

**May 3, 2004**

The Mahaska County Board of Supervisors met on the above date at 9:00 a.m. in regular session in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Lawrence Rouw, Chairman; Henry W. VanWeelden, Vice-Chairman; Greg Gordy, Member. Also present were the following: Joleen Arnold, Mahaska County CPC; Jerome Nusbaum, Mahaska County Engineer; Christine Ahrens, KBOE Radio; Sarah McCain, Oskaloosa Herald and Kay Swanson, Mahaska County Auditor.

Chairman Rouw called the meeting to order with a moment of silence.

It was moved by Gordy seconded by VanWeelden to approve the agenda for today's meeting. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the minutes of April 19<sup>th</sup> and 26<sup>th</sup> meetings. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the bills for April in the amount of \$303,076.71 and payroll in the amount of \$582,877.92 and one claim denied for \$267.50 from June 2003. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the monthly report for March 2004, for the Mahaska County Veteran Affairs Commission. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to appoint Matt Boeck to the HIPAA committee and for him to be the HIPAA Security Officer. This appointment replaces Jon Lubke who resigned. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the first and second amendments to the health insurance plans. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the following Business Associate Agreement with Mahaska Health Partnership. All present voted aye. Motion carried.

**MAHASKA HEALTH PARTNERSHIP  
BUSINESS ASSOCIATE AGREEMENT**

**THIS BUSINESS ASSOCIATE AGREEMENT** ("Agreement") amends and is made part of all service agreement(s) (as defined below) between Mahaska County Hospital d/b/a Mahaska Health Partnership ("Covered Entity") and Central Point Co-Ordination ("Business Associate"). This Agreement is effective immediately.

1 **DEFINITIONS.**

a. **“Business Associate Functions”** means functions performed by Business Associate on behalf of Covered Entity which involve the creation of, access to, use or disclosure of, PHI by Business Associate or agents or contractors of Business Associate. Business Associate Functions known at the time this Agreement is executed are listed on attached Exhibit A.

b. **“HIPAA”** means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to 1320d-7, and future amendments thereto, and the Regulations issued thereunder.

c. **“PHI”** means PHI, as defined in 45 C.F.R. § 164.501, which is created, obtained or used by Business Associate in the performance of one or more Business Associate Functions for Covered Entity.

d. **“Regulations”** means the final Regulations implementing the privacy provisions of HIPAA, as amended from time to time. The Regulations are presently codified at 45 C.F.R. Parts 160.101 *et seq.* and 164.500 *et seq.*

e. **“Service Agreement(s)”** means all agreements, whether written or oral, and whether now in effect or hereafter entered into, between Covered Entity and Business Associate for the performance of Business Associate Functions by Business Associate. Existing Service Agreement(s) known at the time this Agreement is executed are listed on attached Exhibit A.

2. **PURPOSE.** Covered Entity has engaged Business Associate to perform services described in the Service Agreement(s). Business Associate will have access to PHI in order to perform its functions. HIPAA requires Covered Entity to obtain satisfactory written contractual assurances from Business Associate. The purpose of this Agreement is to obtain satisfactory written contractual assurances from Business Associate that Business Associate will appropriately safeguard such PHI.

3. **RESTRICTION ON USE AND DISCLOSURE OF PHI.** Except as permitted or required by this addendum or as required by law, Business Associate shall not use or further disclose any PHI disclosed or otherwise made available to it by Covered Entity.

