

**HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK**Records of Minutes of Regular Meeting 08/11 2020

Court convened for a Regular Meeting at the Courthouse, Henderson, KY, on Tuesday, August 11, 2020 at 9:30 a.m., County Judge/Executive Brad Schneider presiding. Due to the State of Emergency from COVID-19, per the KY Attorney General Opinion 20-05 public attendance was not permitted. This meeting was broadcast live on Facebook on the Henderson County Government page

**Call To Order**

County Judge/Executive Brad Schneider called the meeting to order.

**Invocation**

The invocation was given by Judge Schneider

**Pledge Of Allegiance**

Judge/Executive Schneider led the Pledge of Allegiance.

**Roll Call**

Magistrate Berry	Present (by video)
Magistrate McCollom	Present (by video)
Magistrate Moran	Present (by video)
Magistrate Puttman	Present (by video)
Magistrate Southard	Present (by video)

**Minutes July 28, 2020 Fiscal Court Meeting**

Magistrate Puttman made a motion to approve the July 28, 2020 fiscal court minutes as submitted. Magistrate Moran seconded the motion. A voice vote was held. All present voted in favor and the motion carried.

**Audubon Area Community Services – Crystal Childress**

Crystal explained that another free fruit and vegetable delivery will be made to Henderson County residents in the next couple weeks but she does not have a specific date yet. She thanked Bill Hubiak for his assistance in the distribution effort last time and would like to distribute the food this time the same way utilizing the road department as a distribution point. The court agreed that this worked well and will take an active part of the distribution once a firm date is received. The food is being donated by the USDA through the CARES Act.

**IWT Information Request – Bernie Hogan, Linda Frank**

Bernie & Linda explained that they would like to analyze the county's health insurance claims through information furnished by the county's health insurance group. IWT is in the process of developing software tools to take such research and make recommendations for clients looking to better track and manage their health insurance costs. The county's information will be sort of their initial test model. In exchange for this access, they'll give the county a summary of their analysis and results for free with no obligation to any business with them. What makes this agreement a little more complex is that IWT is requesting to access very specific information on our employees, including names, social security numbers and claims records.

**Resolution – IWT Agreement**

Assistant County Attorney Kyle Evans stated that the agreement has been approved as to form and legality.

Henderson Fiscal Court  
Resolution Number 20-30

**RESOLUTION AUTHORIZING HENDERSON COUNTY JUDGE EXECUTIVE TO EXECUTE BUSINESS ASSOCIATE AGREEMENT WITH INNOVATIVE WORKFLOW TECHNOLOGIES, INC. FOR HEALTH CLAIMS ANALYSIS AND CONSULTING**

WHEREAS, the Henderson Fiscal Court has a self-insured health care plan for its employees that represents a significant cost to the county; and

WHEREAS, Innovative Workflow Technologies, Inc (hereinafter IWT"), is a local health care industry business that believes that it can data formulate cost savings strategies after a one-time analysis of employee health care claims data; and

WHEREAS, the Henderson Fiscal Court wishes to authorize IWT to access health insurance claims data for said analysis and consulting; and

WHEREAS, the Henderson Fiscal Court understands that it is essential to ensure the security of all protected health information and claims data in strict compliance with the Health Insurance Portability and Accountability Act of 1996, as amended (hereinafter "HIPAA"); and

WHEREAS, the Henderson Fiscal Court deems it to be in the best interest of Henderson County to enter into a business associate agreement with IWT under HIPAA.

NOW, THEREFORE, BE IT RESOLVED as that the Henderson County Fiscal Court authorizes and directs County Judge/Executive Brad Schneider to execute the attached document entitled "Business Associate Agreement" and to execute any and all other necessary and appropriate documents required to effectuate the intent thereof.

On reading of the foregoing Resolution, it was moved by Magistrate McCollom, seconded by Magistrate Puttman, that the above Resolution be adopted.

WHEREUPON, the vote was called.


Upon roll call the vote stood:

Magistrate Berry	<u>AYE</u>	Magistrate Moran	<u>AYE</u>
Magistrate Southard	<u>AYE</u>	Magistrate Puttman	<u>AYE</u>
Magistrate McCollom	<u>AYE</u>		

APPROVED by the Henderson Fiscal Court at its regular meeting on August 11, 2020.

