

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COMMERCIAL ACCEPTANCE COMPANY FOR COLLECTION SERVICES.

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Commercial Acceptance Company to provide collection services.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, TO WIT:

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Commercial Acceptance Company to provide collection services as indicated on the attached contract ("Exhibit A").

Section 2. Total expenditures or liability authorized under the contract shall be the contingent fees and costs as stipulated in the contract.

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: July 19, 2018

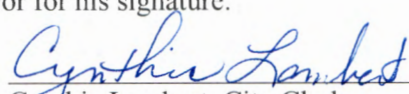
READ SECOND TIME: August 2, 2018

I hereby certify that the above Ordinance No. 18.38 was duly passed on August 2, 2018, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:	6	Nays:	0
Abstentions:	0	Absent:	0

This Ordinance is hereby transmitted to the Mayor for his signature.

August 3, 2018
Date


Cynthia Lambert, City Clerk

Approved as to form:


Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.38.

August 6, 2018
Date



John Olivarri, Mayor

ATTEST:



Cynthia Lambert, City Clerk

COLLECTION SERVICE AGREEMENT

1. This agreement is made and entered into by and between Commercial Acceptance Company of Camp Hill Pennsylvania, hereinafter referred to as CAC, and City of Osage Beach, hereinafter referred to as CLIENT.
2. CAC will use its best effort to effect collections of accounts referred to it by the CLIENT. CAC shall not, under any circumstances, use any threats, intimidation, or harassment of a debtor in the collection of accounts or violate any other applicable governmental guidelines.
3. CAC will observe individual rights within the constraints of the Federal Debt Collection Practices and Privacy Act.
4. CAC will remit to the CLIENT by the 20th of the month on all funds collected by it during the preceding month on a net basis. (Gross basis = all monies; net basis = less CAC's commission).
5. CAC will not remit successive gross statements until all previous months' commissions have been paid by the CLIENT.
6. CLIENT agrees to pay CAC a commission of 20% on all first placement accounts.
7. CAC shall maintain company records as they pertain to said accounts, which may be audited by the CLIENT at any time during normal business hours.
8. CAC shall not institute legal proceedings in the name of the CLIENT without express written authorization of the CLIENT.
9. CLIENT agrees to notify CAC immediately of all payments received by CLIENT on accounts placed with CAC for collection. CAC is entitled to full commissions on all monies recovered, whether paid to CAC or CLIENT directly.
10. CLIENT, its agents and employees, shall not be liable for any loss or damage of whatsoever kind or by whomsoever caused, to the person or property of anyone (including CAC) arising out of or resulting from CAC's performance under this agreement. CAC for itself, its heirs, executors, administrators, successors or assigns, hereby agrees to indemnify and hold CLIENT, its agents and employees, harmless from and against all such claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed upon CLIENT in connection therewith) for such loss, damage or other casualty.
11. CAC agrees that any information provided by CLIENT on the debtor will be used solely for the purpose of skip tracing and/or to collect the account placed by CLIENT. This information will be held in strictest confidence and used for no other purpose.
12. CLIENT authorizes CAC to endorse negotiable instruments received for payment of accounts. For the CLIENT's protection, all funds collected by CAC on accounts assigned will be deposited daily into trust accounts.
13. This agreement may be canceled by either party, with or without cause, by furnishing written notice to the other party. Upon cancellation of this agreement, CLIENT allows CAC sixty (60) days to work and return all accounts. CAC is not obligated to return any accounts which are currently mailing payments, or are pending 3rd party payment.

