMOUNT	DATE
205075	Water Works Board	$ 88.50	01/15/10

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Agenda

JAN 25 2010

01-25-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 01-22-10

Check Number	To	Check Number
205210		205367
Total Checks Paid		$979,397.81

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS PAYABLE CHECK REGISTER

Agenda

JAN 25 2010

01/25/10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED
01/15/10

Payroll Check Number	101501	To	Payroll Check Number	101671	$ 133,208.02
Direct Deposits					$ 804,177.50
Payroll Check Number	101672	To	Payroll Check Number	101701	$ 278,730.98
Direct Deposits					$ 330,960.83
Federal Deposits					$ 323,964.25
Total Payroll Paid					$ 1,871,041.58

CHECK #	PAYEE	AMOUNT	DATE
101498	Chrissell Hamilton	$ 138.77	12/27/09
101499	George Thomas Glass	$ 1,204.89	12/27/09
101500	Employees Retirement Sys. of AL	$ 632.32	12/31/09

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER

RESOLUTION

WHEREAS, the Montgomery County Class of 2009 Master Gardeners have served the Alabama Cooperative Extension System and the citizens of Montgomery County throughout the year through its volunteer horticultural outreach programs; and

WHEREAS, the Master Gardeners have provided over 190 hours of volunteer service through the Extension System's call-in helpline, by serving as a source for horticultural information for the general public, covering 14 counties in the state of Alabama one day a week over a six month period; and

WHEREAS, the Master Gardeners volunteered 2,039 hours through their educational horticultural outreach programs to the citizens of Montgomery County in 2009; and

WHEREAS, the Master Gardeners organization has served as a leader of many community horticultural projects, including the Montgomery Zoo, Shakespeare Blount Cultural Park and by working at a Fire Ant Information Booth at the Alabama National Fair and by its members writing horticultural articles for various local and trade publications. All these efforts have made a great impact in the beauty of our community and the horticultural knowledge gained by our county residents,

NOW THEREFORE BE IT RESOLVED, that the Montgomery County Commission does hereby congratulate the Montgomery County Class of 2009 Master Gardeners for their volunteer efforts through the Alabama Cooperative Extension System as horticultural outreach ambassadors to Montgomery County and Alabama citizens; and be it further resolved that the Montgomery County Commission and the Alabama Cooperative Extension System extend their sincere appreciation to the Class of 2009 Master Gardeners for their tireless efforts on behalf of Montgomery County citizens.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 25th day of January, 2010.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

JAN 25 2010

January 12, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Bradford Health Services Agreement

Yesterday, I discussed with the County Commission the enclosed service agreement with Bradford Health Services. This company administers the Substance Abuse services in accordance with our Mental Health Plan. Based on federal legislation passed in December of 2008 to be effective in 2010, the mental health plan design was modified to coincide with the County healthcare plan. This Bradford agreement incorporates these changes which have already been communicated to employees.

The County Attorney, Thomas Gallion, has reviewed this agreement. He is of the opinion that the services provided for in this agreement are in the best interest of the Montgomery County Commission. I am requesting that this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.

ALCOHOL AND DRUG ABUSE REHABILITATION SERVICES AGREEMENT

AGREEMENT, made and executed as of the ___ day of December, 2009, between the **Montgomery County Commission**, an Alabama governmental entity ("Commission"), and **Addiction and Mental Health Services, Inc., d/b/a Bradford Health Services**, an Alabama corporation ("Bradford").

WITNESSETH

WHEREAS, Bradford provides alcohol and drug abuse rehabilitation services throughout the State of Alabama, including, but not limited to, the greater Montgomery area;

WHEREAS, Commission is self insured with respect to healthcare benefits provided to its employees and their dependents; and

WHEREAS, Commission desires to engage Bradford to provide certain alcohol and drug abuse rehabilitation services to its employees and their dependents, and Bradford is willing to accept such engagement, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, Bradford and Commission hereby agree as follows:

Section 1. **Services to be Provided.**

1.1 **Description of Services.** (a) Commission hereby engages Bradford to provide, and Bradford hereby agrees to provide the services specified in Exhibit A to Commission upon the terms and subject to the conditions set forth herein. Such services shall be provided by Bradford to those employees of Commission, their respective dependents, and retirees of Commission, as Commission may identify for Bradford from time to time, subject to payment by Commission of the compensation set forth in Exhibit B. All employees, dependents, and retirees to whom Bradford shall be obligated to render services pursuant to this Agreement are herein called "Participants".

(b) Bradford shall be considered the sole in-network substance abuse provider and shall provide services outlined in Exhibit A under this Agreement with such additions, deletions or modifications as Commission and Bradford may agree upon in writing from time to time.

(c) All in-network treatment services provided under this Agreement shall be rendered in a Bradford owned facility and shall be pre-authorized and case managed by Bradford.

(d) As agreed upon by Bradford and Commission, and upon reasonable notification, Bradford shall manage substance abuse treatment services for Participants who receive services through out-of-network (non-Bradford owned) providers under the fees and conditions outlined in this Agreement and Exhibit B.

(e) All services to be provided by Bradford under this Agreement shall be provided in accordance with its standard treatment practices and Policies and Procedures, as in effect from time to time. Services specifically excluded are attached as Exhibit C.

(f) To the extent benefits are provided under this Agreement, under other medical services agreements entered into by the Participant or from any other sources, such as government or private employer insurance plans, such benefits shall be coordinated, any claims of the Participant shall be subrogated to Bradford and any savings resulting from such coordination of benefits or subrogation of claims shall inure to Bradford.

1.2 **Waiting Period for New Participants.** Any person who becomes an employee or retiree of Commission (or who becomes a dependent of an employee of Commission) after the effective date of this Agreement shall be eligible to receive the Services under this Agreement at such time as such person is approved as a Participant by Commission and Commission identifies such Participant for Bradford. Bradford shall have no responsibility or liability whatsoever in connection with the approval or identification of new Participants.

1.3 **Reports to Commission**. On such basis as may be agreed upon by Bradford and Commission from time to time, Bradford shall provide Commission with reports on the current utilization of services provided under this Agreement. Such reports shall be subject to all applicable laws and regulations relating to the confidentiality of patient information.

Section 2. **Obligations of Commission.**

2.1 **Identification of Participants**. Commission shall be responsible for identifying eligible Participants to Bradford. Bradford shall have no responsibility or liability whatsoever to provide treatment to any person claiming to be a Participant who is not so identified by Commission, and Bradford shall be protected in relying upon Commission's written or oral certification that a person is a Participant. An employee or a dependent shall become a Participant and coverage of such Participant hereunder shall be effective upon Commission's identification of such Participant pursuant to this Section.

2.2 **Information to be Provided to Participants**. Commission will be responsible for providing Participants with such information concerning the services available to Participants under this Agreement and the requirements for the utilization of such services by Participants as Commission deems appropriate. Bradford shall not be responsible for the provision or content of such information, and Commission shall indemnify and hold Bradford harmless against any actions, claims, suits, damages or liability of any kind whatsoever arising from or by reason of any error, omission, or inaccuracy contained in such information or Commission's failure to provide such information to any Participant.

2.3 **Precertification Procedures**. Commission shall coordinate with Bradford to establish a mutually satisfactory precertification procedure to be followed by Participants prior to utilization of services under this Agreement, in order that Commission and Bradford may assure appropriate utilization review and quality assurance procedures. Bradford shall have no responsibility or liability whatsoever to admit or treat Participants otherwise than in compliance with such precertification procedure. All admissions covered under this Agreement will be subject to precertification and continued stay reviews.

2.4 **HIPAA Portability and COBRA Obligations**. To the extent that any group health plan sponsored by Commission has obligations concerning certificates of creditable coverage under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or continuation coverage under the Consolidated Omnibus Reconciliation Act of 1986 ("COBRA") in regard to the services provided under this agreement, such obligations shall be the sole responsibility of Commission. Commission shall indemnify and hold Bradford harmless against any actions, claims, suits, damages or liability of any kind whatsoever arising from or by reason of any failure by Commission to fulfill such obligations.

Section 3. **Compensation to Bradford**. As compensation for Bradford's services hereunder, Commission shall pay Bradford, according to the fee schedule outlined in Exhibit B.

Section 4. **Treatment Episodes**. For purposes of this Agreement and payment to Bradford, a "treatment episode" shall mean any admission or readmission of a Participant for inpatient, partial hospitalization or outpatient and multiple levels of care (including admissions resulting in administrative discharges or discharges against medical advice) up to 21 days of inpatient/ partial hospitalization and/or up to 20 outpatient sessions per contract year. If a Participant utilizes days/sessions beyond the definition of "treatment episode", the charges outlined in Exhibit B shall apply.

Section 5. **Term and Termination**.

5.1 **Term**. The term of this Agreement shall be for the period commencing on the 1st day of January, 2010 and ending on the 31st day of December 2010, unless terminated as provided in this Section 5. This Agreement shall renew automatically for consecutive one-year periods unless terminated by either party, effective on December 31st of each year of the Term by one party giving at least 90 days' advance written notice delivered to the other party.

5.2 **Voluntary Termination by Commission**. After the first anniversary of this Agreement, Commission may terminate this Agreement, effective as of the last day of any calendar month, by delivering written notice to the other party at least 90 days prior to the effective day of termination.

5.3 **Involuntary Termination**. (a) Bradford may terminate this Agreement upon thirty days prior written notice upon the occurrence of any of the following events:

(i) Commission fails to pay Bradford any installment of the management fee specified in Section 3 hereof, and such failure is not cured within thirty days after Commission's receipt of written notice thereof from Bradford.

(ii) Commission breaches or defaults under any other provision of this Agreement and such breach or default is not cured to the reasonable satisfaction of Bradford within 30 days after Commission's receipt of written notice thereof from Bradford.

(iii) Commission files (or has filed against it) a petition for relief under any bankruptcy, insolvency, moratorium, reorganization or similar laws, or ceases to exist as a governmental entity under the laws of the State of Alabama.

(b) Commission may terminate this Agreement upon thirty days prior written notice if Bradford breaches or defaults under any other provision of this Agreement and such breach or default is not cured to the reasonable satisfaction of Commission within 30 days after Bradford's receipt of written notice thereof from Commission.

5.4 **Notification of Participant**. In the event of any termination pursuant to Sections 5.2 or 5.3 of this Agreement, Commission shall be responsible for notifying all Participants that the Agreement is being terminated and that Bradford's obligation to provide services to such Participants shall be terminated as of the effective date of termination. Commission shall notify all Participants that such Agreement has been terminated and that such Participants' coverage provided by Bradford shall be terminated effective as of the date of termination of the Agreement. This Agreement and all obligations of Bradford shall terminate as of such date. Any Participant who is currently an inpatient when such termination occurs will be allowed to continue inpatient

treatment if medically necessary and Bradford shall be financially responsible for such Participant's inpatient treatment until discharged unless the Participant's coverage has been exhausted or is no longer authorized. Such notification shall state that all Participants must submit and file all unreported and unpaid claims for benefits under the Agreement with Bradford, if any, within 90 days from such notice, or their claims will be void.

Section 6. **Liabilities and Indemnification.**

6.1 **Indemnification**. Commission and Bradford mutually agree to indemnify and hold harmless each other from any claim, liability, cost, loss, expense, or damage (including reasonable attorneys' and accountants' fees) which may be made by any Participant or any other person or persons (including any governmental authority) resulting from or in connection with the administration of this Agreement relating to such action or inaction by the administration of this Agreement relating to such action or in action by either party and any other persons or entity employed by either party in connection with this Agreement, unless such claim, liability, cost, loss, expense or damage results from the other party's gross negligence, willful misconduct, fraud or lack of good faith. This section shall not relieve the persons who are deemed fiduciaries of the Participants' benefits program of their fiduciary responsibilities and liabilities to the benefits programs for breaches of fiduciary obligations.

6.2 **Discretionary Acts**. All discretionary acts taken by Bradford hereunder shall be uniform in their nature and application to all persons similarly situated, and Bradford shall take no discretionary acts which shall be discriminatory under the provision of the Internal Revenue Code of 1986, as amended, relating to voluntary employee beneficiary associations, or the rules and regulations promulgated thereunder, as in existence from time to time.

6.3 **No Responsibility for Acts of Others**. Bradford does not assume and shall not be deemed to assume, any responsibility or liability whatsoever for any act or omission or breach of duty by Commission, its benefits administrator or any "fiduciary" (as defined in Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or by other treatment providers, unless such liability is mandated by Section 405(a) and 405 (c) of ERISA. Bradford is not, and shall not be deemed to be, an insurer, underwriter or guarantor with respect to any benefit payable to any Participant by or on behalf of Commission.

Section 7. **HIPAA Compliance.** To the extent required by the Privacy Regulations promulgated by the United States Department of Health and Human Services and contained in 45 C.F.R. Parts 160 and 164 pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "Regulations"), Bradford and Commission will enter into a mutually acceptable Business Associate (as defined in the Regulations) Agreement whereby Bradford and Commission, the

Business Associate, agree to transmit, create, receive and/or maintain Protected Health Information (as defined in the Regulations) and Electronic Protected Health Information (as defined in the Regulations) in accordance with Business Associate provisions of the Regulations.

Section 8. **Miscellaneous.**

8.1 **Notices**. Any notice required or permitted hereunder or any agreement or document executed and delivered in connection with this Agreement shall be deemed to have been served properly if hand delivered or delivered by overnight courier, charges prepaid and properly addressed, to the respective party to whom such notice retains at the following addresses:

If to Bradford:

Bradford Health Services
Suite 518
2101 Magnolia Avenue South
Birmingham, Alabama 35205
Attention: Chief Financial Officer

If to Commission:

Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102
Attention: Scott Kramer

or such other address for any party as shall be noticed in writing by either party to the other party. All such notices shall be deemed received when hand delivered or one business day after delivery to the overnight courier.