ATTEST:

  
Kurt Wiesen  
Fiscal Court Clerk

  
Brad Schneider  
County Judge-Executive

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (this "Agreement") is made as of July 24, 2020 by and between Innovative Workflow Technologies, Inc., 1022 Amiet Road, Henderson, KY 42420 ("Business Associate"), and Henderson County, by and through the Henderson County Fiscal Court ("Covered Entity") with Business Associate and Covered Entity, collectively, the "Parties"), in order to comply with the Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA").

WHEREAS, the parties have entered into a business relationship whereby, in exchange for access to Covered Entity's medical claims information in order to refine and establish Business Associate's business model and services, Business Associate shall provide healthcare and information technology analysis and consulting services to Covered Entity through a one-time sample of healthcare claims data, which will be run through an analytics engine to determine strategies for the County to reduce healthcare costs and, in the course of providing such services, it is essential for Business Associate to receive, have access to, create, maintain, or transmit protected health information -in order to provide those services; and

WHEREAS, Henderson County is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA");

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and regulations promulgated thereunder, and as may be amended from time to time, KRS 61.931 to 61.934, and other applicable laws (collectively the "Privacy and Security Regulations"); and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in the Privacy and Security Regulations;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0. Definitions

1.1. 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, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, and Use/Uses.

1.2. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this

# HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

Records of Minutes of Regular Meeting 08/11 2020

agreement, shall mean Innovative Workflow Technologies, Inc. and its officers and employees.

1.3. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Henderson County Fiscal Court.

1.4. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.5. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. §160.103. Protected Health Information will include Protected Health Information in electronic form unless specifically stated otherwise.

1.6. Disclose. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations.

1.3. Electronic Protected Health Information. "Electronic Protected Health Information" means Protected Health Information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media. By example, Electronic Protected Health Information may be transmitted and maintained on devices such as cell phones, PDAs, text pagers, and USB static discs.

1.4. Privacy Rule. "Privacy Rule" means the Standards of Privacy of Individually Identifiable Health Information at 45 C.F.R. Subparts 160 and 164, A and E.

1.7. Security Rule. "Security Rule" means the Standards for the Security of Electronic Protected Health Information at 45 C.F.R. part 164, Subparts A and C.

1.9. Services. "Services" means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.

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

1.11. Unsecured Protected Health Information. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in guidance issued under Section 13402(h)(2) the HITECH Act.

1.13. Any other terms used in this agreement, but not otherwise defined in this Agreement, shall have the same meaning as those terms in the Privacy and Security Regulations.

