

# **GEORGIA, Murray County**

## **MINUTES**

**The Murray County Commissioner held a public meeting Tuesday, July 1, 2014 at 9:00 a.m. in the hearing room of the Murray County Courthouse Annex.**

**Commissioner Pittman called the meeting to order and welcomed those in attendance.**

**By signature and execution the minutes of June, 2014 were approved.**

**Under new business the following items were addressed and approved.**

**A. Approval of the Murray County Land Use and Development Planning Commission meeting minutes**



**MURRAY COUNTY LAND USE  
PLANNING COMMISSION**

P.O. Box 1129 / 121 N. 4th Avenue, Chatsworth, Georgia 30705

Telephone (706) 517-1400 Fax (706) 517-5893

[mcldo@windstream.net](mailto:mcldo@windstream.net)

Murray County

Land Use Planning Commission

June 19, 2014

**Board Members Present:**

Terry Wilson  
Steve Anglea  
David McDaniel  
Edward Dunn

**Land Use Office:**

Dick Barnes  
Nancy Young

The meeting was called to order by Chairman Steve Anglea.

First order of business, David McDaniel made a motion to approve the agenda with changes, item 1 and item 2 to be reversed, 2<sup>nd</sup> by Terry Wilson, all in favor, none opposed, motion carried.

Approval of the minutes, Edward Dunn made a motion to approve the minutes, 2<sup>nd</sup> by David McDaniel, all in favor, none opposed, motion carried.

No old business

New business: Chairman Anglea read rules of order and opened the public portion of the meeting.

Item 1. Re/Classification of property from HC, MHP TO HC, MHP and MFR, owned by Richard Crowley in land lot 99 district 9 of Murray County, being 51.09 acres, addressed as 4156 Hwy. 225 N. Dick Barnes said the request was in order for hearing and he does recommend approval. The property is being used as a mobile home park and Mr. Crowley would like to build efficiency apartments on 1 to 2 acres. Nancy Young said all notices had been sent. No one present for or against the request. Public portion of the hearing closed for board discussion. Edward Dunn made a motion to approve the request, 2<sup>nd</sup> by David McDaniel, all in favor, none opposed, motion carried.

Item 2. Re/Classification of Property owned by Brian Dunn from SR to AG in land lot 309 district 10 of Murray County being 22.32 acres and addressed on Hooker Road. Dick Barnes said the request is in order for granting and the property is vacant at present but will be added to 13.41 acres Mr. Dunn owns that already has chicken houses, he recommends approval if all buffer requirements and set back regulations are met. Nancy Young said all notices have been sent to adjacent property owners. Mr. Dunn told the board that he would like to build 4 more chicken houses and fence in the rest of the property for a few cows. Several people were present for the request, Ken Pritchitt Hwy 411 N, would like to see the property rezoned and Mr. Dunn able to build more chicken houses. Karen Dunn also spoke in favor of the rezone. There were several also against the proposed request: Mike Mathis 5747 Hwy. 411 N says he can't go outside for the smell and his property value has gone down because of the chicken houses. Vickie Jones, 5581 Hwy. 411 N says smell is awful and does not want any more chicken houses in her area. Carol Miles 5577 Hwy. 411 N says she can't go outside for the smell and her mother is sick and can't go outside. Jason Hooker 588 Hooker road says smell is bad and bugs are horrible and there is a spot in the road that is bad and he knows its from heavy trucks going in and out of the chicken houses. Chris Whisnot says he has a \$300,000 house and he does not want any more chicken houses in the

area. Lynn Hulett of Hooker road says the smell is bad and she does not want any more chicken houses in her area. Mr. Dunn said that he worked in the houses everyday and the smell doesn't affect his breathing. The public portion of the hearing closed for board discussion. Edward Dunn commented that he had had 2 phone calls today about the request and they were for the rezone. Board discussed the barriers for any type of new construction. Barnes said he thinks Mr. Dunn can get 4 more houses on the property. David McDaniel made a motion to approve as long as all buffer requirements and set back regulations are adhered to. Terry Wilson 2<sup>nd</sup> the motion, all in favor, none opposed, motion carried.

Item 3. Ordinance Amendment....Half Way House.....1<sup>st</sup>. definition of half way house, 2<sup>nd</sup>. correction, 3<sup>rd</sup>. general condition

Page 2, another correction, evergreen said 6" high change to 6'  
Conditional Use in both MFR and HC  
Treatment facility.....transitional type facility

David McDaniel made a motion to approve with the addition of NC added to the MFR and HC, Edward Dunn 2<sup>nd</sup>. the motion, all in favor, none opposed, motion carried.

David McDaniel made a motion to adjourn, 2<sup>nd</sup>. by Edward Dunn, all in favor, none opposed, meeting adjourned.

