**128TH SESSION OF THE BOARD OF COMMISSIONERS OF BUTTS COUNTY**
**2025-2026 TERM**
**DOCKET OF THE MEETING FOR MAY 11, 2026**

| SECTION 1: | WORKSHOP (5:30 PM) | PRESENTING |
|---|---|---|
| ☐ WS (A) | Consent \| Business Associate Agreement EMS Billing LLC | Wesley Johnston |

| SECTION 2: | PRELIMINARIES (6:00 PM) | PRESENTING |
|---|---|---|
| Call to Order \| Welcome \| Invocation \| Pledge | | Board Chairman |
| Approval of Docket \| Approval of Minutes | | Board Chairman |
| ☐ 2026-05-003 | Service Recognition | Sharon Robinson |

| SECTION 3: | NEW BUSINESS PRESENTATIONS | PRESENTING |
|---|---|---|
| ☐ 2026-05-004 | Consent Agenda | Board Chairman |
| ☐ 2026-05-005 | Deputy Manager Report \| Operations | Michael Brewer |
| ☐ 2026-05-006 | Manager Report \| Updates & Activities | Brad Johnson |

| SECTION 4: | CONCLUDING BUSINESS | PRESENTING |
|---|---|---|
| ☐ 2026-05-007 | Executive Session | Board Chairman |
| ☐ 2026-05-008 | Attorney Summary \| Adjournment | Board Chairman |
| ☐ | Packet File | |

**INSTRUCTIONS: THIS FORM SHOULD BE FILLED OUT BY THE DEPARTMENT HEAD WHO IS RESPONSIBLE FOR ALL INFORMATON THROUGH SECTION 440-A AND 440-B, AND SUBMITTED TO THE BOC OFFICE FOR PROCESSING. INCOMPLETE FORMS OR REQUESTS THAT ARE UNCLEAR MAY RESULT IN UNAVOIDABLE DELAYS IN SCHEDULING OR COMPLETION. ALL SUPPORTING DOCUMENTATION SHALL BE SUBMITTED ALONG WITH THIS FORM. YELLOW FOLDER DOCKET PREP SHALL BE HELD THE TUESDAY BEFORE THE BOC MEETING AT 10:00 AM. SUBMIT AN INDIVIDUAL FORM FOR EACH SEPARATE REQUEST FOR PLACEMENT ON THE DOCKET. YOU MUST PARTICIPATE IN YELLOW FOLDER MEETINGS IF YOU HAVE ITEMS GOING BEFORE THE BOC.**

**PLEASE FILL OUT THE FOLLOWING INFORMATION:**

**DATE:** 4/14/2026

**FROM:** Wesley Johnston
**DEPARTMENT MANAGER OR EXECUTIVE SUBMITTING ITEM(S)**

**DEPT:** Fire

**MEETING DATE:** 4/27/2026
**DATE OF BOC MEETING DESIRED FOR PRESENTATION**

**DESCRIPTION OF ITEM TO BE PLACED ON DOCKET**
Business Associate Agreement for EMS Billing LLC

Wesley Johnston Sr. Digitally signed by Wesley Johnston Sr. Date: 2026.04.14 13:51:20 -04'00'
**Signature of County Official Submitting Request**

# FORM 440 REQUEST FOR DOCKET PLACEMENT

## 440-A FISCAL CONSIDERATIONS (CHECK ALL THAT APPLY)
(The item is budgeted in one or more of the following funding centers)

- ☐ General Fund — Dollar Amount: ______________________
- ☐ SPLOST — Dollar Amount: ______________________
- ☐ Grants Funding — Dollar Amount: ______________________
- ☐ Enterprise Funds — Dollar Amount: ______________________
- ☐ Other Funds Source — Dollar Amount: ______________________
- ☐ The item is not budgeted and will require other funding sources.
- ☐ The project is Grant Funded and requires an unfunded ________% match

**CFO Signature Required if any of the above is checked so submit first to CFO**

- ■ The item has no fiscal impact and requires no approval of funds

## 440-B DEPARTMENT HEAD RESPONSIBILITIES TO COMPLETE

- ☐ 1ST and 2nd Readers Required
- ☐ Copy of Ad by Department*
- ☐ Public Hearing Is Required
- ☐ PowerPoint Slides Complete*
- ☐ Contract and/or Documents Included*
- ☐ Attorney Review Completed
- ☐ Resolution Required (Check if Yes)
- ☐ Resolution Submitted*
- ☐ Commission Vote Required
- * = Yellow Folder Document
- ■ Entered by Department Head or Manager into CivicClerk

