

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned


Term. 2006

In the County Commission of said county, on the 23<sup>rd</sup> day of March 20 06

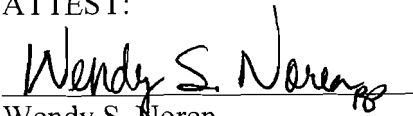
the following, among other proceedings, were had, viz:

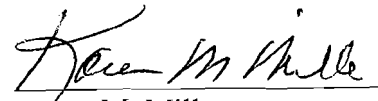
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign a HIPAA Business Associate Agreement between the County of Boone and Arch Brokerage, Inc


Done this 23<sup>rd</sup> day of March, 2006.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

## **HIPAA BUSINESS ASSOCIATE AGREEMENT**

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (“Agreement”), made this 23<sup>rd</sup> day of March, 2006 and effective as of the 23<sup>rd</sup> day of March, 2006, is entered into by and between **County of Boone** (hereinafter referred to as “Client”), and **Arch Brokerage, Inc.** (hereinafter referred to as “ABI”), a “Business Associate” of Client pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations thereunder (“HIPAA Regulations”).

### **RECITALS**

**WHEREAS**, Client is a “Covered Entity” in that Client meets the definition of a “Health Plan,” as those terms are defined under HIPAA and the HIPAA Regulations; and

**WHEREAS**, ABI is a “Business Associate” of Client as that term is defined under HIPAA and the HIPAA Regulations that may use and/or disclose “Protected Health Information” (“PHI”) and may have access to electronic Protected Health Information (“e-PHI”), as defined under HIPAA and the HIPAA Regulations, to perform functions, activities, or services for, or on behalf of Client; and

**WHEREAS**, Pursuant to HIPAA and the HIPAA Regulations, Client is required to enter into an agreement with ABI that governs the manner in which ABI may use and/or disclose PHI on behalf of Client, and requires certain safeguards related to e-PHI that must be implemented by ABI.

**NOW, THEREFORE**, in consideration of the foregoing recitals and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **TERMS OF AGREEMENT**

#### **1. Obligations of ABI.**

a. **Permitted Uses and Disclosures.** ABI may use and/or disclose PHI received by ABI from Client or, if applicable, created or received by ABI on behalf of Client (hereinafter collectively referred to as the “Client’s PHI”) to perform functions activities, or services for, or on behalf of Client in accordance with the specifications set forth in this Agreement; provided that such use or disclosure would not violate HIPAA and the HIPAA Regulations if done by Client. Notwithstanding any other provision herein to the contrary, ABI agrees to use or disclose only the “Minimum Necessary” amount of information, as such term is defined in the HIPAA Regulations, required to conduct the activities authorized herein. Permitted uses and disclosures include, but are not limited to: collecting and reviewing financial claims data, all materials pertinent to resolving claims, contract, application and fiduciary issues related to group insurance benefits, distribute and collect insurance applications, perform audit of bid submissions

or plan document changes, performing data aggregation services on half of Client as permitted by 45 CFR 164.504(e)(2)(i)(B), performing appropriate administrative or management activities of ABI, and to carry out the legal responsibilities of ABI. ABI may also remove identifiers from PHI to “de-identify” such PHI in accordance with 45 CFR 164.414(b)(2), and use or disclose such de-identified information as permitted by law. In addition, ABI may use or disclose PHI in any other manner consistent with a legally sufficient authorization executed by an Individual who is the subject of such information. For purposes of this Agreement, “Individual” means any person who is a subject of Client’s PHI.

b. Uses and Disclosures Restricted. ABI shall not use or further disclose Client’s PHI other than as permitted or required by this agreement or as permitted or required by law.

c. Safeguards. ABI shall use appropriate safeguards to prevent the use or disclosure of Client’s PHI other than as provided for by this Agreement. ABI shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of Client

d. Reporting of Disclosures. ABI shall report to Client any use or disclosure of Client’s PHI other than as provided for by this Agreement, of which ABI becomes aware.

e. Security Incidents. ABI agrees to alert Client of any “Security Incident” as defined by HIPAA and the HIPAA Regulations, of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to Client of any loss or compromise of Client’s e-PHI as a result of the incident.

f. ABI’s Agents. ABI shall use its best efforts to ensure that any agents, including subcontractors, to whom it provided PHI received by ABI from Client or, if applicable, created or received by ABI on behalf of Client, agree to the same restrictions and conditions that apply to ABI with respect to such PHI. Additionally, ABI will ensure that any agent, including any subcontractor to whom it provides the Minimum Necessary e-PHI that was created, received, maintained or transmitted on behalf of Client, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, integrity and availability of Client’s e-PHI.

