

FEBRUARY 17, 2022

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

The President entertained a motion for approval of the February 10, 2022 minutes. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2022 Canine Shelter Weekly Report

Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total in Foster
2/13	9	2	1	0	0	0	0	0	3	25	0	0	0	4

GREEN SEWER 1 – USDA ANNUAL REPORT

County Administrator Melissa Clark presented the Commission with the 2021 USDA Annual Report for the Green Sewer 1 System for approval and signing. Ms. Clark noted the annual report reflects the actual revenues and expenditures for the Green Sewer 1 System for FY 2021 and estimated for FY 2022, as well as providing documentation of users, CORSA liability and property insurance, sewer rates, Class I operator, bank pledge of collateral letters and list of delinquent accounts. Ms. Clark noted the current amount of delinquencies for the Green 1 Sewer system is \$61,493.33. Mr. Montgomery entertained a motion to approve and sign the annual report as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

MEMO ENTRY - 2022 USDA ANNUAL PAYMENT KANAUGA ADDISON SEWER

County Administrator Melissa Clark advised the Commission on 3/1/2022 USDA Rural Development will perform a preauthorized debit in the amount of \$84,371.87 for the Kanauga Addison Sewer Bond Payment for FY 2022. Therefore, the Commission needs to request the Auditor's Office to make the following memo entries in order to reflect the expenditure of this bond payment within the Kanauga Addison Sewer Bond Retirement Fund as follows:

- Memo expense in the amount of \$31,500.00 from 108.2108.540100 to USDA Rural Development for the principal portion of the bond payment
- Memo expense in the amount of \$52,871.87 from 108.2108.540200 to USDA Rural Development for the interest portion of the bond payment

MEMO ENTRY - 2022 USDA ANNUAL PAYMENT BIDWELL PORTER SEWER

County Administrator Melissa Clark advised the Commission on 3/1/2022 USDA Rural Development will perform a preauthorized debit in the amount of \$105,704.00 for the Bidwell Porter Sewer Bond Payment for FY 2022. Therefore, the Commission needs to request the Auditor's Office to make the following memo entries in order to reflect the expenditure of this bond payment within the Bidwell Porter Sewer Bond Retirement Fund as follows:

- Memo expense in the amount of \$45,800.00 from 114.0114.540100 to USDA Rural Development for the principal portion of the bond payment
- Memo expense in the amount of \$59,904.00 from 114.0114.540200 to USDA Rural Development for the interest portion of the bond payment

AMEND JOURNAL ENTRY

Anette L. Brown, Clerk requested the Commission amend the journal dated January 6, 2022 in Journal Volume 54, Page 440 regarding the 2022 Board Designations and Appointments. Noting the Gallia County Board of Commissioners appoints two people to the Transportation Improvement District (TID) not a Commissioners.

2022 BOARD DESIGNATIONS & APPOINTMENTS

The following boards will be represented by the Commission as designated below: Q. Jay Stapleton made and M. Eugene Greene seconded the following designations: Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Board	2022 Member
TID	Harold G. Montgomery

The President entertained a motion to amend the Commissioners Journal dated January 6, 2022. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

DJFS – FACILITY ARCHITECT

GCDJFS Business Administrator Kathy Campbell recommends RVC Architect, Athens, Ohio after conducting the Request for Qualifications (RFQ) for the OMJ/Jackson Pike Facility. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion to approve upon the recommendation of Ms. Campbell. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

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EXECUTIVE SESSION - DJFS - PURCHASE PROPERTY

At 9:47 a.m. the president entertained a motion to enter into executive session with DJFS Director Dana Glassburn and Business Administrator Kathy Campbell to discuss purchase of property. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 9:54 a.m.; no action taken.

**FULL RELEASE OF REAL ESTATE MORTGAGE
GALLIA COUNTY CHIP PROGRAM (B-C-07-025-1)**

Grants Administrator Karen Sprague advised the Commission that the following deferred mortgage from a previous round of Community Housing Improvement Program (CHIP) grant has been paid in full and a full release is now warranted. The Prosecuting Attorney prepared the Full Release of Real Estate Mortgage forms. Harold Montgomery entertained a motion that the Full Release of Real Estate Mortgage for the following persons be approved and signed as presented:

- Christopher & Kayla Bartkowiak

Q. Jay Stapleton made and Harold G. Montgomery seconded the motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Release of real estate mortgage forms will be signed by Harold Montgomery, as President of the Commission, and is on file in the County's CHIP files.

RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That County of Gallia, Office of Gallia County Commissioners, for a good and valuable consideration, the receipt of which is acknowledged, does hereby remise, release and discharge a real estate mortgage executed by **CHRISTOPHER A. & KAYLA M. BARTKOWIAK, husband and wife** to the above-named County of Gallia, Office of Gallia County Commissioners, dated August 24, 2009 and recorded in Volume 489, Page 559 of the Mortgage Records of Gallia County, Ohio.

IN WITNESS WHEREOF, the above-named County of Gallia, Office of Gallia County Commissioners, has hereunto subscribed its name and seal this 17th day of February, 2022.

WITNESSES:

COUNTY OF GALLIA, OFFICE

GALLIA COUNTY COMMISSIONERS*s/ Karen Sprague, Grant Administrator**s/ Harold G. Montgomery, President**s/ Anette L. Brown, Clerk***STATE OF OHIO, GALLIA COUNTY, SS:**

Before me, a Notary Public in and for said County and State, personally appeared Harold G. Montgomery, President of County of Gallia, Office of Gallia County Commissioners, to me personally known, who acknowledged that he did execute the foregoing instrument as such officer and that the same is his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Gallipolis, Ohio, the day and year last above written

*s/ Kimberly Elliott, Assistant Clerk***NOTARY PUBLIC**

This instrument Prepared by: Jason Holdren, Gallia County Prosecuting Attorney
18 Locust Street, Gallipolis, Ohio 45631.

2022 OVRDC 1st CAUCUS MEETING

The Commissioners and County Administrator Melissa Clark, Grant Administrator Karen Sprague, DJFS Director Dana Glassburn and DJFS Business Administrator Kathy Campbell attended the 1st Round Caucus FY 2022 at 10:00 am with OVRDC in the 2nd floor meeting room of the Gallia County Courthouse. Resumed regular meeting at 10:36 am.

TRANSPORTATION IMPROVEMENT DISTRICT (TID)

The President entertained a motion to appoint County Administrator Melissa Clark and Grant Administrator Karen Sprague as the Gallia County Commissioners two appointees to TID for a two-year term. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

The following TID Recommended Members (2-year term):

Gallia County Administrator Melissa Clark
Grant Administrator Karen Sprague
Gallia County Engineer Brett Boothe
Gallia County Township Association Vice President Mike Harrison
Gallipolis City Manager Dow Saunders

EXECUTIVE SESSION - LEGAL

At 11:31 a.m. the President entertained a motion to enter into executive session with Auditor Robert J. Jacks and Assistant Prosecutor Jeremy Fisher to discuss a legal matter. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. At 12:05 Mr. Jacks and Mr. Fisher exited the session. Returned to regular session at 12:21 p.m.; no action taken.

ARPA REPORTING

M. Eugene Greene made a motion to move the ARPA reporting to the Commissioner's office for their oversight and reporting, and to have all documents and passwords from the Auditor's office ARPA coordinator also moved to the Commissioner's office and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, nay.

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JFS FRAUD/SHERIFF – NEW FUND

The Gallia County Sheriff's Office presented the Commission with the Ohio Department of Job and Family Services Fraud Contract. The President entertained a motion to approve and accept the agreements, and to request the County Auditor's Office to create a new department for this grant titled "Sheriff's IV-E", give that department number 0130, and to appropriate \$12,711.65 into line items as follows:

Expense line items needed are as follows:

Appropriate	\$8,000.00	into	130.0130.510200	title	Salaries
Appropriate	\$1,448.00	into	130.0130.536400	title	PERS
Appropriate	\$115.20	into	130.0130.536500	title	Worker's Compensation
Appropriate	\$116.00	into	130.0130.536600	title	Medicare
Appropriate	\$3,032.45	into	130.0130.531100	title	Other Expense

Also, create one revenue lines for grant fund pay-ins as follows:

Create	130.4000.400100	\$12,711.65	title	Fees
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Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

SHERIFF – HOUSING PRISONER MIDDLEPORT JAIL

Sheriff Administrator Heather Casto submitted a contract for boarding prisoners with the Middleport Jail for approval, signed by Sheriff Matthew D. Champlin. The President entertained a motion to approve and sign the contract as presented. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**CONTRACT FOR HOUSING PRISONERS
MIDDLEPORT JAIL**

WHEREAS, this contract is made this 1st day of February 2022 by and between the Village of Middleport, Ohio and the Gallia County Commissioners and Gallia County Sheriff hereafter referred to as "Contractor".