2. Obligations and Activities of Business Associate. Business Associate agrees as follows:

- a. 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.
- b. Business Associate agrees to use appropriate safeguards, and comply with the HIPAA Security Rule with respect to Electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410 and KRS 61.931 to 61.934, and any security incident of which it becomes aware.
- d. Business Associate agrees that it has been provided a copy of Covered Entity's Security Procedures and Practices to Protect and Safeguard Personal Information, which is attached hereto and incorporated herein as if fully recited, and agrees to be bound by said policy.
- e. Business Associate agrees to report to Covered Entity any Breach of Unsecured Protected Health Information or any Security Incident that Business Associate becomes aware of without any unreasonable delay, and in any event no later than two (2) business days after discovery; provided however, that the parties acknowledge and agree that this Section 2(e) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information.
- f. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that no information will be disclosed to any Subcontractor without written approval of Covered Entity. Further, any such approved Subcontractor, to whom Business Associate provides Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity agrees, in writing and prior to disclosure, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- g. Business Associate agrees to provide access, at the request of Covered Entity in a reasonable time and manner, to Protected Health Information in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
  - h. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity in a reasonable time and manner. In the event any Individual delivers directly to Business Associate a request for amendment to Protected Health Information, Business Associate shall promptly forward such request to the Covered Entity.
  - i. Business Associate agrees to make internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary in a time and designated by the Secretary, for purposes of the Secretary determining compliance with the Privacy Rule and the Security Rule.
  - j. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate shall provide to Covered Entity information pertaining to disclosures of Protected Health Information by Business Associate to permit Covered Entity 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. In the event that Business Associate receives a direct request from an Individual for an accounting of disclosures of Protected Health Information made by Business Associate, Business Associate agrees to promptly forward such request to Covered Entity.
  - k. Business Associates shall mitigate, to the extent practicable, any adverse effects from any improper use and/or disclosure of Protected Health Information by Business Associate that is known to Business Associates.
  - l. Business Associate acknowledges that, in the event it, or its subcontractors, violates any applicable provision of the Security Regulation or any term of this Agreement that would constitute a violation of the Privacy Rule, Business Associate will be subject to and will be directly liable for any and all civil and criminal penalties that may result from Business Associate or its subcontractors' violation.
  - m. Business Associate shall mitigate, at Business Associate's sole cost and expense, any harmful effect that is known to it for the Breach, or Use, or Disclosure of Protected Health Information by Business Associate in violation of this Agreement.
  - n. In the event of a Breach of Protected Health Information caused by Business Associate, the costs related to notifying the affected individuals shall be borne by Business Associate. Such costs, if appropriate and reasonable under the circumstances, may include the actual cost of notification, setting-up and managing a toll-free number, and credit monitoring.
3. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, the Parties agree that Business Associate may use Protected Health Information to perform functions, activities or services for or on behalf of Covered Entity in the course of providing healthcare and information technology analysis and consulting services by performing a one-time sample of healthcare claims data, which will be run through an analytics engine to determine strategies for the County to reduce healthcare costs to Covered Entity; provided, however, Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164, or any other applicable law, if done by Covered Entity except for the specific uses and disclosures set forth below.
4. Specific Use and Disclosure Provisions. The Parties agree as follows:
- a. Except as otherwise limited in 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.
  - b. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
  - c. Business Associate may De-identify any and all Protected Health Information in accordance with 45 CFR. § 164.514(b). Covered Entity acknowledges and agrees that de-identified information is not Protected Health Information and that Business Associate may use such de-identified information for any lawful purpose.
  - d. Business Associate shall not directly or indirectly receive remuneration in exchange for any of Covered Entity's Protected Health Information unless Covered Entity or Business Associate obtain a valid, signed authorization from the Individual whose Protected Health Information is at issue and that specifies whether the Protected Health Information can be further exchanged for remuneration by the entity receiving the Protected Health Information, except as otherwise permitted by the HIPAA Rules.
  - e. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
  - f. Business Associate shall make Protected Health Information maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that Protected Health Information, within the time frame and in a manner specified by Covered Entity.
  - g. If Business Associate uses or maintains Electronic Protected Health Information, Business Associate must provide access to such Protected Health Information in an electronic format if so requested by an Individual if the Protected Health Information is readily producible in such form or format; or if not, in a readable copy form or such other form and format as agreed by the Individual, Covered Entity, and Business Associate.
5. Obligations and Activities of Covered Entity. Covered Entity agrees as follows:
- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of

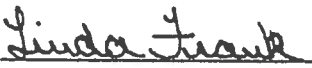
# HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

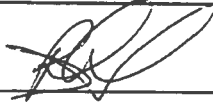
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- privacy practices of Covered Entity in accordance with 45 CFR 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
  - c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
  - d. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
7. **Term and Termination.** The Parties agree as follows:
- a. **Term.** The term of this Agreement shall be effective as of the date hereof and shall terminate one year from the date hereof. Upon termination, all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity shall be destroyed or returned to Covered Entity or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.
  - b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide a reasonable opportunity for Business Associate to cure the breach or, if cure is neither feasible nor achieved, report the violation to the Secretary.
  - c. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
    1. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
    2. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining Protected Health Information that the Business Associate still maintains in any form;
    3. 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;
    4. 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 hereinabove under numerical sections 3 and 4 which applied prior to termination; and
    5. Return to Covered Entity [or, if agreed to by Covered Entity, 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.
  - d. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.
8. **Miscellaneous.** The Parties agree as follows:
- a. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
  - b. **Amendment.** This Agreement may not be amended except by the mutual written agreement of the Parties. Notwithstanding the foregoing, the Parties agree to work together in good faith to take such action as is necessary to make technical amendments to this Agreement from time to time if necessary for Participant and/or Business Associates to comply with the requirements of HIPAA, the Privacy Rule and the Security Rule, or any applicable provisions of any other federal or state law, as such laws or regulations may be amended from time to time. However, should any state or federal law or regulation now existing or enacted after the Effective Date of this Agreement, including without limitation HIPAA, the Privacy Rule and the Security Rule, and KRS 61.931 to 61.934, be amended or interpreted by judicial decision or a regulatory body in such a manner that either Party reasonably determines renders any provision of this Agreement in violation of such law or regulation or adversely affects the Parties' abilities to perform their obligations under this Agreement, the Parties agree to negotiate in good faith to amend this Agreement so as to comply with such law or regulation and to preserve the viability of this Agreement. If, after negotiating in good faith, the Parties are unable to reach agreement as to any necessary amendments, either Party may terminate this Agreement without penalty.
  - c. **Survival.** The respective rights and obligations of Business Associate under Section 4 of this Agreement shall survive the termination of this Agreement.
  - d. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
  - e. **Third Party Beneficiaries.** Business Associate and Covered Entity agree that individuals whose Protected Health Information is used or disclosed to Business Associates or its Subcontractors under this Agreement are not third-party beneficiaries of this Agreement.
  - f. **Correspondence.** The Parties will send any reports or notices required under this Agreement to the addresses set forth below for each party.
  - g. **Indemnification.** Business Associate shall indemnify, defend, and hold harmless Covered Entity, its magistrates, officers, employees, and agents from and against any and all claims, actions, demands, liabilities, judgments, losses, damages, penalties, fines, costs, fees, expenses, and reasonable attorney's fees (collectively, the "Losses")

