

**APRIL 26, 2018**

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 David K. Smith. Roll Call: President David K. Smith, present; Vice President Brent Saunders, present; Commissioner Harold G. Montgomery, present.

The President entertained a motion for approval of the April 19, 2018 minutes. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
DJFS	Dana Glassburn	4/24	Jackson, Ohio	Southeast District Mtg
Commissioners	Karen Sprague	5/2	Meigs, Ohio	CHIPS 2 <sup>nd</sup> Public Hearing

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

2018 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
4/22	10	0	2	0	5	0	0	0	7	16	0	0	0	1

**FINANCIAL REPORT**

County Administrator Karen Sprague presented the Commission with the following item:

- 3<sup>RD</sup> Amended Certificate of Estimated Resources (note \$179,073.25 Encumbrances returned as of 4/1/18 are as follows:
  - \$38,189.71 returned to General fund
  - \$140,883.54 returned to Other funds

**REVIEW RECORD - B-X-17-1AY-1**

**CERTIFICATION OF DETERMINATION OF A CATEGORICAL EXCLUSION PROJECT**

County Administrator Karen Sprague presented the Commission with the paperwork for approval of the Environmental Review Record for the following projects for which a certification of determination of a categorical exclusion project could be made:

- Greenfield Township –Street Improvement Project (County Bridge Repair Project)
- David Smith entertained a motion to approve the forms as presented contingent upon no complaints being received thru end of the local comment period ending 4 pm 5/1/2018. Harold G. Montgomery made and Brent Saunders seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, yea. All forms were signed after the comment period by David K. Smith, as President of the Commission, and they are on file in the County's CDBG files.

**RESOLUTION - AUTHORIZING LEGISLATION FOR OPWC APPLICATION**

County Administrator Karen Sprague presented the Commission with the authorizing legislation authorizing the county engineer to prepare and submit an application to OPWC. The President entertained a motion to approve and sign the authorizing legislation as presented. Harold G. Montgomery moved and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

**AUTHORIZING LEGISLATION**

A RESOLUTION AUTHORIZING COUNTY ENGINEER BRETT A. BOOTHE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

**WHEREAS**, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

**WHEREAS**, the COUNTY OF GALLIA is planning to make capital improvements to 2018 Gallia County Roads Improvements and Road Restructing Project, and

**WHEREAS**, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

**NOW THEREFORE, BE IT RESOLVED** by Gallia County:

Section 1: The Gallia County Engineer is hereby authorized to apply to the OPWC for \$402,142.00 as described above.

Section 2: The Gallia County Commission President David K. Smith is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Passed \_\_\_\_\_

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

**CCAO GROUP RETROSPECTIVE PROGRAM**

Economic Development Director Melissa Clark presented the Commission a renewal for CCAO Group Retrospective Rating Pan Agreement. The President entertained a motion to approve and sign as presented. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

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

**LETTER - HAZARD MITIGATION PLAN UPDATE GRANT**

911/EMA Director Sherry Daines presented the Commission with a letter for Hazard Mitigation Plan Update Grant. The President entertained a motion to approve and sign the letter as presented. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

**Gallia County  
Emergency Management Agency**  
1191 State Route 160  
Gallipolis, Ohio 45631  
Sherry Daines, Director  
(740) 441-2036 fax (740) 441-2037  
[gclepc@gallianet.net](mailto:gclepc@gallianet.net)  
[sherry911@zoomnet.net](mailto:sherry911@zoomnet.net)

April 26, 2018

Luan K. Ngulen  
State Hazard Mitigation Planner  
Ohio Emergency Management

Re: Gallia County Hazard Mitigation Plan Update Grant

Dear Luan,

This correspondence is regarding the Hazard Mitigation Plan update grant for Gallia County.

Please use this letter as confirmation that Gallia County EMA commits to the following local match for the upgrade grant.

Federal Share - \$22,900.00

Local Share - \$7,633.33 (This will be met by in-kind contributions)

Total Grant - \$30,533.33

Let me know if you have any questions.

Sincerely,

*Sherry Daines*

Sherry Daines, Director  
Gallia County 911/EMA/LEPC

*of David K. Smith, President Gallia County Commission*

**ROAD PETITION RECEIVED  
PART OF AN ALLEY IN VILLAGE OF EVERGREEN**

County Commission received a public road petition for the following:

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, respectfully represent that the public convenience and welfare require the VACATION of PART OF AN ALLEY IN VILLAGE OF EVERGREEN - Public Roads on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises for vacating such roads, the same not being a road on the State Highway System.

The following is a general route and termini of said alley:

Situated in the village of Evergreen, Section 15, Springfield Township. Beginning at the Southeast corner of Lot 26 and west line of High Street, thence North 40 Degrees West 82.5 feet to the most northerly corner of Lot 26, thence North 50 Degrees East 33 feet to the east line of High Street, then continuing along the east line of High Street South 40 Degrees East 82.5 feet, thence South 50 Degrees West 33 feet to the point of beginning 0.06 acres more or less.

As a result of this vacation, the following adjacent landowner shall be taxed as follows:

Christopher P. McClaskey – 0.06 acres in Alley 1

Commissioners will advertise a public hearing for two consecutive weeks in local newspaper, hold a road viewing on the 3<sup>rd</sup> week with local officials and interested parties and then hold a public hearing on the 4<sup>th</sup> week to give testimony upon the necessity of vacating said road (s) and whether the prayer of the petitioners should be granted. To be published on these dates: May 2<sup>nd</sup> & May 9<sup>th</sup>, 2018. Road Viewing will be held at 1:30 p.m. on May 18<sup>th</sup>, 2018 and Public Hearing will be held on May 24<sup>th</sup>, 2018 at 11:45 a.m.