WHEREAS, the Contractor wants to confine prisoners in the Middleport Jail and such prisoners have been charged with misdemeanors and felonies awaiting trial.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Village of Middleport and the Contractor for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants made herein each of the parties agrees as follows:

1. The Middleport Police Department shall receive, keep, board and safely maintain in the Middleport Jail on behalf of the Contractor the following persons:
 - a. All persons arrested by the Contractor for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of the Middleport Jail for purpose of compensation under this contract.
 - b. All persons arrested for violation of Ohio Revised Code from arrest through termination of any jail sentence imposed for that violation except as provided in paragraph 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as the Contractor's prisoners in this contract.
2. The Contractor shall pay to Middleport Village the sum of Sixty-Six dollars (\$66.00) per day for each person incarcerated in the Middleport Jail under paragraphs 1. For the purpose of determining the compensation to be paid for each part of any calendar day: a person incarcerated up to eight (8) hours shall be paid for at the rate of one-half of the one day's fee; each part of a calendar day over eight (8) hours shall be paid at the rate for a full day.
3. The Contractor's prisoners confined in the Middleport Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein. Every prisoner admitted into the Middleport Jail is charged a twenty-two dollar (\$22.00) booking fee when booked into the jail. This \$22.00 booking fee is due and payable by the prisoner personally to Middleport Village.
4. The Middleport Jail may reject or refuse to receive any prisoners who may be afflicted with a prior medical problem with any contagious, infectious or venereal disease, mental illness, or injury that has not been treated prior to entry into the Middleport Jail, or having received any prisoner so affected without knowledge thereof, upon discovery of such condition in any prisoner thereafter.
 - a. The Middleport Jail may refuse to keep such prisoners thereafter following notice to the Contractor. Following receipt of such notice the Contractor agrees to receive back such affected prisoner.
 - b. The Jail Administrator may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reasons that the Jail Administrator deems pertinent at the time.
 - c. The Middleport Jail will reject any inmates who have been determined to be suicidal. Once an inmate has been determined to be suicidal, the Contractor must remove the inmate from the Middleport Jail or Contractor may provide personnel to monitor the prisoner while incarcerated in Middleport Jail.
5. The Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a Contractor prisoner including doctor's fees, hospital charges, and prescription costs.
6. The Contractor shall transport and provide security anytime a Contractor prisoner must leave the Middleport Jail for any reason, unless a court orders that no transportation or security is needed.
7. The Contractor shall bear the expense of the burial of a Contractor prisoner who dies in the Middleport Jail, if the body is not claimed for interment at the expense of friends or relatives.
8. No person under eighteen years of age shall be received by Middleport Jail.
9. The Middleport Jail shall provide an itemized statement of the amount due each month for housing the Contractor's prisoners. Payment shall be made by the Contractor to the Middleport Police Department, 659 Pearl Street, Middleport

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Ohio 45760 within thirty days of the date of the statement. The Middleport Jail may refuse to accept Contractor prisoners if timely payment is not made.

10. The Contractor agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Middleport Jail.
11. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.
12. Anytime the Contractor arrests an individual for domestic violence, violations of a temporary protection order or a civil protection order or menacing threats by stalking, and victim does not have a phone number; the Contractor will be responsible for attempting to make notification to the victim the offender's being released from the Middleport Jail.
13. This agreement shall be effective as of February 1, 2022 and terminate January 31, 2023.
14. All former contracts and /or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

Any alteration of this contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers, none hereto caused their names be transcribed on the day first written above.

