

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

Thursday 10/24/2019

The Camden County Commission met with Presiding Commissioner Greg Hasty, and District #2 Commissioner Don Williams. District #1 Commissioner Bev Thomas was out of office.

Meeting Agenda

Commissioner Williams made a motion to approve today's agenda.

Commissioner Hasty seconded the motion. The motion passed by vote:

Commissioner Hasty (Yes), Commissioner Williams (Yes). Session opened at 10:04 A.M.

Prior Minutes

Commissioner Williams made a motion to table the October 17, and 23, 2019 minutes. Commissioner Hasty seconded the motion. The motion passed by vote:

Commissioner Hasty (Yes), Commissioner Williams (Yes).

New Business

**Insurance Agreement-** A combined billing services agreement between Camden County and Boon-Chapman was presented for the change to the county employee's life insurance provider. Commissioner Hasty made a motion to approve the agreement. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Hasty (Yes), and Commissioner Williams (Yes). Full Business Associate Addendum is available upon request.

**COMBINED BILLING SERVICES AGREEMENT**

This Agreement is effective the first day of JANUARY, 2019, at the office of Boon-Chapman, the County of Camden Missouri, State of Missouri.

Client Name & Address:  
Camden County  
1 Capital Plaza, N.W., Suite 218  
Camden, MO 64804

WHEREAS, Client wants Boon-Chapman (B-C) to perform certain administrative services on Client's behalf in connection with one or more of Client's medical benefit plans;

WHEREAS, B-C is willing to perform such services on Client's behalf, subject to the following terms and conditions (the "Agreement");

NOW, THEREFORE, it is agreed, between Client and B-C as follows:

- B-C is responsible for:
  - Receiving ongoing unclassified information that Client has retained to an online enrollment application or manually entering enrollment information received from Client to its online enrollment application.
  - Electronically providing ongoing enrollment information to the applicable auxiliary medical insurance applications, forms and/or notices to "Paper" or "Paper".
  - Receiving Client's monthly enrollment bill for auxiliary medical insurance premium; and
  - Receiving premium and administrative fee to the respective Paper.
- Client understands and agrees that B-C's responsibility under this Agreement is for the performance of the services described herein and that B-C is not responsible for any other services that Client may have or may have in the future. Client agrees that B-C is not responsible for any other services that Client may have or may have in the future. Client agrees that B-C is not responsible for any other services that Client may have or may have in the future.
- Client understands and agrees that B-C is not responsible for any other services that Client may have or may have in the future.
- B-C will make reasonable efforts to establish a HIPAA compliant electronic connection with selected Paper for the transmission of any electronic information that is not otherwise on any Paper.

Liability or responsibility to arrange or maintain such a connection. Further, B-C is not responsible for liability or responsibility to arrange or maintain such a connection. Further, B-C is not responsible for liability or responsibility to arrange or maintain such a connection. Further, B-C is not responsible for liability or responsibility to arrange or maintain such a connection.

receipt, or by certified mail return receipt requested. Notices shall be sent to the address on page one and to the individual executing the agreement.

16. The parties acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and conditions. This Agreement constitutes a complete and exclusive statement of the understanding between the parties with respect to its subject matter.

17. The relationship between the parties is that of independent contractors. Neither party is intended to be an employee or employer of, nor joint venturer with, the other party, and except as otherwise specifically contemplated herein, neither party shall function as an agent of the other party. Each party herein shall be responsible for its own activities and those of its employees and agents.

18. Each party represents and warrants to the other that the signatory identified beneath its name below has authority to execute this Agreement on its behalf.

The parties, intending to be legally bound, have executed and delivered this Agreement as of the date set forth above. In Witness whereof, we set our hands and seals:

Boon-Chapman Benefit Administrators, Inc.


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

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

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

Camden County

(Covered Entity)

By: 

Title: PRESIDENT COMMISSIONER

Date: 10/24/19

BUSINESS ASSOCIATE ADDENDUM

1. PREAMBLE

Camden County ("Covered Entity") and Boon-Chapman Benefit Administrators, Inc. ("Business Associate") (collectively "the Parties") have entered into one or more employee benefits related service agreements and wish to modify those agreements ("Agreement") to incorporate the terms of this Addendum to comply with the requirements of: (i) the implementing regulations at 45 C.F.R. Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification, and Enforcement Rules ("the Implementing Regulations")), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") that are applicable to business associates, and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 28, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013)) ("the Final Regulations"). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Addendum as "the HIPAA Requirements."