4. **AUTHORIZED USES AND DISCLOSURES.** Business Associate is hereby authorized to use and disclose PHI for the following purposes:

a. **Generally.**

(i) A function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice

management, treatment, payment, health care operations, and re-pricing,  
or

- (ii) Any other function covered by HIPAA.
- b. **Management and Administration.** Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided:
- (i) The disclosure is required by law; or
  - (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially 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 will immediately notify the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached; or
  - (iii) PHI is used or disclosed to provide data aggregation services relating to the health care operations of Covered Entity; or
  - (iv) PHI is used or disclosed in connection with reporting violations of law to appropriate Federal and State authorities.
5. **ASSURANCES OF BUSINESS ASSOCIATE.** As an express condition of performing Business Associate Functions, Business Associate agrees to:
- a. **Permitted Uses and Disclosures** Use and disclose PHI only as permitted or required by this Agreement, or as otherwise required by law.
  - b. **Safeguards.** Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted or required by this Agreement or as required by law.
  - c. **Reporting.** Report to Covered Entity's Privacy Officer within three (3) business days of discovery any use or disclosure of PHI not provided for by this Agreement together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall cooperate with Covered Entity in mitigating any harmful effects of such unauthorized disclosure.
  - d. **Agents and Subcontractors.** Ensure that any agent, including any subcontractor, to whom it provides PHI, received from, or created or received by Business Associate on half of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate under this Agreement.
  - e. **Individual's Access to Information.** Make available and permit access to, and

copies of PHI maintained in designated record sets about an individual by that individual and limit fees therefore, pursuant to §164.524 of the Regulations.

f. **Amendment of PHI.** Notify Covered Entity within three (3) business days of any request by an individual to amend PHI maintained by Business Associate, direct the requesting individual to Covered Entity for handling of such request, cooperate with Covered Entity in the handling of such request, and incorporate any amendment accepted by Covered Entity in accordance with §164.526 of the Regulations. Business Associate is not authorized to independently agree to any amendment of PHI unless authorized in writing by Covered Entity on a case-by-case basis.

g. **Accounting and Logs.** Log or otherwise track disclosures of PHI by Business Associate which are subject to the individual's right to an accounting under §164.528 of the Regulations, and report such disclosures to Covered Entity in the form and manner specified by Covered Entity from time to time.

h. **Practices, Books and Records.** Makes its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, to the Secretary of the United States Department of Health and Human Services for the purpose of determining Covered Entity's compliance with the Regulations.

i. **Return or Destruction of Information.** Return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity that Business Entity still maintains in any form and shall retain no copies of such information. If such return or destruction of such information is not feasible, Business Associate shall extend the protections of this Agreement to the information for so long as Business Associate or its agents or subcontractors have possession of or access to such PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

j. **Cure of Noncompliance.** If Covered Entity notifies Business Associate that a pattern of activity of practice of Business Associate constitutes a material breach or violation of this contract or of the HIPAA privacy regulations, Business Associate shall immediately take reasonable steps to cure the breach or end the violation.

k. **Mitigation.** Mitigate, to the extent practicable, any harmful effect that is known to Business Associate or to Covered Entity of a use or disclosure of PHI in violation of BUSINESS Associate's policies and procedures, this contract, or the HIPAA privacy regulations.

l. **Voluntary Restrictions.** Comply with any voluntary restrictions on use or disclosure of PHI accepted by Covered Entity under §164.522(a) of the Regulations which is properly communicated to Business Associate.

6. **COVERED ENTITY'S OBLIGATIONS.** Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions. Covered Entity shall:

a. **Voluntary Restrictions.** Notify Business Associate if Covered Entity agrees to any voluntary restrictions on the use or disclosure of PHI under §164.522(a) of the Regulations which will affect Business Associate's use or disclosure of PHI under the Service Agreement(s).

b. **Alternative Communications.** Notify Business Associate of any reasonable requests by individuals under §164.522(b) of the Regulations to receive communications of PHI by alternative means or at alternative locations if such requests will affect Business Associate's services.

c. **Notice of Privacy Practices.** Furnish Business Associate with a written or electronic copy of its Notice of Privacy Practices ("Notice") at the time this Agreement is executed and thereafter promptly furnish Business Associate with a written or electronic copy, or post a copy on its web site, of all amendments or revisions to the Notice.

d. **Amendments to PHI.** Provide Business Associate with a copy of any amendment to PHI which is accepted by Covered Entity under §164.526 of the Regulations which Covered Entity believes will apply to PHI maintained by Business Associate in designated record sets under the Service Agreement(s).

e. **No Impermissible Requests.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Regulations if done by Covered Entity.

