

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2017**

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Chairman Yarbrough presented the Young Marines a Proclamation for Red Ribbon Week to campaign for a drug free environment.

Samuel Britnell, a member of the Athens Mayor's Youth Commission and resident in District 2, attended the Commission meeting to learn more about how local government works and get to know his Commissioner.

Present: Stanley Hill, Steve Turner, and Ben Harrison. Absent: Jason Black. Mark Yarbrough, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Stanley Hill and seconded by Steve Turner to approve the minutes of October 2 & 11, 2017.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Steve Turner to approve the following claims

10/06/17	Check # 45431 – 45499	\$2,335,271.13
10/06/17	Check # 45500	\$ 2,500.00
10/06/17	Check # 45501	<u>\$ 3,000.00</u>
	TOTAL	\$2,340,771.13

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Steve Turner, aye; and Stanley Hill, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Stanley Hill to authorize the Chairman to execute the following Medicaid for County Inmates Program Participation Agreement, Exhibit A – Joint Resolution to Participate in Medicaid for County Inmates Program Participation Agreement, Exhibit B – HIPAA Business Associate Agreement.

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### **Medicaid for County Inmates Program Participation Agreement**

Pursuant to Act 2017-298, a county inmate shall have his or her Medicaid benefits suspended, but not terminated, provided he or she is otherwise eligible for Medicaid benefits and a county inmate shall be eligible for reinstatement of Medicaid benefits for medical care received as an inpatient in a medical institution, provided he or she is otherwise eligible for the Medicaid benefits. The Association of County Commissions of Alabama (hereinafter "THE ASSOCIATION") will administer the Medicaid for County Inmates Program (hereinafter "THE PROGRAM") on behalf of county commissions and county sheriffs. Under THE PROGRAM, THE ASSOCIATION will submit required data to the Alabama Medicaid Agency (hereinafter "MEDICAID") on behalf of participating counties pursuant to the procedures set out by the ASSOCIATION and MEDICAID. The Limestone County Commission and County Sheriff (hereinafter "THE COUNTY") have jointly adopted a resolution to participate in THE PROGRAM, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Further, THE COUNTY have jointly executed a HIPAA Business Associate Agreement identifying THE ASSOCIATION as a Business Associate, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

Based upon the foregoing, THE ASSOCIATION and THE COUNTY do hereby enter into this agreement for reporting county inmates to MEDICAID under the following terms and conditions:

1. THE COUNTY hereby designates, appoints, and authorizes THE ASSOCIATION to report county inmates to MEDICAID for the purpose of determining whether those county inmates are Medicaid recipients at the time they are taken into custody, as required by Act 2017-298 Section (d)(1), pursuant to procedures established by THE ASSOCIATION, and agrees to comply with all applicable provisions of Act 2017-298 and any procedures established by THE ASSOCIATION for the submission of all reports and the administration of THE PROGRAM at the local level.

2. THE COUNTY hereby designates, appoints, and authorizes THE ASSOCIATION to report county inmates to MEDICAID for the purpose of identifying when a county inmate is no longer an inmate of a public institution under the administrative control and responsibility of the county sheriff, as required by Act 2017-298 Section (d)(4), pursuant to procedures established by THE ASSOCIATION, and agrees to comply with all applicable provisions of Act 2017-298 and any procedures established by THE ASSOCIATION for the submission of all reports and the administration of THE PROGRAM at the local level.

3. THE COUNTY hereby designates, appoints, and authorizes THE ASSOCIATION to report county inmates to MEDICAID for the purpose of reinstating Medicaid benefits for inpatient services because the county inmate is receiving inpatient care in a medical institution, as required by Act 2017-298 Section (d)(2), pursuant to procedures established by THE ASSOCIATION, and agrees to comply with all applicable provisions of Act 2017-298 and any procedures established by THE ASSOCIATION for the submission of all reports and the administration of THE PROGRAM at the local level.

4. All parties understand and agree that for purposes of THE PROGRAM, a county inmate is any person being held in a public institution under the administrative control and responsibility of the county sheriff and for whom the county is responsible for the provision of medical care. The term includes a person in custody while awaiting arraignment or bond, a pretrial detainee, a convicted person who is awaiting transfer to but has

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not otherwise become the responsibility of the Department of Corrections, or a person serving his or her sentence in the county jail.

5. THE COUNTY understands and agrees that THE ASSOCIATION will only accept reports submitted as specified by THE ASSOCIATION. Furthermore, THE COUNTY understands and agrees that timely submission of reports is a critical component of active participation in THE PROGRAM.

6. THE COUNTY agrees to designate a Medicaid for County Inmates Program Coordinator who shall be responsible for submission of all reports and for the administration of THE PROGRAM at the local level under the requirements of law and the procedures established by THE ASSOCIATION. The Medicaid for County Inmates Program Coordinator shall be the designated representative of THE COUNTY authorized to receive notices and communication from THE ASSOCIATION and to ensure that the requirements of this agreement, the requirements of Act 2017-298, and the requirements of THE PROGRAM are met. The Medicaid for County Inmates Program Coordinator shall supply THE ASSOCIATION with any and all information that in the opinion of THE ASSOCIATION is necessary for the proper implementation of this agreement.

7. THE ASSOCIATION agrees to provide THE COUNTY with all information and tools necessary for proper report submission including, at a minimum: (1) written procedures detailing the report submission process; (2) a list of required information related to the county inmate, such as name, date of birth, Social Security number, incarceration date, and release date; and (3) template or file format data necessary for proper submission of eligible debts by THE COUNTY. THE ASSOCIATION further agrees to update procedures and tools as necessary and, when changes are made, provide reasonable notice to THE COUNTY to implement required changes.