Respectfully Submitted  
Nancy Young

**B. Amendment: Murray County Code – Appendix B – Articles 3, 4, 6, and 9 – Sections 4.12, 4.13, 6.4, and 9.1 re: Halfway House/Rehabilitation Center**

AMENDMENT  
TO  
THE CODE OF MURRAY COUNTY

STATE OF GEORGIA

COUNTY OF MURRAY

WHEREAS, the Commissioner of Murray County has determined that it is in the best interest of the public to amend The Code of Murray County, and

WHEREAS, the Commissioner of Murray County finds such amendments to be useful, necessary, and proper, and protective of the environment, and the health, welfare, and safety of the public, and

NOW THEREFORE BE IT SO RESOLVED, by the Murray County Commissioner, that The Code of Murray County be amended as follows:

Under Appendix B, Zoning, Article 3, Definitions, add Halfway House/Rehabilitation Center, alphabetically to read as follows:

**Halfway House/Rehabilitation Center:** A building for temporary residence by non-related persons, who are recovering from alcohol abuse or other chemical-based substances, or transitional or conditional release from a correctional facility, or in lieu of incarceration by court order, with one or more surrogate parents that provide services that may include room, meals, supervision, rehabilitation, drug testing and counseling to enable residents to move back into society and live independently.

Under Appendix B, Zoning, Article 4, General Provisions, Delete Section 4.12, Reserved, in its entirety and replace it with Section 4.12, Use of Fences, to read as follows:

**[Sec.] 4.12. Use of Fences**

With the exception of the Agriculture Zone District, the use of agriculture type fencing is prohibited in all other zone districts, except when approved in conjunction with a conditional use as outlined in the Murray County Land Use Standards and Procedures Ordinance

Under Appendix B, Zoning, Article 4, General Provisions, add Section 4.13, Halfway House/Rehabilitation Center, to read as follows:

**[Sec.] 4.13 Halfway House/Rehabilitation Center.** In compliance with O.C.G.A. 36-66-4, any such halfway house, drug rehabilitation center, or other such facility for the treatment of drug dependency, location or relocation, shall require a public hearing at least six (6) months and not more than nine (9) months prior to the date of final action on any zoning decision (ie. rezoning, annexation, or conditional use review). A sign posted on the subject property and a published notice shall contain a prominent statement that the proposed zoning decision relates to or will relocate a halfway house, drug rehabilitation center, or other facility for the treatment of drug dependency. The above public hearing is in addition to the public hearing that may be required nearest to making a zoning decision per the requirements of Appendix B, Land Use Procedures and Standards Ordinance, of The Code of Murray County. The latter posted and published notices shall appear at least fifteen (15) days and not more than forty-five (45) days prior to the date of this public hearing. In either public hearing, the published notice shall be at least six (6) column inches in size and shall not be located in the classified advertising section of the newspaper.



Under Appendix B, Zoning, Article 7, **Buffer Requirements**, Section 7.3, Screening Standards, Illustration of Trees and Large Shrubs for Screening, shall be deleted and replaced with the following illustration:

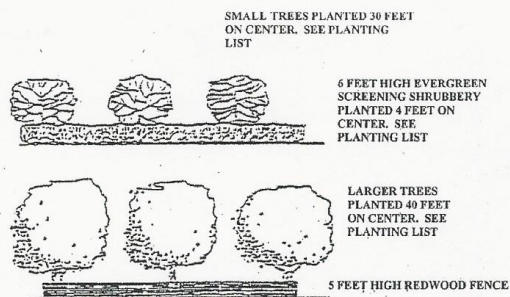


Illustration of Shrubs, Small Trees and Large Trees Plantings

Under Appendix B, Zoning, Article 6, **Table 6.4** shall be amended to include the following use in the **HC districts**, and denoted by the letter "x":

Halfway House/Rehabilitation Center (See Section 4.13)

Under Appendix B, Zoning, Article 9, Off Street Parking and Loading, **Table 9.1**, Minimum Off Street Parking Requirements By Uses, Public/Institutional, add, **Halfway House/Rehabilitation Center**, to read as follows:

1 per employee plus 1 per 3 beds.

SO ORDAINED AND EFFECTIVE, this the 1st day of July, 201<sup>4</sup> 2

By: Brittany Pittman,  
Brittany Pittman, Sole Commissioner

Attest: Tommy Parker,  
Tommy Parker, Clerk

**C. Contract: Administrative Solutions to provide administration of Inmate Health Plan  
- \$18,642**

**ADMINISTRATIVE SERVICES AGREEMENT**

This agreement, effective the 1st day of July 1, 2014 is by and between Murray County Commissioner in its capacity of Sponsor and Plan Administrator of the Murray County Jail Inmate Medical Program (hereinafter called the "Plan") and Administrative Solutions, Inc. (hereinafter called "ASI").

**WITNESSETH**

WHEREAS, Murray County Board of Commissioners (hereinafter called the "Sponsor or Plan Administrator") has established the Plan providing means by which eligible inmates of the Sponsor secure benefits as set forth in the Plan; and

WHEREAS, the Plan Administrator is given the authority under the Plan to appoint agents and representatives to act on its behalf, and to delegate to such agents or representatives any part or all of the functions of the Plan Administrator; and

WHEREAS, the Plan Administrator desires to employ ASI and ASI desires to be employed by the Plan Administrator, on the terms and conditions hereinafter set forth, to perform the ministerial services and duties set forth herein; and

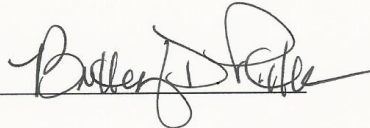
WHEREAS, the Sponsor consents to the employment of ASI, on the terms and conditions hereinafter set forth, to perform the administrative services and duties set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section I  
Duties of ASI**