## 440-C DOCKET AREA (ASSIGNED BY BOC OFFICE)

- ☐ Budget and Finance (Contracts, Fiscal, Grants, Insurance)
- ☐ Governmental Affairs (Appointments, Legislative, Policy, Governance)
- ☐ Merit System & Personnel (Personnel, Benefits, Human Resources)
- ☐ Planning and Development (Ordinances, Public Hearings, Zoning)
- ■ Public Safety & Courts (911, EMA, EMS, Fire, Justice, Law, Sheriff)
- ☐ Reports and Information (No Action; Information Items; Recognitions)
- ☐ Transportation and Infrastructure (Facilities and Public Works)
- ☐ **Assigned to Consent Agenda for Vote**

- ■ Entered by Department Head or Manager into CivicClerk

- ☐ **Requires Approval of Chief Financial Officer (If Section 440-A Requires)**

Electronic Approval with Civic Plus

Final approvals will be handled once submitted electronically with your docket submissions. Please provide this form and a resolution if the item requires board approval, along with supporting documentation uploaded to CivicPlus.

# Business Associate Agreement (BAA) Summary

## Butts County Fire & Emergency Services (BCFES)

### Purpose

The Business Associate Agreement (BAA) is a **required legal document under federal law** that allows BCFES to share patient information with our EMS billing company while ensuring that information is properly protected.

### Why This Agreement Is Necessary

BCFES provides emergency medical services and bills for those services. In order to process billing, we must share patient information (Protected Health Information – PHI) with a third-party billing company.

Under the **Health Insurance Portability and Accountability Act (HIPAA)**:

- Any outside company handling patient data **must sign a BAA**
- Without it, the County would be **out of compliance with federal law**

### What the Agreement Does

The BAA ensures that our billing company:

- **Protects patient information** using strict security measures
- **Uses the information only for billing purposes**
- **Does not share or misuse the data**
- **Reports any data breach quickly (within 48 hours)**
- **Follows the same privacy standards required of BCFES**

### Risk Protection for the County

This agreement:

- **Shifts liability** to the billing company if they mishandle data
- Requires them to **cover costs related to a breach** caused by their actions
- Provides **legal protection and documentation** for audits or investigations

### Operational Importance

The BAA supports:

- Accurate and timely **EMS billing and revenue collection**
- Secure handling of **electronic patient care reports (ePCR)**
- Compliance with **state and federal healthcare regulations**

### Bottom Line

The Business Associate Agreement is a **required safeguard** that protects patient information, ensures legal compliance, and reduces risk to Butts County while allowing us to efficiently bill for EMS services.

# <u>EMERGENCY BILLING BUSINESS ASSOCIATE AGREEMENT</u>

This Privacy Agreement (“Agreement”) is effective upon signing this Agreement and is entered into by and between **<u>EMERGENCY BILLING</u>** ("Covered Entity") and CLIENT (the "Business Associate").

1. **<u>Term.</u>** This Agreement shall remain in effect for the duration of this Agreement and shall apply to all the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

2. **<u>HIPAA Assurances</u>**. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

    **(a)** Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

    **(b)** Not use or further disclose the PHI, except as permitted by law.

    **(c)** Not use or further disclose the PHI in a manner that had EMERGENCY BILLING done so, would violate the requirements of HIPAA.

    **(d)** Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement.

    **(e)** Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity.

    **(f)** Report promptly to EMERGENCY BILLING any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware.

    **(g)** Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions.

**(h)** Make available PHI in accordance with the individual's rights as required under the HIPAA regulations.

**(i)** Make available PHI in accordance with the individual's rights as required under the HIPAA regulations.

**(j)** Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

**(k)** Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

**3.** **Termination Upon Breach of Provisions**. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

**4.** **Return or Destruction of Protected Health Information upon Termination**. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, if Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration, and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

**5.** **No Third-Party Beneficiaries.** The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries

6. **De-Identified Data.** Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.
7. **Amendment**. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.
8. **Interpretation**. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations
9. **Definitions**. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations
10. **Survival**. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

| EMERGENCY BILLING, LLC | BUTTS COUNTY BOC ______ |
|---|---|
| SIGN: ____________________ | SIGN: ____________________ |
| NAME: ____________________ | NAME: ____________________ |
| TITLE: ____________________ | TITLE: ____________________ |
| DATE: ____________________ | DATE: ____________________ |