Contractor

s/ Harold G. Montgomery, President
s/ M. Eugene Greene, Vice President
R. Jay Stapleton, Commissioner

Village of Middleport/ Police Department

s/ Fred Hoffman, Mayor
s/ Dawn Erwin, Jail Administrator 2
s/ Susan Baker, Fiscal Officer

Contractor

s/ Matthew D. Champlin, Gallia County Sheriff

APPROVED AS TO FORM:

s/ Randy Dupree, Gallia County Assistant Prosecuting Attorney

JAIL – AGREEMENT

Lieutenant Chris Gruber jail administrator and office administrator Heather Casto presented the following agreement for approval:

AGREEMENT

between

PREMIER HEALTH CARE SERVICES, LLC

265 Brookview Centre
 Way, Suite 400
 Knoxville, TN 37919

and

GALLIA COUNTY JAIL

18 Locust Street
 Gallipolis, OH 45631

This Agreement is entered into between Premier Health Care Services, LLC, an Ohio limited liability company (hereinafter known as "PHCS") and the Gallia County Jail in the State of Ohio (hereinafter known as "JAIL").

RECITALS

A. JAIL operates the Gallia County Jail, which requires healthcare services delivered at 18 Locust Street, Gallipolis, Ohio 45631.

B. PHCS is an Ohio limited liability company, which is licensed to do business in the State of Ohio, and which is constituted to, among other things, provide correctional health care services through physicians, physician extenders, nurses and paraprofessionals qualified to practice medicine in the State of Ohio.

C. JAIL intends to contract with PHCS to provide the professional and medico-administrative components involved in the provision of health care services to its correctional facility. It is the responsibility of JAIL to ensure that services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. Accordingly, JAIL shall only exercise that degree of control over PHCS as is mutually understood and agreed upon and specifically included in this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements, both parties agree as follows:

ARTICLE 1. SERVICES AND STAFFING

1.1 Clinical Services and Staffing. In order to provide quality health care services, JAIL hereby engages PHCS to provide the following:

- 1.1.1 Physician oversight and on-call services of a physician twenty-four (24) hours per day, seven (7) days per week. Physician or advanced practice clinician visits on a biweekly basis.
- 1.1.2 Nursing services twelve (12) hours per week, with the exclusion of eight (8) holidays, and on-call services twenty-four (24) hours per day, seven (7) days per week.
- 1.2 **Administrative Services.** In order to fulfill its commitment to quality, comprehensive services, PHCS shall provide the following medico-administrative services:
 - 1.2.1 Develop Health Care Policies and Procedures in accordance with the Minimum Standards for Jails in Ohio;
 - 1.2.2 Provide direct oversight of nursing staff for orientation, clinical skill assessment, quality improvement, health record audits, adherence to local and state laws and regulations, compliance with continuing education requirements and feedback to the jail administrator on nursing performance as it relates to the delivery of health care;
 - 1.2.3 Serve as liaison, when applicable, between correctional facility and local hospital(s), specialty clinics, health departments, EMS system, accreditation agencies, State jail inspector, Ohio State Board of Pharmacy, mental health agencies, and private community health care providers;
 - 1.2.4 Provide continuous quality improvement monitoring of all health care operations;
 - 1.2.5 Facilitate regularly scheduled administrative meetings between the jail administrator, PHCS Director of Correctional Health Care, jail physician and the county nursing staff;
 - 1.2.6 Assist the jail administrator in negotiating and securing discount rates for radiological, laboratory and other

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required ancillary services upon request;

1.2.7 Coordinate the ordering, delivery, inventory, administration and purchasing of pharmaceuticals and medical supplies with the following exclusions:

- > IITV/AIDS medication
- > Cancer medication
- > Dialysis medications/supplies
- > Hepatitis C medication
- > Gender change hormone therapy
- > Experimental/Investigatory medications
- > Medications following release of patient from incarceration;

1.2.8 Assist with the coordination of inmate mental health services; and

1.2.9 Provide health related training programs (e.g. medication administration, suicide prevention, preliminary health screening, and blood borne pathogens) for the correctional staff at a frequency and at times that are mutually agreeable to PHCS and the jail administrator.

1.3 **Value-Added Services.** PHCS will work to enhance existing services or add services as requested in the future, as agreed by both parties, such as an inmate co-pay program, commissary over-the-counter medication program, and a biohazardous medical waste removal program.