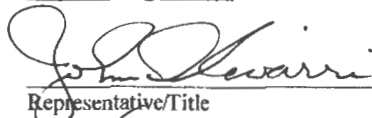
COMMERCIAL ACCEPTANCE COMPANY:

 _____ 7/10/18
Vice President of Sales Date

 _____ 7/10/18
Vice President Date

CLIENT:

City of Osage Beach

 _____ 8-4-18
Representative/Title Date
Mayor

Rev 4/09

EARLY OUT COLLECTION PROGRAM

1. CAC will provide early out collection services to the CLIENT at a 10% contingency commission for any accounts placed within sixty (60) days from the date of service.
2. If CAC receives an account after sixty (60) days from the date of service, that account will be subject to the first placement contingency commission rate as outlined in section 6 of the existing Collection Service Agreement.
3. CAC will scrub all accounts for medical assistance until the account is aged six (6) months.
4. CLIENT wishes to have CAC report negative information to Equifax, Experian and Trans Union Credit Bureau regarding accounts that have not paid.
5. CLIENT agrees that information provided to CAC regarding delinquent accounts is true and correct. CAC shall not be liable in any manner whatsoever for any loss or injury to the CLIENT resulting from CAC having reported information that to the best of its knowledge is true and correct.
6. CAC shall not charge the CLIENT for credit bureau reporting, however, CLIENT agrees to allow CAC to continue to work these accounts for so long as the information is listed on the debtor's credit file and the agreement has not been cancelled pursuant to section 13 of the existing Collection Service Agreement.
7. CAC agrees to abide by all of the terms and conditions of the Missouri and Federal "Fair Credit Reporting Act" in the handling and reporting of this information to the credit bureau.
8. This addendum and the rights hereunder shall be in addition to any rights granted to CAC by any other agreement between the parties.
9. This agreement may be canceled by either party, with or without cause, by furnishing written notice to the other party. Upon cancellation of this agreement, CLIENT allows CAC sixty (60) days to work and return all accounts. CAC is not obligated to return any accounts which are currently mailing payments, or are pending 3rd party payment.

COMMERCIAL ACCEPTANCE COMPANY:

CLIENT:


Vice President of Sales

Date

7/10/18


Vice President

Date

7/10/18

City of Osage Beach

Client Name


Representative/Title

Date

8-4-18

Mayor

01/18

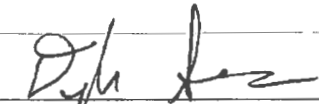
CREDIT BUREAU ADDENDUM TO SERVICE AGREEMENT

1. CLIENT wishes to have CAC report negative information to Experian, Equifax, and Trans Union Credit Bureaus regarding accounts that have not paid.
2. CLIENT agrees that information provided to CAC regarding delinquent accounts is true and correct. CAC shall not be liable in any manner whatsoever for any loss or injury to the CLIENT resulting from CAC having reported information that to the best of its knowledge is true and correct.
3. CAC shall not charge the CLIENT for this portion of its service; however, CLIENT agrees to allow CAC to continue to work these accounts for so long as the information is listed on the debtor's credit file.
4. CAC agrees to abide by all of the terms and conditions of the "Fair Credit Reporting Act" in the handling and reporting of this information to the credit bureau.
5. This addendum and the rights hereunder shall be in addition to any rights granted to CAC by any other agreement between the parties.

COMMERCIAL ACCEPTANCE COMPANY:

 7/10/18


Vice President of Sales Date

 7/10/18

Vice President Date

CLIENT:

City of Osage Beach
Client Name

 8-2-18

Representative/Title Date
MAYOR

Rev. 1/03

HIPAA ADDENDUM TO SERVICE AGREEMENT

Business Associate Trading Partner and Chain of Trust

THIS AGREEMENT made on June 21, 2018, between City of Osage Beach, hereafter referred to as "Covered Entity", and Commercial Acceptance Company, hereafter referred to as "Business Associate."

