

APRIL 13, 2017

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Harold G. Montgomery. Roll Call: President Harold G. Montgomery, present; Vice President David K. Smith, present; Commissioner Brent Saunders, present.

The President entertained a motion for approval of the April 6, 2017 minutes. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
EMA	Sherry Daines & Tim Miller	4/17 – 4/19	Columbus, Ohio	Ohio EMA Spring Conf.
Commissioners	Harold Montgomery, David K. Smith, & Brent Saunders	4/13	Wellston, Ohio	GJMV Solid Waste Dist. Mtg

The President entertained a motion to approve travel requests as submitted. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

2017 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total in Foster
4/09	18	2	2	0	8	0	0	0	12	21	3	0	0	4

**EVALUATION OF GALLIA-MEIGS COMMUNITY ACTION AGENCY'S
APPLICATION TO ADMINISTER GALLIA & MEIGS COUNTY FY 2017 CHIP GRANT**

County Administrator Karen Sprague advised the Commission that she received the application to administer Gallia & Meigs County's joint FY 2017 Community Housing Impact and Preservation Program (CHIP) grant from Gallia-Meigs Community Action Agency (CAA) as requested by the County. The Ohio Development Services Agency requires the County either bid this service out if the county is not going to utilize a non-profit agency or request an application from a local non-profit agency. Gallia & Meigs Counties chose to request the application from the CAA, a local non-profit, since they have administered Gallia County's last 11 CHIP grants, 1 CHIP grant for the City of Gallipolis and 1 CHIP grant for Meigs County and because they have done a good job with them.

Gallia County must now evaluate the application that has been submitted based on the following criteria:

1. Financial capacity and stability
2. Experience and expertise
3. Demonstrated capacity including adequate staffing and organizational strength

If the application is deemed acceptable based on the evaluation criteria, Gallia County must then negotiate a written agreement with the non-profit agency. The agreement must contain, at a minimum, all federal uniform administrative requirements, a description of the work to be performed, a schedule for completion of work, a budget, procedures for disbursement of funds, requirements for records and reports that must be submitted, dispute resolution procedures, suspension and termination clauses and whatever other provisions are deemed necessary after consultation with the County Prosecuting Attorney and a review of federal, state and local regulations. The unsigned agreement (or signed with a clause that the agreement is contingent upon the county receiving the grant funding) must be included in the FY 2017 CHIP application, which is due to ODSA on 5/5/2017.

The agreement between the county and the nonprofit agency must then be formalized with a resolution passed by the Board of Gallia County Commissioners, stating it is being adopted pursuant to receipt of a grant agreement from ODSA.

If the County is awarded the grant, payment can only be made to the nonprofit agency upon completion documentation, and verification of a given phase or task as outlined in the written agreement and after the work has been properly reviewed by a county representative.

The agreement must state that Gallia County will identify a representative who will be responsible for overseeing the activity of the nonprofit and for making regular routine reviews of their performance.

Gallia County will be responsible for maintaining all the appropriate records associated with the procurement of the nonprofit agency including a copy of the RFA; the application submitted by the nonprofit agency; the evaluation rating tool complete with the agency's performance; the written agreement between the grantee and the nonprofit; the resolution; records on monitoring visits and oversight activities undertaken by the grantee; and a record of the disbursement of funds.

Karen Sprague requested that the Commission take some time to review the application by the GMCAA. She advised that she had thoroughly reviewed it and felt that it included all the information that was requested by the County. The following information was noted:

1. List of prior experience in administration and implementation of Community Housing Improvement Programs dating back to 1976 including total project budgets of \$22,092,759.00.
2. Organization chart of CAA staff for the CHIP program showing 5 trained and capable staff for administration and implementation of this project – included job/position descriptions, resumes and certificates of training for each staff member
3. List of Scope of Services to be provided to administer and implement the FY 2017 CHIP grant is received by the County

4. Independent Auditor's Report for the year ended 2/29/16, which reflects the following (most current one available at this time – upon completion of the year ended 2/29/16 report it will be provided as well):
 - a. "In our opinion, Gallia-Meigs Community Action Agency, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have been direct and material effect on each of its major federal programs for the year ended February 28, 2014."
 - b. "We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses."
 - c. "There were no findings or recommendations in the prior year report requiring the preparation of this schedule. Financial Statement Findings – NONE; Federal Findings And Questioned Costs - NONE for the fiscal year ended February 29, 2016."