8. THE COUNTY agrees that it may only utilize the information and tools provided by THE ASSOCIATION pursuant to paragraph 5 of this agreement for all report submissions and other program requirements. THE COUNTY agrees to utilize the format specified by THE ASSOCIATION to prepare all reports that THE COUNTY desires to have THE ASSOCIATION submit to MEDICAID.

9. THE ASSOCIATION agrees to make the first report submission to MEDICAID on January 5, 2018. Both parties understand and agree that THE COUNTY shall submit all required reports and information to THE ASSOCIATION by no later than January 1, 2018 for inclusion in THE ASSOCIATION's first submission to MEDICAID. Both parties understand and agree that all subsequent reports shall be due on the first day of every month with the understanding that THE ASSOCIATION is required to submit those reports to MEDICAID by no later than the 5<sup>th</sup> day of each month. All parties understand and agree that THE ASSOCIATION will not accept report submissions from THE COUNTY after the third day of the month.

10. All parties understand and agree that MEDICAID will regularly provide THE ASSOCIATION with a report of those county inmates who were receiving Medicaid benefits at the time they were taken into custody. That report is due to THE ASSOCIATION from MEDICAID by the fifteenth day of each month and THE ASSOCIATION shall have five days to return such reports to THE COUNTY.

11. THE COUNTY understands and warrants that by submission of any report to THE ASSOCIATION, THE COUNTY has complied with all of the provisions of Act 2017-298, the procedures adopted by THE ASSOCIATION, and the terms of this agreement. By signing this agreement, THE COUNTY agrees to hold THE ASSOCIATION free and harmless against any and all damages, claims, actions, injuries, liability, or proceedings arising from the failure of THE COUNTY to so perform.

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12. All parties understand and agree that all information exchanged with each other and/or MEDICAID pursuant to this agreement and any procedures established for the implementation, operation, or administration of THE PROGRAM, including but not limited to printed, written, oral or computer-formatted information, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this agreement. Both parties shall maintain confidentiality of such information not only during the course of the performance of this agreement, but following its termination.

13. Both parties agree that this participation agreement shall remain and continue in full force and effect until or unless modified or terminated in writing by either party upon 90 days written notice to the other party. Upon termination of this agreement all sums due and owing to MEDICAID pursuant to Act 2017-298 Section (c) shall remain a lawful obligation of THE COUNTY and be due and payable. Following termination of the agreement, THE ASSOCIATION shall erase all data files related to THE COUNTY from its system.

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

15. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

Executed on this the 16<sup>th</sup> day of October, 2017.

**THE COUNTY**

**ASSOCIATION OF COUNTY COMMISSIONS  
OF ALABAMA**

BY: \_\_\_\_\_  
Signature of County Commission Chairman

BY: \_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of County Sheriff

\_\_\_\_\_  
Title

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**JOINT RESOLUTION TO PARTICIPATE IN THE  
MEDICAID FOR COUNTY INMATES PROGRAM**

**WHEREAS**, Act 2017-298 authorizes a county to participate in the Medicaid for County Inmates Program (hereinafter the “Program”) established and operated pursuant to that law to enable a county inmate to have his or her Medicaid benefits suspended, but not terminated provided he or she is otherwise eligible for Medicaid benefits; and

**WHEREAS**, Act 2017-298 authorizes a county to participate in the Medicaid for County Inmates Program (hereinafter the “Program”) established and operated pursuant to that law to enable a county inmate to have his or her Medicaid benefits for medical care received as an inpatient in a medical institution reinstated provided he or she is otherwise eligible for Medicaid benefits; and

**WHEREAS**, Act 2017-298 requires a participating county to engage in a process to identify county inmates who are Medicaid recipients at the time they are taken into custody; and

**WHEREAS**, Act 2017-298 requires a participating county to engage in a process to notify the Alabama Medicaid Agency when the Medicaid benefits of a county inmate are due to be reinstated for inpatient services because the county inmate is receiving inpatient care in a medical institution; and

**WHEREAS**, Act 2017-298 requires a participating county to engage in a process to reimburse the Alabama Medicaid Agency for the full amount of any federally required state match due for the inpatient services provided to a county inmate whose Medicaid benefits for inpatient services are reinstated under the Act; and

**WHEREAS**, Act 2017-298 requires a participating county to engage in a process to notify the Alabama Medicaid Agency when the county inmate is no longer an inmate of a public institution under the administrative control and responsibility of the county sheriff; and

**WHEREAS**, pursuant to Act 2017-298, the Association of County Commissions of Alabama (the “Association”) and the Alabama Medicaid Agency shall develop, approve, and implement a centralized process for dissemination of information between the Medicaid Agency and the counties; and

**WHEREAS**, pursuant to Act 2017 -298, the Association is authorized to provide information to the Alabama Medicaid Agency on behalf of the counties;

**WHEREAS**, the Association and the Alabama Medicaid Agency have developed a Program which complies with the requirements of Act 2017-298 whereby the Association will submit reports to Medicaid on behalf of counties that have executed a participation agreement and business associate agreement with the Association, which agreements sets out the procedures for report submissions; and

**WHEREAS**, Limestone County Commission and County Sheriff each desires to participate in the Program pursuant to Act 2017-298; and

**WHEREAS**, the ability to have Medicaid benefits reinstated county inmates to cover instances of inpatient medical services for otherwise eligible Medicaid beneficiaries should result in cost savings to the county; and

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**WHEREAS**, Limestone County Commission and County Sheriff are willing to comply with all requirements for participation in this program including the execution of a participation agreement and a business associate agreement with the Association.