1. ASI, within the scope of its professional ability and its employment under this Agreement, shall assist the Sponsor and the Plan Administrator in the administration of the Plan as it may be requested and authorized from time to time.
2. ASI is authorized to do all things it deems necessary or convenient to carry out the terms and purposes of this Agreement, including the execution of pertinent and relative documents in the name of the Plan and/or the Sponsor.
3. ASI shall have the responsibility for processing benefits under the Plan and for arranging for the payment thereof from funds available to the Plan by issuing a check upon the Plan account. ASI shall honor any assignment of benefits of a person or institution which is a proper and qualified assignee under the terms of the Plan.
4. Final authority in determining whether any benefit is payable under the terms of the Plan is with the Plan Administrator on behalf of the Plan or the Sponsor, as the case may be. The Plan account may or may not be payable through a trust.
5. The services of the entire organization and personnel of ASI are available for the performance of its duties and responsibility pursuant to this Agreement.
6. ASI may pay from the Plan account any or all of the expenses of operation of the Plan incurred pursuant to the performance of this Agreement. The Sponsor may elect to make certain payments directly from the Sponsor's funds. ASI charges may be treated as Plan expenses.
7. ASI, subject to prior written application by the Sponsor, may arrange for the purchase of insurance policies to provide any of the benefits provided for in the Plan and this Agreement. ASI shall maintain this insurance in force as directed by the Sponsor, provided sufficient funds shall be made available by the Sponsor for the payment of premiums and the Sponsor shall comply with the terms of the insurance policy.

Plan Administrator/Sponsor



ASI

**Administrative Services Agreement**  
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8. To the extent of information available to ASI and within the scope of its professional ability, ASI shall assist the Sponsor and the Plan Administrator in the preparation and filing of any report, returns and similar paper required by any local political subdivision, state or the federal government pertaining to the operation or management of the Plan.
9. ASI shall render to the Plan Administrator, or its appointed official, monthly reports, which shall include disbursements made by ASI from the Plan account.
10. ASI shall maintain a fidelity bond covering ASI and any of its employees who may collect, disburse, or otherwise handle or have possession of any funds of the Plan or who may have the authority to authorize or handle disbursements or payments on behalf of the Plan.

**Section II**  
**Procedure for Obtaining Plan Benefits**

1. Application for benefits from the Plan shall be made upon the form or forms provided by ASI. The County shall fully and truthfully complete such application of benefits and shall supply such pertinent information from personal or professional sources as may be required by ASI.
2.
  - a. ASI shall accept any application for benefits made in the appropriate manner. After an investigation, which includes the verification of the statements contained in the application, as ASI deems appropriate, the eligibility of that participant for benefits will be made. If the facts stated in such application entitle the participant in accordance with the terms and provisions of the Plan to receive payment for benefits from the Plan, ASI shall forthwith arrange for the proper payment from the Plan. If ASI finds that the participant may be, but is not clearly entitled to benefits under the Plan, the application shall be questioned and a copy referred to the Plan Administrator.
  - b. If ASI finds that the covered inmate may not be entitled to benefits under the Plan, the application shall be denied or questioned and a copy referred to the Plan Administrator. The Plan Administrator shall make the final decision as to payment or denial on all applications for benefits. Any decision made to pay any claim does not guarantee that the payment will be applied to any per claim or aggregate deductible or loss fund provided for in any stop-loss or excess insurance policy.
3. ASI's determination and any determination by the Plan Administrator upon referral and review shall be in accordance with the requirements of this Section.
  - a. A participant or beneficiary of a participant (hereinafter referred to below as a "Claimant") may make a request for a Plan benefit only through the Sheriff's Department of Murray County or the Plan Administrator.
  - b. If a claim is denied in whole or in part, the Claimant may request a review of the denial only through the Sheriff's Department of Murray County or the Plan Administrator.
  - c. The Plan Administrator shall promptly review the claim denial upon receipt of a request for review. Upon ASI's receipt of a notice for request for review of a claim denial, it shall, promptly forward to the Plan Administrator all documents and papers in its possession relating to that claim.
4. If, after review, the Plan Administrator directs that claim payment be made to, or on behalf of a Claimant, irrespective of ASI's determination that the person is not entitled to benefits, ASI shall make payment of the claim upon receipt of written authorization from the Plan Administrator.

Plan Administrator/Sponsor \_\_\_\_\_



ASI \_\_\_\_\_



5. It is understood that the ultimate responsibility for determining entitlement to Plan benefits rests with the Plan Administrator. ASI and its agents and employees shall not be liable for any failure or refusal by it to pay or honor any application for benefits made. ASI and its agents and employees shall not be liable for any failure or refusal by the Plan Administrator to pay or honor any application for benefits under the Plan made pursuant to this Agreement. Further, ASI and its agents and employees shall be indemnified and held harmless by the Plan Administrator and the Sponsor against any expense, loss, damage, or legal fees incurred by ASI or its agents or employees as a result of any claims or demands asserted against ASI or its agents or employees alone or together with others including the Plan Administrator, the Sponsor or the Plan arising out of or in connection with such failure or refusal to pay or honor an application for benefits.