**AT&T SERVICE AGREEMENT**

911/EMA Director Sherry Daines presented the Commission with an AT&T amendment Service Agreement. Where the service agreement term is expired, this amendment establishes a new service agreement term to an additional twelve (12) months effective on signing date April 26, 2018 and minimum payment period. The President entertained the motion to approve and sign based on the recommendation of Director Daines. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

**EXECUTIVE SESSION - LEGAL**

At 9:43 a.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague, 911/EMA Director Sherry Daines, 911/EMS Assist Director Keith Wilson and Assist Prosecutor Randy Dupree to discuss Legal. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. Mrs. Daines and Mr. Wilson exited the session at 9:54 a.m. Returned to regular session at 10:03 a.m.; no action taken.

**EXECUTIVE SESSION – DJFS – PERSONNEL & CONTRACT**

At 10:04 a.m. the President entertained a motion to enter into executive session with JFS Director Dana Glassburn and Economic Development Director Melissa Clark to discuss personnel and contracts. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. Returned to regular session at 10:26 a.m.; no action taken.

**DJFS - PERSONNEL**

JFS Director Dana Glassburn presented a request from Robert Wray to extend original resignation of May 3, 2018 to May 24, 2018. The President entertained the motion to approve based on the recommendation of Director Glassburn to extend the original resignation. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

**OSU – AGENCY UPDATE**

Director Tracy Winters and ANR Educator Jeff Moore presented the Commission with an agency update of various activities and presented a copy of their newsletter.

- March 27 – Jeff assisted with Tobacco GAP (Good Agricultural Practices) Certification here in Gallia County.
- April 9 – Gallia County Cattlemen’s Board meeting. Elected new officers.
- April 18 – Tracy attended the April Canter’s Cave Camp Board meeting at Canter’s Cave 4-H Camp.
- May 3 – Tracy will be presenting the Gallia County OVB Scholarship Award to the 2018 scholarship winner at the OVB scholar banquet.
- May 6 – Canter’s Cave will be hosting its 2018 camp open house. Gallia County Camp counselors will be assisting with the event and 4-H clubs from Gallia County will be attending.
- May 10 – Market Chickens will be ordered for the Gallia County Junior Fair.

**COMMON PLEAS TECHNOLOGY GRANT**

Mike Smith advised the Commission the Gallia County Common Pleas received Technology Grant Funds from Supreme Court of Ohio in the amount of \$31,396.68. Mike Smith requested the commission approve submission of the grant retroactive to 12-22-2017. The President entertained a motion to approve submission based on Mr. Smith’s recommendation. Harold G. Montgomery made and Brent Saunders seconded motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

**INVESTMENT ADVISORY COMMITTEE**

Gallia County Treasurer, Steve McGhee, Chair of the Investment Committee, presented the 1<sup>st</sup> quarter 2018 investment report for review. The Investment reports are submitted monthly; with meetings held quarterly. Members present were the Commissioners David K. Smith, Brent Saunders, Harold G. Montgomery, and County Treasurer Steve McGhee. The Investment Report is on file in the Treasurer’s office and in the Commissioner’s office for review.

**BID OPENING – 2018 ROAD IMPROVEMENTS**

The Engineer noted 2018 Road Improvements Project is being funded 65.5% by OPWC Issue 1 Funds and 34.5% by County Road & Bridge Funds and the project cost estimate is \$610,877.00. The project is in Various Townships for improvement of 11.51 miles of roads including Georges Creek, Woods Mill, Ewington, Cora Mill, Hamilton, Southers, Lewis, and Good Hope Roads At 11:00 a.m. The President David K. Smith opened the following bids for the County Engineer Project:

Company	Total Bid
Nuko Paving Inc.	\$764,165.05
Shelly Company	\$606,854.98

The bids were turned over to the county engineer for review and recommendation. The following were in attendance: County Administrator Karen Sprague, Jammie Baird, Nuko Paving Inc.; Trevor Small, Shelly Company; Beth Lozier with the Gallia County engineer office and Gallipolis Tribune Dean Wright.

**SHERIFF VERIZON CONTRACT**

Sheriff Matthew D. Champlin and Chief Deputy Troy Johnson presented the Verizon Networkfleet GSA Hardware & Service contract to commissioners for approval. This contract will service 32 vehicles of the sheriff and EMS fleet at a one-time charge of \$967.36 and a monthly recurring charge of \$663.40. The President entertained the motion to approve and sign the agreement based on the Sheriff Champlin recommendation. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

**SHERIFF HOLZER CONTRACT**

Sheriff Matthew D. Champlin and Chief Deputy Troy Johnson presented the following agreement for commissioners for approval. The President entertained the motion to approve and sign the agreement based on the Sheriff Champlin recommendation. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

**Holzer Health System  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the "Agreement") is entered into effective the 26<sup>th</sup> day of April, 2018 (the "Effective Date"), by and between **Gallia County Sheriff's Office** ("Business Associate"), with its principal place of business and mailing address at **18 Locust Street, Gallipolis, Ohio 45631**, and **Holzer Health System**, an Ohio not-for-profit corporation ("Covered Entity"), with its principal place of business and mailing address at **100 Jackson Pike, Gallipolis, Ohio 45631**. Business Associate and Covered Entity are referred to herein as "Parties" and individually as "Party". This Agreement is made as of the Effective Date and, if applicable, amends any service agreement or service agreements between the Parties. **RECITALS**