- that are attributable to the acts or omissions of the Business Associate or Business Associate's material breach of this Agreement.
- h. Training of Business Associate's Employees. Business Associate shall provide a training program to its employees regarding HIPAA/HITECH and the Kentucky state law concerning Protected Health Information as necessary and appropriate for the employees to carry out their job duties. Such training shall occur within 90 days of hire of a new employee. In the event of a material change in the state or federal law concerning Protected Health Information that affects the employee's duties, the training described above shall be provided within one year from the effective date of the change. Business Associate shall maintain documentation of each employee's signed verification of attendance in such training program, maintain the signed verification of attendance for six years from the date it is signed, and provide this documentation to Covered Entity upon request pursuant to this Agreement. Business Associate agrees to ensure that any approved Subcontractor with respect to this Agreement shall comply with the provisions of this subsection.
  - i. Applicable Law & Venue. This Agreement and the rights, duties and obligations of the Parties to this Agreement shall be interpreted, construed, performed, and enforced in accordance with and shall be governed by the laws of the Commonwealth of Kentucky or applicable federal law. Any action brought to enforce the terms of the Agreement shall be filed in the Henderson Circuit Court, 51<sup>st</sup> Judicial Circuit in the Commonwealth of Kentucky or the United States District Court for the Western District of Kentucky, unless otherwise agreed in writing by the parties, and the Parties agree to the jurisdiction of the Courts of the Commonwealth of Kentucky for resolving any claims or actions arising from this Agreement or its interpretation.
  - j. Severability. In the event any provision of this Agreement is held to be invalid or illegal for any reason, any invalidity or illegality will not affect the remaining parts of the Agreement, but the Agreement will be construed and enforced as if the invalid or illegal provision had never been inserted.
  - k. Successors & Assigns. Neither party may assign, voluntarily, by operation of law or otherwise, any rights or delegate any duties under this Agreement without the other party's prior written consent, except in the case of a merger, acquisition, reorganization, consolidation, reincorporation or sale of all or substantially all of the assets of the party. Any attempt to do so without that consent will be void. This Agreement will bind and inure to the benefit of the Parties and their respective successors, heirs, executors, and permitted assigns.
  - l. Waiver. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of either party to enforce at any time or for any period time any provisions hereof shall not be construed to be a waiver of such provisions or of the party's right thereafter to enforce each and every such provision.
  - m. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, discussions and undertakings between the parties. This Agreement cannot be amended, supplemented or changed orally, except by an agreement in writing that makes specific reference to this Agreement and that is signed by the party against whom enforcement of such amendment, supplement or modification is sought.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date stated above.

Innovative Workflow Technologies, Inc.  
 By: Linda Frank  
 Sign:   
 Print: Linda Frank  
 Title: COO  
 Address: 1022 Amiet Rd.  
Henderson, KY 42420  
 Date: 7/24/2020

Henderson County Fiscal Court  
 By: Brad Schneider  
 Sign:   
 Print: Brad Schneider  
 Title: County Judge/Executive  
 Address: 20 N. Main St, Suite 300  
Henderson, KY 42420  
 Date: 8/11/2020

**West Kentucky Coalition Update – Judge Schneider**

Judge Schneider explained that a number of West Kentucky counties and cities are teaming up to create an advocacy group to advocate for this part of the state and to make sure our representatives and senators, both state and federal, keep in mind and understand the priorities of our western region. He had been working with several other Judge/Executives to develop a draft of the coalition's bylaws. There will be a graduated dues structure in place depending on the size of the county or city. There will be informational meeting and board meeting on September 23<sup>rd</sup> in Madisonville. The bylaws will be adopted at this time along with the appointment of the board. Henderson County's dues will be set at \$1,000.00 once the bylaws are adopted.

