

Moved by Mr. Humphrey, seconded by Mr. Proud,

Recommendation that the Board of County Commissioners adopt Resolution Number 155-14 resolving to approve payment to vendors in the total amount of \$879,052.01 as set forth in the BCC Approval Invoice Report(s) For **Checks Dated November 5, 2014**, BCC Directed Pre-Paid Invoices Report(s), Vendor Invoice List Report(s), Items paid by Fund and Check Date Range report and/or Procurement Card Transaction Report presented by the County Auditor 11/03/2014, and further authorizing the County Auditor to issue warrants for same pursuant to Section 319.16 of the Ohio Revised Code.

Upon roll call on the foregoing motion, the vote was as follows:

David H. Uible,	<u>yes</u>
Robert L. Proud,	<u>yes</u>
Edwin H. Humphrey,	<u>aye</u>

Date Adopted: November 5, 2014

[Signature]
David H. Uible

[Signature]
Robert L. Proud

[Signature]
Edwin H. Humphrey

RESOLUTION NO. 156 -14

The Board of County Commissioners, Clermont County, Ohio, met in regular session on the 5th day of November, 2014, with the following members present:

David H. Uible, President

Robert L. Proud, Vice President

Edwin H. Humphrey, Member

Mr. Humphrey moved for the adoption of the following Resolution:

RESOLUTION AUTHORIZING THE EXECUTION OF MEMORANDA OF UNDERSTANDING BETWEEN THE CLERMONT COUNTY BOARD OF COMMISSIONERS AND FOUR CLERMONT COUNTY SPECIAL TAXING DISTRICTS KNOWN AS THE CLERMONT COUNTY GENERAL HEALTH DISTRICT, CLERMONT COUNTY SOIL AND WATER CONSERVATION DISTRICT, CLERMONT COUNTY MENTAL HEALTH AND RECOVERY BOARD, AND THE CLERMONT COUNTY PARK DISTRICT TO DESIGNATE THE CLERMONT COUNTY RECORDS COMMISSION AS THE RECORDS COMMISSION FOR THE AFOREMENTIONED SPECIAL TAXING DISTRICTS PURSUANT TO SECTION 149.412(B) OF THE OHIO REVISED CODE.

WHEREAS, Ohio Revised Code §149.412(B) allows a special taxing district, the territory of which is coextensive with the territorial limits of a county, upon mutual assent between the special taxing district and the board of county commissioners, to designate the County Records Commission as the records commission for the special taxing district; and

WHEREAS, the territory of the four Special Taxing Districts known as the Clermont County General Health District, Clermont County Soil and Water Conservation District, Clermont County Mental Health and Recovery Board and the Clermont County Park District (hereinafter "Special Taxing Districts") is coextensive with the territorial limits of Clermont County; and

WHEREAS, the Special Taxing Districts have requested permission to designate the

Clermont County Records Commission as the records commission for their district.

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Clermont County, Ohio (hereinafter "County") with at least two-thirds of its members thereto concurring as follows:

SECTION I

That the Board of Commissioners of Clermont County, Ohio does hereby authorize the execution of the four (4) Memoranda of Understanding between the County and the Special Taxing Districts which designate the Clermont County Records Commission as the records commission for the respective Special Taxing Districts and which authorizes the Clermont County Records Commission to exercise all the duties and responsibilities of the district's Records Commission.

SECTION II

That these Memoranda of Understanding shall remain in effect unless and until terminated by either party, as evidenced with thirty (30) days written notice being provided to the other party.

SECTION III

That the Board of County Commissioners hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Mr. Proud seconded the motion and on roll call, the vote resulted as follows:

Mr. Uible Yes

Mr. Proud Yea

Mr. Humphrey Aye

This Resolution was duly passed on the 5th day of November, 2014.