7. **SUPERVENING LAW.** Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this Agreement in such manner as it determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, Business Associate shall so notify Covered Entity in writing within thirty (30) days of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate the Service Agreement(s) on not less than thirty (30) days' written notice to the other.

8. **REMEDIES.**

a. **Failure to Cure.** If, after receiving notice from Covered Entity of a material breach or violation of this Agreement, Business Associate fails to immediately take steps to cure the breach or end the violation of if such steps were unsuccessful, and if Covered Entity determines that it is not feasible to

terminate this Agreement, Covered Entity will report the problem to the Secretary of the United States Department of Health & Human Services.

b. **Injunction.** Notwithstanding any other rights or remedies provided for in this Agreement, Covered Entity retains all rights to injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, or any agent, subcontractor or other third party that received PHI from Business Associate.

9. **TERM AND TERMINATION.**

a. **Generally.** This Addendum shall be effective when executed on behalf of both of the parties hereto and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Paragraph (9).

b. **Termination of Cause.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:

- (i) Provide an opportunity for Business Associate cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity:
- (ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and fails to immediately take steps to cure the breach or if such cure (iii) is unsuccessful or not possible; or
- (iii) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health & Human Services.

c. **Effect of Termination.**

- (i) Except as provided in paragraph (b), below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. (1)This provision also shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. (2)Business Associate shall retain no copies of the PHI.
- (ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible.

- (1) Business Associate shall extend the protections of this Addendum to such PHI, and
- (2) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. **INDEMNIFICATION.** Business Associate shall indemnify and hold Covered Entity harmless from and against any and all loss, cost, damage, or expense, including reasonable attorney's fees, that arise out of: any breach by Business Associate of this Agreement or of the Regulations; or, the need for Covered Entity to enforce any provision of the Agreement.

11. **SUBPOENA.** In the event Business Associate receives a subpoena for any PHI in Business Associate's possession, Business Associate shall immediately notify Covered Entity of the subpoena and deliver a copy of the subpoena to Covered Entity. Business Associate shall respond to the subpoena only in accordance with the HIPAA privacy Regulations.

12. **MISCELLANEOUS.** The following miscellaneous provisions shall apply throughout the term of this Agreement:

a. **Covered Entity.** For purposes of this Agreement, Covered Entity shall include the named Covered Entity and all entities covered by a joint Notice with Covered Entity.

b. **Survival.** The respective rights and obligations of Business Associate and Covered Entity hereunder shall survive termination of this Agreement according to the terms hereof and the obligations imposed on Covered Entity under HIPAA.

c. **Interpretations: Amendment.** This Agreement shall be interpreted and applied in a manner consistent with Covered Entity's obligations under HIPAA. All amendments shall be in writing and signed by the parties, except that this Agreement shall attach to additional Service Agreement(s) entered into between the parties in the future without the necessity of amending this Agreement or Exhibit A hereto each time. This Agreement is intended to cover the entire Business Associate relationship between the parties, as amended, from time to time, through Service Agreement(s) or other means.

d. **Waiver.** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

e. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is

intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations hereunder.

**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**COVERED ENTITY**

**BUSINESS ASSOCIATE**

**MAHASKA COUNTY HOSPITAL d/b/a  
MAHASKA HEALTH PARTNERSHIP**

**CENTRAL POINT CO-ORDINATION**

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

**By:** s/Lawrence Rouw \_\_\_\_\_

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

**Title:** Chairman, Board of Supervisors

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

**Date:** May 3, 2004 \_\_\_\_\_

**EXHIBIT A  
TO  
BUSINESS ASSOCIATE AGREEMENT**

**COVERED ENTITY:** Mahaska County Hospital d/b/a Mahaska Health Partnership

**BUSINESS ASSOCIATE:** Central Point Co-Ordination

**SERVICE AGREEMENT(S):** List current Service Agreement(s) individually; use separate Exhibits for unrelated Service Agreement(s). Use additional sheets as needed.