- A. WHEREAS**, Covered Entity has a business relationship with Business Associate pursuant to which Business Associate may be considered a "Business Associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including all pertinent regulations set forth in Title 45, Part 160 and 164 of the Code of Federal Regulations ("C.F.R."), including the "Privacy Rule" (45 C.F.R. Part 160 and Subparts A and E of Part 164) and the "Security Rule" (45 C.F.R. Part 160 and Subparts A and C of Part 164), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and regulations and guidance issued thereunder, as amended from time to time; and
- B. WHEREAS**, the nature of the contractual relationship between Covered Entity and Business Associate involves the use and/or disclosure of Protected Health Information ("PHI") as that term is defined in 45 C.F.R. § 160.103; and
- C. WHEREAS**, for good and lawful consideration, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA, its implementing regulations, the HITECH Act and any current and future regulations promulgated under HIPAA or the HITECH Act and any current and future regulations promulgated under either statute.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein which are made a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- I. **Definitions**
- For the purposes of this Agreement, the following defined terms shall have the following definitions. Capitalized terms used within this Agreement without definition shall have the respective meanings assigned to such terms in the HIPAA Standards.
- a) **Breach** shall have the meaning given the term "breach" in 45 C.F.R. § 164.402.
  - b) **Breach Notification Rule** shall mean the requirements set forth under the Notification in the Case of Breach of Unsecured Protected Health Information, as found in Subpart D of 46 C.F.R. Part 164, as may be amended.
  - c) **Covered Electronic Transactions** shall have the meaning given the term "transaction" in 45 C.F.R. § 160.103.
  - d) **Electronic Health Record** shall have the same meaning as the term "electronic protected health information" under Section 13400(5) of the HITECH Act.
  - e) **Electronic Protected Health Information "ePHI"** shall mean PHI that is transmitted or maintained in Electronic Media.
  - f) **HHS** shall mean the U.S. Department of Health and Human Services.
  - g) **HIPAA Standards** shall mean the standards for privacy and security of Individually Identifiable Health Information found at 45 C.F.R. Parts 160, 162, and 164 and any current and future regulations promulgated under the HITECH Act and any current and future regulations promulgated under either HIPAA or the HITECH Act.
  - h) **Individual** shall have the same meaning as the term "individual" in the HIPAA Standards and shall include a person who qualifies as a personal representative in accordance with the HIPAA Standards.
  - i) **Privacy Standards** shall be the requirements set forth under the Standards for the Privacy of Individually Identifiable Health Information, as found in 45 C.F.R. Part 160, and Subparts A and E of 45 C.F.R. Part 164, as may be amended from time to time.
  - j) **Protected Health Information ("PHI")** shall have the meaning prescribed to it in the HIPAA Standards limited to Individually Identifiable Health Information transmitted or maintained in any form or medium that Business Associate creates or receives from or on behalf of Covered Entity. PHI includes ePHI.
  - k) **Secretary** shall mean the Secretary of HHS or his or her designee.
  - l) **Standards for Electronic Transactions Rule** shall mean the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA found at 45 C.F.R. Parts 160 and 162.
  - m) **Security Incident** shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - n) **Security Rule** shall mean the Security Standards for the Protection of Electronic Protected Health Information, as described in 45 C.F.R. § 164.302 through 45 C.F.R. § 164.318.
- o) **Unsecured PHI** shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals, through the use of a technology or methodology specified by the Secretary in guidance issued pursuant to HITECH.
- II. **Business Associate Use and Disclosure of PHI and ePHI**
- a) **Receipt and Use of PHI.** In order to maintain the relationship between Business Associate and Covered Entity, and except as otherwise limited in this Agreement, Business Associate may receive, use, or disclose PHI obtained from or on behalf of Covered Entity and may create, receive, disclose, maintain or transmit ePHI on behalf of Covered Entity, if such use or disclosure of PHI would not violate the HIPAA Standards if done by Covered Entity. However, Business Associate also may use PHI internally to carry out its legal responsibilities and for its proper management and administration, and, at the request of Covered Entity, to provide Data Aggregation (as defined in the HIPAA Standards) services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Business Associate shall use, disclose, or request for use or disclosure only the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request for use or disclosure, in accordance with the requirements of HIPAA.
  - b) **Disclosure of PHI.** If necessary for the performance of certain services to Covered Entity, Business Associate may disclose PHI to third parties such as subcontractors ("Subcontractors") with whom it contracts to assist in providing services, and to its agents who carry out Business Associate's responsibilities and obligations to Covered Entity. Such disclosure to Subcontractors may be made only if Business Associate enters into a business associate agreement with Subcontractors requiring the subcontractor to comply with the HIPAA Standards. Such disclosure to other third parties or agents may be made only if (1) Business Associate obtains reasonable written assurances from such third parties or agents that the PHI will be held by them confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to them; (2) such third parties and agents agree in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of ePHI; and (3) such third parties and agents agree in writing to notify Business Associate of any instance of which they are aware that a Breach or Security Incident with respect to PHI has occurred. Any disclosure of PHI or ePHI to another business associate of Covered Entity not in accordance with the foregoing shall require the prior written consent or written direction of Covered Entity.
  - c) **Obligation for Use and Disclosure of PHI.** All PHI does not fall within the definition of ePHI and therefore not all PHI is subject to the Security Rule. However, all ePHI falls within the meaning of PHI and is therefore subject to the Privacy Standards in the same manner as other PHI.

- d) **Training of Workforce.** Business Associate shall train the members of its workforce whose function involves contact with PHI to appropriately handle and safeguard PHI. Such training shall, at a minimum, include: implementation and use of risk assessment criteria to determine when a Breach occurs, and how to report a Breach.