**Section III**  
**Compensation of ASI**

1. ASI shall be entitled to an initial fee of \$.00, and a monthly fee, payable to ASI by the Plan Administrator by the tenth day of each month equal to \$11.95 for each covered inmate in the Plan at the beginning of such month; provided, however, that this monthly fee shall be subject to change on (a) the implementation date of any changes in the Plan that would increase ASI's cost of providing its services, or (b) any date that increased expenses are incurred by ASI because of legal or regulatory changes imposed by any governmental entity. Should this monthly fee not be received by ASI by the last day of the month, ASI's obligation under this Agreement will terminate as of the first day of the month for which payment has not been received. Reinstatement will be considered, subject to a reinstatement fee of \$250.00.
2. If a participant in the Plan receives services from a provider who is not part of the approved network of providers under the Plan, and ASI is able to negotiate a lower charge for the services from the non-network provider, ASI shall receive 10% of the amount of the savings to the Plan from the negotiated reduction in the charge.

**Section IV**  
**Sponsor and the Plan Administrator**

1. If requested, the Plan Administrator shall provide ASI with a complete listing of all inmates of the Sponsor who are eligible for benefits from the Plan as of the effective date of the Agreement. Thereafter, the Sponsor shall notify ASI of all changes in participation whether by reason of an addition, termination, change in classification, or by any other reason. The Plan Administrator and the Sponsor hereby agree to indemnify and hold harmless ASI and its agents and employees against all claims, damages, losses and expenses, including attorney fees, arising out of, or resulting from the failure of the Sponsor to provide ASI with prompt notification of inmate terminations.
2. The Sponsor, upon notice from ASI shall pay to the Plan in the manner provided in this agreement, any deficiencies in the Plan which the Sponsor is obligated to pay under the terms of the Plan.
3. The Plan Administrator shall assist in the enrollment of the inmates in the Plan, cooperate with ASI with regard to proper settlement of claims, and transmit any inquiries pertaining to the Plan to ASI. The Plan Administrator shall maintain a supply of forms, and other necessary documents, and shall distribute or make available such documents to the Sheriff's department.
4. The Plan Administrator shall provide all materials and documents, application and notice forms, as may from time to time be determined by ASI to be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing laws.
5. The Plan Administrator on behalf of the Plan or the Sponsor, as the case may be, shall be responsible for the payment of any premiums and premium taxes on a reinsurance policy or policies issued to the Sponsor in connection with the Plan.

Plan Administrator/Sponsor



ASI \_\_\_\_\_



6. The Plan Administrator on behalf of the Plan or the Sponsor, as the case may be, shall be responsible for the payment of any expenses for Large Case Management fees, hospital audit fees, or any other fees charged by a vendor on behalf of the Plan and shall reimburse ASI for any such expense and fees paid by ASI on behalf of the Plan.

**Section V**  
**Term**

This Agreement shall be effective from July 1, 2014, as specified above until June 30, 2015 or terminated in accordance with Section VI of this agreement.

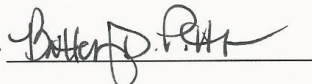
**Section VI**  
**Termination**

1. This Agreement may be terminated by either the Plan Administrator or ASI by written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in a written notice, which shall not be less than sixty (60) days from the date of such notice; provided, however, in the event ASI is not paid the monthly service fee, this Agreement may be terminated by ASI pursuant to the terms set forth in Section III of this Agreement.
2. All obligations of ASI with respect to payment of benefits, costs, fees and premiums from the Plan will be terminated and extinguished on the effective date of termination irrespective of the date such obligations arose. ASI shall be entitled to receive the monthly service fee calculated in the manner specified in the Agreement or an amendment hereto through the effective date of termination; provided, however, if the Sponsor terminates this Agreement effective on or prior to the end of the fifth month from the effective date, ASI shall be paid an amount equal to six (6) times the monthly service fee, less any monthly service fee amount paid prior to such termination.
3. Upon termination by either party, ASI within sixty (60) days after the date of termination, shall prepare and deliver a complete and final accounting with respect to those items which are supervised by it under this Agreement, and a report of the financial status of the Plan to the Plan Administrator as of the date of termination together with all books and records in its possession and control pertaining to the administration of the Plan, all claim files, and all reports and other papers pertaining thereto, and shall deliver any funds of the Plan in its possession or control to the Plan Administrator or its order.

**VII**  
**Miscellaneous Provisions**

1. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
2. Upon the failure of the Sponsor or Plan Administrator to pay any fees or expenses charged by or reimbursable to ASI within ten (10) days of written demand or payment, the Sponsor or Plan Administrator, as appropriate, shall pay interest on the amount outstanding at the rate of 15% per annum, compounded monthly from the date of original invoice, and shall reimburse ASI for any attorney's fees, court cost, or other cost of collection.
3. ASI is expressly indemnified and held harmless by the Plan Administrator, the Sponsor and/or the Plan for any Federal, state or local taxes or assessments levied on or against the Plan except for taxes or assessments resulting from any grossly negligent act or failure to act on the part of ASI.