**Name/Description of Service Agreement(s)**

**Effective Date**

FY 2003-2004 Budgeting Allocation for mental health

07/1/2003

**LIST BUSINESS ASSOCIATE FUNCTIONS:**

Makes referrals for services, contracts with us for emergency services, CMI services, education services and mental health services including therapy and medication management

**DESCRIBE PHI TO BE CREATED, USED OR MAINTAINED BY BUSINESS ASSOCIATE:**

CPC form includes personal information, addresses, diagnosis and financial information

**SPECIAL TERMS:**

Notwithstanding paragraph 5f of the Business Associate Agreement, Business Associate is authorized to amend/correct identifying and address information brought to its attention directly by individuals or other sources.

**COVERED ENTITY**

**BUSINESS ASSOCIATE  
CENTRAL POINT CO-ORDINATION**

**MAHASKA COUNTY HOSPITAL d/b/a  
MAHASKA HEALTH PARTNERSHIP**

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

**By: s/Lawrence Rouw**\_\_\_\_\_

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

**Title: Chairman, Board of Supervisors**

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

**Date: May 3, 2004**\_\_\_\_\_

It was moved by VanWeelden seconded by Gordy to approve the following agreement. All present voted aye. Motion carried.

**IOWA DEPARTMENT OF HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER AFFILIATION**

Insert information in the blanks provided.

Name of County: Mahaska Fiscal Year 2005

Chapter 225C.8 of the Code of Iowa requires, as a condition of eligibility for receiving MI/MR/DD/BI Community Services dollars, that counties not currently affiliated with a community mental health center expend a portion of those funds to contract with a community mental health center. The State Mental Health and Developmental Disabilities Commission may grant a waiver exempting a county from this requirement.

Enter the name and address of the community mental health center your county will affiliate or contract with during the fiscal year you indicated above. Please check either \_\_\_ affiliate or X contract. If this changes, we must be notified.

New Directions  
1229 C Ave. East  
Oskaloosa, IA 52577

If your county is not affiliated or contracting with a community mental health center, complete the following information:

Will you request a waiver from the requirement of affiliation with a community mental health center?

Yes            x No

If you are requesting a waiver, you must complete the back of this page. The back is a "Waiver Request" (Form 470-0887) and submit this document with both sides completed and signed by the above deadline and sent to the Division of MWDD. The Mental Health and Developmental Disabilities Commission will review the information to determine approval or disapproval.

s/ Lawrence Rouw \_\_\_\_\_  
Signature of Chair, County Board of Supervisors

5-3-04  
Date

It was moved by Rouw seconded by VanWeelden to approve the following 28E Agreement. All present voted aye. Motion carried.

**County Rate Information System (CRIS)  
28E Agreement**

**THIS AGREEMENT** (the "Agreement"), entered into this 3rd day of May , 2004, is by and between the undersigned counties (the "Participant Counties") and Iowa State Association of Counties ("ISAC").

The statements and intentions of the parties to this Agreement are as follows:

- Participant Counties are governmental entities, governed by the Board of Supervisors and are public agencies within the meaning of Iowa Code Chapter 28E (2001).
- ISAC is a private agency within the meaning of Iowa Code Chapter 28E (2001).
- Participant Counties, each having formally adopted this Agreement by resolution of its Board of Supervisors, and ISAC, by vote of its Board of Directors, do hereby join together to form and create the separate legal entity, to be known as County Rate Information System (CRIS). CRIS shall be considered a public body corporate and politic and separate legal entity, CRIS shall have the power, privileges and authority as set forth below.