**WHEREFORE BE IT JOINTLY RESOLVED BY THE** Limestone County Commission and County Sheriff, that Limestone County does hereby adopt the Medicaid for County Inmates Program for the purpose of reporting county inmates who may be eligible for suspension or reinstatement of certain Medicaid benefits.

**BE IT FURTHER JOINTLY RESOLVED** that the Limestone County Commission and County Sheriff will comply with the requirements of the law related to participation in the Medicaid for County Inmates Program, will jointly execute a participation agreement with the Association to allow for report submissions to the Alabama Medicaid Agency, will jointly execute a business associate agreement with the Association to protect the exchange of protected health information, and will jointly execute a Memorandum of Understanding with the Alabama Medicaid Agency related to statutorily required reimbursement of federally required state match due in certain circumstances.

**IN WITNESS WHEREOF**, the Limestone County Commission and County Sheriff have jointly caused this Resolution to be executed in their names and on their behalf on this the 16<sup>th</sup> day of October, 2017.

\_\_\_\_\_  
Chairman, Limestone County

\_\_\_\_\_  
Sheriff, Limestone County

**Exhibit B**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**  
**(Written Contract Exists)**

**THIS BUSINESS ASSOCIATE AGREEMENT** ("BA Agreement") is effective as of the Effective Date by and between [ ] ("Covered Entity") and the person or entity listed as the business associate on the signature page hereto ("Business Associate").

**WHEREAS**, Covered Entity has determined that it is a covered entity under HIPAA or has components covered by HIPAA; and

**WHEREAS**, Covered Entity and Business Associate are parties to the Agreement, pursuant to which Business Associate performs functions, activities, or services for Covered Entity, and, in connection with those functions, activities, and/or services, Business Associate creates, receives, maintains, or transmits PHI that is subject to protection under HIPAA.

**NOW, THEREFORE**, in consideration of the foregoing and of the covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

**Section 1. Definitions.** The terms used, but otherwise not defined, in this BA Agreement shall have the same meaning as those terms in HIPAA.

(a) "Agreement" shall mean that certain Agreement by and between Covered Entity and the Business Associate dated the

16<sup>th</sup> day of October, 2017.

(b) "Breach" shall have the meaning set forth in 45 CFR § 164.402, including, without limitation, the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA.

(c) "Designated Record Set" shall have the meaning set forth in 45 CFR § 164.501, including, without limitation, a group of records maintained by or for Covered Entity that consist of: (i) the medical records and billing records about individuals maintained by or for a Covered Entity; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) records used, in whole or in part, by or for Covered Entity to make decisions about individuals. For purposes of this definition, the term "record" means any item, collection or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.

(d) "Effective Date" shall mean the effective date of the Agreement.

(e) "HIPAA" shall mean: (i) the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164, and any subsequent amendments or modifications thereto, and (ii) the HITECH Act, and regulations promulgated thereunder, and any subsequent amendments or modifications thereto.

(f) "HITECH Act" shall mean the provisions applicable to business associates under the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

(g) "PHI" shall mean Protected Health Information which Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity in connection with the performance of functions, activities, and/or services pursuant to the Agreement.

(h) "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, as may be amended, modified, or superseded from time to time.

(i) "Protected Health Information" shall have the meaning set forth in 45 CFR § 160.103, including, without limitation, any information, whether oral, electronic or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present or future payment for the provision of health care to an individual; and (iv) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

(j) "Required by Law" shall have the meaning set forth in 45 CFR § 164.103, including, without limitation, a mandate contained in law that compels Covered Entity or Business Associate to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.

(k) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.

(l) "Security Incident" shall have the meaning set forth in 45 CFR § 164.304, including without limitation, the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI.

(m) "Security Rules" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, as may be amended, modified, or superseded from time to time.

(n) "Unsecured PHI" shall have the meaning set forth in 45 CFR § 164.402, including, without limitation, Protected Health Information not secured through the use of encryption, destruction or other technologies and methodologies identified by the Secretary to render such information unusable, unreadable, or indecipherable to unauthorized persons.

**Section 2. Obligations of Business Associate.**

(a) Permitted Uses. Business Associate shall not use PHI in any manner except for the purpose of performing functions, activities, or services pursuant to the Agreement; provided, however, that Business Associate shall not use PHI in any manner

that would constitute a violation of HIPAA if so used by Covered Entity. Business Associate may use PHI: (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) as Required by Law.

(b) Permitted Disclosures. Business Associate shall not disclose PHI in any manner except for the purpose of performing functions, activities, or services pursuant to the Agreement; provided, however, that Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. Business Associate may disclose PHI:

(i) for the proper management and administration of Business Associate if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; (ii) to carry out the legal responsibilities of Business Associate if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; or (iii) as Required by Law. To the extent that Business Associate discloses PHI to a third party pursuant to Section 2(b)(i) or (ii) above under Reasonable Assurances, Business Associate must obtain in writing, prior to making any such disclosure: (x) reasonable assurance from the third party that such PHI will be held in a confidential manner; (y) reasonable assurance from the third party that such PHI will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such third party; and (z) an agreement from the third party to immediately notify Business Associate of any breaches of confidentiality of such PHI, to the extent the third party has obtained knowledge of such breach (collectively, "Reasonable Assurances"). Except as Required by Law, Business Associate shall not disclose PHI to a health plan for payment or healthcare operations if the individual subject to the PHI has requested such restriction and the individual (or designee) pays out of pocket in full for the health care item or service to which the PHI relates.