8.2 **Further Assurances**. Each party hereto agrees to perform any further acts and to execute and deliver any other documents which may be reasonably necessary to carry out the provisions of this Agreement.

8.3 **Governing Law**. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama, applied without giving effect to any conflicts-of-law principles. Unless otherwise required by applicable law, the Circuit Court of Montgomery County, Alabama, shall be the venue for any and all litigation that may result from disputes as a result from entering into this Agreement.

8.4 **Captions**. The captions, or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

8.5 **Severability**. The provisions of this Agreement shall be severable and if any provisions shall be invalid or void or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

8.6 **Entire Agreement**. This instrument contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions contemplated hereby. It may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the party or parties against whom enforcement and any waiver, change, modification, extension, discharge or termination is sought.

8.7 **Counterparts**. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.

8.8 **Binding Effect; Assignment**. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns, and no other person shall acquire or have any right under or by any virtue of this Agreement. No party may assign any right or obligation hereunder without the prior written consent of the other party.

8.9 **No Rule of Construction**. The parties acknowledge that this Agreement was initially prepared by Bradford solely as a convenience and that all parties hereto have read and fully negotiated all the language used in this Agreement, which construes ambiguous or unclear language in favor of or against any party because such party drafted this Agreement.

8.10 **Costs of Enforcement**. In the event that either Bradford or Commission files suit in any court against the other party to enforce the terms of this Agreement against the other party or to obtain performance by it hereunder, the prevailing party will be entitled to recover all reasonable costs, including reasonable attorneys' fees, from the other party as part of any judgment in such suit. The term "prevailing party" shall mean the party in whose favor a final judgment after appeal (if any) is rendered with respect to the claims asserted in the complaint. "Reasonable attorneys' fees" are those attorneys' fees actually incurred in obtaining a judgment in favor of the prevailing party.

IN WITNESS WHEREOF, the parties hereto, by their undersigned duly authorized representatives, have executed and delivered this Agreement as of the day and year first above written.

Addiction and Mental Health Services, Inc.

WITNESS:

Michael S Bierley

By _____
Bernard B. Stephens

Its Chief Financial Officer

Montgomery County Commission

WITNESS:

_____

By _____

EXHIBIT A

Schedule of Services

Substance Abuse Rehabilitation and Case Management

Following is a description of substance abuse services to be provided by Bradford under the *Alcohol and Drug Abuse Rehabilitation Services Agreement* to eligible Participants.

1. Through Bradford-owned facilities (In-network)

    1.1. Assessment of Participants for alcohol and drug abuse treatment needs by staff of a Bradford-owned facility.

    1.2. Up to two (2) supervisory trainings, orientation or educational sessions for Commission personnel to be provided in the Montgomery, Alabama area at times mutually agreed upon by both parties.

    1.3. Intensive outpatient (IOP) services as outlined in the Substance Abuse Services Summary Plan Description (SPD) grid and subject to the payment schedule in Exhibit B.

    1.4. Inpatient detoxification and rehabilitation services as outlined in the SPD grid, as may be revised by Commission from time to time, and subject to payment schedule in Exhibit B.

    1.5. Partial hospitalization services as outlined in the SPD grid, as may be revised by Commission from time to time, and subject to the payment schedule in Exhibit B.

    1.6. A family program for up to two (2) family members of Participants receiving primary treatment at a Bradford-owned facility.

    1.7. Continuing Care (Aftercare) group services for up to one (1) year for Participants who complete a Bradford primary treatment program.

2. Through Other Treatment Providers (Out-of-Network)

2.1 Outpatient, inpatient and partial hospitalization treatment services for substance abuse treatment are available to eligible Participants as outlined in the SPD grid, as may be revised by Commission from time to time.

2.2 When Bradford is notified prior to or following a Participant's admission for a substance abuse diagnosis to an out-of-network provider, Bradford, to the extent possible, shall advise Participant and provider of the pre-certification/authorization process, case management procedures, and allowable amounts for services. To the extent possible, Bradford will provide case management services for out-of-network admissions and shall be reimbursed for out-of-network case management services according to the fee schedule in Exhibit B.

2.3 Claims for authorized services received by Bradford from out-of-network providers shall be reviewed for accuracy by Bradford and forwarded to Commission for payment. Bradford shall have no direct responsibility for payment of claims for services rendered out-of-network.

3. Summary Plan Description (SPD)
Substance Abuse Treatment Benefits Grid

MONTGOMERY COUNTY COMMISSION
SUBSTANCE ABUSE TREATMENT BENEFITS
SUMMARY PLAN DESCRIPTION

For Pre-Authorization/Registration for in-network (Bradford) providers in Alabama, call Bradford at (334) 244-0702 or (800) 873-2887. For out-of-network providers in Alabama and all providers outside of Alabama, call (800) 873-2823.

Effective Date: January 1, 2010

Benefit	In Network (Bradford)			Out-of-Network (If Applicable)		
	Limitations	Coverage	Member Responsibility	Limitations	Coverage	Member Responsibility
Outpatient Substance Abuse Services (Includes individual, group, and IOP services)	Based on appropriate level of care and medical necessity guidelines	100% of allowed amount* subject to copay	$30 per visit/session/ group session and any other amount not covered by health plan	Based on appropriate level of care and medical necessity guidelines	80% of allowed amount*	20% of allowed amount* and any other amount not covered by health plan
Inpatient Substance Abuse Services (Includes partial hospitalization services)	Based on appropriate level of care and medical necessity guidelines	100% of allowed amount* subject to deductible and copay	$300 deductible per admission; $50 copay on day 3 of hospitalization and any other amount not covered by health plan	Based on appropriate level of care and medical necessity guidelines	80% of allowed amount* subject to deductible and copay	$600 deductible and $50 copay on day 3 of hospitalization; and 20% of allowed amount* and any other amount not covered by health plan
Notation	Family program and continuing care services are covered, when offered, at in network Bradford-owned facilities.					

*Allowed amount: The amount of a provider's/facility's charge that Bradford recognizes for payment. This is based on the payment method used by Bradford where services are received. The allowed amount shall be determined by Bradford using pre-established fee schedules and/or per diem rates in every situation possible.

EXHIBIT B

Schedule of Costs

Substance Abuse Rehabilitation and Case Management

Following is a schedule of costs for services provided by Bradford under the *Alcohol and Drug Abuse Rehabilitation Services Agreement* to be reimbursed by Commission to Bradford.

1. For Treatment Services Provided to Eligible Participants in Bradford owned (in-network) facilities:

   1.1 A "treatment episode" for purposes of this agreement is defined in Section 4 in the main body of the *Agreement*.

   1.2 Commission shall pay Bradford an annual fee of $33,500.00 for utilization up to, but not to exceed, five (5) treatment episodes per contract year. The fee shall be paid in eleven (11) monthly installments of $2,791.66 and one (1) monthly installment of $2,791.74. Such monthly fee shall be paid in advance but no later that the 10th day of each month during the term hereof.

   1.3 For each treatment episode in excess of five (5) treatment episodes per particular calendar year, Commission shall pay Bradford an additional fee of $5,000.00. Such additional fee shall be billed by Bradford upon patient discharge and shall be paid by Commission check within 30 days after receipt of the bill.

   1.4 For treatment episodes that extend beyond the days/sessions as defined by a "treatment episode" in Section 4, Commission shall reimburse Bradford on a preferred per diem/session basis at the following rates: $500.00 inpatient detoxification; $400.00 inpatient rehabilitation; $350.00 partial hospitalization; and $150.00 intensive outpatient. As allowable by HIPAA regulations, the Commission designee shall be notified, in advance, when a case is expected to extend beyond the days/sessions defining a "treatment episode". Such additional charges shall be billed by Bradford upon patient discharge and shall be paid by Commission check within 30 days after receipt of the bill.

   1.5 In the event that Commission does not utilize the five (5) treatment episodes per contract year contemplated in 2 above hereof, Bradford will reimburse Commission $5,000.00 per unused treatment episode. Such reimbursement shall be made by Bradford check within 30 days after the end of the applicable contract year or, if agreed to by both parties, may be applied to any

outstanding bills owed by Commission or to fee owed by Commission in the next contract year.

1.6 Participants who receive treatment at Bradford are required to pay Bradford the copays and deductibles as outlined in the SPD grid, which may be revised by Commission from time to time, at the time of admission.

2. For Services Provided by Bradford in Case Managing Out-of-Network (non Bradford) Substance Abuse Rehabilitation Admissions:

2.1 Bradford shall be reimbursed a flat case management fee of $750.00 for the management of out-of-network (non Bradford) admissions. This fee shall apply to either a primary inpatient or outpatient out-of-network admission, but shall only be charged once in the event a particular Participant transfers to multiple levels of care for a specific treatment episode. These charges will be billed and paid according to the procedures outlined in Section 4 above.

2.2 Participants who receive treatment through out-of-network providers will be required to pay copays, deductibles, and charges for non-covered services outlined in the SPD grid directly to provider.

2.3 Bradford shall have no liability or responsibility for paying claims for out-of-network services rendered, whether or not such services were case managed by Bradford.

EXHIBIT C

Schedule of Exclusions

Substance Abuse Rehabilitation

The following services or conditions do not constitute alcohol or drug abuse rehabilitation to be provided under this agreement. Provision of these services shall remain the sole responsibility of Commission to the extent that Commission desires, or is required by applicable law, to offer these services to its Participants.

1. Substance abuse treatment that is not abstinence-based.

2. Substance abuse treatment for licensed, registered or certified professionals that is not medically necessary and/or is beyond the scope of benefits as outlined in the SPD grid when recommended or required to maintain a professional license.

3. Treatment provided for medical, dental or psychiatric care not routinely required in the course of chemical dependency treatment.

4. Treatment indicated due to a co-occurring medical/psychiatric condition, which requires services at a level of acuity beyond the scope of practice at a Bradford facility or certain out-of-network treatment facilities.

5. Services or expenses related to narcotic maintenance therapy.

6. Services or expenses related to nicotine addiction (e.g. smoking cessation treatment).

7. Services or expenses for caffeine addiction.

8. All forms of pharmaceutical preparations except as given in an inpatient setting and covered in the facility per diem rate or covered by the Participant's medical plan.

9. Court-ordered assessment or treatment unless it is determined that such services are medically necessary and consistent with the treatment recommendations of Bradford or another licensed/accredited/certified out-of-network substance abuse provider.

10. Services for substance abuse conditions that require coverage to be purchased or provided through other arrangements such as: Worker's Compensation; no-fault automobile insurance or similar legislation; care provided in a school; and care provided in a prison, jail, or any other penal institution.

Haskell | Slaughter
attorneys at law

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1-16

2009 DEC 17 PM 3:35

MEMORANDUM
December 3, 2009

TO: Donnie Mims
FROM: Tommy Gallion

RE: Bradford Health Services
Services Agreement

I have reviewed your December 2, 2009 memorandum and the Alcohol and Drug Abuse Rehabilitation Services Agreement by and between Montgomery County Commission and Addiction and Mental Health Services, Inc dba Bradford Health Services to provide healthcare benefits to County employees and their dependents under its self insurance program.

I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

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A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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Agenda
JAN 25 2010

January 15, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Exercise Classes for County Employees

In the past few years, the Montgomery County wellness programs have contributed to healthier lifestyles, as well as, overall reduced medical costs. I am recommending exercise classes be added to complement our wellness programs. The classes will be administered by Antonio King who operates the Fit 4 Christ Spiritual & Physical Fitness Center on Vaughn Plaza Road.

The program will begin at a 3 month trial at a cost of $870 - $945 based on the class size. This cost will include an initial consultation, a fitness evaluation and 3 exercise classes per week. These expenses will be handled through the Healthcare Trust Fund. The classes will be scheduled at 5:15 on Mondays, Tuesdays and Thursdays. I have attached the service agreement with Fit 4 Christ which has been approved by Thomas Gallion. I am requesting that this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.

2-1

Program Agreement

This Agreement is made and entered into this date, _____, by and between Fit 4 Christ, LLC, hereinafter known as and called "TRAINERS," and the Montgomery County Commission.

1. ***AGREEMENT***
   The program is subject to the terms and conditions set forth in this Agreement by the Montgomery County Commission and TRAINERS, as indicated below and only for the purpose of the program. Changes can only be made if both parties have signed and indicated said changes. Montgomery County Commission agrees to pay Trainers based on the Price List attached hereto and made part of this agreement. There will be no charge to the employee participant.

2. ***PROTOCOL AND REQUIREMENTS***
   The program has been designed to improve the health and wellness of Montgomery County Commission employees. The program will consist of assessments, evaluations and weekly training.

   The program is scheduled to begin on _____. The programs duration is for a minimum of one year, with the option of renewing for an additional two years based on mutual agreement of both parties.

3. ***CANCELLATIONS***
   The program will have a three month trial period. During the three month trial both parties will be allowed to remove themselves from the program by provided a written thirty day notice. After the three month trial has expired the program will continue for the duration of the initial scheduled time.

4. ***HOLD HARMLESS***
   "TRAINERS shall indemnify and hold The Montgomery County Commission harmless from and against any and all claims, liabilities, losses, damages, and causes of action brought by a third party against the Montgomery County Commission and arising out of TRAINERS's gross negligence or willful misconduct in the performance of this Agreement; provided, however, that TRAINERS shall not be responsible for injury attributable to the acts or omissions of The Montgomery County Commission, its parent, subsidiaries and affiliates, or the respective agents and employees of any of them.

   The Montgomery County Commission shall indemnify and hold TRAINERS harmless from and against any and all claims, liabilities, losses, damages, and causes of action brought by a third party against TRAINERS and arising out of The Montgomery County Commission's gross negligence or willful misconduct in the performance of this Agreement; provided, however, that The Montgomery

County Commission shall not be responsible for injury attributable to the acts or omissions of TRAINERS, its parent, subsidiaries and affiliates, or the respective agents and employees of any of them."