ATTEST:

Judith Kocica
Judith Kocica, Clerk
Board of County Commissioners

This Resolution was prepared and approved as to form by the Office of the Prosecuting Attorney of Clermont County, Ohio

By: Allan L. Edwards
Allan L. Edwards
Assistant Prosecuting Attorney

Date: 10-10-14

RESOLUTION NO. 157 -14

The Board of County Commissioners, Clermont County, Ohio, met in regular session on the 5th day of November, 2014, with the following members present:

David H. Uible, President

Robert L. Proud, Vice President

Edwin H. Humphrey, Member

Mr. Proud moved for the adoption of the following Resolution:

RESOLUTION AUTHORIZING EXECUTION OF A BUSINESS ASSOCIATE AGREEMENT WITH SOUTHERN HEALTH PARTNERS, INC.

WHEREAS, the Clermont County Sheriff's Department utilizes Southern Health Partners, Inc., ("SHP") as an independent contractor for the provision of inmate health services provided to inmates at the Clermont County Jail under an agreement between the Board of Clermont County Commissioners, Clermont County, Ohio and Southern Health Partners, Inc. previously ratified by the Board of County Commissioners, Clermont County, Ohio on July 26, 2005 and subsequently extended on November 8, 2006, January 14, 2009, January 31, 2011 and January 16, 2013;

WHEREAS, said provision of inmate health services includes the preparation, transmittal and storage of Protected Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act ("HIPAA") and privacy laws and regulations; and

WHEREAS, Business Associate Agreements are required to be executed between contracting entities when the underlying contracts will include preparation, transmittal and storage of PHI; and

WHEREAS, a Business Associate Agreement attached as Exhibit A has been prepared for execution by the Board of County Commissioners, Clermont County, Ohio and Southern Health Partners, Inc. which has as its purpose the assurance of compliance with the HIPAA regulations;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Clermont County, Ohio, hereby approves the execution of the Business Associate Agreement by and between Clermont County and Southern Health Partners, Inc.

That the Board of County Commissioners, Clermont County, Ohio hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including **Section 121.22** of the Ohio Revised Code.

Mr. Humphrey seconded the motion and on roll call, the vote resulted as follows:

Mr. Uible	<u>Yes</u>
Mr. Proud	<u>Yea</u>
Mr. Humphrey	<u>Aye</u>

This Resolution was duly passed on the 5th day of November, 2014.

ATTEST:

Judith A. Kocica
Judith A. Kocica, Clerk of the
Board of County Commissioners

This Resolution was prepared and approved as to form by the Office of the Prosecuting Attorney of Clermont County, Ohio

By: D. Miller
Darren Miller
Assistant Prosecuting Attorney

Date: 10-1-14

EXHIBIT "A"

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on October 17, 2014 by and between the **Board of County Commissioners, Clermont County, Ohio ("Client")**, which maintains an adult county jail facility ("facility") and **Southern Health Partners, Inc. ("Business Associate")**, which is a provider of medical services for the individuals incarcerated in the facility.

WITNESSETH

WHEREAS, the Client and Business Associate desire to enter into a HIPAA Business Associate Agreement (hereinafter the "Agreement") as follows:

Scope of Agreement

A. In conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy and Security Rules"), the Client will provide Business Associate with access to, or have Business Associate create, maintain, transmit and/or receive certain Protected Health Information ("PHI" as defined below), thus necessitating a written agreement that meets the applicable requirements of the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and the American Recovery and Reinvestment Act of 2009 ("ARRA" as defined below).

B. The Client and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR" as defined below), as the same may be amended from time to time and other applicable state and federal laws, rules and regulations regarding privacy and security of personal information.

C. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that further amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, ARRA, and other applicable state and federal laws relating to the security or confidentiality of PHI.

D. In the event of any conflict between this Agreement and any other provisions as to the subject matter referenced herein, this Agreement shall control.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions.** The following terms shall have the meaning set forth below:

- (a) ARRA. "ARRA" means the American Recovery and Reinvestment Act of 2009.
- (b) "ASO Agreement" means the agreement between Client and Business Associate to provide medical services for the individuals incarcerated in the facility.
- (b) Business Associate. "Business Associate" means a person or entity, other than a member of the workforce of a Plan, who performs functions or activities on behalf of, or provides certain services to, a Client that involve access by the business associate to protected health information.
- (c) C. F. R. "C.F. R." means the Code of Federal Regulations.
- (d) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C. F. R. 164.501.
- (e) Discovery. "Discovery" shall mean the first day on which a Security Breach is known to Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Business Associate), or should reasonably have been known to Business Associate, to have occurred.
- (f) Electronic Health Record. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.
- (g) Electronic Protected Health Information. "Electronic Protected Health Information" means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of "Protected Health Information", as defined in 45 C. F. R. 160.103.
- (h) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR. 164.501 and shall include a person who qualifies as personal representative in accordance with 45 CFR. 164.502 (g).
- (i) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "Protected Health Information", as defined by 45 C. F. R. 160.103, limited to the information created or received by Business Associate from or on behalf of Plan.
- (j) Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 C. F. R. 164.501.
- (k) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (l) Security Breach. "Security Breach" means the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security or

privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Security Breach does not include:

(i) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Business Associate if:

- (a) such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with Business Associate; and
- (b) such information is not further acquired, accessed, used or disclosed by any person; or

(ii) any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by Business Associate to another similarly situated individual at the same facility; and

(iii) any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.

(m) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C. F. R. 164.304.

(n) Standard Transactions. "Standard Transactions" means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C. F. R., Parts 160-162.

(o) Subcontractor. "Subcontractor" means a person to whom business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

(p) Terms. All other terms used, but not defined, shall have the same meaning as those terms are given in 45 C.F.R. 160-164.

(q) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the meaning as the term "unsecured protected health information" in 45 C.F.R. 164.402.

2. Obligation of Business Associate.

(a) **Permitted Uses and Disclosures.** Business Associate may create, use and/or disclose the Client's PHI to provide services under the ASO Agreement and only in accordance with the specifications set forth in this Agreement, or as Required by Law provided that such use or disclosure would not violate Privacy and Security Rules.

(b) **Specific Use and Disclosure Provisions**

(1) Except as otherwise prohibited by this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(2) Except as otherwise prohibited by this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances, from the person or entity 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 or entity, and the person or entity notifies the Business Associate of any instances of which it is aware the confidentiality of the information has been breached in accordance with the Security Breach and Security Incident notifications requirements of this Agreement.

(3) Business Associate will afford access to Protected Health Information or other personal information received by it to the Client, as permitted under this Agreement and by law. Business Associate will afford access to this information to other persons only as reasonably directed in writing by the Client, with due regard for confidentiality, and Business Associate shall have no further obligation with respect to that information. Except as provided in this Agreement, Business Associate will disclose Protected Health Information to a third party only if authorized by an ancillary agreement respecting confidentiality.

(4) Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without the Client's prior written approval and notice from the Client that it has obtained from the Individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Business Associate. The foregoing shall not apply to payments to Business Associate for services delivered by Business Associate.

(5) Except as otherwise prohibited by this Agreement, Business Associate may use Protected Health Information to provide data aggregation services as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

(6) Business Associate may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).

(7) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Plan except for the specific uses and disclosures set out above in this Section 2.(b).

(8) Business Associate shall not use or disclose health information in a manner that would violate 42 C.F.R. 164.522(a)(vi)(B).

- (c) **Nondisclosure.** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. Business Associate shall also comply with any further limitations on uses and disclosures agreed to by the Client in accordance with 45 C.F.R. 164.522 provided that such agreed upon limitations have been communicated to Business Associate in accordance with Section 3(d) of this Agreement.
- (d) **Safeguards.** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as specifically provided for by the Arrangement or this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security; and (ii) a program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of his/her/its activities; and (iii) periodic and mandatory privacy and security training and awareness to its employees; and (iv) appropriate confidentiality agreements with all Subcontractors to which Business Associate has delegated or sub-delegated his/her/its rights, duties, activities and/or obligations under the Arrangement or this Agreement and which receive, maintain or create Protected Health information in the course of providing services to Business Associate, which contain terms and conditions that are the same or similar to those contained in this Agreement.
- (e) **Reporting of Disclosures and Mitigation.** Business Associate shall provide notice to Client of any use or disclosure of PHI other than as specifically provided for by the ASO Agreement or this Agreement. Such notice shall be provided in the manner set out in this Agreement. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (f) **Contractors.** It is understood and agreed that Business Associate shall maintain written business associate agreements with Subcontractors who create, receive or maintain Protected Health Information of Client, as necessary to perform the services required under the ASO Agreement, in a form consistent with, the terms and conditions, restrictions and requirements established in this Agreement. The business associate agreements shall require such Subcontractors to enter into additional downstream business associate agreements in order for Business Associate to comply with this Agreement and Business Associate's independent HIPAA obligations as set out in 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2). Business Associate shall ensure that any agents, including Subcontractors, to whom it provides Client's PHI received from, created by, or received by Business Associate on behalf of the Client agrees to the same restrictions and conditions that apply to Business Associate with respect to such PHI.
- (g) **Availability of Information.** Business Associate agrees to provide access, at the request of the Client, and in the time and manner designated by the Client, to Protected Health Information in a Designated Record Set, to the Client or, as directed by the Client, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. The Client's determination of what constitutes "Protected Health Information" or a "Designated