After review of CAA's application, Harold Montgomery entertained a motion to give the application a rating of 100%, deem the application acceptable based on all the 3 evaluation criteria listed above. David Smith moved and Brent Saunders seconded the motion. Roll call votes: Harold Montgomery, yea; David Smith, yea; Brent Saunders, yea.

RESOLUTION – 2017 CHIP GRANT PARTNERSHIP AGREEMENT

Harold Montgomery entertained a motion to approve and sign the 2017 CHIP Grant Partnership Agreement as presented. David Smith moved and Brent Saunders seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

WHEREAS, the County of Gallia & County of Meigs, State of Ohio, are applying for a 2017 Community Housing Impact and Preservation Program (CHIP) grant for the entire Counties of Gallia and Meigs and;

WHEREAS, the County of Gallia & County of Meigs intends to rehabilitate, through a loan/grant program, substandard homes in the Counties of Gallia and Meigs if awarded funding.

NOW THEREFORE, the County of Gallia, hereinafter called the "Grantee" and the County of Meigs, hereinafter called the "Partner", agree to the following Partnership Agreement.

**Partnership Agreement for the
Community Housing Impact and Preservation Program
Between
Gallia County & Meigs County**

The Counties of Gallia and Meigs hereby enter the following partnership agreement for a 2017 grant application as well as implementation and administration of the Community Housing Impact and Preservation Program for years 2017 – 2019 if the grant application request is funded by the Ohio Development Services Agency, Office of Community Development (ODSA, OCD). The following are ODSA, OCD required contents for said partnership agreements:

- A. Designate an applicant/grantee for the partnership to apply for CHIP funding
 - a. The Counties of Gallia and Meigs agree that Gallia County will be applicant/grantee for the 2017 CHIP application.
- B. Execute a partnership agreement between the grantee and each jurisdiction within the partnership that is eligible to receive CHIP funds from the state
 - a. The CEO of the Board of County Commissioners of grantee Gallia County and partner Meigs County will both execute the partnership agreement.
- C. Upon execution of the agreement, partner Meigs County becomes a part of the grantee's program for purposes of program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the 2017 CHIP grant period.
- D. Outline in the details of the agreement if the responsibility of hiring a grant administrator transfers to a partner or if that responsibility will remain with the grantee
 - a. Gallia County Administrator Karen Sprague will provide administration and oversight of the 2017 CHIP grant, as well as monitoring and oversight of the implementation performed by Gallia-Meigs Community Action Agency.
 - b. The grantee (Gallia County) will be responsible for entering into an administrative agreement with Gallia-Meigs Community Action Agency to provide implementation for the 2017 CHIP grant.
 - c. Meigs County is hereby agreeable to utilizing Gallia-Meigs Community Action Agency for implementation of the 2017 CHIP grant.
- E. The responsibility for filing mortgages on properties, retaining program income, and redistributing program income should either collectively be the responsibility of either the grantee or each partner
 - a. Gallia-Meigs Community Action Agency will file the mortgages on properties for the 2017 CHIP grant:
 - i. Gallia County Commissioners will be listed as the lender for mortgages filed in Gallia County.
 - ii. Meigs County Commissioners will be listed as the lender for mortgages filed in Meigs County.
 - b. Gallia County Administrator Karen Sprague will provide administration over retaining program income from the 2017 CHIP grant mortgages that are filed in Gallia County as well as expending program income for future housing projects. This will include completion of the semi-annual housing program income reports and the Housing Program Income Agreement with ODSA, OCD.
 - c. Meigs County Grants Administrator Betsy Entsminger will provide administration over retaining program income from the 2017 CHIP grant mortgages that are filed in Meigs County as well as expending program income for future housing projects. This will include completion of the semi-annual housing program income reports and the Housing Program Income Agreement with ODSA, OCD.
- F. Details of fiscal obligations. Determine if the grantee will pay contractors in partnering jurisdictions directly, or if each partner will directly pay contractor invoices then get reimbursed by the grantee upon submission of complete source documentation verifying that invoices are paid.