III. Duties of Business Associate

- a) **Limitations on Use of PHI.** Business Associate shall not use PHI except as permitted or required by this Agreement or as Required by Law. Business Associate shall only use PHI in a manner consistent with the HIPAA Standards. This Agreement does not authorize Business Associate to use Covered Entity's PHI in a manner that would violate the Privacy Standards if done by Covered Entity.
- b) **Limitations on Disclosure of PHI.** Business Associate shall not disclose PHI except as permitted or required by this Agreement or as Required by Law. Business Associate shall only disclose PHI in a manner consistent with the HIPAA Standards. This Agreement does not authorize Business Associate to disclose Covered Entity's PHI in a manner that would violate the Privacy Standards if done by Covered Entity.
- c) **Safeguarding PHI and ePHI.** Business Associate shall use reasonable and appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement and to prevent a Security Incident. Business Associate shall develop, implement, maintain, document and use administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Standards. Without limiting the foregoing, Business Associate shall comply with the administrative safeguards, the physical safeguards, the technical safeguards, and the policies and procedures and documentation requirements, as set forth under 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 (as may be amended from time to time) in the same manner as such requirements apply to Covered Entity.
- d) **Restriction Agreements.** Business Associate will comply with any agreement that Covered Entity makes that restricts use or disclosure of Covered Entity's PHI pursuant to 45 C.F.R. § 164.522(a), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's PHI will remain subject to the terms of the restriction agreement.
- e) **Third Party Agreements.** Business Associate, in order to perform services for Covered Entity, may need to enter into agreements from time to time with third parties, including Subcontractors. Should Business Associate disclose to Subcontractors any PHI, Business Associate shall require such Subcontractors to enter into a business associate agreement with Business Associate that requires the Subcontractor to comply with the HIPAA Standards. Business Associate shall require such third parties or agents to agree, in advance, in writing to (a) be bound by the same restrictions and conditions that apply to Business Associates with respect to PHI under this Agreement; and (b) implement reasonable and appropriate safeguards, including administrative, technical and physical safeguards to protect PHI and the confidentiality, integrity and availability of ePHI.
- f) **Designated Security Officer.** Business Associate shall designate an individual to serve as the Security Officer responsible for supervising the security and privacy mechanisms, including but not limited to, administrative, physical and electronic mechanisms employed within the organization to prevent unauthorized use, disclosure or access to PHI maintained by Business Associate on behalf of Covered Entity.
- g) **Reporting of Unauthorized Uses and Disclosures and Security Incidents and Notification of Breach of Unsecured PHI.**
- i. **Discovery of Breaches, Unauthorized Access, Use or Disclosure of PHI.** Instances of improper access, use and/or disclosure shall be treated as discovered by Business Associate as of the first day on which such improper access, use and/or disclosure is known to the Business Associate, or by exercising reasonable diligence would have been known, to any person, other than the person committing the improper access, use and/or disclosure, who is an employee, officer or other agent of Business Associate (determined in accordance with the federal common law of agency).
  - ii. **Notification.** Business Associate shall notify the designated Privacy Official of Covered Entity within two (2) business days after discovery of any access, use and/or disclosure of PHI not permitted by this Agreement or the Service Agreement, if applicable, any Security Incident involving ePHI, and any Breach of Unsecured PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take prompt corrective action to cure any such deficiencies and actions pertaining to such unauthorized disclosure as required by applicable federal and state laws and regulations.
  - iii. **Reporting Breaches, Improper Access, Use or Disclosure.** Business Associate shall provide the following information in writing to Covered Entity within ten (10) business days of discovery of a Breach except when, despite all reasonable efforts of Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Covered Entity the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a Breach:
    1. the date of the Breach;
    2. the date of the discovery of the Breach;
    3. a general description of events leading up to and surrounding the Breach;
    4. a description of the types of unsecured PHI that were involved;
    5. a listing of the identification of each individual and/or class of individuals whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed; and
    6. any other details necessary to complete an assessment of the risk of harm to the Individual.
 Business Associate shall provide the designated Privacy Official of Covered Entity with updates of information concerning the details of such Breach, including efforts made to mitigate harm as per Section III. (g)(v) of this Agreement, the final results of its Risk Assessment as required in Section III.(g)(iv) of this Agreement, and any other information as needed to ensure that such information remains current.
  - iv. **Risk Assessment and Investigation.** For any unauthorized use or disclosure of PHI by Business Associate, its Subcontractors or workforce members that does not constitute a Breach of unsecured PHI, Business Associate shall document and provide to Covered Entity, a written breach analysis and risk assessment that includes the factors relied upon by Business Associate to determine that there is a low probability that the PHI was compromised, including, but not limited to, the factors listed under 45 C.F.R. § 164.402. Covered Entity shall not be required to accept Business Associate's breach analysis or conclusion(s), in whole or in part, with respect to the existence or non-existence of a Breach.
  - v. **Mitigation of Harm.** Business Associate agrees to maintain adequate procedures for mitigation in the event of a Breach of Unsecured PHI, such as promptly obtaining reasonable assurance from the recipient that the information will not be further used or disclosed by means of a confidentiality agreement or will be destroyed. Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effects of a Breach of Unsecured PHI, a system compromise, or other improper use or disclosure of PHI maintained by Business Associate.
  - vi. **Notification to Individual.** After notice from Business Associate, Covered Entity will notify individual patients/customers of any Breach of Unsecured PHI as necessary. At no time is Business Associate to contact

or speak directly with any of Covered Entity's individual patients/customers who are the subject of any Breach of Unsecured PHI. Any such inquiries should be directed to Covered Entity's Privacy Officer or other official. Business Associate shall cooperate with Covered Entity as necessary to provide such notification and any details pertaining to any Breach of Unsecured PHI.