5. *DISPUTE RESOLUTION*

If a dispute arises out of or relates to this ***AGREEMENT*** *or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.*

6. *TERM OF AGREEMENT*

The term of the Agreement shall commence upon its implementation date and shall continue until there is written notification by either party of the desire to terminate the relationship and the relationship will be terminated __30__ days from the date of notification.

By signing below, I acknowledge receipt of a copy of this Agreement and agree to be bound by its terms. This Agreement is not valid unless signed by an authorized person of both parties

Montgomery County Commission	Date	TRAINERS	Date

Price List

Initial consultation / fitness evaluation / interpretation
Re-evaluation / follow-up (after 3 months)
Aerobic sessions (3month)

Price per session for 10-20 individuals – ($290.00 a mo.) ($ 870.00 3mo. trial)
Price per session for 20-30 individuals – ($315.00 a mo.) ($ 945.00 3mo. trial)

Break down

10 – 20 members:
$100.00 I.C./F.E./I (one time fee)
$50.00 R.E./F.O. (one time fee)
$240.00 A.S. (mo. to mo.)
On a quarterly basis the price would be $870.00 ($22.30 / session) broken down month to month the price would be $290.00.

20 – 30 members:
$150.00 I.C./F.E./I (one time fee)
$75.00 R.E./F.O. (one time fee)
$240.00 A.S. (mo. to mo.)
On a quarterly basis the price would be $945.00 (24.23 / session) broken down month to month the price would be $315.00.

A COUNTY OLDER THAN THE STATE

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January 15, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Fleet Safety Policy and Procedures

Judy Singley and I have developed a fleet safety policy for the County. This policy will outline:

1. responsibilities of all parties
2. drivers license requirements
3. motor vehicle record requirements
4. annual review of driving records
5. fleet safety rules
6. vehicle maintenance and safety inspections
7. vehicle / equipment accidents

This policy was discussed with the County Commission at the last meeting and is attached to this memo. I am requesting that this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.

CHAPTER 10 - FLEET SAFETY POLICY AND PROCEDURES

10-1 Introduction and Purpose

The purpose of this Policy is to set forth and implement policies and procedures that will promote the efficient, effective, and safe operation of Montgomery County Commission motor vehicles, machinery and equipment. The scope of the Policy includes any vehicle, equipment/machinery of all categories that is owned, leased, or rented by the Commission, or loaned to the Commission. The Policy also includes equipment/machinery that may not require a driver's license but will be operated on a public roadway.

10-2 Objectives

The Montgomery County Commission is committed to ensuring its fleet operations are conducted in a safe and efficient manner in order to reduce risks and losses associated with the operation of Montgomery County Commission vehicles, machinery and equipment. The objectives of this policy are to establish a written policy outlining guidelines for a fleet safety program, driver selection and training requirements, vehicle maintenance and safety inspections, and post-accident procedures. This written policy will address the following elements:

A Responsibilities of the Driver, Supervisor, Department Head and Risk Management
B Drivers License Requirements
C Motor Vehicle Record (MVR) Requirements
D Annual Review of Employee's Driving Records
E Fleet Safety Rules
F Vehicle Maintenance and Safety Inspections
G Vehicle/Equipment Accidents

10-3 Responsibilities of Driver, Supervisor, Department Head and Risk Management

A. Driver Responsibility

Every operator of a Montgomery County Commission vehicle is a representative of the County and is expected to conduct himself/herself accordingly. Every time a County vehicle is moved, the driver has a duty to drive in a safe and courteous manner that will reflect favorably on the Montgomery County Commission. Drivers have the responsibility to:

1. Adhere to the Fleet Safety Rules (Section 10-7 of this policy)
2. Ensure a Liability Insurance Card is maintained in the County Vehicle

In the event a County employee rents a vehicle to drive on County business all directives of this policy will apply. The employee should not purchase additional insurance for the rental vehicle.

Drivers are responsible for any personal citations issued to them while driving a County vehicle, or personal vehicle, on County business. The driver is responsible for reporting the incident to his/her supervisor.

B. Supervisor Responsibility

1. Supervisors have the responsibility to train and observe new and existing fleet operators in the safe and correct operation of their assigned vehicle and/or equipment.
2. Supervisors should ensure that all vehicles can be operated safely or are taken out of service until necessary repairs are completed.
3. Supervisors shall require and enforce compliance with this policy.

C. Elected Official / Department Heads

Elected Officials and Department Heads have the responsibility to implement this Fleet Safety Policy by:

1. Directing all supervisors and employees to endorse and comply with this policy.
2. Ensuring their employees meet all driver's license requirements and MVR (Motor Vehicle Record) requirements for their positions per the requirements of this policy. Risk Management will file Requests for Motor Vehicle Records (Appendix D) to the Department of Public Safety for affected employees on an annual basis. Elected Officials/Department Heads will be notified if one/any of their employees do not meet the safety requirements stated in this policy. Developing a procedure for certifying employees to operate County Vehicles and/or equipment in their respective department and ensure the proper procedures are followed.
3. Ensuring employees are aware of, understand, and comply with the requirements of this policy.
4. Enforcing employee compliance with this policy through appropriate disciplinary action when necessary.
5. Ensuring that all motor vehicle accident reports, police reports, photographs, statements, injury reports, insurance information, and/or any other pertinent paperwork or information is forwarded to the Risk Management Department as soon as possible, so they may be handled appropriately.
6. Maintaining a current list of all employees authorized to drive County Vehicles or equipment/machinery. This list will include each employee's current driver's license number and the expiration date of the license. This list will be subject to periodic review as to status and violations.

D. Risk Management Responsibility

1. Train appropriate employees in the Montgomery County Commission's Fleet Safety Policy.
2. Audit each department's compliance with this policy and its effectiveness annually.
3. Track and document all motor vehicle accidents
4. Review all motor vehicle accident reports and determine compensability for claims of property damages or bodily injuries to the other involved party.
5. Interact with employees, other involved parties, insurance representatives, and repair shops to satisfactorily implement and settle claims.
6. Communicate with the Accident Review Committee on any claims exceeding $10,000.00 in property damage or serious bodily injury to another party or member of public.
7. Assist County Attorneys with any claims involving litigation.
8. Provide loss trend analysis data to determine causes, severity and costs of motor vehicle accidents.
9. Assist in providing drivers' safety training to employees as needed.

10-4 Driver License Requirements

A. Prospective and current employees, whose job duties include the operation of a Montgomery County Commission vehicle, or who may use their personal vehicle for Montgomery County Commission business, must be in possession of a valid and current Alabama driver's license to include the appropriate class of commercial license for the vehicle being operated. Under no circumstances shall a Montgomery County Commission employee, whose license has been cancelled, revoked, suspended, or expired, operate a vehicle around or about a roadway.

B. During the hiring, promotion, or transfer of a current or prospective Montgomery County Commission employee, whose duties include the operation of a Montgomery County Commission vehicle, said employee shall produce a valid and current Alabama driver's license, which shall be in his/her possession at all times while driving, operating, or in readiness to operate a motor vehicle. The Montgomery County may request police reports to determine fault in accidents appearing on an employee's MVR.

C. An employee, whose job duties include the operation of a Montgomery County Commission vehicle, shall immediately, within 24 hours, notify his/her department head (or delegated official) of any change in the status of his/her driver's license or the receipt of any citation for a moving violation in the operation of a motor vehicle whether the citation is on or off the job. Failure to immediately report a driver's license revocation, suspension, cancellation, or citation, as required by this paragraph, shall result in disciplinary action in adherence with Rule IX, Montgomery County Commission Personnel Rules and regulations and paragraph 4 of this section.

D. An employee who fails to report a change in the status of his/her driver's license or the receipt of any citation for a moving violation will be subject to one or more of the following:

1. letter of reprimand, or
2. suspension without pay, or
3. revocation of driving privileges and transfer/demotion to a job not requiring the ability to drive, or
4. termination of employment

E. The Elected Official or Department Head shall obtain the employee's drivers license abstract from the Alabama Department of Public Safety Drivers License Division (P. O. Box 1471, Montgomery, AL 36102) annually and forward it to Risk Management. Any employee who does not hold a valid driver's license shall not be allowed to operate a Montgomery County Commission vehicle or equipment/machinery until such time as he/she obtains a valid license.

F. Each Department shall maintain a current list of all employees who are authorized to drive **County Vehicles** or equipment/machinery. This list must include each employee's current driver's license number and the expiration date on the license. This list shall be subject to periodic review as to status by Risk Management.

10-5 Motor Vehicle Record Requirements

A. An applicant for a position with the Montgomery County Commission of Montgomery, whose job duties include driving a Montgomery County Commission vehicle, will have his/her current MVR reviewed, prior to being employed, by the hiring authority or so delegated official. The Montgomery County Commission may request police reports to determine fault in accidents appearing on an employee's MVR. An at-fault accident will add three points to the employee's driving record. If the MVR has greater than eight points in a 24 month period listed for traffic violations or a conviction or pending charge for driving under the influence during that period, that applicant will be disqualified from consideration for the position in question.

B. If a current employee, whose job description includes the duty to operate a Montgomery County Commission vehicle, acquires at any time an MVR found to be greater than eight (8) points according to the points scale under Code of Alabama, 1975, as amended § 32-5A-195 (see attachment A), that employee shall be required to attend a defensive driving course at his/her own expense. The accumulation of points is for a 24-month period. The date of reference for points accumulation shall be the date of the conviction. The

Risk Management Division shall be responsible for reviewing on an annual basis the MVR of employees subject to this policy.

C. The employee who is identified as having an MVR greater than eight (8) points will be given two weeks from the date of notification to schedule a defensive driving course and must complete the course at its next offering. Risk Management, Department Head/Elected Official & Accident Review Committee will determine what disciplinary action is taken.

D. Any current employee arrested for driving a County vehicle while under the influence of alcohol or drugs will be immediately prohibited from operating Montgomery County Commission vehicles. Any current employee, driving a County vehicle, who is stopped by law enforcement officials for suspicion of driving under the influence of drugs or alcohol may not refuse a breathalyzer or blood alcohol test. If the person is ultimately found not guilty of driving under the influence of alcohol or drugs, driving privileges will be returned immediately. If the person is found guilty, driving privileges will be taken away for a period not to exceed one (1) year starting with the initial date driving privileges were revoked. It is the responsibility of the employee to report such an arrest to his/her supervisor and the Risk Management Department. Failure to report the arrest may result in disciplinary action up to and including termination of employment.

10-6 Annual Review of Employee Driving Records

Annual checks of employees' drivers' license abstract from the Alabama Department of Public Safety Drivers License Division (P. O. Box 1471, Montgomery, AL 36102) shall be requested and reviewed by Risk Management annually. An employee who does not hold a valid driver's license will not be allowed to operate a Montgomery County Commission vehicle or equipment/machinery until such time as he/she obtains a valid license. In addition, any employee who has convictions which exceed 8 points in a 24 month period shall not be allowed to operate a Montgomery County Commission vehicle or equipment/machinery until such time as he/she meets the requirements as stated in the Motor Vehicle Record Requirements mentioned above.

10-7 Fleet Safety Rules

A. General Rules

All employees shall:

1. Understand their assigned tasks related to operation of a fleet vehicle.
2. Never leave the scene of accident without notifying the proper personnel.
3. Apply the proper training and equipment to safely operate a motor vehicle.

4. Take extra precautions and drive defensively.
5. Comply with and be subject to disciplinary actions in accordance with the Driver License Requirements set forth in Paragraph 4 of this policy.
6. Be alert to all activities on or near the roadway and always be prepared to slow or stop suddenly
7. Be on guard to expect the unexpected and have a plan for alternatives.
8. Shall obey all traffic laws and wear seat belts – No Exceptions.
9. Perform a daily inspection of their vehicle and equipment to ensure it/they (i.e. lights, horn, wipers, brakes, warning devices, tires, etc.) are clean and working properly. Drivers should never knowingly drive an unsafe or defective vehicle or equipment/machinery and should report the operational problem to the appropriate maintenance personnel.
10. Never drive a vehicle, equipment/machinery until defects have been corrected and the vehicle has been released for safe operation.
11. Upon direction from their department head, participate in any and all safety and defensive driving training scheduled for them.
12. Never resort to road rage under any circumstances.
13. Turn the engine off and remove the ignition key from vehicles when parked.
14. Never allow passengers to ride on running boards, trailers, truck beds, hoods or any area other than seats.
15. Not transport Non-County employees in County vehicles unless authorized as a part of job duties.
16. Turn off ignition and do not smoke, use cell phones, blackberries, or other technical devices while fueling vehicle.
17. Shall not drive a County vehicle for personal use.

B. *Seat Belt Use*

Seat Belt use is mandatory in all County vehicles. This applies to both the driver and all passengers in seating locations equipped with seat belts.

C. *Backing a Truck*

1. If the truck operator is alone and does not have any other County employees in the area to act as a spotter, he is **required** to exit the truck and perform a walk-around inspection prior to attempting to back. **Backing should not be attempted if any object, person, etc. is in the backing path.** By walking around the truck the driver is able to assure himself that he has sufficient rear clearances to safely back the vehicle. It is important to re-enter the truck and begin backing as soon as the walk-around is accomplished. By backing immediately after the inspection, the driver can safely back the truck

before the situation changes and his rear clearance is compromised by other vehicles and/or pedestrians.