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") the Office of the Secretary of the Department of Health and Human Services ("HHS") has issued regulations governing the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and Standards for Security of Electronic Protected Health Information ("Security Rule"); and

WHEREAS, pursuant to the privacy provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH") , HHS has revised the Security Rule and Privacy Rule, adopted rules relating to breach notification and modified rules pertaining to HIPAA enforcement; and

WHEREAS, the Privacy Rule and Security Rule provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, transmit, receive, and create Protected Health Information on the Covered Entity's behalf, only if the Covered Entity obtains satisfactory assurance in the form of a written contract, that the Business Associate will appropriately safeguard the Protected Health Information; and

WHEREAS, the Covered Entity and the Business Associate have entered into a Service Agreement pursuant to which the Business Associate creates, maintains, receives, or transmits Protected Health Information on the Covered Entity's behalf and, accordingly, the parties desire to enter into this Agreement which sets forth the terms under which they shall comply with HIPAA rules;

NOW, THEREFORE, in consideration of the agreements contained herein, the Parties do hereby agree to addend all past, present and future contracts between the parties with the terms of this Agreement and agree as follows:

1. Definitions. Terms used but not otherwise defined in this Agreement shall have the same meaning as in 45 CFR 160.103 and 164.501.
 - (a) HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR 160 and 164.
2. General Provisions.
 - (a) HIPAA Readiness. Business Associate agrees that it will make commercially reasonable efforts to be compliant with the applicable requirements of the HIPAA Rules and, upon Covered Entity's request, will provide Covered Entity with the written certification of such compliance.
 - (b) Changes in Law. Business Associate agrees that it will make commercially reasonable efforts to comply with any change in the HIPAA Rules by the compliance date(s) established for any such

changes and will provide Covered Entity with written certification of such compliance upon Covered Entity's request.

- (c) Audit by Secretary of HHS. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity available to HHS upon request for purposes of determining Covered Entity's compliance with HIPAA.
 - (d) Audit by Covered Entity. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity available to Covered Entity within 14 days of Covered Entity's request for purpose of monitoring Business Associate's compliance with this Agreement.
3. Permitted Uses and Disclosures. Business Associate may use and disclose Protected Health Information ("Information") on behalf of or to provide **Collection Services** to the Covered Entity, provided Business Associate shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, Covered Entity, in a manner that would violate the requirements of the Privacy Rule, if done by Covered Entity.
- (a) Except as otherwise limited in this Agreement, the Business Associate may use Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - (b) Business Associate agrees to make uses, disclosures, and requests for Information consistent with Covered Entity's minimum necessary policies and procedures.
 - (c) Except as otherwise limited in the Agreement, the Business Associate may disclose Information for the proper management and administration of the 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 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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (d) Except as otherwise limited in the Agreement, the Business Associate may use Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
 - (e) Business Associate may use Information for payment of health care service accounts, as reasonably necessary to secure payment on such accounts.
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- (f) Business Associate may use Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. Obligations and Activities of Business Associate. The Business Associate will:

- (a) Use or disclose the Information only as permitted by this Agreement or as required by Law;

- (b) Use appropriate safeguards to prevent any other use or disclosure, and comply with Subpart C of 45 CFR 164 with respect to electronic Information, to prevent use or disclosure of the Information other than as provided for by this Agreement;
- (c) Report to the Covered Entity any use or disclosure of the Information not provided for by this Agreement of which it becomes aware and mitigate to the extent practicable the harmful effect of such use or disclosure in violation of this Agreement;
- (d) Ensure that any agent or subcontractor who may receive such Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions on use and disclosure of information imposed by this Agreement, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2);
- (e) At the request of Covered Entity, provide access to Information in a Designated Record Set to Covered Entity, or as directed by Covered Entity, to an Individual as required by 45 CFR 164.524;
- (f) Amend Information in a Designated Record Set as designated by Covered Entity so that Covered Entity may meet its amendment obligations under 45 CFR 164.526;
- (g) Develop, implement, maintain and use appropriate administrative, technical, and physical safeguards to comply with 45 CFR 164.530(c), to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of Information transmitted electronically. Business Associate will document and keep safeguards current.
- (h) Accommodate any restriction or use or disclose Protected Health Information and any request for confidential communications to which Covered Entity has agreed or must abide by in accordance with the Privacy Rule.
- (i) Document disclosures of Information in accordance with Covered Entity's accounting requirements in 45 CFR 164.528 and provide such Information as directed by Covered Entity;
- (j) Make available, within fifteen (15) days of receiving a request from Covered Entity, the Information necessary for Covered Entity to make an accounting of Disclosures of Information about an Individual;
- (k) At termination, or upon receipt of written demand, Business Associate will immediately return or destroy all Information received from Covered Entity or creditor or received by Business Associate on behalf of Covered Entity and all copies and magnetic or electronic backups of Information, or if it is feasible to return or destroy Information, protections are extended to such information for so long as Business Associate maintains such Information. This provision also applies to Information in the possession of agents or subcontractors of Business Associate.