Plan Administrator/Sponsor



ASI

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**Administrative Services Agreement**  
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4. Except for its gross negligence or willful misconduct, ASI and its agents and employees shall incur no liability to the Plan Administrator and/or the Sponsor (or to the employees of the Sponsor) for any act or failure to act not connected with its obligations as provided in this Agreement, nor for the financial inability of the Plan to pay claims in accordance with the terms of this Agreement and the Plan, and the Plan Administrator on behalf of the Sponsor and the Sponsor agree to hold ASI and its agents and employees harmless from and indemnify them against any claims and all costs and expenses or fees incurred in connection therewith.
5. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.
6. This Agreement may not be amended, modified or changed except by a writing signed by all parties hereto; provided, however, that this Agreement may not be amended to reduce any benefits which might be paid for any claim arising prior to such amendment or to in any way prejudice such a claim.
7. All notices or other communications required or permitted to be made under this agreement shall be given in writing and shall either be delivered by hand or mailed first class, postage pre-paid to the parties specified in this Agreement at the address set forth below or such other address as may be specified in a notice given in accordance with the provisions of this paragraph:

**If To The Sponsor or Plan Administrator:**

**Murray County Commissioners Office  
121 North 4<sup>th</sup> Ave.  
Chatsworth, GA 30705**

**If To ASI**

**Janie Floyd  
Administrative Solutions, Inc.  
11373 South Bridge Pkwy. #B  
Alpharetta, GA 30022**

8. This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous Agreements, understandings, promises and representations, whether written or oral with respect thereto.
9. Persons executing this Agreement on behalf of entities which are not natural persons thereby represent and warrant that they are authorized to execute this Agreement on behalf of the specified entities and to contractually bind those entities by such execution.
10. This Agreement shall be interpreted in accordance with the laws of the state of Georgia, to the extent those laws have not been preempted by Federal Law.

**IN WITNESS WHEREOF, the Plan Administrator/Sponsor and ASI have executed this Agreement this**  
\_\_\_\_\_ day of \_\_\_\_\_ 2014.

**ADMINISTRATIVE SOLUTIONS, INC.**

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

**Its: President**

**MURRAY COUNTY COMMISSIONER**

**By:** Billie J. Pittman

**Its:** \_\_\_\_\_



**D. Contract: HCC Life Insurance Company – Stop Loss Coverage for county inmates - \$31,512**

STOP LOSS INSURANCE  
**HCC LIFE INSURANCE COMPANY**  
Three Town Park Commons, 225 TownPark Drive, Suite 350  
Kennesaw, Georgia 30144 (800 447-0460)

APPLICATION

1. Full Legal Name of Applicant and Address <b>Murray County Jail</b> <b>121 North 4th Avenue</b> <b>Chatsworth, GA 30705</b> Telephone No.:	2. Applicant is a (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Labor Union <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> PEO <input type="checkbox"/> Partnership <input type="checkbox"/> MEWA Other: <b>Government</b>
3. Contract Period: <b>Effective Date: 07/01/2014</b>	<b>Expiration Date: 06/30/2015</b>
4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage:	
Address of Affiliates or Subsidiaries: <input type="checkbox"/> None <input type="checkbox"/> See attached listing	
5. Nature of Business of the Applicant to be Insured: <b>Public Order &amp; Safety, NEC</b>	6. Key Contact Person at Applicant:
7. Enter full name of the Employee Benefit Plan(s): <b>Murray County Jail Inmate Medical Program</b> A signed copy of such Employee Benefit Plan(s) must be attached and will form part of this contract.	
8. Name and Address of Plan Supervisor: <b>Administrative Solutions, Inc. P.O. Box 2490 Alpharetta, GA 30023-249</b>	
9. Agent of Record: <b>Administrative Solutions, Inc.</b>	
10. Estimated Initial Enrollment: <b>Composite: 110 Total Covered Units: 110</b>	
11. Retirees Covered: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
12. The Utilization Review vendor will be: <b>Hines &amp; Associates</b>	
13. Deposit Premium (Minimum of first month's estimated premium): <b>\$ 1,999.80</b> Please review the deposit premium on the Monthly Premium Accounting Worksheet.	
14. <b>SPECIFIC STOP LOSS INSURANCE:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked): <input checked="" type="checkbox"/> Medical <input type="checkbox"/> Prescription Drug Card <input type="checkbox"/> Prescription Drugs Under Medical <input type="checkbox"/> Other:	
B. Specific Deductible in each Contract Period per Covered Person: <b>\$30,000</b>	
C. Contract Basis: <b>12/15</b> <b>Covered Expenses Incurred from 07/01/2014 through 06/30/2015, and Paid from 07/01/2014 through 09/30/2015.</b>	
D. Unlimited Specific Lifetime Reimbursement Maximum per Covered Person Specific Contract Period Reimbursement Maximum per Covered Person: <b>Unlimited</b>	
E. Separate Individual Specific Deductible: <b>None</b>	
F. Monthly Specific Premium Rates: <b>Composite: \$18.18</b>	
G. Specific Percentage Reimbursable <b>100%</b>	
H. Specific Terminal Liability Option: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specific Terminal Liability Option premium per Covered Person per month:	

**15. AGGREGATE STOP LOSS INSURANCE:**

☐ Yes ☒ No

A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):  
☐ Medical ☐ Dental ☐ Weekly Income ☐ Vision ☐ Prescription Drug Card ☐ Prescription Drugs under Medical ☐ Other:

B. Minimum Annual Aggregate Deductible: \$  
 (Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis:

D. Aggregate Contract Period Reimbursement Maximum: \$

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single						
Employee + Child						

F. Aggregate Percentage Reimbursable %

G. Loss Limit: \$  
 For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option: ☐ Yes ☐ No

I. Aggregate Terminal Liability Option: ☐ Yes ☐ No

J. Aggregate Premium:

1. ☐ Annual Premium payable in advance for Contract Period:
2. ☐ Monthly Premium rate per Covered Unit:
3. ☐ Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
4. ☐ Aggregate Terminal Liability Option premium per Covered Unit per month:



**SPECIAL RISK LIMITATIONS are stated on the Addendum to Application (if applicable).**

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Plan Supervisor retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, and is subject to approval by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Employee Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Employee Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Employee Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

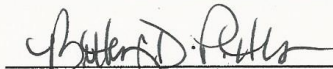
Full Legal Name of Applicant:

Applicant's Federal Tax I.D. Number:

**Murray County Jail**

**586000868**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



Officer / Partner Signature (print name)

Licensed Agent Signature (print name)

**For HCC Life Insurance Company Office Use Only: ACCEPTANCE**

Accepted on behalf of the Company, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

Policy No.: \_\_\_\_\_

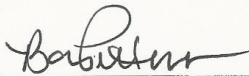
STOP LOSS INSURANCE  
HCC LIFE INSURANCE COMPANY  
ADDENDUM TO APPLICATION

Full Legal Name of Applicant: Murray County Jail

Effective Date: 07/01/2014

SPECIAL RISK LIMITATIONS:

Rates are based on the Plan Document including strong COB wording. In addition, the Plan shall be reimbursed for any claims that the County is reimbursed for from a State or Federal level. No coverage for AIDS/HIV is included under the stop loss contract.



Officer/Partner Signature

\_\_\_\_\_  
Licensed Agent Signature

[7040569]

**HCC LIFE INSURANCE COMPANY**  
**STOP LOSS POLICY**  
**INMATE MEDICAL PROGRAM ENDORSEMENT**

Policy Number: HCL17193

Endorsement Number: 1

Policyholder: Murray County Jail

Effective: 07/01/2014

You and We agree that above policy is amended as follows:

ARTICLE I, DEFINITIONS, is hereby amended as follows:

The following definitions are hereby removed from the Policy:

1. COBRA BENEFICIARY
2. COVERED FAMILY
3. SPECIFIC FAMILY DEDUCTIBLE

The following definitions are hereby amended to read as follows:

**COVERED PERSON.** If so indicated on the Application, an inmate covered under the Inmate Medical Program.

**EMPLOYEE BENEFIT PLAN.** The medical benefits You have agreed to provide under a plan of benefits for Covered Persons under the Inmate Medical Program. All references in the Policy to Employee Benefit Plan should be interpreted to mean the Inmate Medical Program.

The definition of PLAN BENEFITS is hereby amended by the addition of the following:

4. Incurred after the Covered Person is officially in the custody and control of the City, County or State jail or correctional facility

ARTICLE II, SPECIFIC STOP LOSS INSURANCE, is hereby amended by the addition of the following:

- G. We will not reimburse You for Plan Benefits Incurred prior to the Covered Person being officially delivered into the care, custody and control of the City, County or State jail or correctional facility.

ARTICLE IV, CLAIMS UNDER THE POLICY, Paragraph A.2.b. is hereby amended to read as follows:

- b. The Covered Person's incarceration date and the original effective of his/her coverage date, and

ARTICLE V - LIMITATIONS OF COVERAGE, Paragraphs B and C are hereby removed from the Policy.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Murray County Jail  
Full Legal Name of Applicant/Policyholder

\_\_\_\_\_  
Signed At/Dated Signed

William D. P. P. P.  
Officer/Partner Signature (print name)

\_\_\_\_\_  
Witnessed (Licensed Agent) Signature

FOR HCC LIFE INSURANCE COMPANY USE ONLY:

ACCEPTANCE

Accepted on behalf of the Company, this \_\_\_\_\_ day of \_\_\_\_\_.

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

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



## BUSINESS ASSOCIATE AGREEMENT FORM

### Part I - Preamble

- A. **Effective Date:** The effective date of this Business Associate Agreement ("Agreement") is 07/01/2014.
- B. **Parties:** The parties to this Agreement are Murray County Jail Inmate Medical Program, ("Covered Entity"), and HCC Life Insurance Company ("HCC Life" and "Business Associate"), an Indiana corporation. HCC Life is a stop loss insurance carrier and all references in this agreement to "stop loss insurance carrier" refer to HCC Life. For purposes of this Agreement, HCC Life is a business associate (as defined in the HIPAA Rules as defined below) of Covered Entity. Covered Entity and Business Associate agree that there shall be no third party beneficiaries to this Agreement, including but not limited to individuals whose Protected Health Information (defined below) is created, received, used, and/or disclosed by Business Associate in its role as business associate.
- C. **Purpose:** The parties intend that this Agreement comply with the business associate agreement requirements set forth in HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, Subparts A and E, ("Privacy Standards"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and C ("Security Standards"), and the HIPAA Breach Notification Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and D ("Breach Notification Rule"), as amended from time to time (collectively, the "HIPAA Rules").
- D. In connection with the Business Associate's creation, receipt, use, and/or disclosure of Protected Health Information, the parties agree as follows.

### Part II - General Terminology

- A. The following terms shall have the same meaning in this Agreement as is set forth in the HIPAA Rules: breach, data aggregation, designated record set, individual, required by law, Secretary, security incident and unsecured protected health information. Protected Health Information ("PHI") shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but limited to the information created or received by Business Associate from, or on behalf of, Covered Entity.
- B. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules, as may be expressly amended from time to time by the U.S. Department of Health and Human Services ("HHS") or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- C. Where there are provisions in this Agreement additional to those mandated by the HIPAA Rules, but which are not prohibited by the HIPAA Rules, the provisions of this Agreement will apply.