2. If there are two employees available, either riding in the truck, or at the worksite, they will both act as spotters for the driver while backing up. Both spotters will exit the truck and take a position at the rear of the vehicle, on the ground, where they can be seen by the driver. Their responsibilities include checking the rearward path for proper clearance, looking for pedestrians, and other vehicles. They will then use hand signals to guide the driver safely through the backing operation. **Backing should not be attempted if any object, person, etc., is in the backing path.** The driver will not back his truck until such time as the spotter has positioned himself to the rear of the vehicle and gives the driver the signal to begin backing. The driver will stop immediately if the spotter so signals. The driver must also stop immediately, if for any reason one of the spotters disappears from sight. The driver will not resume movement of the truck until the spotter has reappeared and resumes movement signaling.

3. The driver is responsible for the safe operation of the truck and as such shall direct an employee(s), if available, to act as a spotter.

D. *Inattentive Driving - Cell phones, Blackberries, and Other Devices*

1. The Montgomery County Commission has provided employees with certain equipment, including cellular phones, personal digital assistant (PDA) devices (i.e. "Blackberries, Palm Pilots, etc.), laptop/portable computers and other equipment to assist employees in accomplishing their job duties.

2. When using Montgomery County Commission equipment or when using the employee's own equipment for work purposes, employees are expected to exercise care and follow all operating instructions, safety standards, and guidelines.

3. Employees using cellular phones, PDA devices, and like devices for work or personal purposes while operating a motor vehicle provided by the Montgomery County Commission or while operating their own or another vehicle for work purposes, including traveling to or from business meetings are expected to exercise extreme caution and defensive safety practices in all situations.

4. Employees shall refrain from engaging in any other activities while driving that might lead to inattention toward their primary

responsibility: **operating the motor vehicle safely with full attention given to driving.**

5. Refrain from driving while fatigued or under the influence of prescription or over the counter drugs that may cause drowsiness and slow reactions while operating a vehicle.

6. Any employee who is involved in an accident while using the Montgomery County Commission equipment or vehicles, or while conducting Montgomery County Commission business, must promptly report the incident to his or her immediate supervisor, regardless of the perceived cause of the accident.

10-8 Vehicle Maintenance and Safety Inspections

An ongoing vehicle maintenance and inspection program will ensure that Montgomery County Commission fleet vehicles, machinery and equipment are properly serviced and maintained. Operators of vehicles shall be responsible for performing a daily walk-around of their vehicle prior to it being placed in service. The daily walk-around inspection should include but not be limited to:

1. obvious physical damage
2. engine inspection
3. exterior lights
4. brakes
5. steering
6. tire pressure and conditions

If problems are noted, the employee will be responsible for notifying the respective Department person responsible for repair. Vehicles found to have potential operational safety hazards are to be immediately taken out of service until such hazards are corrected.

Operators of vehicles should ensure that preventative maintenance services are performed and records maintained on a regular basis.

10-9 Vehicle / Equipment Accidents

Any employee involved in a motor vehicle accident, shall follow the procedures listed below:

1. Take immediate action to prevent further damage or injury at the scene of the accident. If possible, pull onto the shoulder or side of the road and activate flashers.
2. Tend to any medical needs. Call (911) emergency personnel or have bystander contact emergency personnel. Notify police or local law enforcement by calling 911.
3. Notify supervisor immediately if possible.

3. Notify supervisor immediately if possible.
4. Do not admit fault or discuss accident with other party.
5. The responding law enforcement officials will record the names, addresses, drivers' license number, and insurance information of the other party. You should have a County insurance card in your vehicle at all times to present to the authorities. This card contains the County contact information.
6. Record the names and addresses of any witnesses if possible.
7. If camera is available, take pictures from different angles of the scene. Record the police report number, time, date, place and weather conditions of the accident.
8. If County vehicle is not safely drivable, it should be towed to a pre-designated body shop. Other vehicles/equipment involved in the accident, if not safely drivable, may be towed to body shop of owner's choice.
9. Supervisor/department head of County driver involved will ensure he/she receives needed medical attention up to and/or including going to hospital, transporting employee to doctor's office or medical facility, or arranging appointment for employee to see designated County physician. All County employees involved in a motor vehicle accident will be drug tested immediately following the incident regardless of fault
10. Supervisor/Department Head should obtain statement from County driver, accident report, number and severity of injuries, and any/all pertinent information regarding the accident as well as two estimates on cost of repairing county vehicle damage. The driver of the vehicle involved in the accident shall be responsible for filing the SR-13 form (see appendix C) within 30 days of the date of the accident. The Supervisor/Department Head will retain a copy of the SR-13, ensure it is filed timely, and forward a copy to the Risk Management Department. The "Your Insurance Information" section should be simply marked with a "G" designating a government entity. The SR-13 Form may be filed on-line but the Department of Public Safety will not accept a faxed copy. Do not send attachments with the filed copy. A copy of the completed SR-13 and all other information will be delivered to Risk Management within 24 hours after occurrence. Department Heads/Elected Officials will communicate with Risk Management if vehicle should be repaired.
11. Contact information for any other parties involved in the accident is to be given to the Risk Management Department. They will contact and communicate with any other party or their insurance company regarding a claim for property or personal injury damages. Risk Management will validate that a completed County Claim Form is received from the claimant within 30 days of accident date. (see attachment B).Only Risk Management and designated County officials/agents shall discuss or authorize any repairs, compensation, or settlements resulting from a motor vehicle accident in which a County vehicle/equipment is involved.
12. Risk Management and, if warranted, legal counsel, will analyze data and determine acceptance/denial of County liability for the accident.
13. When County liability is projected to be no more than $10,000.00, Risk Management will negotiate, and expedite claim to closure including a signed release from claimant.

14. Accidents projected to cost more than $10,000.00 will be communicated to the Accident Review Committee.
15. Completed files will be forwarded to the Deputy Administrator's office for file maintenance and record-keeping purposes.
16. The Sheriff's Department, due to the unique nature of their duties and responsibilities, will maintain their own Department Accident Revue Board policies and procedures.

10-10 Appendix

Appendix A - State of Alabama Department of Public Safety UTC Offense Codes
Appendix B - County Claims Report
Appendix C - SR-13 Form
Appendix D - Request for Motor Vehicle Record

POLICY ON COUNTY VEHICLE USE STATEMENT

I, _____, do hereby state that I have received a copy of the Montgomery County Commission Policy on **County Vehicle** Use. It is my duty to read and adhere to the provisions of the policy. With this form, I grant the Montgomery County Commission permission to obtain a Motor Vehicle Record on me, if applicable.

_____	_____	_____
Name	Position	Date

APPENDIX A

Alabama Department of Public Safety

Courtesy, Service, and Protection since 1935

Driver License Division

Major Charles Andrews
Division Chief

Division Home
Contact
Division Links
Forms
Manuals
Related Links
Online Services (e-Gov)

Driver License Point System

Points are assessed for various violations as follows(Effective May 1, 2009):

- Any conviction which resulted from a charge that involved the drinking of alcoholic beverages and the driving of a motor vehicle but did not require mandatory revocation of the driver license - 6 points
- reckless driving or reckless endangerment involving operating a motor vehicle - 6 points
- failure to yield right-of-way - 5 points
- passing stopped school bus - 5 points
- wrong side of road/illegal passing - 4 points
- following too closely - 3 points
- disregarding traffic control device (stop sign, traffic light, etc.) - 3 points
- all other moving violations - 2 points
- inability to control vehicle - 2 points
- improper lane - 2 points
- speeding (1 to 25 mph over speed limit) - 2 points
- speeding (26 or more mph over speed limit) - 5 points
- drinking alcohol while operating a vehicle - 2 points
- admin per se - 6 points
- improper operation of motorcycle - 2 points
- fail to obey construction/maintenance zone markers/flagman/police officer/restricted lane - 3 points
- emergency vehicles - 2 points
- fail to signal/use incorrect turn signal - 2 points
- making improper turn - 2 points
- coasting - 2 points
- unsafe operation - 2 points

The following schedule is used to determine the length of a suspension period

- 12-14 points in a 2-year period 60 days
- 15-17 points in a 2-year period 90 days
- 18-20 points in a 2-year period 120 days
- 21-23 points in a 2-year period 180 days
- 24 and above points in a 2-year period 365 days

After a traffic conviction is 2 years old, it loses its point count for suspension purposes but remains on a driver's record.

3-12

MONTGOMERY COUNTY COMMISSION
P. O. BOX 1667
Montgomery, AL 36102-1667

MOTOR VEHICLE ACCIDENT CLAIMS REPORT

Pursuant to the Code of Alabama 1975, Section 32-7A-1, the State of Alabama requires proof of liability insurance in order for a motor vehicle to be operated on public roads and highways. Your claim against Montgomery County will be denied if it is determined that you were uninsured at the time of this accident. Your failure to provide **all** the information requested on this form within **30** days from the date of this form will result in the denial of your claim.

NAME_____ **DATE**_____

ADDRESS_____

Vehicle (If involved in Incident)_____

Phone Number (Weekdays between 8:00 and 5:00)_____

Date, Time, and Location of Accident_____

_____

County Vehicle Description, Tag#, Vehicle#_____

Incident Statement (Attach sheets as needed)_____

_____

_____

_____

_____

Property Damage / Bodily Injuries_____

_____

Estimates to Repair (Obtain 2) Please Attach

Witness - Name and Phone (if applicable) _____

I hereby certify the above information to be true and correct to the best of my knowledge.

Date_____ **Signature of Claimant**_____

Date_____ **Notarized**_____

Reset Form

Alabama Department of
Public Safety

(PLEASE PRINT OR TYPE)

Driver License Division
Safety Responsibility Unit
P. 0. Box 1471
Montgomery, AL 36102-1471

For Office Use Only
DOC No.
Case No.

COMPLETION OF THIS FORM IS REQUIRED BY §32-7-1, CODE OF ALABAMA 1975. FAILURE TO FILE A REPORTABLE ACCIDENT ON THIS FORM MAY RESULT IN SUSPENSION OF YOUR DRIVER LICENSE.

INFORMATION AND INSTRUCTIONS: Completion of this form is required ONLY if a motor vehicle accident occurring in Alabama caused death, personal injury, or property damage to any one owner in excess of $250. The driver is legally required to file a report on this form with the Department of Public Safety within thirty (30) days after the accident regardless of who is at fault and regardless of whether or not the vehicle involved was covered by liability insurance at the time of the accident. If a driver is physically incapable of making such report, the owner of the motor vehicle involved in such accident, within thirty (30) days after learning of the accident, make such report. Use additional forms if necessary.

YOU MUST FILL IN ALL INFORMATION FOR PROCESSING

DATE OF ACCIDENT	TIME: A. M. P. M.	HOW MANY VEHICLES WERE INVOLVED	For Office Use Only		
LOCATION OF ACCIDENT (CITY) (STREET/HWY)		COUNTY			

YOUR INFORMATION (PLEASE PRINT OR TYPE)	OTHER PARTY'S INFORMATION (PLEASE PRINT OR TYPE)
YOU ARE THE: ☐ DRIVER ☐ PEDESTRIAN ☐ PROPERTY OWNER ☐ OTHER ☐ PARKED ☐ HIT & RUN	OTHER PARTY WAS ☐ DRIVER ☐ PEDESTRIAN ☐ PROPERTY OWNER ☐ OTHER ☐ PARKED ☐ HIT & RUN
DRIVER'S NAME (FIRST, MIDDLE, LAST) TELEPHONE NO.	DRIVER'S NAME (FIRST, MIDDLE, LAST) TELEPHONE NO.
CURRENT ADDRESS: STREET NO.	CURRENT ADDRESS: STREET NO.
CITY / STATE / ZIP CODE	CITY / STATE / ZIP CODE
DRIVERS DATE OF BIRTH / SEX ☐ M ☐ F / DRIVER LICENSE # / STATE	DRIVER'S DATE OF BIRTH / SEX ☐ M ☐ F / DRIVER LICENSE NUMBER / STATE
OWNER OF VEHICLE/PROPERTY / IF SAME AS DRIVER, MARK BOX ☐	OWNER OF VEHICLE/PROPERTY / IF SAME AS DRIVER, MARK BOX ☐
ADDRESS OF OWNER: STREET NO.	ADDRESS OF OWNER: STREET NO.
CITY / STATE / ZIP CODE	CITY / STATE / ZIP CODE

YOUR VEHICLE					OTHER VEHICLE (Use additional form if more than two (2) vehicles)				
YEAR	MAKE	TYPE	COMMERCIAL VEHICLE ☐ YES ☐ NO	STATE	YEAR	MAKE	TYPE	COMMERCIAL VEHICLE ☐ YES ☐ NO	STATE
VIN		LICENSE PLATE NO.			VIN		LICENSE PLATE NO.		

PROPERTY DAMAGE

DESCRIPTION OF PROPERTY DAMAGE (OTHER THAN VEHICLE, HOUSE/FENCE, UTILITY POLE/ETC)

INSURANCE INFORMATION ON BACK MUST BE COMPLETED AND SIGNED

(COMPLETE REVERSE SIDE)

SR-13
(Revised 1-98)

3-14

YOUR INSURANCE INFORMATION

Complete the following as required by the Safety Responsibility Law of Alabama §32-7-1, and following sections. Mark only the appropriate box. All information will be verified.

☐ 1. When accident occurred, the vehicle I was driving was covered by liability insurance with

_____

(List name of insurance company, not Agency's name)

POLICY NO. _____

POLICY PERIOD FROM _____ TO _____

POLICY HOLDER _____

☐ 2. When accident occurred, the vehicle I was driving was not covered by liability insurance

☐ 3. Form SR-23 (Fleet Policy) is on file with Department of Public Safety.

☐ 4. Your vehicle is a qualified carrier with Alabama Public Service Commission.

☐ 5. Department of Public Safety Self-Insurance Certificate No.