Record Set” shall be final and conclusive. If Business Associate provides copies or summaries of Protected Health Information to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. 164.524 (c)(4).

- (h) **Amendment of PHI.** Business Associate shall make PHI available to the Client as reasonably required to fulfill Business Associate's obligations to amend such PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Business Associate shall, as directed by the Client, incorporate any amendments to PHI into copies of such PHI maintained by Business Associate.
- (i) **Internal Practices.** Business Associate agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of the Client, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available at the request of the Client to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining the Client's compliance with the Privacy and Security Rules.
- (j) **Notification of Breach.** Beginning on the Effective Date of this Agreement, Business Associate agrees to report to the Client any potential Security Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than **ten (10) calendar days** after Discovery of a Security Breach. Such notice shall include: (i) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate, to have been, accessed, acquired, or disclosed; and (ii) a brief description of the event; and (iii) the date of the potential Security Breach; and (iv) the date of discovery; and (v) the type of Protected Health Information involved; and (vi) any preliminary steps taken to mitigate the damage; and (vii) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by the Client for purposes of investigating the Security Breach. Business Associate's notification of a Security Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Breach notifications must be reported to the Client by one of the following methods:

By Mail: Steve Rabolt, County Administrator
Clermont County
101 E. Main Street
Batavia, Ohio 45103

By Phone: (513) 732-7306

By Email: srabolt@clermontcountyohio.gov

Business Associate agrees to document such disclosures of Protected Health Information as would be required for the Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

- (k) Business Associate agrees to provide to the Client, in the time and manner designated by the Client, the information collected in accordance with this Agreement, to permit the Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (l) Business Associate acknowledges that it shall request from the Client and so disclose to its affiliates, agents and Subcontractors or other third parties, (i) the information contained in a "limited data set," as such term is defined at 45 C.F.R. 164.514(e)(2), or, (ii) if more than a limited data set is needed by Business Associate, limit such requests or disclosures to the minimum necessary to accomplish the intended purpose of such requests or disclosures. In all cases, Business Associate shall request and disclose Protected Health Information only in a manner that is consistent with guidance issued by the Secretary from time to time
- (m) With respect to Electronic Protected Health Information, Business Associate shall implement and comply with (and require its Subcontractors implement and comply with) the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 164.310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Client. Business Associate acknowledges that on the Effective Date of this Agreement, (i) the foregoing safeguard, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to the Client.
- (n) With respect to Electronic Protected Health Information, Business Associate shall ensure that any agent, including a Subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
- (o) Business Associate shall report to the Client any Security Incident of which it becomes aware. For purposes of reporting to the Client, any attempted unsuccessful Security Incident means any attempted unauthorized access that prompts Business Associate to investigate the attempt or review or change its current security measures.
- (p) If Business Associate conducts any Standard Transactions on behalf of the Client, Business Associate shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.

3. **Obligations of the Client.**

- (a) Client will use appropriate safeguards to maintain the confidentiality, privacy and security of PHI in transmitting same to Business Associate pursuant to the ASO Agreement and this Agreement.
- (b) Client shall notify Business Associate of any limitation(s) in Client's notice of privacy practices that Client produces in accordance with 45 C.F.R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Client shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Business Associate's use or disclosure of Protected Health Information.
- (d) Client shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Client has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4. Audits, Inspection and Enforcement. From time to time upon reasonable advance notice, or upon a reasonable determination by the Client that Business Associate has potentially or actually breached this Agreement, the Client, at its own expense, may inspect the facilities, systems, books, procedures and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of any term of this Agreement and shall certify the same to the Client in writing.