5. Obligations of Covered Entity. Covered Entity will:

- (a) Provide Business Associate with Covered Entity's "notices of privacy practices" and all updates that Covered Entity produces in accordance with 45 CFR 164.250, as well as any changes to such notice;

- (b) Notify Business Associate of any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Business Associate's use of disclosure of Information;
- (c) Notify Business Associate of any restriction, change or revocation of permission by Individual to use or disclose Information if it would affect Business Associate's use and disclosures, in accordance with 45 CFR 164.522.
- (d) Not request Business Associate to use or disclose Information if not permissible under the Privacy Rule if done by the Covered Entity.

6. Termination. This Agreement is effective until terminated. Pursuant to the terms of 45 CFR 154.504(e)(2)(iii), Covered Entity may give written notice to immediately terminate this Agreement upon discovery of a material breach provided Business Associate has received an opportunity to cure the breach or end the violation and has failed to do so. This Agreement shall terminate upon the termination of the Service Agreement.

- (a) Return of Protected Health Information. At termination of this Agreement or the Service Agreement, whichever occurs first, Business Associate shall return to Covered Entity and require its subcontractors to return to Covered Entity, all Protected Health Information received from, or created or received on behalf of, Covered Entity that Business Associate or such subcontractors maintain in any form and shall retain no copies of such information. If such return is not feasible, based solely on Business Associate's discretion, Business Associate shall, and shall require its subcontractors to, destroy such Protected Health Information if permitted by Business Associate and/or extend the protection of this Agreement to such Protected Health Information retained by Business Associate or subcontractors and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

7. Confidentiality, Trading Partners and Chain of Trust. All Information received or created by Business Associate shall be kept confidential and shall be used only as permitted by this Agreement. This provision applies to employees, subcontractors and agents of Business Associate. If Business Associate conducts in whole or part Standard Transactions for or on behalf of Covered Entity, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 CFR Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

- (a) Changes the definition, data condition or use of a data element or segment in a Standard Transaction;
- (b) Adds any data elements or segments to the maximum defined data set;
- (c) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or

- (d) Changes the meaning or intent of the Standard Transaction's implementation specification.
8. Indemnity. The parties to this Agreement shall mutually protect, indemnify and hold each other harmless from all claims and damages including attorney's fees, arising from failure of the other party to comply with applicable federal, state and local laws and regulations or the performance of the work and services by that party under this Agreement. This section shall survive termination of this Agreement.
 9. No Third Party Beneficiaries. Business Associate and Covered Entity agree that individuals who are the subject of Protected Health Information are not intended to be third party beneficiaries of this Agreement.
 10. Amendment. This Agreement may not be amended, altered, or modified unless in writing and signed by the parties who agree to amend as necessary to comply with HIPAA and the Privacy Rule.
 11. Parties' Relationship. Nothing in this Agreement shall be construed as creating a Principal/Agency relationship between the Covered Entity and Business Associate.
 12. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA Rules.
 13. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Missouri except to the extent federal law applies without regard to conflicts of law rules. The parties hereby submit to the jurisdiction of the courts located in the State of Missouri including any appellate court thereof.
 14. Headings. The headings and subheadings of this Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.
 15. Cooperation. The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance with the HIPAA Rules, including procedures designed to mitigate the harmful effects of any improper use or disclosure of Covered Entity's Protected Health Information.



 City of Osage Beach

Mayor

 Title

8-4-18

 Date



 Commercial Acceptance Company

Vice President

 Title

7/10/18

 Date