(c) De-identification. Business Associate shall not de-identify PHI without Covered Entity's prior written consent.

(d) Appropriate Safeguards. Business Associate shall comply with the applicable provisions of the Security Rules and shall implement appropriate administrative, technical, physical, and security safeguards in compliance with HIPAA that reasonably and appropriately safeguard and protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. As required by HIPAA, Business Associate shall maintain policies, procedures and documentation that address these safeguards and the requirements of HIPAA and which are appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its services.

(e) Business Associate's Subcontractors and/or Agents. To the extent Business Associate uses one or more subcontractors or agents to perform a function, activity or service for the Covered Entity, and such subcontractors or agents create, receive, maintain, or transmit PHI, Business Associate shall first require in accordance with 45 CFR § 164.308(b) and 164.502(e) that each subcontractor or agent agree in writing to be bound by the terms of this BA Agreement and HIPAA, to the same extent as Business Associate. Business Associate shall report to Covered Entity in writing, as soon as possible, but in no event later than three (3) days following the discovery of non-compliance by a subcontractor or agent of any of its obligations with respect to PHI. Notwithstanding the above, Business Associate shall not delegate to a subcontractor or agent any functions, activities, or services it provides on behalf of Covered Entity pursuant to the Agreement without Covered Entity's prior, written consent.

(f) Access to PHI. Within five (5) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained by Business Associate in a Designated Record Set available to Covered Entity for inspection and/or copying to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. If a request for access to PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than five (5) days after receipt of the request, forward the request to Covered Entity. Business Associate shall provide access to a copy of electronic PHI maintained by Business Associate in a Designated Record Set to the Covered Entity in accordance with the provisions of this Section and HIPAA.

(g) Amendment of PHI. Within five (5) days of receipt of a request by Covered Entity, Business Associate shall amend PHI maintained by Business Associate in a Designated Record Set as directed by Covered Entity to enable Covered Entity to fulfill its obligations under 45 CFR § 164.526. If a request for amendment of PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than five (5) days after receipt of the request, forward the request to Covered Entity.

(h) Accounting of PHI Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528. Within five (5) days of receipt of a request by Covered Entity, Business Associate shall make available to Covered Entity the information required to provide an accounting of such disclosures. Any accounting information shall include the information described in 45 CFR § 164.528(b), including, without



limitation: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the written request for disclosure. If a request for an accounting of PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than five (5) days after receipt of the request, forward the request to Covered Entity.

(i) Governmental Access to Records. Business Associate shall make PHI and his/her/its facilities, internal practices, books, records, accounts, and other information relating to the use and disclosure of PHI available to the Secretary in a time and manner designated by the Secretary and shall cooperate with the Secretary concerning any investigation designed to determine Covered Entity's or Business Associate's compliance with HIPAA. Unless the Secretary directs otherwise, Business Associate shall promptly notify Covered Entity of Business Associate's receipt of a request for information from the Secretary or a notice concerning an investigation by the Secretary.

(j) Minimum Necessary Use and Disclosure Requirement. Business Associate shall only request, use and disclose the minimum amount of PHI necessary to reasonably accomplish the purpose of the request, use or disclosure in accordance with 45 CFR § 164.502(b). Further, Business Associate will restrict access to PHI to those employees, contractors, or agents of Business Associate who are actively and directly participating in performing functions, activities, or services pursuant to the Agreement and who need to know such PHI in order to fulfill such responsibilities.

(k) Retention of PHI. Business Associate shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under Section 2(h) of this BA Agreement for a period of six (6) years from its creation.

(l) Notification Obligations; Mitigation. During the term of this BA Agreement, Business Associate shall notify Covered Entity as soon as possible, but in no event later than three (3) days after discovery of any use and/or disclosure of PHI not permitted by this BA Agreement, a Breach of Unsecured PHI, or any material Security Incident of which it becomes aware. This notification obligation shall include the information required by HIPAA and, at a minimum, shall provide Covered Entity with the following information: (i) a description of the facts and circumstances concerning the improper use or disclosure, Breach or Security Incident; (ii) a description of the PHI affected; and (iii) the names and identity of the individual(s) affected. Business Associate shall take prompt corrective action to mitigate and cure, if possible, any harmful effect that is known to Business Associate of an improper use and/or disclosure of PHI, Breach or Security Incident. Business Associate shall cooperate with Covered Entity regarding any Breach notification to third parties, and shall reimburse Covered Entity for any costs incurred by Covered Entity in complying with the applicable requirements of HIPAA resulting from a Breach of

Unsecured PHI by Business Associate. Business Associate shall be deemed to discover a Breach of Unsecured PHI as of the first day on which such Breach is known, or should have been known, by Business Associate.

(m) Additional Obligations. Business Associate shall comply with the requirements of HIPAA which are applicable to business associates, including all regulations which are issued to implement such requirements, as may be amended, modified, or superseded from time to time. To the extent Business Associate carries out one or more of Covered Entity's obligation(s) under 45 CFR Part 164, Subpart E, in the performance of such obligations, Business Associate shall comply with the requirements of 45 CFR Part 164, Subpart E, that apply to Covered Entity to the same extent as required by Covered Entity.

