

MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 2, 2018

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.

Present: Stanley Hill, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Mark Yarbrough, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Steve Turner to approve the minutes of March 19 & 28, 2018.

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

MOTION was made by Stanley Hill and seconded by Jason Black to approve the following claims

3/16/18	Check # 47798	\$ 20,532.65
3/23/18	Check # 47799 – 47840	\$ 527,346.17
3/29/18	Check # 47841 – 47930	<u>\$ 923,013.99</u>
	TOTAL	\$1,470,892.81

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. Stanley Hill, aye; Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute the following resolution providing for Limestone County’s Participation in the Back-to-School Sales Tax Holiday.

RESOLUTION PROVIDING FOR LIMESTONE COUNTY’S PARTICIPATION IN THE “BACK-TO-SCHOOL” SALES TAX HOLIDAY

WHEREAS, during its 2006 Regular Session, the Alabama Legislature Enacted Act No. 2006-574, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the first full weekend in August of each year; and

WHEREAS, Act No. 2017-120 Amended *Code of Alabama 1975*, § Sections 40-23- 211 and 40-23-213, relating to the tax exemption on covered items during “Back-to- School” Sales Tax Holiday, by changing the dates from the first weekend of August to the third full weekend of July.

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WHEREAS, the Limestone County Commission has affirmatively voted to grant the exemption of covered items from county sales and use taxes on purchases during the third full weekend of July 2018, beginning at 12:01 a.m. on Friday, July 20, 2018 and ending at twelve midnight on Sunday, July 22, 2018; and

WHEREAS, the *Code of Alabama 1975, § 11-51-210(e)* requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county sales and use taxes for the third full weekend of July 2018 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue;

WHEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by the Alabama Department of Revenue Sales and Use Tax Rules beginning at 12:01 a.m. on Friday, July 20, 2018 and ending at twelve midnight on Sunday, July 22, 2018.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the April 2, 2018 meeting of the Limestone County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with *Code of Alabama 1975, § 11-51-210(e)*.

IN WITNESS WHEREOF, THE Limestone County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 2nd day of April, 2018.

Mark Yarbrough, Chairman

Attest: _____
Pam Ball, Administrator

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

MOTION was made by Steve Turner and seconded by Jason Black to authorize the Chairman to execute the following resolution re-authorizing Title VI Plan (adopted February 17, 2015) for all Limestone County vehicles funded through ALDOT's Section 5310 program.

Appendix H

Documentation of Title VI Re-Authorization

RESOLUTION ADOPTING A TITLE VI PLAN

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WHEREAS, the Limestone County Commission is a recipient of federal financial assistance from the Alabama Department of Transportation in support of transit services which imposes certain obligations upon the recipient, including complying with the Title VI federal requirements; and

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

WHEREAS, the Limestone County Commission commits to assure that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity regardless of the funding source;

NOW, THEREFORE, be it resolved by the Commissioners of the Limestone County Commission as follows:

The Limestone County Commission approves the proposed Title VI Program revisions in order to comply with the Title VI federal requirements.

The Grant Coordinator, in his/her capacity, will serve as the Title VI Officer and is authorized to revise and update the plan as necessary.

Original Adoption - February 17, 2015

Re-Adopted this 2nd day of April, 2018.

Signature: _____

Attest: _____

Typed Name: Mark Yarbrough

Typed Name: Pam Ball

Title: Chairman,
Limestone County Commission

Title: County Administrator,
Limestone County Commission

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

MOTION was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute the following Memorandum of Understand between Limestone County Commission and Alabama Medicaid Agency for certain services provided to Medicaid recipients who are inmates of a public institution, during pilot period of January 1, 2018 through December 31, 2018.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
LIMESTONE COUNTY COMMISSION
AND
THE ALABAMA MEDICAID AGENCY**

THIS AGREEMENT is effective the 1st day of January, 2018, by and between the Alabama Medicaid Agency (hereinafter referred to as Medicaid) and the Limestone County Commission (hereinafter referred to as Contractor) regarding the exchange of necessary data to coordinate reinstatement for certain services provided to Medicaid recipients who are inmates of a public institution under the administrative control or responsibility of the county sheriff and for whom the county is responsible for the provision of medical care (hereinafter referred to as Contractor's Facility); and

WHEREAS, the Alabama Legislature passed Alabama Act 2017-298 (hereinafter referred to as the Act), which requires the suspension, but not termination, of Medicaid eligibility for individuals who are eligible for Medicaid, but are Inmates of Contractor's Facility. The Act further provides for reinstatement of Medicaid benefits for inpatient services in a medical institution received by such Inmates who are otherwise eligible for Medicaid; and

WHEREAS, in order to effectuate the purposes of the Act, Medicaid and Contractor must exchange information regarding certain individuals' Medicaid eligibility and whether they are an Inmate of Contractor's Facility as defined in Sections 2 and 3 of this Agreement and must further develop such methods, systems, processes, procedures, and such other means as may be necessary to effectuate the purposes of the Act.