_____

SIGNATURE _____ DATE _____

INJURED PERSONS IN YOUR VEHICLE ☐ NONE

FULL NAME OF INJURED IN YOUR VEHICLE		DID INJURED DIE? ☐ YES ☐ NO
ADDRESS: STREET NO.		
CITY	STATE	ZIP
DATE OF BIRTH	SEX ☐ M ☐ F	INJURED WAS (Please Circle) DRIVER PASSENGER PEDESTRIAN OTHER
FULL NAME OF INJURED IN YOUR VEHICLE		DID INJURED DIE? ☐ YES ☐ NO
ADDRESS: STREET NO.		
CITY	STATE	ZIP
DATE OF BIRTH	SEX ☐ M ☐ F	INJURED WAS (Please Circle) DRIVER PASSENGER PEDESTRIAN OTHER

INFORMATION AND INSTRUCTIONS: Complete this portion of the form if you believe that another party is responsible for your damages and you have not been compensated for them. You must give vehicle and/or other damages in dollar amount.

VEHICLE AND/OR OTHER PROPERTY DAMAGE

I, _____ (Full Name of Person Making Claim) certify that damages to my property amounted to $ _____ (Amount of Damage) as a result of this motor vehicle accident. I believe I am entitled to recover the amount specified from _____ (Driver of Vehicle) and from _____ (Owner of Vehicle), and I have not released said party(ies).

Signature of Property Owner _____ (If owner is a company, give title of person signing claim.)

INJURIES (Please complete one section for each party injured)

I, _____ (Full Name of Person Injured) certify that my medical expenses are $ _____ (Amount of Injury) as a result of this motor vehicle accident. I believe I am entitled to recover the amount specified above from _____ (Driver of Vehicle) and from _____ (Owner of Vehicle), and I have not released said party(ies).

Signature of Claimant/Legal Guardian of Minor _____ Date _____

I, _____ (Full Name of Person Injured) certify that my medical expenses are $ _____ (Amount of Injury) as a result of this motor vehicle accident. I believe I am entitled to recover the amount specified above from _____ (Driver of Vehicle) and from _____ (Owner of Vehicle), and I have not released said party(ies).

Signature of Claimant/Legal Guardian of Minor _____ Date _____

FORM COMPLETION REVIEW

1. Review form to ensure all blanks have been filled in.
2. Use your full, legal name.
3. Describe all property damage (Example: bicycle, farm equipment, house, fence, etc.)
4. Sign and date this form in spaces provided.
5. Use additional forms, if necessary. Be sure to include all information requested.
6. For more information call 334-242-4222.

Alabama Department of

Public Safety

Request for Motor Vehicle Record
Containing Personal Information

For DPS Use Only

Information Provided to Request MVR

Name: Last	First	Middle
Driver License Number	Date of Birth	Social Security Number

Identity of Person Requesting Information

Name: Last	First	Middle	
Address	City	State	Zip
Daytime Telephone Number			
Whom Do You Represent?			

The federal Driver's Privacy Protection Act allows individuals to request that disclosure of certain personal information contained in driver license and vehicle records be restricted. The Alabama Department of Public Safety may disclose that personal information to any person on proof of the identity of the person requesting a record and representation by the requester that the use of the personal information will be strictly limited to one or more of the following:

Enter your initials in the blank to the left of the appropriate category.

_____ 1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person acting on behalf of a government agency in carrying out its functions.

_____ 2. For use in connection with matters or motor vehicles or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle Market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.

_____ 3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors;

a. To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and

b. If the information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against the individual.

_____ 4. For use in connection with any proceeding in any court or government agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of any court.

_____ 5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.

_____ 6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.

_____ 7. For use in providing notice to the owner or lien holder of a towed or impounded vehicle.

_____ 8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this section.

_____ 9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver license which is required under the Commercial Motor Vehicle Safety of Act of 1986 (Title XH of Public Law 99-570).

_____ 10. For use in connection with the operation of private toll transportation facilities.

_____ 11. For any use specifically authorized by law that is related to the operation of a motor vehicle or public safety.

_____ 12. Unrestricted or specified use with written consent of the person who is the subject of the information. (Attach written proof of consent.)

In requesting and using this information, I acknowledge that this disclosure is subject to the federal Driver's Privacy Protection Act (Public Law 103-322) and Alabama state law. This is signed and the request made under the penalties of law.

Note: A $5.75 fee is required along with this completed and signed form (no personal checks)

Signature _____ Date 3-16

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

JAN 25 2010

January 20, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Workers Compensation Policy and Procedures

The Montgomery County Commission's workers compensation claims had been overseen by third party administrators in the past. In October of 2008, this function was assumed in-house by the Montgomery County Commission Risk Management Department. Since that time the Alabama Industrial Relations Department has made changes including the reporting of first reports of injury electronically.

As a result of these changes, Judy Singley and I have updated the workers compensation policy. This policy was discussed with the County Commission at the last meeting and is attached to this memo. I am requesting that this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.

WORKERS' COMPENSATION POLICY AND PROCEDURES

Introduction

A. Montgomery County is self-insured for Workers' Compensation purposes and pays the benefits stipulated in Title 25 of the Ala Code. In general, benefits are paid to an injured employee when that employee suffers an injury and/or occupational disease that arises out of and in the course of his/her employment, subject to the provisions detailed in Ala. Code § 25-5-1, et seq. (1975).
B. Normally, all reasonable medical bills (hospital, doctor(s), medicine, etc.) which accrue due to an on-the-job injury or disease, and are approved by the treating physician(s), covered under Workers' Compensation are paid by the County, provided services are obtained in accordance with Workers' Compensation rules. Montgomery County is a self-funded program and processes Workers' Compensation medical services and costs through "24-Hour Coverage for Work-Related Injuries". The program is managed by Blue Cross-Blue Shield of Alabama. Upon notification of the need for medical service associated with a work-related injury or illness the Risk Management Department will authorize the service. In the case of an emergency or life-threatening situation the nearest medical services should be obtained as soon as possible and the employee's department head and risk management notified immediately thereafter. The County will not be held liable for any medical expense that is a result of unauthorized treatment by an unauthorized physician. The Risk Manager shall be notified anytime a department head believes a treatment is unauthorized; and the Risk Manager will make a decision as to County liability.
C. The County pays compensation benefits specified by Alabama Workers Compensation Act based upon the employee's average weekly wage for the fifty-two weeks prior to the accident date.
D. Employees going to a medical provider to receive treatment under the Workers' Compensation program will be placed on "special" leave (no charge to annual, compensatory, or sick leave) if it occurs during their regular scheduled work period. Employees receiving care outside of their regular work period will not be given credit for this time to create overtime.
E. All employees injured on the job must submit to a drug an alcohol test upon arrival at the doctor's office. Failure to submit to such a test, or a positive test result, will be considered cause to preclude treatment under Workers' Compensation rules.

Notification of Injury or Illness

The employee or a representative of the injured employee is responsible for obtaining the Physician's or Hospital Report (see appendix A) form letter from the County approved Workers' Compensation physicians. This form must be completed by the attending physician and returned to Risk Management. No action can be initiated without this completed form.

Department heads are responsible for notifying the Risk Management department when an employee is injured or contracts an occupational disease that is compensable under the Alabama Workers' Compensation Act. It is most important that the Employer's First Report of Injury, WCC Form 2, (see appendix B) be completed as soon as possible, and in no case more than 2 days, after the alleged accident/disease occurs. Proper codes should be used when completing The Employer's First Report in describing the nature of the injury, part of the body affected, and the cause oeef the injury (see appendix C). Complete details and circumstances of each occurrence are to be reported to Risk Management.

Records

The following reports/forms are required by Alabama law or are hereby established for County use and are to be utilized as indicated:

A. "Physician's or Hospital Report" to Risk Management
B. "Employer's First Report of Injury", WCC Form 2, (see appendix B) is given to Risk Management who in turn will open a file for the affected employee, send a copy to Blue Cross – Blue Shield to open a payment file, and if the employee is off the job for more than 3 days, on advice of the treating physician, Risk Management will electronically file the First Report of Injury with the Department of Industrial Relations within 15 days of the injury date. These files are monitored by the State for compliance. Risk Management will distribute an information hand-out to employees who experience lost time incidents (see appendix G). This hand-out will explain their eligible benefits. All Employee Workers' Compensation files are maintained in the Risk Management Department.
C. "Combination Supplementary & Claim Summary Form" (see appendix D) is filed by the Risk Management Department with the Alabama Department of Industrial Relations for any work-related injury/illness for which the employee receives compensation. This form is filed when the first payment of compensation has been made to the employee, or if compensation has not been paid within 30 days from the date disability began. The Claim Summary Form portion of this form is filed, by Risk Management, with the State when compensation payments have been terminated and/or when all benefits are paid or settled.
D. "Workers' Compensation Salary Benefits Worksheet " (see Appendix E) is used by Risk Management to calculate biweekly salary benefits for employees receiving compensation benefits. The form is retained in the employee's Workers' Compensation file. After the form is completed at the end of each biweekly pay period, Risk Management completes a requisition, reflecting the actual number of days during a pay period the employee should be paid Workers' Compensation and the applicable rate. This requisition is submitted to the Payroll Department for payment to the affected employee.
E. "Form 10". A city-County Personnel Form 10 should be completed and signed by the department head, and approved by the County Administrator, and submitted to the Payroll Department when an employee is out of work on Workers' Compensation. Another Form 10 is completed when it is time to return the

employee to work. The Form 10's are retained in the employee's payroll records file, and the employee's personnel file.

Payment of Benefits

Employees drawing Workers' Compensation are paid biweekly. Employees are paid their regular pay the first 3 days after injury. The County then pays compensation based on the average weekly wage of the employee at the time of the accident as determined by Ala. Code § 25-5-57 and § 25-5-1(6). Other employee benefits are provided as follows:

A. Employees do not accrue annual or sick leave while receiving Workers' Compensation pay (see paragraph 7-31c).
B. County health benefits and life insurance coverage will continue to be provided on the same basis as they were provided prior to the employee being placed on Workers' Compensation as long as the employee's contribution payments are made to the Payroll Department
C. Employees do not accrue retirement time during any pay period for which they are totally on Workers' Compensation and no deduction will be made from the employee's Workers' Compensation payments for retirement.
D. Employees do not accrue time toward their eligibility for an anniversary increase or vacation leave for pay periods for which they are totally on Workers' Compensation. The Form 10 returning an employee to work from Workers' Compensation will reflect an adjusted anniversary date and annual leave accumulation date to cover any pay period for which the employee was totally off the payroll on Workers' Compensation for one or more pay periods.

Returning to Work

A written statement by the treating physician specifying the date, and any restrictions that might apply, that an employee may return to work should be given to the employee's supervisor. This statement is required before an employee may return to the job after a period on Workers' Compensation. A copy of this statement shall be given immediately to Risk Management and will be retained in the employee's Workers' Compensation file.

Minimum Requirements for Claiming Workers' Compensation Benefits

1. The employee reports the accident to his/her Supervisor and the Department Head or Supervisor notifies the County Commission Risk Management office, as soon as possible. In no case shall the report be **more than 48 hours** after the accident or injury occurs.
2. A written notice of the accident must be submitted to the Risk Management Department on State-specified report forms and include the nature of the accident, date time, hospital, doctor, etc., within two working days after occurrence. Exceeding two days or using a letter or any other report form not approved by the County Commission will not meet the minimum reporting requirements because of higher level reports the

County Commission is required by law to make to the Department of Industrial Relations.

3. If medical attention is necessary, the employee is required to go to the County-approved physicians or facilities:

Dr. Michael Turner
1600 Forest Avenue
Montgomery, AL 36106
Phone: (334) 261-4445
or

Dr. Norman Garrison
4725 Mobile Highway
Montgomery, AL 36108
Phone: (334) 281-3665
or

The Jackson Hospital Emergency Room
1235 Forest Avenue
Montgomery, AL 36106
Phone: (334) 293-8851

State that they are a Montgomery County employee, injured on the job, require assistance, and will be under the care of Dr. turner/Garrison. If Dr. Turner/Garrison or one of their specified associates is not available, all medical services and/or the use of other physicians must be approved and specified in writing by the Risk Management Department prior to utilization.

4. If the employee's injuries are life-threatening, he/she should go to the nearest medical facility for treatment. A later evaluation will determine if the employee should be re-directed to Dr. Turner's/Garrison's care.

5. If medical attention is not needed on the day of the accident, but becomes necessary in the future, services other than Dr. Turner/Garrison or through the Jackson Hospital Emergency must be approved by the Risk Management Department prior to utilization.

6. Other than immediate, life threatening injuries where time is of the essence, an employee using a physician or medical service not approved by Risk Management will be responsible for all costs incurred.

7. The purchase of medicine other than from the treating physician's pharmacy or Adams Drugs must be approved by the Risk Management Department prior to purchase. Over the counter medication that may be used by any family member is non-reimbursable.

8. Certain expenses associated with your claim are reimbursable. You may be reimbursed for mileage to and from your authorized medical and rehab providers at the same rate as provided by law for official state travel. All mileage will be verified before reimbursement. You will not be reimbursed for mileage to a Medical Provider or Rehab Facility which is located between your residence and work location. Only one round trip to drop off and pick up prescriptions is reimbursable. Mileage to an unauthorized

medical provider is not eligible for payment. The employee has one year (12 months) from the date of incurred expense, as stated above, to file the claim for reimbursement (not retro-active). (see appendix F)

9. Before any Workers' Compensation payments will be made, a physician's or hospital report must be on file in the Risk Management Office on the appropriate forms specified by the Department Relations. (Reports can be obtained in the Risk Management Office or Dr. Turner's/Garrison's offices).

10. All on-the-job accidents, injuries, and occupational diseases, no matter how big or small, must be reported. Failure to do so could preclude compensation under workers' compensation law.

11. All injured employees **must** submit to a drug and alcohol test as part of their initial evaluation and treatment. No compensation shall be allowed for an injury or death caused by willful misconduct, refusal to use prescribed safety equipment or appliances, willful violation of the law, breach of a rule or regulation of which the employee has knowledge, or injury or death due to alcohol or drug intoxication.