(n) Compliance with Standard Transactions. If Business Associate conducts, in whole or in part, Standard Transactions (as such term is defined in the Standards for Electronic Transactions Rule at 45 CFR Parts 160 and 162, as may be amended, modified or superseded, from time to time) for or on behalf of Covered Entity, Business Associate will comply, and will require any of its subcontractors or agents involved with such Standard Transactions on behalf of Covered Entity to comply, with each applicable requirement of 45 CFR Parts 160 and 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in a Standard Transaction or are not in the Standard Transactions' implementation specification; or (iv) changes the meaning or intent of the Standard Transactions' implementation specifications.

**Section 3. Obligations of Covered Entity.**

(a) Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 CFR § 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

(b) Restrictions on Use or Disclosure. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individuals to use and/or disclose PHI, to the extent such changes or revocations may affect Business Associate's permitted or required uses and/or disclosures of PHI. Further, Covered Entity shall notify Business Associate of any restriction to the use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's permitted or required uses and/or disclosures of PHI.

**Section 4. Term and Termination.**

(a) Term. This BA Agreement shall commence on the Effective Date and will remain effective for the entire term of the Agreement, unless earlier terminated in accordance with the terms herein.

(b) For Cause Termination Due to Material Breach. Either party may terminate this BA Agreement by notice in writing to the other party, if the other party materially breaches this BA Agreement in any manner and such material breach continues for a period of thirty (30) days after written notice is given to the breaching party by the other party specifying the nature of the breach and requesting that it be cured. A material breach of this BA Agreement shall constitute a breach of the Agreement. If termination of this BA Agreement is not feasible, the non-breaching party shall report the breach to the Secretary, if required by HIPAA.

(c) Effect of Termination. Upon termination of this BA Agreement, Business Associate shall return or destroy all PHI (regardless of form or medium), including all copies thereof and any data compilations derived from PHI and allowing identification of any individual who is the subject of the PHI. The obligation to return or destroy all PHI shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. If the return or destruction of PHI is not feasible, Business Associate shall provide Covered Entity written notification of the conditions that make return or destruction not feasible. Upon notification that return or destruction of PHI is not feasible, Business Associate shall continue to extend the protections of this BA Agreement to such information and limit further uses or disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible, for as long as Business Associate maintains such PHI. If Business Associate elects to destroy the PHI, Business Associate shall notify Covered Entity in writing that such PHI has been destroyed.

**Section 5. Enforcement, Civil Monetary Penalties**. The parties hereby acknowledge that in providing services pursuant to the Agreement, Business Associate is at all times acting as an independent contractor and not as an agent of the Covered Entity. In accordance with HIPAA, Business Associate hereby acknowledges that it/he/she will be directly liable for civil money penalties for: (i) impermissible uses and disclosures of PHI; (ii) failure to provide notifications of Breaches of Unsecured PHI to the Covered Entity; (iii) failure to provide access to a copy of electronic PHI to either the Covered Entity, the individual subject to the electronic PHI or the individual's designee, as designated by the Covered Entity; (iv) failure to disclose PHI where required by the Secretary to investigate or determine the Covered Entity's or Business Associate's compliance with HIPAA; (v) failure to provide an accounting of disclosures of PHI in accordance with the requirements of HIPAA; (vi) failure to comply with the requirements of the Security Rule; (vii) failure to limit PHI used and/or disclosed to the minimum amount necessary to accomplish the intended purpose; and (viii) failure to obtain the written agreement of its subcontractors or agents to be bound by the terms of this BA Agreement and applicable law to the same extent as Business Associate.

**Section 6. Indemnification**.

(a) Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its owners, officers, employees and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorneys' fees, arising from or based upon any violation of this BA Agreement and/or HIPAA by Business Associate or any of its owners, officers, employees, agents and subcontractors.

(b) Covered Entity agrees to indemnify, defend and hold harmless Business Associate and its owners, officers, employees and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorneys' fees, arising from or based upon any violation of this BA Agreement and/or HIPAA by Covered Entity or any of its owners, officers, employees, agents and subcontractors.

**Section 7. Construction**. This BA Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this BA Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA. In the event the terms of this BA Agreement conflict with the terms of the Agreement, the terms of this BA Agreement shall control.

**Section 8. Captions**. The captions contained in this BA Agreement are included only for convenience of reference and do not define, limit, explain or modify this BA Agreement or its interpretation, construction or meaning and are in no way to be construed as part of this BA Agreement.

**Section 9. Notice**. All notices and other communications required or permitted pursuant to this BA Agreement shall be in writing, addressed to the party at the address set forth at the end of this BA Agreement, or to such other address as any party may designate from time to time in writing in accordance with this Section. All notices and other communications shall be sent by: (i) registered or certified mail, return receipt requested, postage pre-paid; (ii) facsimile with a copy sent by First Class Mail, postage pre-paid; or (iii) hand delivery. All notices shall be effective as of the date of delivery if by hand delivery, two (2) days following the date of facsimile, or if by certified mail on the date of receipt, whichever is applicable.

**Section 10. Assignment**. This BA Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by either party without the prior written consent of the other party and any assignment or transfer without proper consent shall be null and void.

**Section 11. Governing Law and Venue**. This BA Agreement shall be governed by, and interpreted in accordance with HIPAA, and the internal laws of the State in which the Covered Entity has its principal place of business, without giving effect to any conflict of laws provisions.

**Section 12. Binding Effect; Modification** . This BA Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective permitted successors and assigns. This BA Agreement may only be amended or modified by mutual written agreement of the parties; provided, however, that in the event provisions of this BA Agreement shall conflict with the requirements of HIPAA, this BA Agreement shall automatically be deemed amended as necessary to conform to such legal requirements at all times.