NOW, THEREFORE, the Medicaid and Contractor hereby agree as follows:

1. This Agreement shall be effective during a pilot period of January 1, 2018 through December 31, 2018, and except as otherwise provided, shall remain in effect for such term until terminated by agreement of both Medicaid and Contractor or upon thirty (30) days written notice to the other party. This agreement may be amended as required, provided that such is in writing and signed by both Medicaid and Contractor.
2. For the purposes of this Agreement, the term "Inmate" shall be defined as 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 not otherwise become the responsibility of the Department of Corrections, or a person serving his or her sentence in the county jail.
3. For the purposes of this Agreement, the terms "public institution" and "Contractor's Facility" shall be defined as an institution under the administrative control and responsibility of the county sheriff and for whom the county is responsible for the provision of medical care.

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4. Medicaid and the Association of County Commissions of Alabama (hereinafter referred to as Association) will enter into a separate Memorandum of Understanding which authorizes the Association to communicate with Medicaid on behalf of Contractor and enables Contractor to be compliant with the identification and notification requirements found in Section 1, paragraphs (1), (2), (4) and (5) of the Act.
5. Contractor agrees to provide the Association such information as is necessary for Medicaid to determine whether Inmates of Contractor's Facility are subject to the Act. Such information shall include the name, date of birth, and social security number, as well as such other information as Medicaid may require. Medicaid will use this information solely for the purpose of determining whether such Inmates meet Medicaid eligibility requirements and are subject to the Act.
6. Medicaid and Contractor both agree to use a mutually acceptable means to securely exchange any and all data or other information required to be exchanged pursuant to this Agreement. Such means of secure exchange shall comply with all applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implementing regulations as adopted, as well as the attached Alabama Medicaid Business Associate Addendum as addressed in paragraph 12 of this Agreement.
7. Medicaid agrees to use the information exchanged pursuant to this Agreement for the sole purpose of designing methods, systems, processes, procedures, and such other means as may be necessary to effectuate the purposes of the Act, including but not limited to:
 - a. suspending or terminating Medicaid eligibility for Inmates who are not otherwise eligible for Medicaid;
 - b. for those Inmates who were eligible for Medicaid prior to becoming an Inmate and who are otherwise eligible for Medicaid:
 - i. suspending Medicaid eligibility, provided the Inmate continues to be otherwise eligible for Medicaid;
 - ii. ensuring Medicaid payment for covered inpatient services received outside of Contractor's Facility by Inmates otherwise eligible for Medicaid benefits; and
 - iii. upon an inmate's release from Contractor's Facility, promptly removing the suspension of Medicaid eligibility if the inmate is otherwise eligible for Medicaid.
8. Contractor will monthly, provide information to be submitted electronically to Medicaid through the Association. The information submitted shall include:
 - identifying information for each inmate in custody (name, date of birth, gender, SSN);
 - date of incarceration;
 - date of release if known; and
 - date of death if known.

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9. Medicaid will process the file against all Medicaid recipients and send a return file back to the Association containing the following information. The return file shall include each Inmate submitted by the county displaying the following indicators:
 - a. An indicator for Inmates who were not found active on Medicaid's file;
 - b. An indicator for Inmates who were found active on Medicaid's file who have been suspended because they are no longer eligible for Medicaid services due to incarceration;
 - c. An indicator for individuals who are active and remain active SSI on Medicaid file and who are eligible for inpatient services in a medical institution for the month in question; and
 - d. Any indicators for Inmates who were found active on Medicaid file who have been suspended but are only eligible for inpatient services in a medical institution for the month in question.
10. Contractor shall notify Medicaid of all Inmates in custody with an indicator in paragraph 9, category c. or d. above, who have received inpatient services in a medical facility outside of a Contractor's Facility. During the pilot period, Medicaid agrees to provide a monitored email address to which Contractor shall send notification of an Inmate's admission to an inpatient medical institution. Upon submission of an electronic notification, Medicaid will take all necessary steps to ensure that a claim that has been properly submitted by the provider for an Inmate who is eligible for coverage of inpatient services will be processed in accordance with the Act and federal law. Medicaid agrees to be responsible for providing inpatient medical institutions enrolled as providers under the Alabama Medicaid program all necessary information needed to submit claims for Inmates who are eligible for services in accordance with the Act and federal law.
11. Separate from the identification and notification requirements, Section 1(d)(3) of the Act also requires that Contractor or other responsible governmental will be responsible for payment of the full amount of any federally required state match due for inpatient services triggered under the Act. Upon receipt from a provider of an invoice or itemized statement for inpatient medical services received by an eligible Inmate, Contractor will send the state match due (currently 28.56% but subject to change) and a copy of the invoice to Medicaid. Nothing in this agreement shall cause Contractor to be responsible for any additional costs that could arise due to Medicaid's failure to timely remit payments to the provider in accordance with the Alabama Medicaid State Plan.
12. In the event that an Inmate is eligible for coverage of benefits for inpatient medical services, but Medicaid denies or rejects a properly submitted claim for an eligible Inmate, Medicaid will take all reasonable and necessary steps to ensure payment of a proper claim.