12. An employee who is injured on the job and leaves work to obtain medical attention will be given time credit for a complete regular workday as special leave or Workers' Compensation time. The employee will not be given credit for time spent at the doctor's office or a medical facility in excess of their normal work period. If the department deems it essential to send another employee to assist the injured employee and that employee must remain in excess of their regular work period, the employee will be given credit under regular overtime policies and procedures.

Appendix A-1: Physician's or Hospital's Report

SOUTHEASTERN INDUSTRIAL & FAMILY MEDICINE ASSOCIATES, L.L.C.
1600 FOREST AVE
MONTGOMERY, AL 36106
(334) 261-4445 Fax (334) 261-4448

DATE:_____ **Employer:**_____ **Check In:**_____ **Check Out:**_____

Employee:_____ **DOB:**_____ **Injury Date:**_____

Diagnosis:_____

Medication Prescribed

Ansaid	Elocon Creme	Motrin	Toradol	Other:_____
Bactroban Ointment	Flexeril	Naprosyn	Ultram	
Benadryl	Gentamycin Opt gtts	Sulfadiazine Creme	Vicoprofen	Other:_____
Cipro	Keflex	Skelaxin		
Cortisporin Opt gtts	Lodine	Sterapred Pak		
Darvocet N 100	Lortab			

Restrictions

Date employee can return to regular duty: _____
Employee may NOT return to work as of: _____
Date employee can return to restricted duty: _____

***1. Occasionally: 1-5 times per hour**
***2. Frequently: 6-15 times per hour**
***3. Continuously: 16 or more times per hour**

Employee may lift (with affected extremity): ___0-5lbs ___5-10lbs ___10-15lbs ___15-20lbs ___20-30lbs ___30-40lbs ___50+lbs
Employee can perform lifting: *1. ____Occasionally *2. ____Frequently *3. ____Continuously *4. ____Not at all

Employee is able to:

Bend or Squat:	___*Occasionally	____*Frequently	____*Continuously	____*Not at all
Walk or Stand:	___*Occasionally	____*Frequently	____*Continuously	____*Not at all

In a _____ hour day, limit use of affected area to: ___Not at all ___1-2hrs ___2-4hrs ___4-6hrs ___6-8hrs ___8-10hrs ___10+hrs

____No repetitive motion of affected area	____No commercial motor vehicle operation	____No overhead work
____Rest periods ____ mins each hour	____No work at elevations over _____ feet	____Keep wound clean/avoid reinjury
____No exposure to temperature extremes	____Avoid re-exposure	____Limit work to____ hrs per day
____Accommodate splints/crutches/sling	____Continue physical therapy	____Referred to _____
____Office work only	____Desk work only	____Please call our office to discuss

Comment(s):_____

Employee discharged from care: ___yes ___no Return appt date: _____ Time:_____

MMI: ____ yes ____ no PPI: Extremity _____% Whole body _____% Pending

_____
Michael Turner D.O.

Family & Industrial Health Services
4725 Mobile Highway
Montgomery, AL 36108
(334) 281-3665 (334) 281-3578

Date: _____ Time In: _____ Time Out: _____

Employee: _____ DOB: _____

Employer: _____

Diagnosis: _____

WORK STATUS INFORMATION

_____ Patient may return to full duty with no restrictions as of _____.

_____ Patient may return to temporary alternative duty _____ with the following restrictions:

___ No lifting more than ____ pounds
___ No pushing/pulling more than ____ pounds
___ Restricted ___walking ___standing ___sitting ___squatting ___bending
___ Sitting job only - office/desk work
___ Break for postural changes (15 minutes each hour)
___ Periodic elevation of affected extremity
___ No repetitive movement of affected extremity
___ No exposure to fumes, dust, or smoke
___ No exposure to temperature extremes
___ Wound must be kept clean and dry
___ No food handling
___ Accommodate use of ___splint ___crutches ___sling ___bandage
___ Other _____

_____ Patient may not return to work until re-evaluation

TREATMENT/SERVICES PERFORMED

____ Exam ____Drug Screen ____ BAT ____X-ray ____ Sutures ____Wound care ____Splint

____ Injection for _____

____ Prescription for _____

FOLLOW-UP/DISCHARGE INSTRUCTIONS

____ Referred ___to physical therapy ___ to specialist ___ for further diagnostic testing

____ Follow-up appt. date: _____ time: _____

____ Discharged from care, no follow-up required

THE USE OF THIS FORM IS REQUIRED UNDER THE PROVISIONS OF THE ALABAMA WORKERS'S COMPENSATION LAW

WCC Form 2
Rev. 9/2006
Appendix (B)

STATE OF ALABAMA
EMPLOYER'S FIRST REPORT OF INJURY OR OCCUPATIONAL DISEASE
Ombudsman 1-800-528-5166

CLAIM REFERENCE

1. Insured Report Number	2. Filing Office Claim Number	3. OSHA Log Case Number

EMPLOYER

4. Employer Business Name	ADDRESS, IF LOCATION DIFFERENT FROM BUSINESS ADDRESS
5. Physical Address 1	10. Mailing Address 1
6. Physical Address 2	11. Mailing Address 2 or Telephone Number
7. City 8. State 9. Zip	12. City 13. State 14. Zip

15. Federal ID Number 63-6001653	16. U.C. Account Number	17. NAICS

INSURER / FILING OFFICE

18. Insurer Name Same	21. Filing Office Name 21a. Service Co. #
19. Insurer Federal ID Number	22. Mailing Address 1
20. Type Insurer ☐ Insurance Co. Ins Co #	23. Mailing Address 2 or Telephone Number
☒ Self-Insurer SI #	24. City 25. State 26. Zip
☐ Group Fund GF #	27. Filing Office Federal ID Number

EMPLOYEE / WAGES

28. First Name 29. Middle Name 30. Last Name 31 Last Name Suffix (ie. Jr., Sr., III)	32. Employee ID Number 33. Type Employee ID Number SSN ☒ Passport Number ☐ Green Card ☐ Employment Visa ☐ Assigned by Jurisdiction ☐

34. Mailing Address 1 35. Mailing Address 2 36. City 37. State 38. Zip 39. Phone	40. Gender Male ☐ Female ☐	41. Date of Birth 42.Nbr of Dependents

43. Marital Status Unmarried (Single or Divorced or Widowed) ☐ Married ☒ Separated ☐ Unknown ☐	44. Date Hired
45. Occupation Description	46. Number of Days Worked Per Week
47. Wages $ 48. Hourly ☐ Daily ☐ Weekly ☒ Bi-weekly ☐ Monthly ☐	49. Received Full Pay For Day of Injury? Yes ☒ No ☐ 50. Did Salary Continue? Yes ☐ No ☐

INJURY / TREATMENT

51. Date of Injury	52. Time of Injury a.m. ☒ p.m. ☐ unk ☐	53. Time Employee Began Work a.m. ☒ p.m. ☐	54. Date Disability Began	55. Date of Death

PLACE OF ACCIDENT, INJURY, OR EXPOSURE 56. Site Address 57. City 58. State 59. Zip 60. County	61. Injury Occurred on Employer's Premises? Yes ☒ No ☐ 62. Date Employer Notified

63. DESCRIBE WHAT THE EMPLOYEE WAS DOING JUST BEFORE THE INCIDENT AND HOW THE INJURY OCCURRED. (Ex. While climbing a ladder and carrying roofing materials, ladder slipped on wet floor causing worker to fall 20 feet)

PROVIDE DESCRIPTION CODES to identify **Nature of Injury, Part of Body** that was affected, and **Cause of Injury.**
(FOR COMPLETE LIST OF CODES, GO TO HTTP:// DIR.ALABAMA.GOV/WC

64. Nature of Injury Code 65. Part of Body Code 66. Cause of Injury Code

67. Initial Treatment No Medical Treatment ☐ First Aid By Employer ☐ Minor Clinic / Hospital ☒ Emergency Room ☐ Hospitalized > 24 Hours ☐ Major medical/Lost time ☐ Hospitalized Overnight ☐	68. Name of Treatment Facility 69. Address 70. City 71. State 72. Zip

73. Name of Physician or Other Health Care Professional	74. Has Injured Returned to Work Yes ☒ No ☐	If so, 75. Date 76. Time a.m. ☐ p.m. ☐

OTHER

77. Date Prepared	78. Preparer's First Name 79. Last Name 80. Title	81. Preparer's Telephone Number

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APPENDIX C

NATURE OF INJURY	PART OF BODY	CAUSE OF INJURY
01. No Physical Injury	10. Multiple Head Injury	01. Chemicals
02. Amputation	11. Skull	02. Hot Objects or Substances
03. Angina Pectoris	12. Brain	03. Temperature Extremes
04. Burn	13. Ear(s)	04. Fire or Flame
07. Concussion	14. Eye(s)	05. Steam or Hot Fluids
10. Contusion	15. Nose	06. Dust, Gases, Fumes or Vapors
13. Crushing	16. Teeth	07. Welding Operation
16. Dislocation	17. Mouth	08. Radiation
19. Electric Shock	18. Soft Tissue	09. Contact With, NOC.
22. Enucleation	19. Facial Bones	10. Machine or Machinery
25. Foreign Body	20. Multiple Neck Injury	11. Cold Objects or Substances
28. Fracture	21. Vertebrae	12. Object Handled
30. Freezing	22. Disc	13. Caught In, Under or Between, NOC.
31. Hearing Loss or Impairment	23. Spinal Cord	14. Abnormal Air Pressure
32. Heat Prostration	24. Larynx	15. Broken Glass
34. Hernia	25. Soft Tissue	16. Hand Tool, Utensil; Not Powered
36. Infection	26. Trachea	17. Object Being Lifted or Handled
37. Inflammation	30. Multiple Upper Extremities	18. Powered Hand Tool, Appliance
40. Laceration	31. Upper Arm	19. Caught, Puncture, Scrape, NOC.
41. Myocardial Infarction	32. Elbow	20. Collapsing Materials (Slides of Earth) Either Man Made or Natural
42. Poisoning - General	33. Lower Arm	25. From Different Level (Elevation) Off Wall, Catwalk, Bridge, Etc.
43. Puncture	34. Wrist	26. From Ladder or Scaffolding
46. Rupture	35. Hand	27. From Liquid or Grease Spills
47. Severance	36. Finger(s)	28. Into Openings Shafts, Excavations, Floor Openings, Etc.
49. Sprain or Tear	38. Shoulder(s)	29. On Same Level
52. Strain or Tear	39. Wrist (s) & Hand(s)	30. Slipped, Do Not Fall
53. Syncope	40. Multiple Trunk	31. Fall, Slip or Trip, NOC.
54. Asphyxiation	41. Upper Back Area	32. On Ice or Snow
55. Vascular	42. Lower Back Area	33. On Stairs
58. Vision Loss	43. Disc	40. Crash of Water Vehicle
59. All Other Specific Injuries, NOC	44. Chest	41. Crash of Rail Vehicle
60. Dust Disease, NOC	45. Sacrum and Coccyx	45. Collision or Sideswipe With Another Vehicle
61. Asbestosis	46. Pelvis	46. Collision with a Fixed Object Standing Vehicle or Stationary Object
62. Black Lung	47. Spinal Cord	47. Crash of Airplane
63. Byssinosis	48. Internal Organs	48. Vehicle Upset Overturned or Jackknifed
64. Silicosis	49. Heart	50. Motor Vehicle, NOC.
65. Respiratory Disorders	50. Multiple Lower Extremities	52. Continual Noise
66. Poisoning - Chemical, (Other Than Metals)	51. Hip	53. Twisting
67. Poisoning - Metal	52. Upper Leg	54. Jumping
68. Dermatitis	53. Knee	55. Holding or Carrying
69. Mental Disorder	54. Lower Leg	56. Lifting
70. Radiation	55. Ankle	57. Pushing or Pulling
71. All Other Occupational Disease Injury, NOC	56. Foot	58. Reaching
72. Loss of Hearing	57. Toes	59. Using Tool or Machinery
73. Contagious Disease	58. Big Toes	60. Strain or Injury By, NOC.
74. Cancer	60. Lungs	61. Wielding or Throwing
75. AIDS	61. Abdomen Including Groin	65. Moving Part of Machine
76. VDT - Related Diseases	62. Buttocks	66. Object Being Lifted or Handled
77. Mental Stress	63. Lumbar & or Sacral Vertebrae	67. Sanding, Scraping, Cleaning Operation
78. Carpal Tunnel Syndrome	64. Artificial Appliance	68. Stationary Object
79. Hepatitis C	65. Insufficient Info to Properly Identify	69. Stepping on Sharp Object
80. All Other Cumulative Injury, NOC	66. No Physical Injury	70. Striking Against or Stepping On, NOC.
90. Multiple Physical Injuries Only	90. Multiple Body Parts	74. Fellow Worker; Patient
91. Multiple Injuries Including Both Physical & Psychological	91. Body Systems and Multiple Body	75. Falling or Flying Object
	99. Whole Body	76. Hand Tool or Machine in Use
		77. Motor Vehicle
		78. Moving Parts of Machine
		79. Object Being Lifted or Handled
		80. Object Handled By Others
		81. Struck or Injured, NOC.
		82. Absorption, Ingestion or Inhalation, NOC
		84. Electrical Current
		85. Animal or Insect
		86. Explosion or Flare Back
		87. Foreign Matter (Body) in Eye(s)
		88. Natural Disasters
		89. Person in Act of a Crime
		90. Other Than Physical Cause of Injury
		91. Mold
		94. Repetitive Motion Callous, Blister, Etc.
		95. Rubbed or Abraded, NOC.
		96. Terrorism
		97. Repetitive Motion Carpel Tunnel Syndrome
		98. Cumulative, NOC
		99. Other - Miscellaneous, NOC

INSTRUCTIONS FOR FILING WC FIRST REPORT OF INJURY

Employers should send a completed legible form to the insurance carrier or, if self-insured, to the designated office handling their workers' compensation claims. The insurance carrier or designated office should forward this First Report on to the Workers' Compensation Division, Department of Industrial Relations, Montgomery, Alabama 36131 within fifteen (15) days from the date of injury or date of notification to the employer for all injuries for which compensation is claimed or paid. This includes deaths, permanent disabilities or temporary disabilities exceeding three (3) days).