- a. Gallia County will pay each contractor directly from the grant fund that will be established with the Gallia County Auditor's department for this grant. This will be a part of County Administrator Karen Sprague's responsibility as grant administrator.
 - b. The breakdown of funds per Gallia and Meigs County on the attached spreadsheet is an expectation that those budgeted funds will be spent in the specific jurisdictions, however if projects are not contracted in those specific jurisdictions within the grant specified time frame the amounts could change based on which county has projects ready to go under contract within the grant specified time frames.
 - c. Grantee Gallia County will maintain record availability for monitoring purposes as well as retaining all grant & project record for the required time period after the financial closeout.
- G. Outline who will manage grant fund administration and implementation. Actions should be considered when distributing funds based on need, performance, timeliness, outcome achievement, and availability of funds. Funds distributed from grantee to partner are budgeted, not awarded, based on the planning process. Therefore, it is simply an expectation that those budgeted funds will be spent in that specific jurisdiction. It is ultimately the grantee's responsibility to ensure all elements of the grant agreement are carried out prior to closeout.
- a. Gallia County will pay administrative funds to partner Meigs County directly from the grant fund that will be established with the Gallia County Auditor's department for this grant. This will be a part of County Administrator Karen Sprague's responsibility as grant administrator. These funds are budgeted based on the attached spreadsheet that is made a part of this partnership agreement.
 - b. The breakdown of funds per Gallia and Meigs County on the attached spreadsheet is an expectation that those budgeted funds will be spent in the specific jurisdiction, however if projects are not contracted in those specific jurisdictions within the grant specified time frame the amounts could change based on which county has project ready to go under contract within the grant specified time frames.
- H. Language affirming that information will be provided to the grantee as necessary for reporting purposes.
- a. Partner Meigs County agrees to provide information to Grantee Gallia County as is necessary for grant reporting purposes.
- I. Language affirming that all records will be retained by the grantee after financial closeout.
- a. Grantee Gallia County will retain all records for the grant required time period after financial closeout of the grant is completed.
- J. Language affirming that all parties have a mutual understanding that they are compliant with Program Policy Notice: OCD 15-02, Procurement of Grant Administration Services.
- a. The Counties of Gallia and Meigs are both in agreement that Program Policy Notice: OCD 15-02 will be followed for contracting Gallia-Meigs Community Action Agency for the 2017 CHIP grant implementation.
- K. Language affirming which partnering jurisdiction's PPM will be adopted for the 2017 CHIP grant
- a. The Counties of Gallia and Meigs are both in agreement that Gallia County's PPM will be adopted and utilized for the purposes of the 2017 CHIP grant.
- L. This agreement covers the 2017 CHIP program awarded with funds from the state's CDBG, HOME, and OHTF allocations.
- M. This agreement shall remain in effect until the 2017 CHIP funds are expended and the funded activities are complete and closed out.
- N. This agreement provides that grantee Gallia County and partner Meigs County agree that they cannot terminate or withdraw from the partnership agreement while it remains in effect for the period of time specified in the grant agreement with the ODSA, OCD.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 13th day of April, 2017.

WITNESSES:
s/ Karen Sprague

COUNTY OF GALLIA
s/ HAROLD G. MONTGOMERY, PRESIDENT
GALLIA COUNTY COMMISSIONERS

The foregoing Agreement is hereby approved as to legal form and content.

s/ JASON HOLDREN
COUNTY OF GALLIA PROSECUTING ATTORNEY

IN WITNESS WHEREOF, the parties have hereunto set their hands this 13th day of April, 2017.
s/ Betsy Entsminger

s/ MICHAEL W. BARTRUM, PRESIDENT
MEIGS COUNTY COMMISSIONERS

The foregoing Agreement is hereby approved as to legal form and content.

s/ JAMES K. STANLEY
COUNTY OF MEIGS PROSECUTING ATTORNEY

RESOLUTION – 2017 CHIP SCOPE OF SERVICES & RESOLUTION OF INTENT

County Administrator Karen Sprague presented the Commission with the Scope of Services and Resolution of Intent between Gallia County, Meigs County and Gallia-Meigs Community Action Agency for the administration and implementation of the 2017 CHIP grant, if Gallia County is awarded grant funding from the Ohio Department of Administrative Services. Ms. Sprague noted the resolution of intent describes the distribution of Implementation and Administration grant funds to Gallia-Meigs Community Action Agency and Meigs County CDBG Office as follows:

- \$112,950 for Implementation Services by Gallia-Meigs Community Action Agency
- \$52,500 for Administration Services by Gallia-Meigs Community Action Agency
- \$9,600 for Administration Service by Meigs County CDBG Staff
- \$27,000 for Non-Specific Administration Services by Gallia-Meigs Community Action Agency

- Total \$202,050

The documents also reflect County Administrator Karen Sprague will be the overall grant administrator, and will provide oversight of the 2017 CHIP grant for both Gallia & Meigs Counties, as well as monitoring and oversight of the implementation performed by Gallia-Meigs Community Action Agency. These services will be provided as an in-kind match to the 2017 CHIP grant. Harold Montgomery entertained a motion to approve and sign the Scope of Services & Resolution of Intent as presented. David Smith moved and Brent Saunders seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

PROCLAMATION – NATIONAL COMMUNITY DEVELOPMENT WEEK

Harold Montgomery entertained a motion to approve the following proclamation. David Smith moved and Brent Saunders seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

WHEREAS, 2017 marks the 43rd anniversary of the CDBG Grant Program, the 26th anniversary of the HOME Grant Program and the 31st anniversary of the National Community Development Week campaign; and

WHEREAS, CDBG and HOME are valued programs in our state and communities, contributing to the state and local economy, serving households in need, maintaining and stabilizing neighborhoods, and providing the flexibility to develop partnerships and projects that are vital to the well-being of our area; and

WHEREAS, the Board of Gallia County Commissioners strongly supports the continued flexibility provided by both programs and strongly support increased funding for CDBG and HOME so that grantees can continue to respond to current and emerging community development needs, including the creation of jobs, development of affordable housing, improvement of existing housing stock, the delivery of vital services, and important infrastructure improvements; and

WHEREAS, the Board of Gallia County Commissioners takes this time to educate residents and other elected officials about the importance of the CDBG, HOME and other community development programs through ODSA and how they affect the lives of low- and moderate-income people; and

WHEREAS, the Board of Gallia County Commissioners wishes to take this opportunity to showcase our accomplishments and projects completed in our communities that improved residents' quality of life; and

WHEREAS, the Board of Gallia County Commissioners notes \$12.9 million grant funding from the CDBG & HOME Grant Programs have resulted in the following outcomes since 1991: 387 home repair/rehab assistance; 81 street improvement projects; 30 fire equip/facility projects; 5 sidewalk/storm drainage projects; 10 park/rec projects; 2 handicap barrier removal projects; 11 senior/community center rehab projects; 3 small scale sewer projects serving 108 customers; 8 public service projects; 4 planning projects; 1 veterans vehicle project; 4 large scale sewer projects serving 876 customers; 2 distress communities projects (community center & fire facility rehab in Greenfield Township & community center, fire equipment, sewer system, street paving, catch basins, park/rec equip, basketball court paving & landscaping in Vinton Village); 2 critical infrastructure projects (3 bridge replacements in Guyan Township & 1 slip repair in Gallipolis City).

NOW THEREFORE, We, the Board of Commissioners of Gallia County, Ohio wish to acknowledge the County's endorsement and commitment to celebrate the 31st Anniversary of Community Development Week and do hereby proclaim the week of April 17-22, 2017 as

Community Development Week

in Gallia County and encourage citizens to acquaint themselves with the CDBG & HOME programs, how these programs have benefited the residents of Gallia County and the importance of continued federal funding for these essential community development programs.