**RETURN TO:**
**EMERGENCY BILLING,**
**219 INDUSTRIAL DRIVE**
**MAYSVILLE, GA 30558**
**dgailey@emergencybilling.com**

**BUTTS COUNTY BOARD OF COMMISSIONERS**
**128th Session Covering Calendar Year 2026**
**2025-2026 Biennium**
**Minutes of the Board of Commissioners for April 13, 2026**

Commissions:
- Mike Wilson, District 1
- Jeremiah Hosford, District 2
- Joe Brown, District 3
- Keith Douglas, District 4
- Russ Crumbley, District 5

Staff:
- Brad Johnson County Manager
- J. Michael Brewer, Deputy County Manager
- Rhonda Blissit, Chief Financial Officer

**WORKSHOP (5:30 PM)**

**Consent | Opioid Settlement Update**

The County Attorney presented the latest settlement agreement for the remaining opioid companies to be approved. This will be approved under consent agenda.

**Consent | Hofstadter LMIG Bid Approval**

Mr. Lowe presented a Resolution to approve the LMIG program for 2026. This will be placed on the consent agenda for approval.

**Consent | IDA Agreement**

The County Manager presented a settlement agreement to the Board in reference to the land at Riverview Business Park (Highway 36) which had been purchased by the Development Authority in the early 2000's with a loan guaranteed by the Board of Commissioners. Over the first several years of the loan, the County had been forced to make interest payments on the land loan when it did not sell, with the understanding that once the land sold, the County would be reimbursed for everything it had spent in support of the loan. Over time this amount had accumulated to over one million dollars. With the recent sale of this property, the authority wished to close out its obligations on this property; however there had been some expenses which the development authority had paid out at a time when the county could do this for traffic signaling at Highway 16 and old Jackson Road. It was agreed that the authority would settle its obligation to the county and the county would accept reimbursement in the amount of $1 million, which would close all obligations between the authority and the county.

This will be placed on the consent agenda for approval.

**Briefing | Zoning Items | All**

Mr. Vaughan presented all of the zoning items that will come before the board at the regular meeting.

**Discussion | Split Billing**

This was an old business item brought back up. After discussion, it was decided to revisit at a future time and to remove it from the regular meeting agenda.

**PRELIMINARIES (6:00 PM)**

**Call to Order | Welcome | Invocation | Pledge**

Chairman Brown called the meeting to order. Mr. Crumbley gave the invocation.

**Adopt Docket | Approve Minutes**

Mr. Douglas made a motion to approve the docket with the removal of the item pertaining to split billing. Mr. Wilson seconded and the motion was approved. Mr. Douglas then moved to approve the minutes, seconded by Mr. Hosford with unanimous consent.

**Proclamation- Telecommunicator's Week**

E-911 Director Sonia Sands presented a proclamation for the Chairman's signature, recognizing the week of April 12th as "911 Telecommunicators Week" in Butts County.

**Proclamation | Animal Control Officers Week**

Director Dava Biles presented a proclamation for the Chairman's signature recognizing the week of April 12th as "Animal Control Officers Week" in Butts County.

**OLD BUSINESS**

**Action | Split Tax Billing**

This item was removed from the docket and will be revisited for a possible implementation in 2027.

**NEW BUSINESS PRESENTATIONS**

**Consent Agenda | Items A / B / C**

Mr. Douglas made a motion to approve the consent agenda, approving items A, B and C from the workshop; seconded by Mr. Wilson and approved with unanimous consent.

**#01-04-2026 TX AD - Family Cemetery**

Following presentation of material, a public hearing was called on this text amendment. One citizen spoke in favor of and no one spoke against. The Chairman closed the public hearing and called for a vote. Mr. Douglas moved to approve the text amendment, seconded by Mr. Wilson and approved with unanimous consent

**#01-05-2026 TX AD - Manufactured Homes**

Following presentation of material, a public hearing was called on this text amendment. No one spoke in favor of or against. The Chairman closed the public hearing and called for a vote. Mr. Douglas moved to approve the text amendment, seconded by Mr. Wilson and approved with unanimous consent.