Block 1. A number assigned by the insured to identify a specific claim
Block 2. An identifier for a specific claim within a claim administrator's claims processing system.
Block 3. Case number from log maintained for OSHA
Block 4 - Block 14. Self Explanatory
Block 15. Employer Federal ID number
Block 16. Employer Unemployment Compensation Account Number
Block 17. NAICS Industry Codes http://dir.alabama.gov/docs/forms/wc_naics.pdf
Block 18. Carrier's name
Block 19. Carrier's FEIN
Block 20. A code representing the kind of entity providing financial responsibility for the claim, exp: (I) Insurance Carrier (S) Self Insurer (G) Guarantee Fund/Group
Block 21 through Block 63. Self Explanatory
Block 64. Nature of Injury Codes http://dir.alabama.gov/docs/forms/wcio_nature_table.pdf
Block 65. Part of Body Codes http://dir.alabama.gov/docs/forms/wcio_part_table.pdf
Block 66. Cause of Injury Codes http://dir.alabama.gov/docs/forms/wcio_cause_table.pdf
Block 67 through Block 81. Self Explanatory

Appendix D: Combination Supplementary & Claim Summary

MAIL TO: STATE OF ALABAMA
Workers' Compensation Division
Department of Industrial Relations
Montgomery, Alabama 36131
1(800)528-5166, fax (334)353-0840
E-Mail: emcclease@dir.state.al.us or norum@dir.state.al.us

COMBINATION SUPPLEMENTARY & CLAIM SUMMARY FORM

1. Employee: _____ 2. Social Security number: _____
3. Employer: _____ 4. Unemployment Compensation Number: _____
5. Date of Injury: _____ 6. Date disability began this period: _____
7. Insurance carrier: _____ 8. Claim # _____ 9. Service Co # _____
10. Name, address and telephone number of office filing this report:

SUPPLEMENTAL REPORT

FIRST PAYMENT ☐ REINSTATEMENT ☐ AMENDED ☐

A.

1. On _____ *(Date of 1st check)* the amount of $ _____ was paid for the period from _____ thru _____
   Average Weekly Wage $ _____ Compensation Rate $ _____ per week.
2. Type of Disability:
   Temporary Total ☐; Temporary Partial ☐; Permanent Partial ☐; Permanent Total ☐; Fatal ☐
3. If periodic payments were awarded by Circuit Court, give name, location and civil action (CV) number and explain: _____

B.

COMPENSATION WAS NOT PAID WITHIN 30 DAYS FROM THE DATE OF DISABILITY BEGAN, COMPLETE THIS SECTION.

4. Reason for non-payment: Medical Only ☐, no lost time (return to work date) _____
   Under investigation ☐, reason for prolonged investigation _____
   In litigation ☐, Under appeal ☐
5. Has compensation been denied and claimant notified? Yes ☐ No ☐ Reason ? _____

CLAIM SUMMARY FORM

SUSPENSION ☐ SETTLEMENT ☐ AMENDED ☐

(DO NOT INCLUDE ANY PAYMENTS PREVIOUSLY FILED ON A CLAIM SUMMARY FORM)

1. Last day comp was owed and paid _____ RTW _____ MMI _____
2. Did claimant work during this period of disability? Yes ☐ No ☐ If so, from _____ to _____ for total days _____
3. AWW $ _____ CR (66.7%) $ _____ Medical paid this period $ _____
4. Amount and type of comp paid:
   TTD $ _____ WKS _____ Days _____
   TPD $ _____ WKS _____
   PPD $ _____ WKS _____ Days _____ % _____ POB _____
   PTD $ _____ WKS _____ Days _____
   Death $ _____ WKS _____ Days _____
   Estate Payment $ _____ Burial Payment $ _____ Future Med $ _____
   LSP $ _____ Date Pd _____ WKS _____ Days _____
   % _____ Part of Body _____
5. Ombudsman Yes ☐ No ☐ Court CV# _____ Location (County) _____

Date _____ Adjuster & Title _____

Signature _____

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Appendix E: Workers' Compensation Salary Benefits Worksheet

APPENDIX E

WORKERS' COMPENSATION
SALARY BENEFITS WORKSHEET

NAME:_____ DEPARTMENT_____

Date of Injury_____ Pay Period_____
Bi-weekly Salary_____X 26 pay days = _____(annual salary)
Annual Salary_____÷ 52 weeks = _____(average weekly salary)
Average Weekly Salary_____÷ 7 days =_____(daily rate)

Workmen's compensation starts after the third day of disability.
2/3 (.6667) X daily rate when injury occured = _____WC Pay

	Day Of Week	Day Of Month	WC Pay	Daily Rt. Inj	Current Daily Rt.	Day Of Pay Pd.
Day Injured						
1st day-Regular Pay						
2nd day-Regular Pay						
3rd day-Regular Pay						
4th day-2/3 w/c						
5th day						
6th day						
7th day						
8th day						
9th day						
10th day						
11th day						
12th day						
13th day						
14th day						
15th day						
16th day						
17th day						
18th day						

WC pay figured on 14 days, (State law requires WC pay be computed on the daily rate at the time of injury. Current daily rate only pertains to pay for days at work).

CURRENT DAILY RATE
Bi-weekly Salary _____ X26 pay days = _____ Annual Salary
Annual Salary _____ ÷ 52 weeks = _____ (Average Wkly)
Average Wkly _____ ÷ 7 days = _____ (Daily Rate)

4-12

MONTGOMERY COUNTY COMMISSION
MONTGOMERY COUNTY, ALABAMA

MEMORANDUM DATE:

TO: Payroll Section

FROM:

SUBJECT: Request for Reimbursement for Travel for Medical Treatment Under Workers' Compensation.

I have been required to travel to obtain medical treatment due to an on-the-job injury covered under the Workers' Compensation law. The following trips were made:

Date	From	To	Purpose (List Dr., Medical Facility, etc)	Total Miles
____	_____	_____	_____	____
____	_____	_____	_____	____
____	_____	_____	_____	____
____	_____	_____	_____	____
____	_____	_____	_____	____
____	_____	_____	_____	____
			Total	____

State Rate for Mileage Reimbursement

Total Reimbursement Requested $_____

I certify that this information is true and accurate to the best of my knowledge.

_____
Signed /Date

APPENDIX G

MONTGOMERY COUNTY COMMISSION

MINIMUM REQUIREMENTS FOR CLAIMING WORKERS' COMPENSATION BENEFITS

The Montgomery County Commission is a self-insured employer for Workers' Compensation benefits and complies with all appropriate laws. Benefits are paid to an employee when that employee has been injured **on the job** or contracts an **occupational disease**. Normally, all reasonable medical bills (hospital, doctor, medicine, etc.) which accrue due to such an injury or disease are paid by the County. Employees are paid their regular pay the first three days after injury. The County then pays 2/3 of their salary (as specified by workers' compensation law). Workers' Compensation benefits are available to county employees **provided the following minimum requirements are met.**

(1) The employee reports the accident to his/her Supervisor and the Department Head or Supervisor notifies the County Commission Risk Management office, as soon as possible. In no case shall the report be **more than 48 hours** after the injury or disease occurs.

(2) A written notice of the accident must be submitted to the Risk Management Department on State-specified report forms and include the nature of the accident, date,time,hospital, doctor, etc., within two working days after occurrence. Exceeding two days or using a letter or any other report form not approved by the County Commission will not meet the minimum reporting requirements because of higher level reports the County Commission is required by law to make to the Department of Industrial Relations.

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(3) If medical attention is necessary, the employee is required to go to the County-approved physician or facility;
Dr, Michael Turner
1600 Forest Avenue
Montgomery, AL 36106
Phone (334) 261-4445
or
Dr, Norman Garrison
4725 Mobile Hwy.
Montgomery, AL 36108
Phone (334) 281-3665
or
The Jackson Hosp. Emergency Room
1235 Forest Ave.
Montgomery, AL 36117
Phone (334) 293-8851,
stating that they are a Montgomery County Employee, were injured on the job, require assistance, and will be under the care of Dr. Turner/Garrison. If Dr. Turner/Garrison or one of their specified associates is not available, all medical services and/or the use of other physicians must be approved and specified in writing by the Risk Management Department prior to utilization.

(4) If the employee's injuries are life-threatening, he/she should go to the nearest medical facility for treatment. A later evaluation will determine if the employee should be re-directed to Dr. Turner's/ Garrison's care.

(5) If medical attention is not needed on the day of the accident, but becomes necessary in the future, services other than Dr. Turner/Garrison or through the Jackson Hospital Emergency must be approved by the Risk Management Department prior to utilization.

(6) Other than for immediate, life-threatening injuries where time is of the essence, an employee using a physician or medical service not approved by Risk Management will be responsible for all costs incurred.

(7) The purchase of medicine other than from the treating physicians pharmacy or Adams Drugs must be approved by the Risk Management Department prior to purchase. Over the counter medication that may be used by any family member is non-reimbursable.

(8) Certain expenses associated with your claim are reimbursable. You may be reimbursed for mileage to and from your authorized Medical and Rehab providers at the same rate as provided by law for official state travel. All mileage will be verified before reimbursement. You will not be reimbursed for mileage to a Medical Provider or Rehab facility which is located between your residence and work location. Only one round trip to drop off and pick up prescriptions is reimbursable. Mileage to an unauthorized medical provider is not eligible for payment. The employee has one year (12 months) from the date of incurred expense, as stated above, to file the claim for reimbursement (not retro-active).

(9) Before any Workers' Compensation payments will be made, a physician's or hospital report must be on file in the Risk Management Office on the appropriate forms specified by the Department of Industrial Relations. (Reports can be obtained in the Risk Management Office or Dr. Turner/Garrisons' office).

(10) All on-the-job accidents, injuries, and occupational diseases, no matter how big or small, must be reported. Failure to do so could preclude compensation under workers' compensation law.

(11) All injured employees **must** submit to a drug and alcohol test as part of their initial evaluation and treatment. No Compensation shall be allowed for an injury or death caused by willful misconduct, refusal to use prescribed safety equipment or appliances, willful violation of the law, breach of a rule or regulation of which the employee has knowledge, or injury or death due to alcohol or drug intoxication.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568

January 20, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Tobacco Cessation Program

At the last information session, I discussed with the County Commission initiating a tobacco cessation program. This program will be overseen by our Employee Assistance Program administrator, American Behavioral. This company has developed a worksite-based, interactive tobacco cessation program combining educational tools, as well as peer and expert monitoring. I feel American Behavioral will be effective on developing a personalized quit plan, as it has already established relationships with many of the County employees.

The program is an eight session program over a period of three months at a cost of $2,000 per class. My recommendation is this wellness program to be paid out of the Healthcare Trust Fund, as it should save future medical costs. There will be other individual costs including personalized packets which will be assumed by the participants. I am requesting that this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.

American Behavioral
SPECIAL SERVICES AGREEMENT
ADDENDUM A

TOBACCO CESSATION PROGRAM

A worksite-based, interactive tobacco cessation program combining educational tools, peer and expert mentoring, and support services. The program takes a positive and guided approach to tobacco cessation with emphasis on developing a personalized quit plan. Beginning with an individualized Tobacco Use Evaluation, participants will gain a thorough knowledge of the effects of tobacco use, commonly experienced problems in tobacco cessation, recognizing tobacco use triggers and coping strategies. A variety of tobacco cessation tools and techniques will be introduced to engage the participants and encourage a long-term commitment to tobacco cessation. See the Tobacco Cessation Group Outline for a summary of topics by session.

Indicate choice of programs:

✓ Option 1

8 session program-- $2,000 (Accommodates 10-12 members per group)*

-Can later add further group sessions for $200 each

-First 3 sessions will be weekly.
-All following sessions will be biweekly.
-All group members will have access to Celia Flanagan, Wellness Coach for one on one support during business hours.
-Includes Quit Plan Packet for each group member which includes helpful resources.
-Includes Survival Kit for each group member with oral and/or tactile items to reduce or distract from cravings/withdrawal.
-Includes personal Spirometer for each group member to measure improvement in lung capacity.
-Access to a wellness coordinator for telephonic support and guidance.

____Option 2

12 session program-- $2,500 (Accommodates 10-12 members per group)*

Includes all of above services plus an additional four (4) maintenance sessions to provide an ongoing forum for additional education, guidance and long term support.

*Travel time outside of the greater Birmingham area will be billed at $60.00/hour.