Dated this 13th day of April 2017

- s/ Harold G. Montgomery, President
- s/ David K. Smith, Vice-President
- s/ Brent Saunders, Commissioner

NEW LEASE – DRIVERS EXAM STATION (ODPS) AT SERVICE CENTER

County Administration Karen Sprague presented the Commission with a new lease from the Ohio Department of Public Safety for the Drivers Examination Office Space at the Gallia County Service Center for Suite A, 707 sq. ft. The Ohio Department of Public Safety is requesting a new the lease for the 2 year period of 7/1/2017 – 6/30/2019, annual rental rate will remain the same at \$6,600, payments to be made quarterly in the amount of \$1,650 per quarter. The current lease expires 6/30/2017. Additional terms requested:

- Article IX Services by County:
 - Paint interior every five (5) years.
 - Maintain parking lot and appropriate markings. Lessor will make all repairs to the parking lot, Cold patch repairs shall be made by the lessor within ten (10) days of lessee's notice, with permanent repairs made within four (4) months of said notice.
 - Lessor will maintain an occupancy permit for the office.
- Article XVII Recording this lease is no longer required. Article XVII replaces the recording language found in the current lease.

The President entertained a motion to approve and sign the lease extension as presented and attested by Prosecutor Jason D. Holdren. Brent Saunders made and David K. Smith seconded the motion. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

2016 ANNUAL JAIL INSPECTION REPORT

Commissioners were in receipt of the Gallia County 2016 Annual Jail inspection from the Ohio Department of Rehabilitation & Correction. In accordance with Section 5120.10 of the Ohio Revised Code and Executive Order 92-03

CASSTO & HARRIS, INC. — RE-ORDER NO. 14260-15

of the Department of Rehabilitation and Correction, the Gallia County Jail, a full service jail, was inspected on 11/30/2016. The Letter is on file in the Sheriff's office and in the Commissioner's office for review.

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK – PROCLAMATION

The President entertained a motion to approve the proclamation. David K. Smith made and Brent Saunders seconded the motion to proclaim the following: Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

**National Public Safety Telecommunicators Week
April 9 – 15, 2017**

Whereas emergencies can occur at any time that require law enforcement, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of law enforcement, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our law enforcement and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Gallia County 911 Communications Center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our law enforcement and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

Whereas Public Safety Telecommunicators of the Gallia County 911 Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas dispatchers have exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore Be It Resolved that the Gallia County Commissioners declares the week of April 9 through 15, 2017 to be National Public Safety Telecommunicators Week in Gallia County, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

Signed this 13th day of April, 2017
Gallia County Commissioners

s/ Harold G. Montgomery, President

s/ David K. Smith, Vice President

s/ Brent Saunders, Commissioner

PROSECUTING ATTORNEY

Randy Dupree met with the commission for their weekly update, review and advice on any legal issues. No action taken.

BOARD OF ELECTION - BUDGET

BOE board member John Burnett & BOE Director Dale Whitt met with the Commission to discuss their 2017 budget. Mr. Whitt presented the Commission with a state form noting the estimated cost of a special election in Gallia County as follows: \$1,688.11 per precinct x 25 precincts = \$42,202.80 for a county-wide special election. Estimated costs per number of registered voters in Gallia County is \$2.22 each. Costs broken down: \$12,250 for compensation of precinct election officials; \$700 for cost of rental, moving, utilities of polling locations; \$13,056 for cost of ballots, instructions, election supplies, postage and registration lists; \$7,358.40 for cost of compensation for overtime worked by Director, Deputy Director, and regular employees required for and associated with the preparation and conduct of election; \$3,723.40 for compensation of intermittent employees hired to perform duties required and associated with the preparation and conduct of the election; \$1,200 for cost of delivering, placing and removing ballot boxes, voting machines, marking devices, and election supplies, including ballots; \$3,915 for cost of contractors engaged to prepare, program, test and operate voting machines, marking devices and automatic tabulating equipment.

Mr. Whitt discussed electronic poll books with purchase cost of \$41,300 for 30 poll books. State will reimburse the County \$31,600 so the County share would be \$9,700. Mr. Whitt noted the BOE has saved enough in salary/fringes to cover the upfront costs for electronic poll books. Commission noted they are in agreement to proceed. Mr. Whitt noted he will be bringing a MOU before the Commission to approve soon noting it is currently before the Prosecuting Attorney for approval before he will bring it to the Commission for approval.

Mr. Whitt noted cost of a new server if needed at \$5,800 which is down from original estimate of \$10,000 to \$12,000. Mr. Whitt also noted it may be coming down from the state for the purchase of new voting machines.