**#01-06-2026 TX AD - Plat Submission**

Following presentation of material, a public hearing was called on this text amendment. No one spoke in favor of or against. The Chairman closed the public hearing and called for a vote. Mr. Douglas moved to approve the text amendment, seconded by Mr. Crumbley and approved with unanimous consent.

**Reports | Deputy Manager | Operations**

Mr. Brewer gave the monthly report on operations, noting it was a relatively quiet month for public safety and zoning but a busy one for public works.

**Reports | County Manager | County Activities**

Mr. Johnson updated the board on local activities going on as well as provided a status update on all special-purpose local options sales tax projects that we're going on in the county.

**CONCLUDING BUSINESS**

**Executive Session | Litigation**

Mr. Douglas made a motion to go into executive session, seconded by Mr. Crumbley. During executive session, a discussion on litigation pertaining to the rock quarry was held, at which point Commissioner Hosford and Attorney Welch excused themselves from the Executive Session. Later, Mr. Wilson moved to return to regular session, seconded by Mr. Douglas.

**Summary | Adjournment**

Mr. Welch gave a summary of the Executive Session for the part that he was involved in. As a result of the Executive Session, Mr. Douglas made a motion to approve the hiring of Ben Vaughan to defend a lawsuit brought against a Constitutional Officer, seconded by Mr. Hosford and approved unanimously. Mr. Douglas then moved to adjourn, seconded by Mr. Wilson and approved with unanimous consent. The meeting was adjourned.

**Documents File**

**BUTTS COUNTY BOARD OF COMMISSIONERS**
**128th Session Covering Calendar Year 2025**
**2025-2026 Biennium**
**Minutes of the Board of Commissioners for April 27, 2026**

Commissions:
- Mike Wilson, District 1
- Jeremiah Hosford, District 2
- Joe Brown, District 3
- Keith Douglas, District 4
- Russ Crumbley, District 5

Staff:
- Brad Johnson County Manager
- J. Michael Brewer, Deputy County Manager
- Rhonda Blissit, Chief Financial Officer

**WORKSHOP (5:30 PM)**

**Consent | Purchase Equipment for Fire Apparatus**

Chief Johnston requested authorization for purchase of fire equipment for new fire apparatus being delivered. This item was covered and will be placed on the consent agenda for approval.

**Consent | 2026 Supplemental LMIG Program**

Director Lowe presented the supplemental LMIG Grant documents for approval to authorize the Chair to sign and execute. This item was covered and will be placed on the consent agenda for approval.

**Consent | Capital Lease | Yancy Brothers**

Director Lowe presented the renewal of the lease for Caterpillar, covering lease of equipment. This item was covered and will be placed on the consent agenda for approval.

**Consent | Approval to Hire Paving Contractor**

Mr. Lowe presented a contract for reconstruction of the upper parking lot of the Recreation Department. This item was covered and will be placed on the consent agenda for approval.

**Consent | Authorizing GDOT Bypass Funding**

This item covers the delivery of a pledged $3,000,000.00 from unbonded SPLOST proceeds to the Georgia Department of Transportation for our contribution to a proposed truck bypass. Chairman Brown felt that this item should be deferred until possibly the end of May due to activities going on with the state at this time. This item will not be voted on at this time and will be removed from the consent agenda.

**PRELIMINARIES (6:00 PM)**

**Call to Order | Welcome | Invocation | Pledge**

Chairman Brown opened the meeting and the invocation and pledge were delivered.

**Approval of Docket**

Mr. Crumbley made a motion to approve the docket with the removal of Item E from the consent agenda. Mr. Hosford seconded and it was approved with unanimous consent.

**Recognitions | Employee Service Awards**

Sharon Robinson and Brad Johnson recognized Donald Pelt of the Sheriff's Office for 20 years of service to Butts County.

**NEW BUSINESS PRESENTATIONS**

**Approval | Consent Agenda | Items A, B, C, D**

The consent agenda was approved upon a motion by Mr. Crumbley, and seconded by Mr. Wilson with unanimous consent.

**Reports | Financial**

Ms. Blissitt presented the financial report for the month of March, 2026. With 75% of the year complete, the county has collected 95% of the revenue and has expended 72% of the budget.

**2026 Quarter One Report**

Ms. Morris presented the first quarter report for Butts County, which will also be published on our media sites.

**CONCLUDING BUSINESS**

**Adjournment**

Upon a motion from Mr. Crumbley and seconded by Mr. Hosford, the meeting was adjourned.

**Docket Files**