1.4 **Exclusive Provider.** PHCS will be the exclusive provider of on-site health care services within the Gallia County Jail during the term of this Agreement. JAIL agrees for itself, its subsidiaries, affiliates, and successors that during the term of this Agreement that it will neither establish any interest in or any affiliation with a similar or like facility or provider which would be in direct or indirect competition with services provided by PHCS under the terms of this Agreement.

1.5 **Regulatory Compliance.** It is mutually understood and agreed that all applicable and known provisions of law and other rules and regulations of any and all governmental authorities having jurisdiction over the operation of the jail shall be fully complied with by all parties hereto.

1.6 **Non-Discrimination in Treatment, Evaluation, and Disposition.** PHCS shall perform all health care services required in the treatment, evaluation, and disposition of any inmate in the jail without regard to race, religion, handicap, age, or his/her ability to pay.

1.7 **Physician.** A physician shall be named by PHCS as the responsible physician (hereinafter known as the "PHYSICIAN"). The PHYSICIAN shall be responsible for the provision of all services herein described. If the person serving as the PHYSICIAN shall, for any reason, cease or be unable to perform the duties of PHYSICIAN, PHCS shall, within seven (7) days of such cessation or inability to perform the duties, designate a successor or interim PHYSICIAN. The PHYSICIAN must be satisfactory to the JAIL and the JAIL ADMINISTRATOR or another physician satisfactory to the JAIL and JAIL ADMINISTRATOR shall replace him.

1.8 **Provider Staff Changes.** In the event that service to the required professional and ethical standards is not being provided by any of the provider employees of PHCS, JAIL may request the reassignment of such provider. Such requests shall be in writing to the PHCS Director of Correctional Health Care. Causes for immediate reassignment shall include, but are not limited to:

- 1.8.1 Loss of license to practice medicine;
- 1.8.2 Criminal misconduct;
- 1.8.3 Material violation of the terms of this Agreement subject to reasonable disputes raised in good faith;
- 1.8.4 Repeated conduct inconsistent with accepted professional behavior; or
- 1.8.5 Major violations of JAIL rules, regulations, policies or procedures.

ARTICLE 2. EMPLOYMENT STATUS

2.1 Professional Employees.

2.1.1 **Definition of "Employee."** For the purposes of this Agreement, the term "Employee" shall be interpreted to mean all providers practicing within the jail under an arrangement with PHCS, regardless of whether this arrangement is as a member of the corporation, as an employee of via a contract or subcontract or otherwise, with PHCS.

2.1.2 **Qualifications.** For providing health care services under the terms of this Agreement, PHCS shall only employ or contract with providers who are qualified and licensed to practice medicine in the State of Ohio.

2.2 **Independent Contractors.** No individual provision herein, nor the provisions of the Agreement as a whole, is to be interpreted in such a manner as to create an employer-employee relationship between JAIL and PHCS or between JAIL and the subcontractors of PHCS. Consequently, neither PHCS nor any of its employees shall be eligible to participate in any benefit program provided by JAIL. In the performance of the work duties and obligations specified in this Agreement, it is mutually understood and agreed that PHCS and its subcontractors are at all times acting and performing as independent contractors. It is further understood that subcontractors of PHCS are practicing their profession of medicine as subcontractors of PHCS and not of JAIL.

2.3 **Employees' Continuing Medical Education.** Professional seminars and development for the full-time employees of PHCS shall be the responsibilities of PHCS. The costs of attendance at such meetings shall be an expense of PHCS. Employees of PHCS shall attend continuing medical education programs as are necessary to ensure that they remain current in regard to the latest technology and the latest procedures to assist them in their treatment of patients in the jail.

2.4 **Employment Tax Liability.** PHCS shall, for the health care staff it provides, be exclusively responsible for the payment of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including but not limited to Workers' Compensation and Social Security obligations, licensing fees, etc., and for the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

ARTICLE 3. FACILITIES AND EQUIPMENT

3.1 **Facilities.** JAIL shall make available to PHCS appropriate facilities for the clinical and medico-administrative services described herein.

3.2 **Equipment.** JAIL shall make available adequate office space for the appropriate provision of medical services. Such space will include secure rooms for the purposes of medical examinations and treatments, health care record storage, as well as medical supply storage. The JAIL shall also provide a phone line for use by health care staff, basic office furniture (i.e. desk, chair, locking file cabinet).