**IN CONSIDERATION** of the premises and promises contained herein, it is mutually agreed by and between Participant Counties and ISAC as follows:

**SECTION 1  
Definitions**

**Central Point of Coordination (CPC):** County staff hired to oversee and maintain the single entry point process as established in Iowa Code section 331.440 (2001).

**Covered MH/DD Providers:** Providers of mental health and developmental disability services in which a Participant Host County submits information to the consulting firm in order to establish a rate for that provider.

**ISAC Board of Directors:** Board created pursuant to Articles of Incorporation for the Iowa State Association of Counties.

**Joining Fee:** One (1) time fee paid by Participant Counties.

**Membership Fee:** Annual fee paid by all Participant Counties

**Participant Host County:** The county in which the primary offices of the MH/DD providers are located. However, if a provider operates a separate program in more than one county “Participant Host County” means the county in which the separate program is operated. Characteristics of a separate program include: (1) the provider establishes a separate cost center for the program; and/or (2) the provider owns or leases property in the county and staff deliver services from those locations.

**Total MH/DD Expenditures:** MH/DD Services Fund expenditures as reported on a GAAP basis to the Department of Management on Form F634-B (sheet 4 of 10) for the fiscal year ended twelve (12) months prior to the start of each fiscal year.

## **SECTION 2**

### **Purposes of the Agreement**

The purpose of this Agreement is to establish a rate setting methodology based upon actual cost, standardized service definitions, standardized units of service, uniform classification of cost and consistent reporting to enable Participant Counties to negotiate appropriate reimbursement rates with Covered MH/DD Providers. Further, this Agreement proposes to facilitate effective and efficient communication among Participant Counties and Covered MH/DD Providers by providing technical support and training. Finally, this Agreement will allow for the review of established rate setting methodology and the adjustment of policies and procedures.

## **SECTION 3**

### **Board Creation, Selection and Composition**

**Section 3.1 Organization.** CRIS shall be under the direction and control of a Board of Directors (“Board”) consisting of eleven (11) directors. One (1) CRIS director shall be selected by and from the ISAC Board of Directors. This director shall serve until a replacement is selected by the ISAC Board of Directors. Seven (7) CRIS directors shall be county supervisors selected from Participant Counties. The remaining three (3) CRIS directors shall be county staff including CPCs or financial managers selected from Participant Counties.

**Section 3.2 Selection of CRIS Board of Directors.** The ISAC Board of Directors shall

select the initial Board from nominations submitted by the Board of Supervisors from Participant Counties. Each subsequent Board vacancy shall be filled by the Board from a list of three (3) qualified nominees submitted by a subcommittee composed of three (3) CRIS directors. Geographical location and gender shall be considered in making board selections.

**Section 3.3 Board Composition.** The Board shall be composed as follows. There shall be four (4) directors from Participant Counties having the largest one-third in terms of total MH/DD expenditures (hereinafter "Level A"). Of these four (4) directors in Level A, three (3) shall be county supervisors and one (1) shall be a county staff member. There shall be three (3) directors from Participant Counties having the middle one-third in terms of total MHDD expenditures (hereinafter "Level B"). Of these three (3) directors, two (2) shall be county supervisors and one (1) shall be a county staff member. There shall be three (3) directors from Participant Counties having the smallest one-third in terms of MHDD expenditures (hereinafter "Level C"). Of these three (3) directors, two (2) shall be county supervisors and one (1) shall be a county staff member. The levels shall be determined on the first day of each fiscal year in which a Board vacancy is created. Fiscal years shall run from July 1 to June 30. Initially, four (4) directors, composed of one (1) county supervisor and one (1) county staff member from Level A, one (1) county supervisor from Level B and one (1) county supervisor from Level C shall be appointed for a period to expire on June 30, 2002. Three (3) directors, one (1) county supervisor from Level A and one (1) county supervisor from Level C and one (1) county staff member from Level B shall be appointed for a period to expire on June 30, 2003. Finally, three (3) directors, one (1) county supervisor from Level A and one (1) county supervisor from Level B and one (1) county staff member from Level C shall be appointed for a period to expire on June 30, 2004. Thereafter, each appointment shall be for a period of three (3) years.