SHERIFF – DISPOSAL RESOLUTION

The Board of Commissioners of Gallia County, Ohio met in regular session on the 13th day of April, 2017 at the office of the Commissioners with the following members present: Harold G Montgomery, President; David K Smith, Vice President; Brent Saunders, Member

Resolution of Disposal of Unfit for Public Use Equipment

David Smith moved the adoption of the following:

WHEREAS, the Gallia County Sheriff's Office is recommending the said property listed below is no longer fit for use; and
WHEREAS, the said property is not being leased nor has been purchased with grant funding and is the property of Gallia County, and

WHEREAS, the Gallia County Sheriff is of the opinion that the fair market value of this property is less than two thousand five hundred (2,500) dollars; and

WHEREAS, The Board of Gallia County Commissioners finds upon recommendation of the Gallia County Sheriff that the said county property listed below is unfit for public use for which it was acquired; and **NOW THEREFORE BE IT RESOLVED**: the Board of Commissioners of Gallia County hereby find that the said county property listed below is able to be destroyed:

- Box is miscellaneous electronics
- Old speakers (2)
- VHS Camcorders (2)
- VCR (1)
- 35mm camera (6)
- Computer monitor (1)
- Printer (1)
- Battery charging dock (1)
- Battery Jumpbox (1)

Brent Saunders seconded the foregoing Resolution. Roll call votes: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea.

GALLIA COUNTY COMMISSIONERS

s/ Harold G. Montgomery, President
s/ David K. Smith, Vice President
s/ Brent Saunders, Commissioner

GALLIA COUNTY SHERIFF

s/ Matthew D. Champlin, Sheriff

CHILDREN SERVICES 1st QTR. AGENCY UPDATE

Executive Director Russ Moore met with the Commissioners for an update of the agency's fiscal condition. Cash, expenditures, intake and screening reports were distributed for January, February, and March and reviewed by everyone. Child Neglect is the number one report taken and investigations conducted. Discussed future state budget allocations to Children Service Agency's for opiate addiction services. Commissioner Montgomery noted Mr. Moore and the Children Services Board are to be commended for operating within their budget.

NCADD ALCOHOL AWARENESS MONTH – PROCLAMATION

Marvin Vanderberg with Gallia County Citizens for Prevention and Recovery Coalition was present for NCADD Alcohol Awareness month proclamation. Also in attendance: County Administrator Karen Sprague, Sheriff Matthew D. Champlin, Prosecutor Jason D. Holdren and Dean Wright, Gallipolis Daily Tribune. David K. Smith made and Brent Saunders seconded the motion to proclaim the following. Roll call: Mr. Saunders, yea; Mr. Montgomery, yea; Mr. Smith, yea:

NCADD ALCOHOL AWARENESS MONTH 2017
Connecting the Dots: Opportunities for Recovery

- WHEREAS**, excessive drinking is responsible for more than 4,300 deaths among underage youth each year; and
- WHEREAS**, alcohol is the most commonly used addictive substance in the United States; and
- WHEREAS**, nearly 10 million young people, ages 12 to 20, report that they've consumed alcohol in the past 30 days; and
- WHEREAS**, young people who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at age 21; and
- WHEREAS**, drinking by persons under the age of 21 is illegal, yet people aged 12 to 20 drink 11% of all alcohol consumed in the United States; and
- WHEREAS**, the typical American will see 100,000 beer commercials before he or she turns 18; and
- WHEREAS**, kids who drink are more likely to be victims of violent crime, to be involved in alcohol-related traffic crashes, and to have serious school-related problems; and
- WHEREAS**, a supportive family environment is associated with lowered rates of alcohol use for adolescents; and
- WHEREAS**, kids who have conversations with their parents and learn a lot about the dangers of alcohol and drug use are 50% less likely to use alcohol and drugs than those who don't have such conversations.

THEREFORE, we, the Gallia County Commissioners now join the National Council on Alcoholism and Drug Dependence, Inc. (NCADD) and do hereby proclaim that April 2017 is Alcohol Awareness Month in Gallia County. As the Gallia County Commissioners we also call upon all citizens, parents, governmental agencies, public and private institutions, businesses, hospitals, schools and colleges in Gallia County to support efforts that will provide early education about alcoholism and addiction and increase support for individuals and families coping with alcoholism. Through these efforts, together, we can provide **Hope, Help and Healing** for those in our community who are facing challenges with alcohol use and abuse.