American Behavioral

Tobacco Cessation Group Outline

1. Introductions—
    a. Meet and greet for group members
    b. Congratulations for taking the first step to becoming tobacco free!
    c. Each group member will tell their story about tobacco use in their life
    d. Establish group rules
    e. Review Personal Best packet and American Behavioral resources
    f. Measure lung capacity and chart improvement
    g. Homework—Tobacco Use Evaluation Form

2. You Can Quit Tobacco!
    a. Quick overview of last group/questions/comments/concerns
    b. Discuss homework—Tobacco Use Evaluation Form
    c. Educational Presentation
    d. Group Exercise—Personal Quit Plan Packet
    e. Discussion of Personal Quit Plan
    f. Measure lung capacity and chart improvement

3. How does tobacco affect your body & what are the benefits of quitting?
    a. Quick overview of last group/questions/comments/concerns
    b. Educational presentation
    c. Discussion of presentation
    d. Measure lung capacity and chart improvement

4. Identifying & Finding Alternatives to Triggers—
    a. Quick overview of last group/questions/comments/concerns
    b. Presentation
    c. Discussion
    d. Homework—Trigger Identification Log (ongoing)
    e. Measure lung capacity and chart improvement

5. What is the financial impact of your tobacco use?
    a. Quick overview of last group/questions/comments/concerns
    b. Financial impact exercise & complete financial impact worksheet
    c. Discussion of findings
    d. Homework—Piggy Bank Project (ongoing)
    e. Measure lung capacity and chart improvement

6. Stress Management—
    a. Quick overview of last group/questions/comments/concerns
    b. Discuss Homework (Trigger Identification Log)
    c. Presentation on stress management
    d. Discussion of stress management
    e. Homework-find & practice stress management techniques that work for you
    f. Measure lung capacity and chart improvement

7. How does tobacco affect your loved ones?
    a. Quick overview of last group/questions/comments/concerns
    b. Discussion of Homework
    c. The effects of secondhand & thirdhand smoke
    d. Discussion
    e. Measure lung capacity and chart improvement

8. Exercise & Nutrition—How to avoid gaining weight.
    a. Quick overview of last group/questions/comments/concerns
    b. Presentation on Healthy Diet & Exercise
    c. Discussion
    d. Measure lung capacity & chart improvement
    e. Go for a Walk!

Other possible groups-(based on group interest)

1. Family support night
2. Relaxation Techniques
3. Nicotine Replacement Therapies
4. RELAPSE!

Agenda

JAN 25 2010

MONTGOMERY AREA COMMITTEE OF 100
P.O. BOX 79
MONTGOMERY, AL 36101
(334) 240-9430

INVOICE

December, 2009

Commissioner Elton Dean

Description:	**Amount Due**
2010 Dues	**$400**

PAYMENT DUE UPON RECEIPT

Make check payable to: The Montgomery Area Committee of 100

Mail to Attn: Charlotte Smith
P.O. Box 79
Montgomery, AL 36101

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A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mcala.org

Agenda

JAN 25 2010

January 25, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator DLM

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

C-2010-44: Shepherd's Ministries, Inc., for The Shepherd's Food Bank Program - $500; (Wilson)

C-2010-45: City of Montgomery, to be used by BONDS to Support Vaughn Meadows, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $3,000; (Wilson)

C-2010-46: The Alabama World Affairs Council, for Educational Programs - $1,000; (Wilson)

C-2010-47: Huntingdon College, for Baseball Program - $1,000; (Dean)

DLM/tll

7-1

Agenda

JAN 25 2010

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: January 21, 2010

SUBJECT: Bid No. 51100-10B-001, Roofing of 530 S. Lawrence Street

Request that a place be reserved on the agenda for the award of the above referenced bid.

After bids are completely evaluated, a request for approval of award will be issued.

Thank you for your help.

8-1

Agenda

JAN 25 2010

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: January 21, 2010

SUBJECT: Invitation to Bid No. 52110-10C-002,
Installation/Stripping of Vehicles

Request approval of award on the above referenced Invitation to Bid to the low bid of Fleet Safety Equipment, Inc., for the amount of $2,476.00, which is based on the quantity of one (1) each, be placed on the agenda for the County Commission meeting on January 25, 2010. (copy of spread sheet attached)

The award will be a one (1) year contract with the option to renew for two (2) years, in one year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year.

When a new vehicle is received by the Sheriff's Office, the old vehicle is stripped of the equipment and then re-installed in the new vehicle.

Coordination of award made with Sheriff D.T. Marshall.

Attachment

9-1

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-10C-002				FLEET SAFETY EQUIPMENT, INC. - ATTN: NATHAN C. NICHOLS - PHONE#(800) 245-5176; FAX#(205) 338-7002		ALLCOMM WIRELESS, INC. - ATTN: BEN ROGERS; PHONE#264-4552; FAX#264-0330							
ISSUED: JANUARY 13, 2010													
BID OPENING: JANUARY 20, 2010													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	INSTALLATION/												
	STRIPPING OF												
	VEHICLES												
1	PATROL DIV-INSTALL	EA	1	$756.00	$756.00	$875.00	$875.00						
	STRIPPING	EA	1	$363.00	$363.00	$830.00	$830.00						
2	CIVIL/UNMARK-INSTAL	EA	1	$537.00	$537.00	$785.00	$785.00						
	STRIPPING	EA	1	$250.00	$250.00	$740.00	$740.00						
3	MOTOCYCLE-INSTALL	EA	1	$380.00	$380.00	$570.00	$570.00						
	STRIPPING	EA	1	$190.00	$190.00	$525.00	$525.00						
	1 YEAR CONTRACT												
	W/OPTION TO RENEW												
	4 BIDS MAILED												
TOTAL BID AMOUNTS					$2,476.00		$4,325.00						

Notes:

9-2

SPRTSHTINSTALLVEH

CARPDC
CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION
AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Bill J. Tucker
Executive Director

Agenda

JAN 25 2010

November 24, 2009

Mr. Donald L. Mims
Montgomery County Administrator
100 South Lawrence Street
Montgomery, Alabama 36104

RE: Final Invoice – CH2MHILL
Montgomery County Environmental Park Master Plan

Dear Mr. Mims:

Our office is in receipt of what amounts to a "Final Invoice" from CH2MHILL for completion of the above stated project. The invoice totals $4,598.25 and represents their unpaid contractual balance. The firm has completed their work and submitted the required documents to both CARPDC and the County Commission.

It is our recommendation that full payment be made by the Montgomery County Commission at the next available opportunity. Such payment will close out the project file.

Should you have any questions, feel free to contact me at anytime.

Sincerely,

Bill J. Tucker
Executive Director

430 SOUTH COURT STREET• MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976

10-1

CH2MHILL

Montgomery Office
4121 Carimichael Road
Suite 400
Montgomery, AL 36106-1622
(334) 271-1444 Fax (334) 277-5763

Remit To:
CH2M HILL, Inc.
Post Office Box 200991
Dallas, Texas 75320-0991

Montgomery AL County Commission
100 South Lawrence Street
Montgomery AL 36104

Date: 18-Dec-08
Project No.: 356183
Client Ref. No.: 043375
Invoice No.: 3680654

Attn: Donny Mims, County Administrator

INVOICE

MONTGOMERY COUNTY ENVIRO PARK MASTER PLAN
Period Ending: **11/28/08**

Lump Sum Fee	$	91,965.00
Percent Complete		100.0%
Total Earned To Date	$	91,965.00
Less Amount Previously Invoiced	$	87,366.75
Total Amount Due This Invoice	$	**4,598.25**

OUTSTANDING INVOICES:

DATE	INVOICE #	AMOUNT
8/29/2008	3665276	2,758.95
9/26/2008	3669071	1,839.30

ORIGINAL

Billing Inquiries: Betsy Madden (334) 215-9034

DUE AND PAYABLE ON RECEIPT OF INVOICE. FINANCE CHARGES WILL BE ASSESSED AT 1 1/2 PERCENT PER MONTH (OR MAXIMUM PERMISSIBLE UNDER STATE LAW) ON ALL ACCOUNTS OVERDUE UNLESS STATED OTHERWISE IN OUR CONTRACT. *CH2M HILL IS INCORPORATED.*

Please Return Copy with Payment

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Agenda

JAN 25 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 10

DEPARTMENT:	County Comm Appropriations	REVIEWED:	S. Thomas	1/21/2010
DATE:	1/21/2010		Finance Director	Date
REQUESTED BY:	Donald L. Mims, Administrator	APPROVED:		
Elected Official/Dept. Head			Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Chamber of Commerce	001-59320-483	300,000	2,000	302,000
Misc In House Appropriations	001-59310-499	191,300	-2,000	189,300
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	491,300	0	491,300

JUSTIFICATION:

To provide funding for the State Master Gardner Conference.

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Appendix C

Agenda

JAN 25 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 3

Date: January 19, 2010

To: Donald L. Mims, Administrator

From: Larry R. Curvin

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, Alabama

Departure Date: February 3, 2010 Return Date: February 5, 2010

Conference Leave (Days / Hours): 3 days

Purpose of Travel: To attend the annual GFOAA Conference. This conference agenda has several timely topics and the available CPE hours for attending will help to maintain the required level of continuing professional education.

Traveler (s) Name:
1. Larry Curvin
2. Terri Henderson
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	x	Other (Specify)	

Total (est.) Cost: $1,350.00 Advance Registration Required: $450.00

Department Name: Tax & Audit Fund Name: General Fund 00151800265

Additional Comments: Registration is $225/attendee. The conference will provide 16 hours continuing professional education for each attendee. Other travel costs are per MCC policy. GFOAA = Government Finance Officers Association of Alabama.

To: Larry R. Curvin

From: Donald L. Mims, Administrator

The above request is app. 01/25/10 reimbursement of actual and necessary expenses in the approximate amount of $1,350.00 and advance registration of $450.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-51800-265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$7,000.00	
Approved Requests:	$2,322.00	
Budget Available:	$4,678.00	
Current Requests:	$1,350.00	
Budget Balance:	$3,328.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/19/2010

cc: Finance Director / Buyer

12-1

Appendix C

Agenda

JAN 25 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 12

Date: January 15, 2010

To: Donald L. Mims, Administrator

From: Sheriff D. T. Marshall

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dothan, AL

Departure Date: February 1, 2010 Return Date: February 5, 2010

Conference Leave (Days / Hours): 40 hours

Purpose of Travel: K9 Seminar

Traveler (s) Name: 1. Lieutenant George Beaudry 4. _____

2. _____ 5. _____

3. _____ 6. _____

Check Mode of Transportation: County Vehicle [X] Commercial Air [ ]

Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $0.00 Advance Registration Required: $0.00

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: All expenses are being paid by Dothan Police Department.

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 01/25/10 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-52110-265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$20,000.00	
Approved Requests:	$6,009.43	
Budget Available:	$13,990.57	
Current Requests:	$0.00	
Budget Balance:	$13,990.57	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/15/2010

cc: Finance Director / Buyer

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Appendix C

Agenda

JAN 25 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 1

Date: January 11, 2010

To: Donald L. Mims, Administrator

From: Wanda Robinson, Director of Detentior

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Pearl River, LA

Departure Date: February 28, 2010 Return Date: March 6, 2010

Conference Leave (Days / Hours): 5 days

Purpose of Travel: Attend S.O.R.T. Instruction Seminar

Traveler (s) Name:
1. Martinez Tolbert
2. Carlos Parks
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	X	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $1,725.00 Advance Registration Required: $1,190.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments:

To: Wanda Robinson, Director of Detentior

From: Donald L. Mims, Administrator

The above request is app. 01/25/10 reimbursement of actual and necessary expenses in the approximate amount of $1,725.00 and advance registration of $1,190.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-52200-265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$20,000.00	
Approved Requests:	$837.00	
Budget Available:	$19,163.00	
Current Requests:	$1,725.00	
Budget Balance:	$17,438.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/11/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda
JAN 25 2010

Request # 8

Date: January 22, 2010

To: Donald L. Mims, Administrator

From: Jane Mardis, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Guntersville State Park

Departure Date: February 21, 2010 Return Date: February 26, 2010

Conference Leave (Days / Hours): 6 days

Purpose of Travel: Attend AAAO 2010 Winter Education Session and pre-conference course, "Valuing Usual and Unusual Personal Property"

Traveler (s) Name: 1. Donna Raney 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [x] Other (Specify) [ ]

Total (est.) Cost: $1,000.00 Advance Registration Required:

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments:

To: Jane Mardis, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 01/25/10 reimbursement of actual and necessary expenses in the approximate amount of $1,000.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department	
Fund Code:	120-51985-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$8,515.00
Budget Available:	$16,485.00
Current Requests:	$1,000.00
Budget Balance:	$15,485.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/22/2010

cc: Finance Director / Buyer

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Appendix C

Agenda

JAN 25 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 9

Date: January 22, 2010

To: Donald L. Mims, Administrator

From: Jane Mardis, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Guntersville State Park

Departure Date: February 22, 2010 Return Date: February 26, 2010

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Attend AAAO 2010 Winter Education Session

Traveler (s) Name: 1. Jane Mardis 4.

2. 5.

3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]

Private Vehicle [x] Other (Specify) [ ]

Total (est.) Cost: $1,000.00 Advance Registration Required:

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments:

To: Jane Mardis, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 01/25/10 reimbursement of actual and necessary expenses in the approximate amount of $1,000.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	120-51985-265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$25,000.00	
Approved Requests:	$8,515.00	
Budget Available:	$16,485.00	
Current Requests:	$2,000.00	
Budget Balance:	$14,485.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/22/2010

cc: Finance Director / Buyer

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Appendix C

Agenda

JAN 25 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 5

Date: 1.22.10

To: Donald L. Mims, Administrator

From: Barbara M. Montoya, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Spring Career Fair, Troy University, Troy, Alabama

Departure Date: February 24, 2010 Return Date: February 24, 2010

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: to attend Career Fair to recruit applicants for the Montgomery City-County Personnel Department

Traveler (s) Name:
1. Shenita Mitchell
2. Kaila Matney
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	X		Commercial Air		
Private Vehicle			Other (Specify)		

Total (est.) Cost: $100.00 Advance Registration Required: $100.00

Department Name: Personnel Fund Name: Merit System

Additional Comments:

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 01/25/10 reimbursement of actual and necessary expenses in the approximate amount of $100.00 and advance registration of $100.00 is authorized.

To be completed by the Finance Department		
Fund Code:	123-51961-265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$15,000.00	
Approved Requests:	$3,132.00	
Budget Available:	$11,868.00	
Current Requests:	$100.00	
Budget Balance:	$11,768.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/22/2010 12-6

cc: Finance Director / Buyer