### Part III - Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise provided in this Agreement, Business Associate may receive, use, disclose or maintain PHI on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the HIPAA Rules if done by Covered Entity: (1) those functions, activities, and/or services as are identified in the Stop Loss Policy between the Covered Entity and the Business Associate and/or (2) those functions, activities, and/or services provided by Business Associate in connection with application and underwriting processes.

- B. As part of its providing functions, activities, and/or services to Covered Entity as identified in Part III.A., Business Associate may disclose information, including PHI, to other business associates of Covered Entity and may use and disclose information, including PHI, received from other business associates of Covered Entity as if this information was received from, or originated with, Covered Entity.
- C. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
- D. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- E. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- F. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by the HIPAA Rules.
- H. Business Associate agrees that it will enter into a written agreement with all subcontractors of Business Associate that: (i) applies the same restrictions and conditions of this Agreement to the subcontractor's disclosure, receipt, maintenance, transmission or use of PHI; (ii) complies with the terms of the HIPAA Rules; (iii) requires the subcontractor to notify Business Associate, who shall in turn promptly notify Covered Entity, of any security incident, breach or other impermissible use or disclosure of PHI that the subcontractor becomes aware of; and (iv) notifies such subcontractors that they will incur liability under the HIPAA Rules for non-compliance with such provisions.
- I. If Business Associate becomes aware of any use or disclosure of PHI that is not provided for in this Agreement, Business Associate will report that use or disclosure to Covered Entity as soon as reasonably possible. If Business Associate becomes aware of any security incident concerning electronic PHI, Business Associate will report that incident to Covered Entity as soon as reasonably possible.
- J. Business Associate agrees, at the written request of Covered Entity, to provide access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate may require Covered Entity to pay certain fees, as delineated in 45 C.F.R. § 164.524(c)(4), for it to provide copies or summaries of PHI.
- K. Upon receiving written notification from Covered Entity that it has directed or agreed, pursuant to 45 C.F.R. § 164.526, to amend PHI, Business Associate agrees to make PHI available for amendment and incorporate any such amendments to PHI as directed by Covered Entity.
- L. In accordance with 45 C.F.R. § 164.528, Business Associate will retain and make available to Covered Entity, upon written request, the information required by Covered Entity to provide an accounting of disclosures, if so requested by an individual.



- M. For the purpose of the Secretary determining Covered Entity's compliance with the HIPAA Rules, Business Associate shall make available to the Secretary the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Business Associate by virtue of this provision of the Agreement.
- N. Business Associate agrees to, as soon as practicable, but in no case later than 30 calendar days after the discovery of a breach of unsecured protected health information, notify Covered Entity of such breach. A breach shall be treated as discovered as of the first day on which such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or agent of Business Associate. The notification shall include, to the extent possible, the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the breach. In addition, Business Associate shall provide Covered Entity with any other available information that Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) of the HIPAA Rules.
- O. Business Associate agrees to take commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI.
- P. Except as provided for by the stop loss policy, Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual.

#### **Part IV - Obligations of Covered Entity**

- A. Upon request, Covered Entity shall provide, in a timely manner, Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice.
- B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permissions by the Covered Entity or any individual to use or disclose PHI if such changes, revocations or permissions affect Business Associate's permitted or required uses and disclosures.
- C. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Except for Business Associate's management and administrative activities and data aggregation, Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

#### **Part V - Termination Provisions**

- A. This Agreement shall continue until it is terminated by any of the parties or if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier, the Stop Loss Policy expires without renewal. Any party to this Agreement may terminate this Agreement without the necessity of showing cause by the delivery of a written notice from the terminating party to the other parties. However, if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier, then the termination of this Agreement shall not be effective until either (1) all claims under the Stop Loss Policy are received and processed by Business Associate or (2) the time period delineated in the Stop Loss Policy for claims to be submitted to Business Associate and processed by Business Associate upon the Policy's termination, has expired, whichever event occurs first. If no Stop Loss Policy exists between Covered Entity and the stop loss insurance carrier then the termination is effective ten (10) business days from the date that the party receives such notice. Notwithstanding any other provision of this Agreement, Covered Entity will not

withhold PHI from Business Associate so as to prevent Business Associate from using its usual and routine claims processing procedures to process claims under this section.

- B. If Covered Entity determines that Business Associate has violated a material term of this Agreement then Covered Entity shall inform Business Associate in writing of the violation and Business Associate shall either terminate this Agreement under paragraph Part V.A. or endeavor to cure such violation. If Business Associate endeavors to cure the violation but fails to do so in a reasonable period of time, Covered Entity may terminate this Agreement upon written notice. Such termination shall be effective on the date that Business Associate receives the termination notice from Covered Entity which states that Covered Entity wishes to terminate this Agreement under this provision and states the material term of this Agreement that Covered Entity believes has been violated by Business Associate; however, any amounts due from Covered Entity to Business Associate as of the effective date of the termination continue to be so due.
- C. Subject to the Part V.A. above, if a Stop Loss Policy exists between Covered Entity and the stop loss insurance carrier and such Stop Loss Policy is terminated or expires, this Agreement shall be deemed to have terminated at the same moment the Stop Loss Policy's termination or expiration became effective. Similarly, and subject to Part.V.A. above, if this Agreement is terminated by any party, all other agreements then existing between Business Associate and Covered Entity, unless otherwise agreed to in writing by Business Associate and Covered Entity, are also deemed to have been terminated at the same moment this Agreement's termination became effective. However, in either case, any amounts due from Covered Entity to Business Associate under any such agreements as of the effective date of termination continue to be due.
- D. Upon the termination of this Agreement, Business Associate will, if feasible, return to Covered Entity all PHI or, at its discretion, in the alternative, Business Associate will destroy all PHI. If such return or destruction is not feasible, Business Associate will continue to extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