IN WITNESS WHEREOF, we hereunto set our hand and caused the Seal of Gallia County to be affixed on this 13th day of April, 2017.

s/ Harold G. Montgomery, President
s/ David K. Smith, Vice President
s/ Brent Saunders, Commissioner

COUNTY AUCTION

The following proposals were received from Auctioneer's for a County Auction:

- Josh Bodimer of Gallipolis, Ohio:
 - 5.5% of entire auction proceeds
 - Will furnish 1 clerk and 1 cashier entire Auction, + 2 part of the Auction, 3 auction helpers/Spotters
 - Will provide all equipment, supplies and personnel to conduct the auction including restroom facilities & online auction platform rental and fees

- Will provide a Live/Online Hybrid Event to allow buyers unable to attend the opportunity to place bids online simultaneously
- Need a 5 week advance notice
- Need a signed contract as required by State of Ohio
- Costs for marketing budget of \$4,200
- Lee Johnson of Gallipolis, Ohio:
 - 5% of entire auction proceeds
 - Will furnish 2 clerks, 2 cashiers, 2 auction helpers as well as Mr. Johnson as auctioneer
 - Will provide a live auction event
 - Need a 4 week advance notice
 - Need a signed contract as required by the State of Ohio
 - Costs for marketing budget of \$5,236
 - Advertise on internet for free

The Commission is reviewing the proposals and will take action at a later date.

MOU – HOLZER CLINIC RETAIL CLINICS

Attorney Brent A. Saunders met with the Commission to present a Memorandum of Understanding for county employees to utilize nurse practitioners at Holzer Clinic Retail Clinics. Harold Montgomery entertained a motion to approve the MOU as presented. Commissioner Brent Saunders made and David Smith seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the 13th day of April, 2016, by and between Holzer Clinic, LLC., an Ohio limited liability company, with its primary place of business located at 100 Jackson Pike, Gallipolis, Ohio 45631 ("the Clinic") and Gallia County Commissioners (Employees), located at 18 Locust Street, Room 1292, Gallipolis, Ohio 45631 ("Employer").

WHEREAS, the Clinic owns and operates several retail clinics, at the locations set forth in Exhibit A attached hereto, which provide convenient, quality, non-emergent primary care healthcare services to members of the community (the "Retail Clinics");

WHEREAS, Employer is a municipal entity, school district or other non-profit entity that wishes to offer its insured employees, and their insured spouses and dependents, an affordable option for their basic primary healthcare needs; and

WHEREAS, Employer wishes to utilize the services of the Retail Clinics and the Clinic wishes to enter into a mutually beneficial arrangement to provide certain healthcare services to Employer's eligible employees and their spouses and dependents, through its Retail Clinics at no cost to Employer's eligible employees and their spouses and dependents at the point of receipt of medical services.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