g. Availability of Information to Client. To the extent not contained in Client’s own “Designated Record Set,” as that term is defined under HIPAA and the HIPAA Regulations, ABI shall make available to Client, at the request of Client (upon reasonable notice and during ABI’s normal business hours), PHI maintained on behalf of Client to fulfill Client’s obligations to provide access to or provide a copy of an Individual’s PHI pursuant to HIPAA and the HIPAA Regulations or, if requested by Client, ABI shall make such PHI available to an Individual.

h. Amendment of PHI. To the extent not contained in Client's own "Designated Record Set," as that term is defined under HIPAA and the HIPAA Regulations, ABI shall make available to Client, at the request of Client (upon reasonable notice and during ABI's normal business hours), PHI maintained on behalf of Client to fulfill Client's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, and ABI shall, as directed by Client, incorporate any amendments to such PHI provided to ABI by Client into copies of such PHI maintained by ABI.

i. Internal Practices. ABI shall make its internal practices, books and records relating to the use and disclosure of PHI received by ABI from Client, or if applicable, created or received by ABI on behalf of Client, available to the Secretary of the United States Department of Health and Human Services, or his or her designee for purposes of determining Client's compliance with HIPAA and the HIPAA Regulations.

j. Accountings. ABI agrees to document disclosures of PHI (exclusive of those disclosures for treatment, payment or healthcare operations, or as otherwise excepted under 45 CFR 164.528(a)(1) and information related to such disclosure as required for Client to promptly respond to a request by an Individual for any accounting of disclosures of such Individual's PHI by ABI in compliance with HIPAA and the HIPAA Regulations.) ABI agrees to provide to Client, information collected in accordance with the requirements of this Section 1.i to permit Client to make a timely and prompt response to a request by an Individual for such accounting as required by HIPAA and the HIPAA Regulations.

2. Client Obligations. As required by HIPAA and the HIPAA Regulations, Clients shall: (a) provide ABI with the notice of privacy practices that Client produces in accordance with 45 CFR 164.520, as well as any changes to such notice; (b) provide ABI with any changes in, or revocation of permission by an Individual to use or disclose PHI, if such changes affect ABI's permitted or required uses and disclosures; and (c) notify ABI of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 CFR 164.522.

3. Termination. A breach by ABI of any material provision of this Agreement shall provide grounds for termination of the Agreement by Client; provided ABI is unable to cure such breach within ten (10) business days of receiving notice of such breach from client. Notwithstanding the foregoing, client may terminate this Agreement, without penalty, effective immediately if (i) ABI is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Regulations' or (ii) a finding or stipulation that ABI violated any standard or requirement of HIPAA, the HIPAA Regulations or any other applicable laws relating to the security of privacy of PHI, or which is entered against ABI in any administrative or civil proceeding in which ABI has been joined. ABI agrees to cooperate with Client as necessary to mitigate the extent of any unauthorized disclosures of PHI or any damages or potential damages and liability under HIPAA or the HIPAA regulations caused by any violation of this Agreement or other unauthorized use of PHI

4. **Effect of Termination.** Upon termination of this Agreement for any reason, ABI shall return or destroy all PHI received by ABI from Client, or, if applicable, created or received by ABI on behalf of Client, that ABI still maintains in any form, and shall retain no copies of such PHI. If the parties mutually agree that return or destruction is not feasible, this Agreement shall continue to apply to such information and, without limitation to the foregoing, ABI shall extend the protection of this Agreement to such information and limit further use and disclosure of such PHI to this purposes that make the return or destruction of such PHI infeasible

5. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. In the event Client determines that amendment to this Agreement is necessary to comply with HIPAA and the HIPAA Regulations, upon Client's request, ABI agrees to promptly enter into negotiations with Client concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. Notwithstanding any other provision herein, Client may terminate this Agreement, without penalty, upon thirty (30) days written notice in the event: (i) ABI does not promptly enter into negotiations to amend this Agreement when requested by Client pursuant to this Section 5; or (ii) ABI does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Client deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA Regulations or any other applicable laws relating to the security or privacy of PHI.

6. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Client, ABI and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

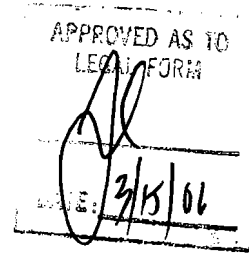
7. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations. To the extent that any term in this Agreement conflicts with any term in any other agreement between Client and ABI, the terms of this Agreement shall prevail.

8. **Notices.** Any notice required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed, or is sent to the parties at the address most recently provided by each party to the other, by United States registered or certified mail. Such notice shall be deemed to be given on the date on which the same is deposited in the United States mail or hand-delivered.