**Section 3.4 Chair, Vice-Chair, Secretary and Treasurer.** The Board shall organize itself and elect a Chair, Vice Chair, Secretary and Treasurer. Thereafter, to again organize itself at its first meeting the following July 1 of every year and elect a Chair, Vice Chair, Secretary and Treasurer for the next ensuing one (1) year.

**Section 3.5 Compensation of Board.** Directors shall serve without compensation. except for reasonable expenses as determined by the Board.

## **SECTION 4**

### **Powers and Duties of the Board of Directors**

**Section 4.1 Adoption of Rules.** The Board shall adopt reasonable rules for the conduct of its meetings, including times for regular meetings, provisions for calling special meetings, notification of meetings, by-laws and all other matters necessary for the orderly and efficient conduct of its business. A majority of directors shall constitute a quorum at any meeting for the transaction of business. A majority of directors shall be necessary for the Board to take action. Robert's Rules of Order shall govern parliamentary practice on matters not specifically covered in the rules adopted by the Board.

**Section 4.2 Contracting for Services.** The Board may contract with any public or private agency to provide all necessary services for Participant Counties.

**Section 4.3 Purchases.** The Board may purchase all equipment, vehicles, supplies and other items of tangible personal property reasonably necessary to fulfill the purposes of this Agreement. In addition, the Board may rent, lease or contract with any public or private entity for the use of tangible personal property, real estate or other services reasonably necessary to fulfill the purposes of this Agreement.

**Section 4.4 Professional Services.** The Board shall retain legal counsel, accountants and other professional individuals needed to fulfill the purposes of this Agreement. In addition, the Board shall contract with a consulting firm to review and prepare reports, to provide training and to monitor compliance.

**Section 4.5 Administrative Duties.** The Board shall ensure the provision of administrative and fiscal supports and services.

**Section 4.6 Additional Powers.** The Board shall have the authority to accept, receive and expend funds to fulfill the purposes of this Agreement. Further, the Board shall exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

## **SECTION 5**

### **Budget Preparation and Adoption**

**Section 5.1 Initial Year Budget Preparation and Adoption.** During the initial year of this Agreement the Board shall prepare and adopt a budget for the operation of CRIS no later than September 1, 2001.

**Section 5.2 Subsequent Years Budget Preparation and Adoption.** During subsequent years of this Agreement the Board shall, prior to January 15 of each year, prepare and adopt a budget for the operation of CRIS for the next fiscal year. The Board shall cause a copy of its budget to be provided to each Participant County and to the ISAC Board of Directors within two (2) weeks of adoption. The Board may amend the budget during the fiscal year. The accounts of CRIS shall be audited and verified by a certified public accountant within one hundred fifty (150) days of each fiscal year and a copy thereof provided to each Participant County, the ISAC Board of Directors and the Auditor of the State of Iowa.

## **SECTION 6**

### **Participant County Costs**

**Section 6.1 Payment for Services.** Participant Counties shall pay a membership fee sufficient to cover the cost of implementing this Agreement including but not limited to the cost of a consulting firm and the cost of staff support. Each Participant County will be

assessed a fixed fee of \$500.00. The total of the fixed fees assessed shall be subtracted from the total budget adopted by the Board. The remaining balance shall be allocated to Participant Counties based upon each Participant Counties' total MHDD expenditures as a percentage of the total MH/DD expenditures of all Participant Counties.

**Section 6.2 Joining Fee.** During the initial year of this Agreement each Participant County shall pay a \$500.00 joining fee. This joining fee is required with the submission of this Agreement. Joining fees for subsequent years will be determined by the Board.

**Section 6.3 Payment of Membership Fees.** During the initial year of this Agreement the payment of membership fees shall be due on October 1, 2001. For subsequent years of this Agreement payment of membership fees shall be due on August 1 of each fiscal year.