- I. *Term and Termination*
 This MOU shall be effective for three (3) years, beginning January 1, 2016 and ending December 31, 2019 (the "Initial Term"). Thereafter, this MOU shall renew for successive periods of twelve (12) months, (each a "Renewal Term") upon the mutual agreement of the Clinic and the Employer. Either party may terminate this MOU, for any reason, upon providing sixty (60) days' prior written notice to the other party.
- II. *Eligibility*
 In order to be eligible to receive medical services (as further defined herein) pursuant to this MOU, patients will be required to provide a copy of a valid insurance card issued by the Employer (or evidence they are the spouse/dependents of a current employee of Employer covered under said insurance) upon arrival and registration at the Retail Clinic.
- III. *Medical Services/Fee Schedule*
 The Retail Clinics shall provide primary, non-emergent medical services to eligible employees and their dependents ("Medical Services"), which shall include a basic medical exam and treatment, to eligible employees, including their spouse/dependents, for the flat fee of \$35 which shall be billed to the Employer as provided for herein. Prices for all other Medical Services and any required ancillary testing are included in the Fee Schedule attached hereto as Exhibit B and incorporated herein by reference. The Clinic reserves the right to adjust the fees contemplated herein during the Term of this MOU. Notice of such fee adjustment shall be provided to the Employer at least sixty (60) days prior to the effective date of said fee adjustment. The parties agree that the Medical Services covered under this MOU does not include specialty care services recommended by the Retail Clinic provider. Referrals for such specialty care services may be made by the Retail Clinic provider to any competent provider and payment for any such subspecialty care shall be responsibility of the patient, unless otherwise provided for in other arrangements made between Employer and its eligible employees and their spouses and dependents. Specifically excluded from Medical Services are any injuries or illnesses, which qualify for reimbursement or benefits under any state's Worker's Compensation System.
- IV. *Emergency Care*
 The parties hereby acknowledge and agree that this MOU is not meant to address the provision of emergency care. The Employer agrees it will not refer its covered employees to the Retail Clinic for the provision of emergency care. If a patient arrives at the Retail Clinic and after a medical screening evaluation by the provider or staff, as appropriate, it is determined the patient requires transfer to an Emergency Department, the provider or staff present shall call 911.
- V. *Anti-Kickback Statute Compliance*
 The parties to this MOU intend to comply with and have therefore structured this MOU so as to comply with the Federal Health Care Programs Anti-Kickback Statute and the Safe Harbor Regulations (the "Regulations") thereunder promulgated. It is not a purpose of this MOU to induce the referral of patients. The parties acknowledge that there is no obligation or compensation under this MOU nor any agreement between them that requires patient referrals to a particular institution. Any Retail Clinic provider may refer patients to any other hospital or other entity providing services needed by a patient and will make such referrals, if any, consistent with sound professional medical judgment and the wishes of the patient.
- VI. *Billing*

The Clinic shall invoice Employer on a monthly basis for all medical services provided at the Retail Clinic for eligible employees and their spouses and dependents under this MOU. The Clinic shall provide an itemized list of all services provided pursuant to the terms of this MOU. Employer shall pay the Clinic's invoice in full within thirty (30) days of receipt.

VII. Medical Records

The Retail Clinic provider shall be responsible for maintaining a medical record for each patient visit. Such patient records may be obtained from the Clinic by the patient upon the provision of a properly executed Medical Record Release. The Clinic and Employer agree that the medical record of each visit to a Retail Clinic belongs to the patient and the Clinic shall not, without the prior written consent of the patient, provide copies of medical records to the Employer. Additionally, the Clinic agrees that it shall maintain all protected health information of the patients covered by this MOU in a HIPAA-compliant manner.

VIII. Governing Law

This MOU shall be construed in accordance with the laws of the State of Ohio. Venue and Jurisdiction for any action under this MOU shall be in Gallia County, Ohio, and the parties hereby waive any objection or defense to venue or jurisdiction in the courts located in Gallia County, Ohio.

IX. Confidentiality

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

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have entered into this MOU as of the date first written above.

Holzer Clinic, LLC.
s/Todd M. Fowler
4/12/2017

Employer: Gallia County Commissioners
s/Harold G. Montgomery, President
4/13/2017

**Exhibit B – Fee Schedule
Holzer Health System 2017**

Onsite Retail Clinic Fee Schedule

Office Visit- \$35.00

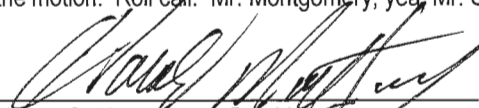
Additional Fees for Onsite Services:

Urinalysis	\$15
Pregnancy Test	\$15
Steroid Injection	\$15
Toradol 15	\$15
Flu Swab	\$30
Strep Test	\$15
Ear Lavage	\$30
Nebulizer Treatment	\$15
DOT Physicals	\$75
Student Sports Physical	\$25
Pre-Employment Physical	\$35

***2:00 pm – Commissioners Harold G. Montgomery and Brent Saunders traveled to Wellston, OH for the GJMV Solid Waste District meeting.**

ADJOURN


At 4:00 p.m. the President entertained a motion for adjournment. David K. Smith made and Brent Saunders seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Smith, yea; Mr. Saunders, yea.



Harold G. Montgomery, President



Anette L. Brown, Clerk



David K. Smith, Vice President



Brent Saunders, Commissioner

CASTO & HARRIS, INC. — RE-ORDER NO. 14260-15