Magistrate Puttman made the motion for Henderson County to become a member of the coalition. Magistrate Moran seconded the motion. A voice vote was held. All voted in favor and the motion carried.

HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

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Resolution – Sheriff’s Office Surplus Vehicle

Henderson Fiscal Court  
Resolution Number 20-29

**A RESOLUTION DECLARING CERTAIN COUNTY PROPERTY TO BE SURPLUS AND PROVIDING FOR THE DISPOSITION THEREOF**

WHEREAS, the Henderson County Sheriff is in possession of property that is no longer of use to the Henderson County Sheriff’s Office, or by any other departments within Henderson County (unless noted on Exhibit A);

WHEREAS, the Fiscal Court has reviewed the list of property submitted by the Sheriff setting forth the item’s description, original purpose, and reason for disposition.

WHEREAS, pursuant to KRS 67.0802, the Fiscal Court finds that it is in the best interest of the County to deem the property as surplus and provide for the disposition thereof. As such, the Henderson Fiscal Court wishes to offer said personal property to be sold by public auction or, by selling for scrap or disposing of as garbage; and,

NOW, THEREFORE, BE IT RESOLVED by the Fiscal Court, County of Henderson, Kentucky, as follows:

Pursuant to KRS 67.0802, the personal property of the Henderson County Sheriff’s Office listed on Exhibit A, which is attached hereto and incorporated herein, is hereby declared to be surplus. If Exhibit A designates the personal property to be offered for sale at an online auction, it shall be sold using a duly-advertised online auction pursuant to all applicable laws at such time and in such manner as shall be arranged by the County Judge Executive. If Exhibit A designates the personal property to be sold for scrap or disposed of as garbage, the Henderson County Sheriff shall make suitable arrangements for the disposition thereof and shall forward the proceeds, if any, to the Henderson County Treasurer to be transferred to the General Fund pursuant to KRS 67.0802(6).

On reading of the foregoing Resolution, it was moved by Magistrate McCollom, seconded by Magistrate Berry, that the above Resolution be adopted.

WHEREUPON, the vote was called.

Upon roll call the vote stood:

Magistrate Berry	<u>AYE</u>	Magistrate Moran	<u>AYE</u>
Magistrate Southard	<u>AYE</u>	Magistrate Puttman	<u>AYE</u>
Magistrate McCollom	<u>AYE</u>		

APPROVED by the Henderson Fiscal Court at its special called meeting on August 11, 2020.

ATTEST:

  
Kurt Wiesen  
Fiscal Court Clerk

  
Brad Schoelder  
County Judge-Executive

**Henderson County Sheriff’s Office**



20 North Main Street  
Henderson, Ky. 42420  
(270) 826-2713

Ed Brady  
Sheriff

David Crafton  
Chief Deputy

To: Sheriff Ed Brady, Unit 100

From: Captain Dwight Duncan

Date: March 10th, 2020

Ref: Request to Sell Surplus Property

We request that the following property in the possession of the Henderson County Sheriff’s Office be declared surplus so that the proper disposition can be made:

Description of Property

2012	Passenger Car	Ford	Expedition	1FMZU62K24UB78550	192152	maintenance
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DISPOSE BY ONLINE AUCTION