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ARTICLE 4. LIABILITY INSURANCE AND PROFESSIONAL PRACTICE RESPONSIBILITY

4.1 Liability Insurance. PREMIER shall keep and maintain professional liability insurance coverage for itself and each of PREMIER's Employees with an insurance company reasonably acceptable to JAIL. PREMIER's current coverage is through Pinnacle Medical Protective, SPC, a Cayman Islands based captive insurance company partly owned by PREMIER. Provided that such coverage is funded by PREMIER pursuant to a reasonable actuarial determination at a confidence level of at least the 75th percentile, as required by the Cayman Islands Monetary Authority, such insurance shall be acceptable to PREMIER. On an annual basis, PREMIER shall submit in writing to JAIL evidence of the then current funding and confidence level of their insurance program. As a minimum, such insurance shall provide coverage in the amount of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) in the aggregate. If such insurance is maintained on a claims-made basis, such insurance shall continue throughout the term of this Agreement; and upon the termination of this Agreement, or the expiration or cancellation of the insurance, PREMIER shall purchase, or arrange for the purchase of, either (i) an extended reporting endorsement ("Tail Coverage"); (ii) "Prior Acts" coverage from a new insurer with a retroactive date on or prior to the date PREMIER (or PREMIER's Employee, as the case may be) began performing services for JAIL or (iii) maintain continuous coverage with the same carrier for the period of the statute of limitations for personal injury. All such insurance shall be kept and maintained without cost or expense to JAIL. PREMIER shall provide JAIL with a certificate or certificates of insurance certifying the existence of all coverage required hereunder.

4.2 Professional Practice Responsibility.

4.2.1 PHCS. PHCS shall accept and be responsible for its own acts or omissions in the operations and professional practice of medicine as well as those acts or omissions of its employees. Nothing in this Agreement shall be interpreted or construed to place any such responsibility for professional acts or omissions of JAIL.

4.2.2 JAIL. JAIL shall accept and be responsible for its own acts or omissions in the operations of the Gallia County Jail and provision of any related ancillary services as well as those acts or omissions of its employees. Nothing in this Agreement shall be interpreted or construed to place any such responsibility for professional acts or omissions of PHCS.

ARTICLE 5. COMPENSATION FOR SERVICES

5.1 Compensation. JAIL shall pay PHCS for its services in accordance with the amounts and payment schedule provided in Exhibit A.

ARTICLE 6. TERM AND TERMINATION

6.1 Term. This Agreement shall become effective on March 1, 2022 and shall continue for twelve (12) months until February 28, 2023 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of intent not to renew at least thirty (30) days prior to the expiration of the then current term. Otherwise, this Agreement shall only terminate in accordance with Section 6.2 hereof.

6.2 Termination. This Agreement may be terminated with cause for failure of either party to abide by its terms. In such case, a thirty (30) day advance written notice of termination will be provided by the non-breaching party to the other at which time the breaching party may elect to terminate the Agreement or cure its default. If the default is not cured within thirty (30) days after written notice has been delivered to the breaching party, this Agreement shall cease immediately upon written notice of the non-breaching party to the breaching party. Notwithstanding any other provision of this Agreement, the responsibility of all provider employees to treat patients in accordance with this Agreement shall terminate simultaneously with the termination of the Agreement. Additionally, this Agreement may be terminated by either party, without cause, by providing ninety (90) day written notification.

ARTICLE 7. GENERAL PROVISIONS

7.1 No Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

7.2 Assignability. This Agreement and any rights under it are not assignable by either party without the written agreement of the other party, except that PHCS may fulfill its obligations under this Agreement through a wholly-owned subsidiary of PHCS and JAIL may assign the Agreement to a successor provided that JAIL would remain liable to PHCS under the terms of this Agreement. Any other assignment, by either party, made without the express written consent of the other party shall be void and shall give the non-assigning party the right to terminate this Agreement upon thirty (30) days written notification.

7.3 Entire Agreement This Agreement contains the entire agreement of all parties hereto and no other oral or written agreement shall be binding or obligating upon any of the parties. This Agreement supersedes all prior agreements, contracts, and understandings whether written or otherwise between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.4 Partial Invalidity. In the event that any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been contained herein.