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13. Medicaid agrees to provide Contractor with a revised Agreement for the period beginning January 1, 2019 which contains detailed provisions of a reimbursement process that is in compliance with the Act and federal law by no later than August 1, 2018.
14. Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. Both Medicaid and Contractor's sole remedy for the settlement of any and all monetary disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
15. For any and all other disputes arising under the terms of this Agreement, both Medicaid and Contractor hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through private mediators.
16. Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n). Nothing herein shall be deemed a waiver of immunity granted to the Medicaid or Contractor under federal or state law.
17. Additionally, it is incumbent upon both Medicaid and Contractor to inform their officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 U.S.C. § 552a. Specifically, 5 U.S.C. § 552a(i)(1), which is made applicable to both Medicaid and Contractor by 5 U.S.C. §552a(m)(1), provides that any officer or employee, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00. Nothing herein shall be deemed a waiver of immunity granted to either Medicaid or Contractor under federal or state law.

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- 18. Both Medicaid and Contractor hereby certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.
- 19. Both Medicaid and Contractor acknowledge and understand that this Agreement is not effective until it has received all requisite state and local government approvals and no information contemplated under this Agreement shall be exchanged until all requisite approvals have been obtained.
- 20. Pursuant to Ala. Code §31-13-9(k), by signing this Agreement, both Medicaid and Contractor affirm, for the duration of this 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, either Medicaid or Contractor found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

Alabama Medicaid Agency

This agreement has been reviewed for and is approved as to content.

Limestone County Commission

Stephanie McGee Azar
Commissioner

Name Mark Yarbrough
Title Chairman

Date Signed

Date Signed

This agreement has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Legal Counsel

Legal Counsel

**ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (this “Agreement”) is made effective the 1st day of January, 2018, by and between the Alabama Medicaid Agency (“Covered Entity”), an agency of the State of Alabama, and Limestone County Commission (“Business Associate”) (collectively the “Parties”).

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1. BACKGROUND

- 1.1. Covered Entity and Business Associate are parties to a contract entitled Contract Number: C80629640 (the “Contract”), whereby Business Associate agrees to perform the certain services for or on behalf of Covered Entity.
- 1.2. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Rules (as defined below).
- 1.3. The Parties enter into this Business Associate Addendum with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

2.1 General Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2.2 Specific Definitions

2.2.1 Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103

2.2.2 Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103.

2.2.3 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

- 3.1 Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.

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- 3.2** Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.
- 3.3** Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4** Report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- 3.5** Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.
- 3.6** Provide Covered Entity with access to PHI within thirty (30) business days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.
- 3.7** Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) calendar days after receiving the request.
- 3.8** Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.
- 3.9** Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.
- 3.10** Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 3.11** Maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.

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- 3.12** Notify the Covered Entity within five (5) business days following the discovery of a breach of unsecured PHI on the part of the Contractor or any of its sub-contractors, and
- 3.12.1** Provide the Covered Entity the following information:
- 3.12.1(a) The number of recipient records involved in the breach.
 - 3.12.1(b) A description of what happened, including the date of the breach and the date of the discovery of the breach if known.
 - 3.12.1(c) A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).
 - 3.12.1(d) Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
 - 3.12.1(e) A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.
 - 3.12.1(f) Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.
 - 3.12.1(g) A proposed media release developed by the Business Associate.
- 3.12.2** Work with Covered Entity to ensure the necessary notices are provided to the recipient, prominent media outlet, or to report the breach to the Secretary of Health and Human Services (HHS) as required by 45 C.F.R. Part 164, Subpart D.;
- 3.12.3** Pay the costs of the notification for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate;
- 3.12.4** Pay all fines or penalties imposed by HHS under 45 C.F.R. Part 160, "HIPAA Administrative Simplification: Enforcement Rule" for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate.
- 3.12.5** Co-ordinate with the Covered Entity in determining additional specific actions that will be required of the Business Associate for mitigation of the breach.

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4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may

- 4.1. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;
- 4.2. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 4.3. Disclose PHI for the proper management and administration of the Business Associate, provided that:
 - 4.3.1 Disclosures are Required By Law; or
 - 4.3.2 Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.4 Use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

The Business Associate shall report to the Covered Entity within five (5) business days from the date the Business Associate becomes aware of:

- 5.1 Any use or disclosure of PHI not provided for by this agreement
- 5.2 Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

- 6.1 Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.
- 6.2 Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- 6.3 Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

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- 6.4 Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 6.5 Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

7. TERM AND TERMINATION

7.1 **Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

7.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

7.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

7.2.2 Immediately terminate this Agreement; or

7.2.3 If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

7.3 Effect of Termination.

7.3.1 Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or 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.