**Section 13. Waiver**. The failure of either party at any time to enforce any right or remedy available hereunder with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

**Section 14. Severability**. In the event that any provision or part of this BA Agreement is found to be totally or partially invalid, illegal, or unenforceable, then the provision will be deemed to be modified or restricted to the extent and in the manner necessary to

make it valid, legal, or enforceable, or it will be excised without affecting any other provision of this BA Agreement, with the parties agreeing that the remaining provisions are to be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**Section 15. No Third-Party Beneficiaries**. Nothing

express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Covered Entity, Business Associate and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

**Section 16. Counterparts** . This BA Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one BA Agreement.

**Section 17. Entire Agreement**. This BA Agreement constitutes the entire agreement between the parties with respect to the matters contemplated herein and supersedes all previous and contemporaneous oral and written negotiations, commitments, and understandings relating thereto.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2017**

**IN WITNESS WHEREOF**, Covered Entity and Business Associate have each caused this BA Agreement to be executed in their respective names by their duly authorized representatives as of the Effective Date.

**BUSINESS ASSOCIATE:**

Association of County Commissions of Alabama

Signature: \_\_\_\_\_

Print Name/Title: Morgan Arrington, Attorney

Address: 100 North Jackson Street  
Montgomery, AL 36103

Telephone: 334-263-7594

Facsimile: 334-263-7678

Contact Person: \_\_\_\_\_

**COVERED ENTITY:**

\_\_\_\_\_ County

Chairman Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Sheriff Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Contact Person: \_\_\_\_\_

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute the following Ingenuity Statement of Work Utilities Expense Management Agreement, 50% of savings from November 1, 2017 to October 31, 2018.

# MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2017

## Ingenuity

### Statement of Work – 02 Utilities Expense Management

This Statement of Work (“SOW”) dated November 1, 2017 references and is incorporated within the Master Agreement (“Agreement”) dated November 1, 2015 between Limestone County Commission, Alabama (“Limestone”) and Ingenuity, Inc. (“Ingenuity”).

- Services: Ingenuity will complete a Utilities Optimization Project and provide Utilities Invoice Management Services for Limestone. The Utilities Optimization Project will include a detailed evaluation of Limestone’s Utilities (electricity, natural gas, and water/wastewater) usage and costs. As part of this evaluation, Ingenuity will identify opportunities for savings, rebates and credits. Limestone will review Ingenuity’s recommendations and decide which recommendations are implemented.
- The Utilities Invoice Management Services will consist of implementation assistance for recommendations approved by Limestone and regular reviews of all Limestone utility invoices. These reviews will include evaluations of the utility usage and expenses related to each Limestone facility in an effort to identify erroneous charges and any changes that should be made to minimize Limestone’s utility expenses. These Services are further described in Attachment 1 – Project Scope Document.
- Price for Services: Limestone will pay Ingenuity fifty percent (50%) of the Savings, Credits and Rebates (as described in Attachment 1 – Project Scope Document) realized by Limestone for one year from the point of Implementation (as described in Attachment 1) for each of the approved recommendations.
- Project Start Date: 11/1/2017
- Project End Date: 10/31/2018
- Extension of Services: The term of this SOW can be extended via the written approval of both parties.
- Payment Schedule: Ingenuity will invoice Limestone on a quarterly basis for Ingenuity’s share of the applicable savings realized by Limestone. Ingenuity will deliver the first invoice related to this SOW after Limestone starts receiving utility invoices that include applicable savings. Ingenuity’s additional invoices will be delivered subsequently every three months following the delivery of the first invoice. If the parties ever determine that the total amount previously paid by Limestone related to this SOW is higher or lower than the amount that should have been paid through that point in time, an adjustment will be added to the following invoice to correct the variance. Limestone will pay all Ingenuity invoices in accordance with the terms of the Agreement.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2017**

Limestone Representative: Mark Yarbrough

**Limestone County Commission, Alabama**

**Ingenuity, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: Rick A. Hayes

Title: \_\_\_\_\_

Title: President

**Ingenuity**

**Statement of Work – 02  
Attachment 1 – Project Scope Document**

**Utilities Expense Management**

**For the**

**Limestone County Commission, Alabama**

**November 1, 2017**

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## MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2017

### Overview

Utilities (electricity, natural gas, water/wastewater) represents a very significant operating cost for most organizations. By leveraging the best rates available, reducing billing errors, and optimizing total and peak utility consumption, many organizations can significantly reduce utility expenses. Any attempt to reduce or stabilize utility rates is complicated by the highly complex tariffs that serve as the basis for the rates charged by regulated providers and the newly competitive environments in deregulated markets. Even when rates are based on what a regulated provider considers the best tariff, significantly better rates may be available. Recently deregulated markets provide significant opportunities to save money, but the many alternatives available and the uncertainty of future utility costs make decisions in these markets difficult and time consuming. Finding and taking advantage of the best rates can save a substantial amount of money and noticeably impact an organization's bottom line.

In addition to complicated invoices, complex tariffs and newly deregulated markets also lead to billing errors. This complexity makes detecting and correcting errors very difficult. Usually only a thorough audit of historical invoices and the necessary supporting documentation will identify billing errors. Along with the general billing errors, a thorough audit may also detect mistakes related to service, equipment and/or usage charges.