**Sheriff's 2019 Tax Settlement (Ditch, Franchise & VFD Fees)**

RECAP OF SHERIFF'S 2019 TAX SETTLEMENT

	STATE	COUNTY	SCHOOL	LIBRARY	EXTENSION	POND CREEK	GRASSY POND	HEALTH			FIRE
Real Estate	2,767,633.83	2,095,493.88	14,105,722.08	2,418,770.58	738,965.28	14,002.92	4,080.24	1,130,286.76			1,188.98
Tangible	1,372,213.10	480,884.79	1,631,066.68	636,819.59	117,329.67			221,099.35			
Bank Shares/Deposits											
Franchise - Real Estate											
Franchise - Tangible											
Exonerations Increases (Real Estate)											
Exonerations Increases (Tangible)	612.45	2,253.83	7,843.43	1,769.88	550.89			612.45			
commissions paid back from school			303,367.78								
Add/Suppl/Omitted Charges	1,080.11	604.80	2,408.97	500.51	158.98	0.38		182.14			
Penalties	9,182.71	8,569.81	48,183.55	7,582.11	2,175.79	41.29	4.36	3,363.84			3.28
<b>TOTAL CHARGES</b>	<b>4,140,942.20</b>	<b>3,385,817.21</b>	<b>18,080,420.47</b>	<b>3,065,452.76</b>	<b>859,178.37</b>	<b>14,044.59</b>	<b>4,073.90</b>	<b>1,355,523.53</b>			<b>1,172.25</b>
Exonerations Decreases (Real Estate)	2,188.38	2,286.00	11,183.00	1,918.31	688.38			896.88			
Exonerations Decreases (Tangible)	1,259.74	2,932.27	9,844.22	2,302.79	718.46			788.61			
Delinquents - 62A359 (Real Estate)	62,244.88	65,308.79	318,371.78	54,590.78	18,878.23		221.45	25,510.35			23.28
Delinquents - 62A359 (Tangible)	15,085.42	6,533.35	22,158.67	6,695.14	1,586.38	1,314.02		2,318.64			
Delinquents - 62A362 (Real Estate)											
Delinquents - 62A362 (Tangible)											
Discounts	68,732.59	55,028.05	258,588.27	50,510.00	13,948.47	201.82	70.60	22,268.85			17.99
<b>TOTAL CREDITS</b>	<b>149,531.03</b>	<b>132,086.46</b>	<b>618,254.92</b>	<b>118,018.02</b>	<b>33,523.90</b>	<b>1,515.84</b>	<b>282.05</b>	<b>51,780.53</b>			<b>41.27</b>
<b>CHARGES LESS CREDITS</b>	<b>3,991,411.17</b>	<b>3,253,730.75</b>	<b>15,472,165.55</b>	<b>2,947,434.74</b>	<b>625,654.47</b>	<b>12,528.75</b>	<b>3,781.55</b>	<b>1,303,743.00</b>			<b>1,130.98</b>
Less Commissions	169,635.01	138,283.16	303,367.78	125,380.99	35,090.32	532.48	160.71	55,408.06			48.08
Amount Due To Taxing District	3,821,776.16	3,115,447.59	15,168,777.79	2,824,083.75	790,564.15	11,996.27	3,620.84	1,248,333.92			1,082.92
Less Amount Previously Remitted	3,806,448.28	3,082,685.97	15,088,088.21	2,819,254.24	785,162.84	11,988.27	3,620.84	1,244,425.02			1,082.92
Less Current & Prior Year Refunds	18,329.75	22,751.77	72,709.73	4,829.50	5,411.34			3,908.88			
<b>AMOUNT DUE TO COMPLETE SETTLEMENT</b>	<b>0.15</b>	<b>(0.15)</b>	<b>(0.15)</b>	<b>0.01</b>	<b>(0.03)</b>			<b>0.01</b>			