- vii. **Cooperation with Law Enforcement.** Business Associate shall cooperate with Covered Entity in the event law enforcement officials institute an investigation that involves a Breach of Unsecured PHI under this Agreement.
- viii. **Notification to Media.** For a Breach of PHI involving more than 500 individuals, Covered Entity will notify the media and appropriate law enforcement and federal and state agencies as required by the HITECH Act, 45 C.F.R. § 164.405. At no time is Business Associate to contact or speak directly with the media without the prior authorization of Covered Entity. Business Associate shall cooperate with Covered Entity as necessary to provide such notification to the media.
- h) **Access to PHI.** Within ten (10) business days of Covered Entity's written request, Business Associate shall provide Covered Entity or, at the direction of Covered Entity, an Individual who is the subject of the PHI, with access to PHI in Business Associate's possession, if Business Associate's information consists of a Designated Record Set, in order for Covered Entity to comply with 45 C.F.R. § 164.524. Effective as of the date specified by HHS, in the event that the PHI is in the form of an Electronic Health Record, Business Associate shall provide Covered Entity with access to PHI that enables Covered Entity to comply with 45 C.F.R. § 164.524 and the requirements regarding access to Electronic Health Records. Notwithstanding the foregoing, in no event shall Business Associate provide access to PHI in Business Associate's possession to any Individual or such Individual's personal representatives on Business Associate's premises. Business Associate only shall be obligated, at the discretion of and unless otherwise directed by Covered Entity, to provide the requested PHI in a Designated Record Set to Covered Entity, which Covered Entity then may provide access to the Individual or the Individual's personal representatives. Covered Entity and Business Associate agree that, to the maximum extent feasible, Covered Entity will only disclose duplicate copies of PHI.
- i) **Availability of PHI for Amendment.** The Parties acknowledge that the HIPAA Standards permit an Individual, who is the subject of PHI, to request certain amendments of his or her records. Within ten (10) business days of Covered Entity's written request, Business Associate shall make PHI contained in a Designated Record Set in Business Associate's possession available to Covered Entity for amendment and shall incorporate any amendments in accordance with 45 C.F.R. §164.526.
- j) **Accounting of Disclosures.** Business Associate agrees to document disclosures of PHI and to make available within ten (10) business days of Covered Entity's written request, information to Covered Entity concerning Business Associate's disclosure of PHI for which Covered Entity needs to provide an Individual with an accounting of disclosures as required by 45 C.F.R. § 164.528. Business Associate will maintain an accounting of such disclosures for at least six (6) years following the date of the disclosure for which an accounting is required (or, beginning on the date specified by HHS, three (3) years for disclosures related to an Electronic Health Record). Business Associate will include the following information within the accountings:
  - (i) Except for repetitive disclosures of Covered Entity's PHI (as specified in paragraph (ii) below), (1) the date of disclosure, (2) the name, and if known, the address of the entity or person who received the PHI, (3) a brief description of the PHI disclosed, and (4) a brief statement of the purpose of the disclosure which reasonably informs the Individual of the basis for the disclosure; or
  - (ii) For repetitive disclosures of Covered Entity's PHI that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), either: (1) the information described under paragraph (i) above for each accountable disclosure, or (2) all of the following: (A) the information described under paragraph (i) above for the first of the repetitive accountable disclosures, (B) the frequency, periodicity, or number of the repetitive accountable disclosures, and (C) the date of the last of the repetitive accountable disclosure. If, after the effective date specified by HHS, an Individual request that Covered Entity provide an accounting of disclosures of the Individual's PHI related to an Electronic Health Record, Covered Entity may direct such Individual to request Business Associate's accounting of disclosures of the Individual's PHI directly from Business Associate. In the event Covered Entity directs an Individual to obtain an accounting of disclosures of the Individual's PHI directly from Business Associate, and the Individual requests such an accounting directly from Business Associate, Business Associate agrees to provide the Individual with an accounting of disclosures of the Individual's PHI made by Business Associate within thirty (30) days of such request.
- k) **Availability of Books and Records.** For purposes of determining compliance of Covered Entity, and/or Business Associate with the HIPAA Standards, as applicable, Business Associate agrees to notify Covered Entity of any request or demand by the Secretary for information relating to Covered Entity, and Business Associate agrees to make available to the Secretary its internal policies and procedures, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Upon request by Covered Entity, Business Associate also shall grant reasonable and appropriate access upon mutually agreeable conditions to Covered Entity of such internal policies and procedures, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, so that Covered Entity may audit Business Associate's compliance with the HIPAA Standards.
- l) **Return of PHI at Termination.** Upon termination of the relationship with Business Associate, as well as any agents or Subcontractors of Business Associate, Business Associate shall, where feasible, return to Covered Entity or, with the permission of Covered Entity, destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity and shall retain no copies of PHI. When return or destruction is not feasible, the duties of Business Associate under this Agreement shall be extended to protect the privacy and safeguard the security of PHI retained by Business Associate. Business Associate agrees to limit further uses and disclosures of the information retained to those purposes that made the return or destruction infeasible. The Parties agree to conform and comply, as appropriate, with each other's document retention policy. It shall not be considered feasible for Business Associate to return PHI when it is legally required for Business Associate to retain such PHI.
- m) **Security of Electronic Transactions.** In the event that Business Associate transmits or receives any Covered Electronic Transaction on behalf of Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any agents or Subcontractors that assist Business Associate in conducting Covered Electronic Transactions on behalf of Covered Entity agree in writing to comply, and do comply, with the applicable requirements of the Standards for Electronic Transactions Rule. Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.
- n) **Additional Safeguarding and Security of PHI.** As of the effective dates specified under the HITECH Act and accompanying regulations, Business Associate shall comply with the additional security provisions of the HITECH Act applicable to covered entities and extended to business associates pursuant to the HITECH Act.
- o) **Minimum Necessary.** Business Associate shall request, use and disclose only the Minimum Amount of PHI necessary to accomplish the purpose of the request, use or disclosure of the PHI. The term "Minimum Amount" shall mean the minimum necessary as defined in the language of the HITECH Act.
- p) **Policies, Procedures and Documentation.** Business Associate shall implement and maintain written policies to comply with the security provisions of HIPAA and the HITECH Act, including, but not limited to the standards, implementation specifications and additional requirements under the Security Rule and extended pursuant to the HITECH Act to Business Associate in the same manner as to Covered Entity. Business Associate also shall maintain