By signing below, the parties hereby mutually agree to the terms of this Agreement

**County of Boone**

By: Keith Schnarre  
Print Name: Keith Schnarre  
Title: Presiding Commissioner  
Date: March 23, 2006



**ARCH BROKERAGE, INC.**

By: Joseph A. Bottani, III  
Print Name: Joseph A. Bottani, III  
Title: President  
Date: 3-6-2006

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned


Term. 2006

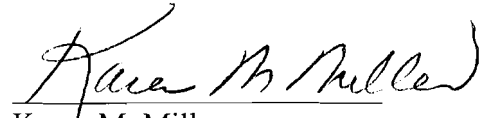
In the County Commission of said county, on the 23<sup>rd</sup> day of March 20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the Subdivision Plat of Prairie Meadow Estates Plat 8. It is further ordered that the Presiding Commissioner be hereby authorized to sign and said plat.

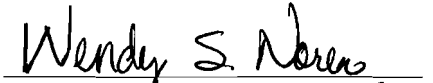
Done this 23<sup>rd</sup> day of March, 2006.

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

112-2006

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STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

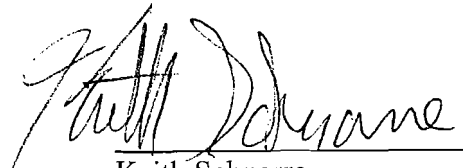
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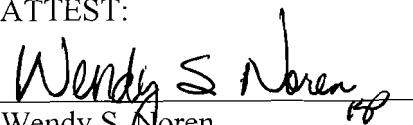
Now on this day the County Commission of the County of Boone does hereby re-appoint Jay Creasy to the Boone County Code Commission for a term expiring 03/31/2008.

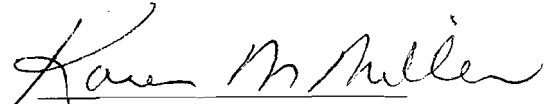
Done this 23<sup>rd</sup> day of March, 2006.



Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

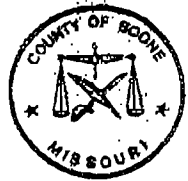


Re-appointment – Jay Creasy  
Boone County Building Code Commission  
Term Expires March 31, 2008

*For Commission Please*

*Thanks!  
Carol*

Boone County, Planning Commissioner  
Boone County, Health Commissioner  
Boone County, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65203  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymissouri.gov

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Building Code Commission Term: 2yr  
Current Township: Columbia Today's Date: March 1, 2006

Name: JAY CREASY

Home Address: All West Rollins Road Zip Code: 65203

Business Address: 911 West Rollins Road Zip Code: 65203

Home Phone: 573-442-8882 Work Phone: 573-874-1234  
Cell: 573-441-8910 E-mail: benchmarkj@hotmail.com

Qualifications: I own a home inspection business which serves all of Boone County. Although I do not reference code during inspections I am aware of their importance. I am in business with new and existing homes all year which makes me familiar with good and bad building practices.

Community Service: Boone County Optimist, Youth soccer and baseball coach, Lions Club President, Columbia Building Codes Commission

References: Kevin Grane  
Doug Steinhoff 443-0612

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Jay Creasy  
Applicant Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 245  
Columbia, MO 65201  
Fax: 573-886-4311

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 2006

In the County Commission of said county, on the

23<sup>rd</sup>

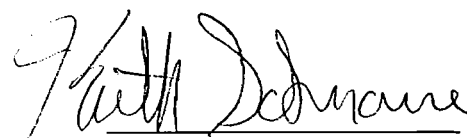
day of March

20 06

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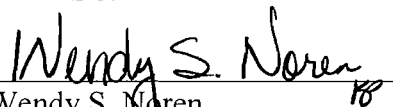
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds, Courtyard Square, Chambers, Chambers Atrium, Room 220, Room 208 and Room 139 on September 23-24, 2006 for the Columbia Festival of the Arts. It is further ordered that the Presiding Commissioner be hereby authorized to sign and said application.

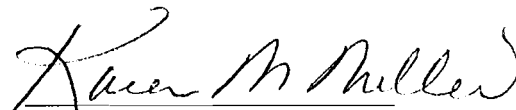
Done this 23<sup>rd</sup> day of March, 2006.



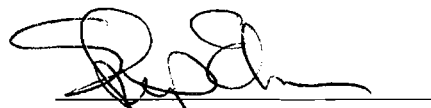
Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

Keith Schmarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



43-2006  
Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Columbia Festival of the Arts

Date(s) of Use: September 23-24, 2006

Time of Use: From: 6 a.m. Sat. 8 p.m. thru 8 p.m. Sun. a.m./p.m.

Facility requested:  Courthouse Grounds  -  Courtyard Squares  -  Chambers  -  Chambers Atrium  -  Rm220  -  Rm208  -  Rm139

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: City of Columbia Office of Cultural Affairs

Organization Representative/Title: KAY Kjeland, Cultural Program Specialist

Address/Phone Number: 13 N 8th St., Columbia 573-874-6387

Date of Application: March 20, 2006

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

County Clerk

County Commissioner

DATE:

COPY