Covered Entity and Business Associate agree to incorporate into this Addendum any regulations issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

2. DEFINITIONS

- a) "Breach" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- b) "Business Associate Subcontractor" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.
- c) "Electronic PHI" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.
- d) "Limited Data Set" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
  - i. Names;

v. Continuing Privacy and Security Obligations. Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Addendum will be continuous and survive termination, cancellation, expiration, or other conclusion of this Addendum or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this Addendum, are those set forth in this Addendum and/or the Agreement.

AGREED TO:

Camden County

(Covered Entity)

By: 

Name: Gregory Hasty

Title: PRESIDENT COMMISSIONER

Boon-Chapman Benefit Administrators, Inc.

(Business Associate)

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

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

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

Commissioner Hasty made a motion to recess the session at 10:10 A.M. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Hasty (Yes), and Commissioner Williams (Yes).

The session reconvened at 11:21 A.M.

**BUDGET AMENDMENTS-** Commissioner Hasty stated that we have two budget amendments for review. Camden County Auditor stated he has the following request for amendments to the 2019 Budget:

**Juvenile Detention-** Commissioner Hasty made a motion to approve the amendment to the budget for "Change to LEST". Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Hasty (Yes).

**JIMMY LAUGHLIN  
CAMDEN COUNTY AUDITOR**

1 Court Circle, Suite #7  
Camden, MO 65020  
(573) 346-4440 Ext. 1341

10/24, 2019

Request for Amendment of the 2019 Budget:

			<u>" Change to LEST "</u>		
<u>"LEST Juvenile Detention"</u>					
<b>Decrease</b>	<b>Expense</b>	<b>Line</b>	<b>Building maintenance</b>	<b>010-034-52800.000</b>	<b>\$3,100.00</b>
<b>Increase</b>	<b>Expense</b>	<b>Line</b>	<b>Telephone</b>	<b>010-034-52930.000</b>	<b>\$2,000.00</b>
<b>Increase</b>	<b>Expense</b>	<b>Line</b>	<b>Supply</b>	<b>010-034-53150.000</b>	<b>\$1,000.00</b>
<b>Increase</b>	<b>Expense</b>	<b>Line</b>	<b>Contract Services</b>	<b>010-034-54002.000</b>	<b>\$100.00</b>
					<b>\$3,100.00</b>

*This changes necessary to cover expenses.*

Jimmy Laughlin, Auditor

  
\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Associate Commissioner

  
\_\_\_\_\_  
Associate Commissioner

Copy: Elaine Gilley, Treasurer  
Rowland Todd, County Clerk

Initial: *JL*

Prepared 10/24/2019

**Building and Grounds-** Commissioner Hasty made a motion to approve the amendment to the budget for "Change to CR". Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Hasty (Yes).

**Jimmy Laughlin  
CAMDEN COUNTY AUDITOR**

1 Court Circle, Suite #7  
Camden, MO 65020  
(573) 346-4440 Ext. 1341

10/24, 2019

Request for Amendment of the 2019 Budget:

				" Change to CR "	
<b>"Other General Government"</b>					
Decrease	Expense	Line	Misc.	001-019-59999.00	<u>\$30,000.00</u>
<b>" Building and Grounds"</b>					
Increase	Expense	Line	Fuel & Maintenance	001-007-52420.000	\$500.00
Increase	Expense	Line	Uniform rental	001-007-52710.000	\$1,000.00
Increase	Expense	Line	Building Maintenance	001-007-52800.000	<u>\$28,500.00</u>
					<u>\$30,000.00</u>

*These changes necessary to meet expenses.*

Jimmy Laughlin

  
Presiding Commissioner

\_\_\_\_\_  
Associate Commissioner

  
Associate Commissioner

Copy: Elaine Colley, Treasurer  
Rowland Todd, County Clerk

Initial: *je*

**Adjourn:** With no further official business on the agenda: Commissioner Hasty made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Hasty (Yes), and Commissioner Williams (Yes). Session closed at 11:30 A.M.

Ordered that the Commission adjourn until day Tuesday, October 29, 2019.

\_\_\_\_\_  
*Greg Hasty, Presiding Commissioner*

\_\_\_\_\_  
*Lisa Russell*