a written record of any action, activity or assessment required to be undertaken pursuant to the Security Rule or the Breach Notification Rule.

- q) **Records Retention.** Business Associate shall maintain any policy, procedure, record or documentation created or used by Business Associate pursuant to this Agreement for a minimum of six (6) years following the later of the creation of the policy, procedure, record or documentation, or the last date such was in effect.
- r) **HITECH Act Privacy Provisions.** Business Associate shall comply with the additional privacy requirements of the HITECH Act that are applicable to Covered Entity and extended to Business Associate pursuant to the HITECH Act. Such provisions are incorporated into this Agreement by reference to the extent such requirements are not expressly stated within this Agreement.
- s) **Prohibition on Sale of Records.** As of the effective date specified by HHS in final regulations to be issued on this topic, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity or Business Associate obtained from Individual, in accordance with 45 C.F.R. § 164.508, a valid authorization that includes a statement that PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual, except as otherwise allowed under the HITECH Act.

IV. **Term, Termination and Indemnification**

- (a) **Term.** This Agreement will become effective on the Effective Date and will continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section IV. In addition, certain provisions and requirements of this Agreement will survive its expiration or other termination in accordance with Section IV. (c) herein.
- (b) **Termination by Covered Entity.** As provided for under 45 C.F.R. §164.504(e)(2)(iii), Covered Entity may immediately terminate this Agreement and any Services Agreement if Covered Entity makes the determination that Business Associate has breached a material term of this Agreement. Alternatively, Covered Entity may choose to: (i) provide Business Associate with thirty (30) days' written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty (30) days, Business Associate must cure said breach to the satisfaction of Covered Entity within thirty (30) days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement and any related Services Agreement. In the event Business Associate has breached a material term of this Agreement and cure is not possible, Covered Entity may immediately terminate this Agreement, and sever all business relationships with Business Associate, including the termination of the Service Agreement, if any, and any and all agreements with Business Associate. Covered Entity may report such violation to the Secretary. Nothing contained in this Section IV. (b) will be deemed to require Covered Entity to terminate this Agreement and the Services Agreement, if any, upon breach by Business Associate of a material term of this Agreement if termination is not feasible.
- (c) **Effect of Termination.** Except as provided in this Section IV. (c), upon termination of this Agreement for any reason, Business Associate shall, at its expense, return or destroy all PHI created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI, except as otherwise may be provided in Section III.(l) of this Agreement.  
If Business Associate determines, in concurrence with Covered Entity, that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- (d) **Indemnification.** Business Associate hereby agrees to indemnify and hold harmless Covered Entity and any related entity, their directors, officers, agents, servants and employees (collectively, the "Covered Entity Indemnitees") to the extent any claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution to which the Covered Entity Indemnitees may become subject as the result of any: (i) breach of this Agreement by Business Associate; (ii) failure of Business Associate to perform its obligations hereunder; (iii) negligence or legal fault of Business Associate, its directors, officers, agents, employees or Subcontractors; or (iv) violation of the HIPAA Standards by Business Associate.

V. **Miscellaneous**

- (a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Standards means the section as in effect or as amended. In the event that a regulatory citation contained within this Agreement should change prior to this Agreement being amended, the regulatory citation in this Agreement shall be deemed to have been changed to the new citation.
- (b) **Amendment.** Except as stated within this Section, this Agreement may be amended only by written agreement signed by all Parties to this Agreement. The Parties to this Agreement agree to take such action to amend this Agreement in writing from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA. In the event that this Agreement is not timely amended to comply with HIPAA or other required applicable law or regulation, this Agreement shall be deemed to incorporate such requirements and Business Associate agrees to comply with those provisions applicable to it.
- (c) **Survival.** The respective rights and obligations of Business Associate under Section IV. of this Agreement shall survive the termination of this Agreement.
- (d) **Prior Business Associate Agreements.** This Agreement shall supersede any prior business associate agreements between Business Associate and Covered Entity.
- (e) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA.
- (f) **Notices.** All notices pertaining to this Agreement shall be sent by certified mail, delivered by courier, or transmitted by facsimile and confirmed in writing (sent by air courier or certified mail) to a Party at the address listed on page 1 of this Agreement or to such other address as the Parties may agree.
- (g) **No Third Party Beneficiaries.** This Agreement shall not create any additional rights for any third party beneficiary who may be receiving benefits or health care services pursuant to the terms and conditions of Covered Entity.
- (h) **Status of Parties.** The Parties agree and acknowledge that Business Associate, including any of its Subcontractors or agents, is an independent contractor, and is not acting as an agent of Covered Entity.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the date provided above.