7.3.2 In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities, and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:

7.3.2(a) Retain only that PHI which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

7.3.2(b) Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;

7.3.2(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the PHI;

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7.3.2(d) Not use or disclose the PHI retained by business associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and

7.3.2(e) Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

7.4 Survival

The obligations of business associate under this Section shall survive the termination of this Agreement.

8. GENERAL TERMS AND CONDITIONS

- 8.1 This Agreement amends and is part of the Contract.
- 8.2 Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- 8.3 In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the HIPAA Rules shall prevail. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- 8.4 A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.
- 8.5 The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement effective on the date as stated above.

ALABAMA MEDICAID AGENCY

Signature: _____

Printed Name: Clay Gaddis

Title: Privacy Officer

Date: _____

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BUSINESS ASSOCIATE

Signature: _____

Printed Name: Mark Yarbrough

Title: Chairman

Date: _____

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness

State of Alabama)

County of Limestone)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: 3-28-2018

RE Contract/Grant/Incentive (describe by number or subject): Contract# C80629640 and between Limestone County Commission (Contractor/Grantee) and Alabama Medicaid Agency (State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:
 - a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

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- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

 X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
 (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

- 3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
- 4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 2nd day of April 2018.

Limestone County Commission
Name of Contractor/Grantee/Recipient

By: _____

Its Chairman _____

The above Certification was signed in my presence by the person whose name appears above, on this 2nd day of April 2018.

WITNESS: _____

Pam Ball
Print Name of Witness

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

MOTION was made by Stanley Hill and seconded by Jason Black to approve Canon Financial Services Inc. Lease Agreement for (1) Canon iR ADV c3530i for 36 months at \$177.03 per month and The Lioce Group Service Agreement billed at 0.0089 per b/w copy and 0.048 per color copy, for the Limestone County Engineering Department, pending county attorney review.

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

MOTION was made by Ben Harrison and seconded by Jason Black to approve the following budget revisions.

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Department	Account Number	Title of Line Item	Amount
Community Corrections	127-52930-231	R & M Building	+\$23,000.00
	127-35910-000	Budgetary Fund Balance	-\$23,000.00
Council on Aging	102-56200-231	R & M Building	+\$23,000.00
	102-35910-000	Budgetary Fund Balance	-\$23,000.00
Maintenance Dept.	001-51200-550	Motor Vehicle	+\$22,000.00
	001-44141-000	Simplified Sellers	-\$22,000.00
Severed Materials	119-53600-560	Construction Equipment	+\$25,000.00
	119-35910-000	Budgetary Fund Balance	-\$25,000.00

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

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

Proposal No.	Item	Awarded to	Amount
2647	Gasoline & Diesel (April 6, 2018 – July 5, 2018)	W. H. Thomas Oil	30¢ margin over rack

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

MOTION was made by Jason Black and seconded by Steve Turner to remove the following broken items from inventory:

Department	Item	Serial #
Sheriff's Office	Cisco 3560 48-Port Switch	4336
Sheriff's Office	Dell D830 Laptop	4522
Sheriff's Office	Cisco High Density Voice Module	4603
Sheriff's Office	42" LG Monitor	4607
Sheriff's Office	NetGear Backup Server	4623
Sheriff's Office	Dell M4400 Laptop	4652
Sheriff's Office	Fujitsu Tablet	4872
Sheriff's Office	Fujitsu Tablet	4893
Sheriff's Office	Dell OptiPlex 755	15001

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

Commissioner Hill: expressed his gratitude to the community, volunteer fire departments, churches, employees, and other volunteers that assisted with the tornado debris cleanup. He said that he would like to remind everyone that posting signs on utility poles is illegal and in some instances, presents a safety hazard.

Commissioner Turner: stated that Reid Contracting is working on Huntsville Brownsferry Road. He requested to have a paving project added to the agenda.

MOTION was made by Steve Turner and seconded by Stanley Hill to suspend the Rules of Order to add a paving project to the agenda.

The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Stanley Hill to resurface Newby Chapel Road, between Nick Davis and Alabama Highway 251, at an approximate cost of \$81,000 to \$86,000.

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

Commissioner Black: reported that his district is performing some routine maintenance on the Alabama Wildlife Management property. He stated his crew had picked up at least two dump truck loads of old tires.

Commissioner Harrison: stated that his district has been working on Holly Lane and laying pipe.

Recessed at 10:19 a.m. until 10:00 a.m. on Wednesday, April 11, 2018, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.