Henderson COUNTY Ed Brady SHERIFF 7/13/2020 DATE

RECAP OF SHERIFF'S 2019 TAX SETTLEMENT DITCH TAXES

	GHILAND CREEK	EAST FORK	ELAM-FLAT	LICK CREEK	BEAVER DAM	ISON	CANDE	SILOVER FLAT	SOUTH FORK		FIRE
Real Estate	3,877.38	1,377.20	1,968.80	538.10	1,688.60	283.04	628.53	418.88	884.88		
Tangible											
Bank Shares/Deposits											
Franchise - Real Estate											
Franchise - Tangible											
Exonerations Increases (Real Estate)											
Exonerations Increases (Tangible)											
Penalties	0.08		2.75	0.46	5.51			0.04	0.95		
<b>TOTAL CHARGES</b>	<b>3,877.46</b>	<b>1,377.20</b>	<b>1,971.55</b>	<b>539.56</b>	<b>1,694.11</b>	<b>283.04</b>	<b>628.53</b>	<b>418.92</b>	<b>885.91</b>		
Exonerations Decreases (Real Estate)											
Exonerations Decreases (Tangible)											
Delinquents - 62A359 (Real Estate)											
Delinquents - 62A359 (Tangible)											
Delinquents - 62A362 (Real Estate)	18.38	57.40	5.40		50.80		7.58	5.04	15.62		
Delinquents - 62A362 (Tangible)											
Discounts	68.38	24.76	36.50	9.61	27.78	4.66	9.90	7.21	17.82		
<b>TOTAL CREDITS</b>	<b>88.78</b>	<b>82.16</b>	<b>41.90</b>	<b>9.61</b>	<b>78.68</b>	<b>4.66</b>	<b>17.48</b>	<b>12.25</b>	<b>33.44</b>		
<b>CHARGES LESS CREDITS</b>	<b>3,790.70</b>	<b>1,295.04</b>	<b>1,929.65</b>	<b>529.95</b>	<b>1,615.43</b>	<b>288.38</b>	<b>611.07</b>	<b>404.87</b>	<b>852.47</b>		
Less Commissions	161.11	55.04	82.01	22.52	68.66	12.26	25.97	17.20	39.63		
Amount Due To Taxing District	3,629.59	1,240.00	1,847.64	507.43	1,546.77	276.12	585.10	387.47	812.84		
Less Amount Previously Remitted	3,629.59	1,240.00	1,847.64	507.43	1,546.77	276.12	585.10	387.47	812.84		
Less Current & Prior Year Refunds											
<b>AMOUNT DUE TO COMPLETE SETTLEMENT</b>											

Henderson COUNTY Ed Brady SHERIFF 7/13/2020 DATE



HENDERSON COUNTY FISCAL COURT—MINUTE & ORDER BOOK

Records of Minutes of Regular Meeting 08/11 2020

RECAP OF SHERIFF'S 2019 VFD

	SMITH MILLS	CORYDON	CAIRO	ROBARDS	NIAGARA	HEBBARD	ZION	BASKETT	SPOTTSVILL	REED	
Real Estate	42,075.00	58,825.00	64,845.00	52,835.00	58,190.00	23,100.00	52,855.00	64,680.00	20,845.00	26,400.00	
Tangible											
Bank Shares/Deposits											
Franchise - Real Estate											
Franchise - Tangible											
Exoneration Increases (Real Estate)											
Exoneration Increases (Tangible)											
Penalties	182.27	241.89	371.14	238.25	200.65	185.28	98.83	159.48	115.51	140.24	
<b>TOTAL CHARGES</b>	<b>42,267.27</b>	<b>59,066.89</b>	<b>65,216.14</b>	<b>52,874.25</b>	<b>58,390.65</b>	<b>23,285.28</b>	<b>52,953.83</b>	<b>64,839.48</b>	<b>20,960.51</b>	<b>26,540.24</b>	
Exoneration Decreases (Real Estate)	55.00	110.00		55.00		55.00	110.00			110.00	
Exoneration Decreases (Tangible)											
Delinquents - 62A359 (Real Estate)	1,465.00	5,170.00	3,905.00	3,410.00	2,145.00	2,385.00	1,485.00	2,915.00	1,870.00	2,475.00	
Delinquents - 62A359 (Tangible)											
Delinquents - 62A362 (Real Estate)											
Delinquents - 62A362 (Tangible)											
Discounts											
<b>TOTAL CREDITS</b>	<b>1,540.00</b>	<b>5,280.00</b>	<b>3,905.00</b>	<b>3,465.00</b>	<b>2,145.00</b>	<b>2,420.00</b>	<b>1,595.00</b>	<b>2,915.00</b>	<b>1,870.00</b>	<b>2,585.00</b>	
<b>CHARGES LESS CREDITS</b>	<b>40,727.27</b>	<b>53,786.89</b>	<b>61,311.14</b>	<b>49,409.25</b>	<b>56,245.65</b>	<b>20,875.28</b>	<b>51,358.83</b>	<b>61,924.48</b>	<b>19,090.51</b>	<b>23,955.24</b>	
Less Commissions	614.54	1,015.73	1,226.22	968.19	1,124.91	417.51	1,027.17	1,238.49	557.81	479.11	
Amount Due To Taxing District	39,912.73	49,771.26	60,084.92	48,421.06	55,120.74	20,457.77	50,331.78	60,685.99	27,332.70	23,476.13	
Less Amount Previously Remitted	39,912.73	49,771.26	60,084.92	48,421.06	55,120.74	20,457.77	50,331.78	60,685.99	27,332.70	23,476.13	
Less Current & Prior Year Refunds											
<b>AMOUNT DUE TO COMPLETE SETTLEMENT</b>											