Gallia County Sheriff:  
*s/ Matthew D. Champier, Sheriff*

Gallia County Commissioner's  
*s/ David K. Smith, President*  
*s/ Brent Saunders, Vice President*  
*s/ Harold G. Montgomery, Commissioner*

Gallia County Prosecutor:  
Approved as to form:  
*s/ Jason D. Holden, Prosecuting Attorney*

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

**SHERIFF PHARMACY SERVICES AGREEMENT**

Sheriff Matthew D. Champlin and Chief Deputy Troy Johnson presented the following agreement to commissioners for approval. The President entertained the motion to approve and sign the agreement based on the Sheriff Champlin recommendation. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

**Pharmacy Services Agreement**

This Pharmacy Services Agreement ("Agreement"), is entered into on the 26<sup>th</sup> day of April, 2018, by and between Joint Ventures Pharmacy d/b/a Holzer Family Pharmacy ("Pharmacy"), and Gallia County Sheriff's Office ("Facility").

WHEREAS, Facility desires to enter into an agreement for the provision of pharmacy services for the Facility and its occupants; and

WHEREAS, Pharmacy is willing to provide said pharmacy services to the Facility.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the Parties hereby agree as follows:

**1. TERM OF AGREEMENT**

This Agreement is effective as of the 26<sup>th</sup> day of April 2018 and remains in effect for twelve (12) months ("Initial Term").

This Agreement may be renewed for successive twelve (12) month periods (each a "Renewal Term") upon mutual written agreement of the parties.

**2. TERMINATION**

This Agreement may be terminated by either party, without cause, upon ninety (90) day prior written notice.

If either party materially breaches any provision of this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within thirty (30) days after the breaching party's receipt of written notice of said breach, the non-breaching party may immediately terminate this Agreement.

In the event of termination, the Facility shall immediately pay the Pharmacy the compensation to which the Pharmacy is entitled for services rendered and equal to the value of any outstanding charges or open invoices.

**3. SERVICES.**

Pharmacy agrees to provide Facility with the services listed in the Exhibit A – Scope of Services ("Services"), attached hereto and incorporated herein by reference.

Facility agrees that Pharmacy's representative shall have ready access to Facility's staff and resources as necessary to perform the Services contemplated under this Agreement.

The parties hereby agree that the Pharmacy is not acting as a health care provider under this Agreement and that the Facility shall retain an independent health care provider to ensure the safe administration of such health care services as the occupants of the Facility may require.

**4. PAYMENT FOR SERVICES**

Facility shall pay Pharmacy for the Services provided under this Agreement within thirty (30) days from the receipt of invoice.

- a) Late payments will bear interest at a rate of 1.5% per month or 18% per annum.
- b) If any of the Facility payment obligations are more than ninety (90) days overdue, Pharmacy may immediately cease performance of obligations under this Agreement until Facility remits such payment in full.

**5. INDEMNIFICATION**

The Facility hereby agrees to defend, indemnify and hold the Pharmacy and its affiliated companies and their officers, directors, employees, agents and appointed representatives harmless from and against any and all claims, losses, liability, expenses (including reasonable attorney's fees) or damages whatsoever arising, directly or indirectly, from or related to the injury to or death of any person, including the indemnifying party, and the damage to or loss of any property resulting from any negligent acts or omissions of the indemnifying party, its subcontractors or the employees or agents of either of them.

**6. PHARMACY QUALIFICATIONS**

Pharmacy warrants that Pharmacy has all the necessary qualifications, licenses, and/or certifications required to provide the Services specified in this Agreement pursuant to federal and state laws and regulations. Copies of current licenses, certifications and registrations are available upon Facility request.

**7. PROFESSIONAL LIABILITY INSURANCE**

Pharmacy maintains professional liability insurance covering patient care activities under this Agreement. Pharmacy shall furnish appropriate evidence to the Facility of the existence of such insurance.

**8. HIPAA; BUSINESS ASSOCIATE AGREEMENT**

Facility shall be compliant with HIPAA, and the Parties shall comply with the terms and conditions of the Business Associate Agreement, attached to this Agreement as Exhibit B, and incorporated herein by reference.

**9. RELATIONSHIP OF THE PARTIES**

Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

**10. ASSIGNMENT**

Neither party may assign any of its rights nor delegate any of its obligation hereunder without the prior written consent of the other party. Any assignment or delegation in violation of this Section shall be null and void.

**11. CHOICE OF LAW AND SEVERABILITY**

This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, without giving effect to any choice or conflict of law provision or rule. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

**12. AMENDMENT AND MODIFICATION.**

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

**13. ATTORNEY'S FEES**

In the event of any litigation to enforce or defend rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to all other relief.

**14. NOTICE**

All notices hereunder shall be in writing and delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the US mail postage prepaid, or deposited with overnight courier, addressed as follows:

To Pharmacy:  
Name: Holzer Family Pharmacy  
Address: 90 Jackson Pike  
City/State/Zip: Gallipolis, OH 45631

To Facility:  
Name: Gallia County Sheriff's Office  
Address: 18 Locust Street  
City/State/Zip: Gallipolis, OH 45631

With a Copy To:

Holzer Health System  
Attn: Legal Department  
100 Jackson Pike  
Gallipolis, OH 45631

15. ENTIRE AGREEMENT

This Agreement and all related exhibits constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understanding, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**Gallia County Sheriff:**

*of Matthew D. Changler, Sheriff*

**Gallia County Commissioner's**

*of David K. Smith, President*

*of Brent Saunders, Vice President*

**Gallia County Prosecutor:**

Approved as to form:

*of Jason D. Holden, Prosecuting Attorney*

*of Harold G. Montgomery, Commissioner*

**MARINE CORPS LEAGUE PROCLAMATION**

The President entertained the motion to approve the following proclamation. Brent Saunders made and Harold G. Montgomery seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea. Also in attendance were: MGM Det. 1180 MCL Jim Doss, Jerry Bain and Chuck Cooper, and Gallipolis Tribune Dean Wright.