5. Waiver. Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either party in the event of a default or breach of this Agreement by the other party, shall not at any time be deemed a waiver of a party's right to elect such remedy(ies) at any subsequent time if a condition of default continues or recurs.

6. Termination.

- (a) Term. The provisions of this Agreement shall take effect on the Agreement's Effective Date and shall terminate when all of the Protected Health Information provided by the Client to Business Associate, or created, maintained, transmitted or received by Business Associate on behalf of the Client, is destroyed or returned to the Client, or, in accordance with Section 6(c)(2).
- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Agreement and upon, either party's knowledge of a material breach of this Agreement by the other party, the nonbreaching party on written notice to the breaching party shall provide an opportunity for the breaching party, to cure the breach or end the violation. If the breaching party does not cure the breach or end the violation within the reasonable time specified by the non-breaching party, the non-breaching party may immediately

terminate this Agreement, if, in the non-breaching party's reasonable judgment cure is not possible.

(c) Effect of Termination.

(1) Except as provided in Section 6(c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Client, or created, maintained, transmitted or received by Business Associate on behalf of the Client. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event the Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the Client notification of the conditions that make return or destruction infeasible. The parties hereby mutually agree that return or destruction of Protected Health Information is infeasible, per Section 6(a) above, and Business Associate agrees to continue to extend the protection of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

(d) Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from the Client, or created, maintained, or received by Business Associate on behalf of the Client, shall:

1. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR 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 Protected Health Information;
2. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in Section 2(b) under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
3. Return to the Client or destroy the Protected Health Information 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.

(e) Judicial or Administrative Proceedings. Either party may terminate the Arrangement, effective immediately, if: (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

7. **Disclaimer.** Business Associate makes no warranty or representation that compliance by the Client with this Agreement, HIPAA or ARRA will be adequate or satisfactory for the Client's own purposes or that any information in the Client's possession or control, or transmitted or received by the Client, is or will be secure from unauthorized use or disclosure. The Client is solely responsible for all decisions made by the Client regarding the safeguarding of PHI.

8. **No Third Party Beneficiaries.** The parties have not created and do not intend to create by this Agreement any third party rights under this Agreement, including but not limited to members. There are no third party beneficiaries to this Agreement.

9. **Receipt of PHI.** Business Associate's receipt of the PHI of the individuals incarcerated at facilities pursuant to the transactions contemplated by the Arrangement shall be deemed to begin on the execution date below, and Business Associate's obligations under this Agreement shall commence with respect to such PHI upon such receipt.

10. **Interpretation.** The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended.

12. **Amendment.** Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the party's shall negotiate in good faith to amend this Business Associate agreement to bring it into compliance such new law, regulation or decision of the court. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

13. **Survival.** The respective rights and obligations of Business Associate under Sections 6 and 7 of this Agreement shall survive the termination of this Agreement.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the 17 of October, 2014

Business Associate
Southern Health Partners, Inc.

Client
Board of County Commissioners, Clermont County, OH

By: Janet Stephens

By: David H. Uible

Print Name: Janet Stephens

Print Name: DAVID H. UIBLE

Title: V.P. Quality Assurance

Title: PRESIDENT

Date: 10/17/2014

Date: 11-5-14

Address for Notice
Southern Health Partners
2030 Hamilton Place Blvd., Ste. 140
Chattanooga, TN 37421
Attn: Operations

Address for Notice
Board of County Commissioners, Clermont County, OH
101 E. Main Street
Batavia, OH 45103

APPROVED AS TO FORM:
D. VINCENT FARIS, PROSECUTOR
CLERMONT COUNTY, OHIO

BY: D. Vincent Faris
Assistant Prosecutor

DATE: 10-17-14

RESOLUTION NO. 158-14

The Board of County Commissioners, Clermont County, Ohio, met in regular session on the 5th day of November, 2014, with the following members present:

David H. Uible, President

Robert L. Proud, Vice President

Edwin H. Humphrey, Member

Mr. Proud moved for the adoption of the following

Resolution:

RESOLUTION PURSUANT TO OHIO REVISED CODE SECTIONS 6131.02 AND 6131.12, GRANTING THE PETITION OF ROBERT AND DONNA WETICK AND DIANE WELCH AS MODIFIED BY THE SUPPLEMENTAL REPORT OF THE COUNTY ENGINEER PRESENTED ON NOVEMBER 5, 2014 TO INCLUDE ONLY THE AREA DESIGNATED AS SUB AREA 1-A, CONSISTING OF 64 LOTS.

WHEREAS, Petition Number 13-1203-001 was filed pursuant to Ohio Revised Code Section 6131.04 requesting that the Clermont County Commissioners undertake the maintenance, improvement and repair of those portions of the Orchard Valley Subdivision storm sewer drainage system that are outside of the public rights-of-way, including the immediate repair of the collapsed storm sewer pipe traversing the Petitioners' property line and the remainder of that portion of the storm sewer system (manhole to manhole) in a southwest direction toward Dry Run Creek; and

WHEREAS, on July 30, 2014, the Board of County Commissioners and the authorized representative of the County Engineer conducted a view of the premises as required by Ohio Revised Code Section 6131.10; and

WHEREAS, at the first public hearing held pursuant to Ohio Revised Code Sections

6131.10 on October 1, 2014, and continued in progress to November 5, 2014, the Board of County Commissioners heard the preliminary report of the County Engineer as provided in Section 6131.09 of the Ohio Revised Code; and also heard evidence offered by owners for and against the granting of the proposed improvement; and

WHEREAS, the Board of County Commissioners, having viewed the premises, received the evidence and the preliminary report of the County Engineer and received the Supplemental Report of the County Engineer presented on November 5, 2014, is prepared to make its decision on the Petition.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners:

1. The Board finds:

(A) That the proposed undertaking of maintenance, improvement and repair is necessary for disposal or removal of surplus water in the area designated as Sub Area 1-A pursuant to the County Engineer's November 5, 2014 Supplemental Report.

(B) That the proposed undertaking of maintenance, improvement and repair will be conducive to the public welfare in said Sub Area 1-A.

(C) That the Board is reasonably certain that the cost of the proposed undertaking of maintenance, improvement and repair will be less than the benefits conferred by such undertaking in said Sub Area 1-A.

2. As so modified, pursuant to Ohio Revised Code Sections 6131.02 and 6131.12, the Petition is hereby granted.

3. Any owner who is affected by this order may appeal to the Clermont County Court of Common Pleas. If no appeal is filed within twenty-one days, the Petitioners shall pay all the costs incurred in the proceedings and the bond shall be released.

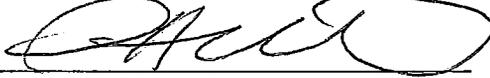
4. The County Engineer shall file the reports, plans, and schedules required by Ohio

Revised Code Section 6131.12 and 6131.14, and the schedule of assessments and damages required by Ohio Revised Code Section 6131.15 with the clerk of the board of county commissioners by November 19, 2014, at which time the board of county commissioners shall fix a date not fewer than twenty-five nor more than ninety days thereafter when a final hearing on the report shall be held.

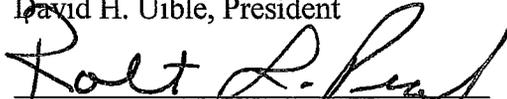
Mr. Uible seconded the motion and on roll call, the vote resulted as follows:

Mr. Uible	<u>Yes</u>
Mr. Proud	<u>Yea</u>
Mr. Humphrey	<u>No</u>

This resolution was duly passed on the 5th day of November, 2014.



David H. Uible, President



Robert L. Proud, Vice-President

Edwin H. Humphrey, Member

ATTEST:



Judith Kocica, Clerk
Board of County Commissioners

This resolution was prepared and approved as to form by the Office of the Clermont County Prosecuting Attorney.

BY: Marshall McCachran Date: 11/5/2014
Marshall McCachran
Assistant Prosecuting Attorney