HENDERSON COUNTY ED BRADY SHERIFF 7/13/2020 DATE

SHERIFF'S TAX SETTLEMENT  
2019  
FRANCHISE TAX  
20-May

	State	County	School	Health	Library	Extension
<b>Charges:</b>						
Franchise						
Real Estate		56802.61	278203.95	22188.65	46385.27	14506.92
Tangible		250791.48	853087.16	68150.86	195241.79	61277.62
Penalties		1894.76	6680.27	533.17	1434.77	484.67
Commission						
Gross Chargeable		309489.05	1137971.38	90872.68	243061.83	76249.21
<b>Credits:</b>						
Discounts		738.33	2505.52	200.55	579.83	180.36
Exonerations						
<b>Delinquents:</b>						
Franchise						
Tangible						
<b>Total Credits:</b>		738.33	2505.52	200.55	579.83	180.36
<b>Net Taxes Yield</b>		306750.72	1135465.86	90672.13	242482.00	76068.85
Less: Commissions		13121.91	22,709.30	3853.56	10304.73	3232.93
<b>Net Taxes Due</b>		295628.81	1,112,756.56	86818.57	232177.27	72835.92
Taxes paid		295628.90	\$1,112,756.56	86818.57	232159.27	72835.92
Refunds (current/prior year)						
<b>Balance due districts or (refunds) due Sheriff</b>		-0.09	0.00	0.00	18.00	0.00

Magistrate McCollom made a motion to accept the Sheriff's Tax Settlement Report into the record. Magistrate Berry seconded the motion. A voice vote was held. All voted in favor and the motion carried.

**Treasurers Report – Brenda Rider**

Treasurer Brenda Rider formally presented the annual settlement/annual year end statement for last fiscal year to the Fiscal Court as required by the state.

**Fund Transfers – Brenda Rider** – None at this time.

**Claims – Brenda Rider**

Treasurer Brenda Rider presented the following claims for approval:

General Fund:	\$755.30 Best One (Sheriff vehicle repairs)
	\$16,598.00 Evansville Hyundai (Sheriff's Office Process Server vehicle)
	\$2,156.30 Keith Berry (Training incentive)
Jail Fund:	\$1,274.94 Advanced Document Solutions (copier lease)
	\$20,725.00 Old National Wealth Mgt (Kitchen bond interest payment)

Magistrate Puttman made a motion to approve the claims. Magistrate Southard seconded the motion. A voice vote was held. All voted in favor and the motion was approved.

**Good of the County**

**Coroner Bruce Farmer:** - The new van is being used although it still needs some shelves installed. They are looking for some part time drivers.

**Judge Schneider** – Recently the flood mitigation board met and will be having Hydrological Engineer, Frank Williams come up with a plan and a cost to control more flooding especially around Elam Flat and Sellers Ditch.


**Petition for County Commissioners** – Magistrate McCollom has started a petition to place a question on the ballot during November's general election to change Henderson County government from a Magistrate form to a County Commissioner form. Today is the state deadline for any items to be placed on the ballot. Judge Schneider explained that he has placed a noon deadline for the petition signatures to be turned into the County Clerk's office. If the required 1200 signatures are received he will then take the necessary action to approve the placement on November's ballot. He asked if the court would be willing to go into a recess until noon and a count of petition signatures is received from the Clerk's office.

Magistrate McCollom made the motion for the court to recess until noon. Magistrate Moran seconded the motion. A voice vote was held and all voted in favor. The court will reconvene at noontime.


At noon, Magistrate Puttman made the motion for court to reconvene. Magistrate Berry seconded the motion. A voice vote was held and all voted in favor. Fiscal Court reconvened.

Henderson County Election Clerk, Casey Phillips reported to Judge Schneider that the signatures on the petition had been counted and the total was 1043. Judge Schneider stated that since this was short of the needed 1200, the petition was dismissed.

There being no further business to come before the court, Magistrate Berry made a motion to adjourn. Seconded by Magistrate Puttman. Court adjourned

  
\_\_\_\_\_  
Brad Schneider  
County Judge Executive

ATTEST:

  
\_\_\_\_\_  
Kurt Wiesen  
Fiscal Court Clerk