Because of the considerable investments in personnel and technology required to validate utility consumption, most organizations are unable to confirm (and in many cases, significantly impact) their actual utility usage. However, there are many cost-effective ways to manage utility consumption.

Ingenuity, Inc. (Ingenuity) can provide a team of Utility and audit experts with the necessary skills and tools to help the Limestone County Commission, Alabama (Limestone) minimize its utility expenses and optimize its utility usage. Ingenuity will perform a detailed evaluation of Limestone's utility invoices to detect billing inaccuracies and validate that Limestone's rates are based on the best tariff(s) available for each utility account. Ingenuity's experts understand the complexities related to utility billing and will work to identify cost recovery opportunities and alternatives for reducing Limestone's ongoing utility expenses. Our teams will also evaluate various alternatives that could help dramatically improve the efficiency of Limestone's utility consumption.

After completing the initial Utilities Optimization Project, Ingenuity will provide Utilities Invoice Management Services to review Limestone's Utility invoices on an ongoing basis to ensure all of Ingenuity's approved recommendations are implemented, all applicable credits are received, and future billing errors are minimized. All compensation for both the Utilities Optimization Project and Utilities Invoice Management Services will be based on a percentage of the savings generated for Limestone.

### Initial Review

In an effort to determine the potential for short-term and long-term savings, as well as to further define the scope of the Utilities Optimization Project, Ingenuity will complete an initial review of the following:

- All Limestone utility billing data for the previous twelve months. This should include all of the utility accounts for each Limestone facility.
- A listing of all Limestone locations, including the type and use of each location.
- Any contract terms and conditions that apply to vendors providing utilities to Limestone.
- Any applicable utilities reviews or audit reports previously completed.

## MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2017

During this review, Ingenuity will complete a high-level analysis and provide Limestone feedback on potential opportunities for improvement. Based on the results of this review, Ingenuity and Limestone will determine the detailed scope of the Utilities Optimization Project.

### Utilities Optimization Approach

This Utilities Optimization Project will focus on the areas that should provide Limestone cost savings or other opportunities for utilities optimization. Ingenuity will perform some or all of the following based on the results of the Initial Review:

- Review of all current rates and applicable tariffs.  
Ingenuity will work to obtain the best rates available for Limestone by evaluating the total usage and consumption patterns at each location and work to obtain the optimal rates available for each account.
- Review of at least the past twelve months of utilities invoice data and any necessary supporting documentation to evaluate for billing irregularities.  
Ingenuity will look for any improper application of tariffs and contract terms, as well as erroneous charges related to simple billing errors, meter/meter reading issues, and the misapplication of tariffs, riders, rules, contracts, other discounts, taxes and surcharges. As necessary, Ingenuity will review additional invoice data to research potential overcharges from previous years.
- Review of selected Limestone facilities and any applicable equipment that could significantly affect total utility consumption, peak usage, and/or equipment life.  
This activity may include site visits to review facilities and major equipment that appear to have issues significantly affecting total utility consumption, peak usage, and/or potential unnecessary wear on equipment.
- Review of any operational processes that could significantly affect utility consumption or peak usage.  
This activity will include an evaluation of alternative operational processes that could reduce total utility consumption and/or peak usage without impacting the operational purpose of the facility.

Ingenuity will assist Limestone with utility provider communications, research and negotiations. To allow Ingenuity to procure any necessary billing and usage information from Limestone's utility providers, Ingenuity will need to obtain a Letter of Agency (Appendix A) from Limestone that designates Ingenuity as a representative of Limestone.

### Deliverables

The major deliverable of the Utilities Optimization Project will be the Report of Findings and Recommendations. However, this will be an iterative document with interim versions reviewed with Limestone throughout the term of the SOW. These interim reviews will be used to discuss opportunities that may justify immediate attention.

In addition to the Report of Findings and Recommendations, Ingenuity will also provide Limestone regular summaries of any new billing errors and recommended changes or adjustments by account, as well as quarterly listings of all savings related to Ingenuity's recommendations and assistance.



## MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2017

### Utilities Invoice Management Services

The Utilities Invoice Management Services will consist of implementation assistance for approved Ingenuity recommendations and ongoing reviews of Limestone invoices. As part of the ongoing reviews, Ingenuity will evaluate the utility usage and expenses for each Limestone facility in an effort to identify any erroneous charges and changes that could minimize utility expenses. Ingenuity will regularly analyze the total usage, peak usage, and consumption patterns of Limestone's accounts and will recommend any alternatives available that should reduce Limestone total expenses. Ingenuity will also work with Limestone's providers to obtain any appropriate credits and any additional support necessary to evaluate alternatives for Limestone. Ingenuity will provide quarterly reports to Limestone that identifies all applicable savings that were recognized in the preceding quarter and lists all pending opportunities for additional savings.

### Project Fees

Ingenuity will deliver quarterly reports of savings, findings and recommendations that will outline the actual or projected cost reductions, cost containments, rebates and credits generated or forecasted up to that point. It will also include a side-by-side comparison of what was paid previously versus the actual or forecasted costs. This comparison will include a list of the actual credits received by Limestone through the date of the report.

Limestone will pay Ingenuity fifty percent (50%) of the Savings, Credits and Rebates (as described below) realized by Limestone for one year from the point of Implementation (as described below) of each approved recommendation. Implementation of each applicable change and/or billing correction resulting from an Ingenuity recommendation approved by Limestone shall occur on the effective date of such change and/or correction. Implementation of any Credit or Rebate resulting from an Ingenuity recommendation approved by Limestone shall occur on the date on which Limestone receives the benefit of a particular Credit or Rebate either through the receipt of cash or a credit to be applied to current or future invoices.