7.5 Amendments. This Agreement or its Attachments may be amended at any time by mutual agreement of the parties hereto; provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties.

7.6 Annual Review. This Agreement shall be reviewed by JAIL and PHCS annually to affect any modifications that may be necessary and to ensure that the terms of this Agreement, professional and medico administrative services, are being fulfilled.

7.7 State of Ohio Law to Apply. This Agreement shall be constituted under and in accordance with the laws of the State of Ohio.

7.8 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees where permitted by this Agreement.

7.9 Captions. The headings and captions contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

7.10 Notices. Any notice or other communication by either party to the other shall be in writing and shall be deemed to have been given if either delivered personally or mailed, postage prepaid, registered or certified mail, addressed to the addresses above or to such other address as either party may designate by notice pursuant to this section.

SIGNATURES:

Executed this 17th day of February, 2021, by Premier Health Care Services, LLC

By: _____

Its: Authorized Representative

Executed this 17th day of February, 2021, by Gallia County Jail

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Approved as to form:
/ Jason D. Holdren, Prosecuting Attorney

/ Matthew D. Champlin, Sheriff

Gallia County Commissioners:

/ Harold G. Montgomery, President

/ M. Eugene Greene, Vice President

/ Q. Jay Stapleton, Commissioner

The President entertained a motion to approve and sign the agreement as presented. Q. Jay Stapleton so moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

GALLIA RURAL WATER - ARPA

Gallia Rural Water Association General Manager Brent Bolin discussed the cost of adding water service to unserved areas in the county at an estimated cost of \$1,065,800.00. The President requested an actual itemized list of where they would add the service and how many households would be serviced to consider using the ARPA funds. Also, in attendance County Auditor ARPA/COVID Coordinator Tom White.

ENGINEER – TRADE IN/PURCHASE

The President entertained the motion to approve the Engineer's proposal to purchase a new 2022 John Deer 85G Excavator at \$123,397.51 and trade in 2011 Kobelco 80 mini excavator at \$30,000.00 with total cost \$93,937.51, noting the legal opinion received from the Gallia County Assistant Prosecutor Randy Dupree:

This office had been asked about the legality of trading in old equipment toward the purchase of new equipment. Pursuant to ORC 5549.01 and 5549.02 and other relevant sections, it is generally anticipated and allowed to sell old equipment to the vendor from which new equipment is to be purchased and for that amount to be credited against the price of the new equipment or machinery.

*Randy H. Dupree
Assistant Prosecuting Attorney*

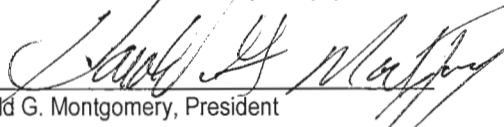
Q. Jay Stapleton moved to approve the trade in/purchase and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

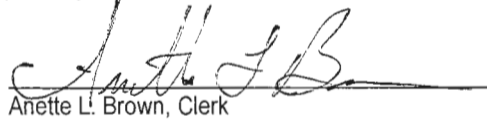
EMPLOYEE - NEW HIRE – AIRPORT

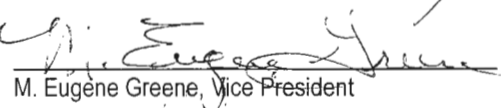
President Montgomery entertained a motion to hire Kaleb Arms as Assistant Airport Manager effective February 22, 2022 an unclassified position, Part time (maximum 29.5 hours per week) position with a rate of pay being \$12.50 per hour with an evaluation after 90 days. Upon the retirement of current Airport Manager David Snyder on March 21, 2022, Mr. Arms effective date of appointment as Airport Manager will be March 21, 2022. Q. Jay Stapleton moved to approve the hire and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

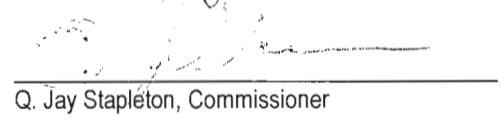
ADJOURN

The President entertained a motion to adjourn at 4:00 p.m. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.


Harold G. Montgomery, President


Anette L. Brown, Clerk


M. Eugene Greene, Vice President


Q. Jay Stapleton, Commissioner