**Marine Corps League  
"Once A Marine Always A Marine"**

**PROCLAMATION**

**WHEREAS**, the National Marine Corps League was born in 1923 under the leadership of Lieutenant General John H. Lejeune, 13th Commandant of the United States Marine Corps; and

**WHEREAS**, the National Marine Corps League was federally chartered in 1937 and consists of ten divisions; and

**WHEREAS**, the West Virginia Marine Corps League entered the national league as part of the Mideast Division; and

**WHEREAS**, Active, reserve, retired and veteran Marines continue the faithful tradition of looking out for the Marines to their left and right; and

**WHEREAS**, Providing mentorship, career counseling, Veteran Service Officer VA support, assisting with transitions, and providing opportunities for family; and

**WHEREAS**, Mason Gallia Meigs (MGM) Detachment 1180 will be hosting the annual Marine Corps League Department of West Virginia State Convention on May 4th and 5th;

**NOW, THEREFORE**, We, Gallia County Commissioners, do hereby proudly proclaim May 4<sup>th</sup> through May 5<sup>th</sup>, 2018, as "**Marine Corps League Days**" in Gallia County and encourage the community to honor those individuals who have served and continue to serve our nation and our community.

**IN WITNESS WHEREOF**, We have hereunto set my hand and caused this official seal of Gallia County to be affixed this 26<sup>th</sup> day of April, 2018.

*of David K. Smith, President*

*of Brent Saunders, Vice President*

*of Harold G. Montgomery, Commissioner*

**T-1 LINE CONTRACT**

I.T. Director John Grubb met with the commission and recommended the two T-1 lines with AT&T be changed to JB-Nets at a lower cost for the county. Mr. Grubb noted JB-Nets start up charge would be \$498.00 and \$69.95 per line monthly. The President entertained the motion to approve the change based on the Mr. Grubb recommendation. Harold G. Montgomery made and Brent Saunders seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, yea.

**12:15 am – Commissioner Montgomery and Economic & Community Development Director Melissa Clark traveled to Waverly, Ohio for the OVRDC Executive Committee Meeting.**

**EXECUTIVE SESSION - CONTRACT**

At 1:25 p.m. the President entertained a motion to enter into executive session with County Administrator Karen Sprague, Stantec Gary Silcott, and Ryan Springer USDA field representative to discuss a contract. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, absent for vote. Returned to regular session at 2:07 p.m.; no action taken.

**ENGINEERING AGREEMENT AMENDMENT #4 FOR SERVICES  
GREEN TOWNSHIP SEWER PHASE 1 PROJECT**

County Administrator Karen Sprague presented the Commission with Amendment #4 to the Engineering Agreement with Stantec Consulting Services Inc. for services for the Green Township Sewer Phase 1 Project to increase the amount by \$16,000 from \$1,132,000 to \$1,148,000. Ms. Sprague noted this amendment is due to the project construction observation and contract administration have exceeded the original planned completion time. The President entertained a motion to approve the Amendment #4 as presented. Brent Saunders made and David K. Smith seconded that motion. Upon roll call votes were as follows: David Smith, yea; Brent Saunders, yea; Harold Montgomery, absent for vote. All forms were signed by David K. Smith, as President of the Commission, and they are on file in the County's Green Township Sewer Phase 1 files.

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

**AGREEMENT – ELI BOONE FARMER  
KANAUGA/ADDISON SEWER PROJECT**

I, Eli Boone Farmer, owner of parcel number 006.003.065.00 -34 Delta Avenue , hereby state that the land is vacant located on this parcel, Pican # 012-2118\*1, the tap will not be utilized to this property in any way.

I, Eli Boone Farmer, hereby agree to notify the Gallia County Commissioners within 5 days of this tap being used in any way.

In lieu of this agreement, the Gallia County Commissioners agree to waive the \$31.50 monthly O & M charge. This waiver will remain in effect until such a time as Pican # 012-2118\*1 is connected to the county sewer. The Gallia County Commissioners reserve the right to reinstate the \$31.50 monthly O & M fee charge at any time that they deem the tap is being used. The \$23.00 monthly Capital Improvement Charge will remain in effect.

**OWNER**

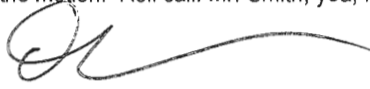
*s/ Eli Boone Farmer*

**GALLIA COUNTY COMMISSIONERS**

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

**ADJOURN**

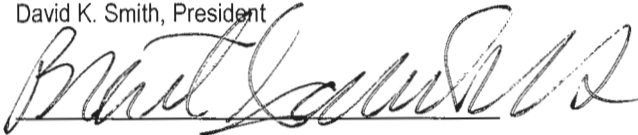
At 4:00 p.m. the President entertained a motion for adjournment. Brent Saunders made and David K. Smith seconded the motion. Roll call: Mr. Smith, yea; Mr. Saunders, yea; Mr. Montgomery, absent.



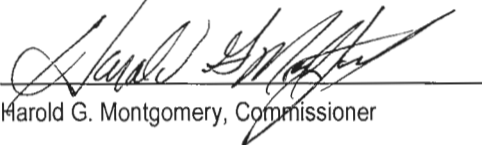
David K. Smith, President



Anette L. Brown, Clerk



Brent Saunders, Vice President



Harold G. Montgomery, Commissioner