The Savings, Credits and Rebates will be based on the financial impact of Ingenuity's assistance and/or recommendations that help generate savings for Limestone. This will include the following:

- The reduction in Limestone's costs related to alternative rates and any additional discounts applied to utility invoices.
- The amounts credited or returned to Limestone as the result of billing inaccuracies or incentives, including, but not limited to, overstated rates, understated discounts, erroneous taxes and surcharges, inaccurate meter readings, billing miscalculations, or erroneous billing entries.
- The reduction in Limestone's utility costs related to reducing utility consumption or peak usage, as well as adjustments in utility consumption patterns.

To determine the applicable savings related to any Ingenuity recommended and Limestone approved purchases or leases, the cost of any related purchase shall be calculated using straight-line depreciation over a five-year period and the cost of any related lease shall be calculated on a lease-to-own basis over a five-year period.

In the event that Limestone decides to implement any Ingenuity recommendation during the last year of this SOW's term and this SOW is not extended, Limestone shall continue to pay Ingenuity its share of any applicable savings related to this recommendation during the twelve (12) months following the termination of this SOW.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2017**

**Limestone Responsibilities**

- Limestone shall make available to Ingenuity all of the requested utility invoices, billing records, and contract terms that have been agreed upon with vendors providing utilities to Limestone.
- Limestone will designate Ingenuity as a representative of Limestone in order for Ingenuity to retrieve usage, billing and contract information from vendors providing utilities to Limestone and to allow Ingenuity to communicate directly with Limestone’s utility providers when appropriate. This will be facilitated through the execution of a Letter of Agency (included as Appendix A). These forms will not authorize Ingenuity to enter into any agreement on behalf of Limestone.
- Before contracting for any utility services while Ingenuity is completing the Utilities Optimization Project, Limestone will consult with Ingenuity about any related opportunities for savings.
- Limestone will have final responsibility for the approval and implementation of Ingenuity’s recommendations included in the Report of Findings and Recommendations. However, Ingenuity will provide implementation assistance for all of the recommended changes that Mobile County approves.
- Limestone will be responsible for the final validation that the all appropriate credits and refunds have been received.
- Limestone will provide Ingenuity the requested information and assistance, as appropriate to enable Ingenuity to complete the Utilities Optimization Project & Utilities Invoice Management Services as quickly and effectively as possible.

**APPENDIX A**

**Letter of Agency**

**Date:** \_\_\_\_\_

**To:** Utility Provider

Please indicate each provider that is currently providing services to you:

\_\_\_\_\_ Athens Utilities

\_\_\_\_\_ Limestone County Water and Sewer Authority

The undersigned appoints **Ingenuity, Inc. (Ingenuity)**, to request my private *Customer Service Records (CSR), Billing Data, Usage Data, and Contracted Services Information* from your organization as identified above. You should deal directly with **Ingenuity** to provide the requested records and information. This document will not expire unless revoked by the Customer, in writing.

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Customer Name: **Limestone County, Alabama**

Customer Billing Address: \_\_\_\_\_

Account Numbers (At least one per provider): \_\_\_\_\_

Authorized Customer Name/Title: \_\_\_\_\_

Authorized Customer Signature: \_\_\_\_\_

Customer Contact Number: \_\_\_\_\_

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Steve Turner, aye; and Stanley Hill, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Stanley Hill to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

<b>Proposal No.</b>	<b>Item</b>	<b>Awarded to</b>	<b>Amount</b>
2631	Sanitary Supplies (County Commission)	American Paper & Twine	\$1,844.20 over all 20% off catalog
2632	Tag Registration Forms (License Commission)	Printers & Stationers, Inc.	\$859.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Ben Harrison to promote the following Correction Officers Grade 7 to Corporal Grade 8, effective immediately:

- Jackie McNatt
- Mark Heard
- Andrew Vickers
- David Beckham

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Ben Harrison, aye; and Stanley Hill, aye. Motion carries unanimously.

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**MOTION** was made by Stanley Hill and seconded by Steve Turner to promote the following Deputies from Deputy Grade 9 to Sergeant Grade 10, effective immediately:

- Jonathan Hardiman
- Terry Johnson
- Martin Evans
- Shannon Thrasher

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Stanley Hill to transfer Krystal Hines to Real Property Appraiser in the Revenue Commissioner's Office.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Ben Harrison to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Browns Crossing Subdivision Phase 3	Major	Preliminary	38	2	On the north side of Hwy 72, approx. ½ mile west of Mooresville Rd at the end of Eva Circle & Norfleet Drive
The Arbors Addition #6	Major	Final	64	2	North side of Newby Road

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Ben Harrison, aye; and Stanley Hill, aye. Motion carries unanimously.

Commissioner Hill stated they are leveling on secondary roads throughout District 1. He encouraged motorists to watch for signs and flags.

Commissioner Turner reported that District 2 is wrapping up the final round of bush-hogging and performing normal maintenance. He thanked Samuel Britnell for attending the commission meeting and for his interest in government.

Commissioner Harrison said District 4 is finishing shoulder work on Parker Road. They have a couple more weeks of bush-hogging.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 16, 2017**

Chairman Yarbrough explained work session and commission meeting procedures to Samuel Britnell, a member of the Mayor's Youth Commission, and encouraged him to attend a work session.

Recessed at 10:17 a.m. until 10:00 a.m. on Wednesday, November 1, 2017, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.