HCC Life Insurance Company

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

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

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

Murray County Jail Inmate Medical Program

By: Brittany D. Pittman

Printed Name: Brittany D. Pittman

Title: Commissioner

Revised 06/13



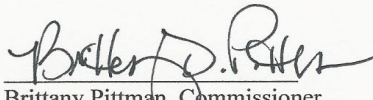
**E. Appointments: Tiffany Longley and Tonja Puryear to Library Board**

Chatsworth-Murray County  
Library Board


Georgia, Murray County

Board Appointment

	<u>Term</u>	<u>Date Appointed</u>
Ms. Tiffany Longley 5226 Hwy 76 Chatsworth, Ga. 30705	July 1, 2014 – June 30, 2018	July 1, 2014

  
Brittany Pittman, Commissioner  
Murray County, Georgia

Attest:

  
Tommy Parker, Interim County Clerk  
Murray County Georgia

Chatsworth-Murray County  
Library Board


Georgia, Murray County

Board Appointment

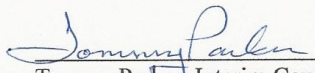
Ms. Tonja Puryear  
211 Emerald Pkwy.  
Chatsworth, Ga. 30705

Term  
July 1, 2014 – June 30, 2018

Date Appointed  
July 1, 2014

  
Brittany Pittman, Commissioner  
Murray County, Georgia

Attest:

  
Tommy Parker, Interim County Clerk  
Murray County Georgia

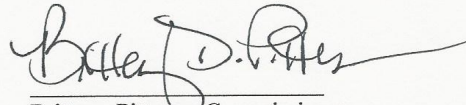
**F. Re-Appointment: Carol Franklin to the Highland Rivers Board of Directors**

Highland Rivers Board of Directors

Georgia, Murray County

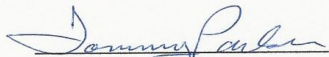
Board Reappointment

	<u>Term</u>	<u>Date Appointed</u>
Ms. Carol Franklin	July 1, 2014 – June 30, 2017	July 1, 2014



Brittany Pittman, Commissioner  
Murray County, Georgia

Attest:



Tommy Parker, Interim County Clerk  
Murray County Georgia



**G. Resolution: To authorize 2014 T.A.N.**

**RESOLUTION  
AUTHORITY TO BORROW OPERATING FUNDS**

**WHEREAS**, under and by virtue of Article IX, Section V, Paragraph 5 of the Constitution of Georgia of 1983, each city, county and political subdivision of the State authorized to levy taxes is given the authority to make temporary loans between January 1, and December 31, in each year upon certain conditions; and

**WHEREAS**, such conditions have been fulfilled by the county as hereinafter appears; and

**WHEREAS**, Murray County has now, no such outstanding temporary loans or renewals thereof made in any prior years; and

**WHEREAS**, under the aforesaid authority, the county may make temporary loans against a line of credit to be established at an amount not to exceed \$2,000,000, which does not exceed seventy-five percent of the total gross income from taxes in the last preceding calendar year; and

**WHEREAS**, Murray County, Georgia has established a budget for the operation of Murray County which will result in needful and necessary expenditures in the total sum of \$15,731,890 which shall require expenditures in advance of the collection of annual ad valorem taxes in 2014, and will result in casual deficiencies of operating funds, and it is necessary that the County make a temporary loan to pay the current year's operating expenses; and

**WHEREAS**, the Commissioner of Murray County constitutes the governing body of said County;


**NOW THEREFORE, BE IT RESOLVED**, that Commissioner Brittany Pittman, or Interim County Manager Tommy Parker are hereby authorized to borrow money on such terms and conditions as deemed best and necessary in order to meet operating expenses incurred by Murray County for the remainder of calendar year 2014.

**BE IT FURTHER RESOLVED that**, said loans shall be re-paid and the line of credit closed on or before December 31, 2014.

This 1<sup>st</sup> day of July, 2014.

  
\_\_\_\_\_  
Brittany Pittman, Commissioner  
Murray County

ATTEST:

  
\_\_\_\_\_  
Tommy Parker, Interim County Clerk

**H. Employee of the Month**

Peggy Smith is the 2014 May Employee of the Month.

**Documents are located in the auxiliary file.**

**ADJOURNMENT:**

**This 4th day of August 2014**

**ATTEST:**

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**Tommy Parker, Interim County Clerk      Brittany Pittman, Commissioner**

**In Attendance: Brittany Pittman, Tommy Parker, Matthew Sanford, Hannah Stanley, Frank Adams, Edward Dunn, Jim Bartley, Dianne Davis, Steve Anglea, Lori Harrison, Gary Langford, Anthony Pittman, Donna Flood, and Peggy Smith.**