## **SECTION 7**

### **Participant County Responsibilities**

**Section 7.1 Participant Host County Responsibilities.** Participant Host Counties shall require completion of an annual cost report form in accordance with instructions adopted by the Board as part of their contract with Covered MH/DD Providers. Further, Participant Host Counties shall provide the consulting firm with negotiated rates with Covered MH/DD Providers pursuant to timelines established by the Board.

**Section 7.2 Acceptance of Rates.** Participant Counties shall accept rates negotiated by Participant Host Counties with Covered MH/DD Providers.

**Section 7.3 Timely Submission of Required Information.** Participant Counties shall submit a copy of the Department of Management's forms F634B (sheet 4 of 10) reported on a GAAP basis to the Board by March 1 of each year this Agreement is in effect for the preceding fiscal year ended June 30. Participant Counties shall also provide other required information pursuant to timelines and on forms adopted by the Board.

## **SECTION 8**

### **Disposition of Assets**

**Section 8.1 Cash and Cash Equivalents.** In the event this Agreement is terminated and CRIS is abolished, cash and cash equivalents shall be apportioned among the Participant Counties based upon each Participant Counties' total MH/DD expenditures as a percentage of all Participant Counties' total MH/DD expenditures, after payment of all just debts, obligations and liabilities of CRIS.

**Section 8.2 Other Property.** In the event this Agreement is terminated and CRIS is abolished, all property of CRIS, except that described in Section 8.1 Cash and Cash Equivalents, shall be delivered, assigned and conveyed to ISAC, after payment of all just debts, obligations and liabilities of CRIS.

## **SECTION 9**

### **Term and Termination**

**Section 9.1 Term.** The initial term of this Agreement shall commence on the date first above written and expire on June 30, 2004 unless terminated earlier by all parties in accordance with this Agreement. Thereafter, this Agreement shall automatically renew every three (3) years unless terminated in accordance with this Agreement.

**Section 9.2 Enrollment.** Additional counties may choose to participate in this Agreement pursuant to rules and guidelines adopted by the Board.

**Section 9.3 Termination of Agreement Without Cause.** Any party may terminate this Agreement without cause upon written notice by December 1 of any year this Agreement is in effect. Termination received by December 1 of any year of this Agreement will be effective for the succeeding June 30th. Written notice of termination must be rendered to the Chair of the Board. Termination by individual Participant Counties will not affect the other Participant Counties' nor ISAC's rights and obligations under this Agreement.

## **SECTION 10**

### **Other Terms and Conditions**

**Section 10.1 Amendment.** This Agreement may be amended by resolution of the Board by first adopting such amendment and then submitting it to the individual Participant Counties. A separate explanation of the reasons for the amendment shall be included. Each Participant County desiring to vote upon the amendment shall do so by resolution and return to the Chair of the Board a certified copy of the resolution stating the Participant County's vote within thirty (30) days of the date the Participant County received a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment receives a majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2001).

**Section 10.2 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire Agreement between Participant Counties and ISAC, and supersedes or replaces any prior agreements between Participant Counties and ISAC relating to its subject matter.

**Section 10.3 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 10.4 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

**COUNTIES:**

**ISAC:**

By: s/Lawrence Rouw  
Print Name: Lawrence Rouw  
Print Title: Chairman, Supervisors  
Date: May 3, 2004

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WHEREAS,** Participant Counties desire to cooperate, one with another, for the purpose of establishing a state-wide rate setting methodology; and

**WHEREAS,** each County is a public agency within the meaning of Iowa Code Chapter 28E (2001) and the Iowa State Association of Counties ("ISAC") is a private agency within the meaning of Iowa Code Chapter 28E (2001):

**THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF Mahaska COUNTY** that this County does hereby enter into the County Rate Information System 28E Agreement with the Iowa State Association of Counties and with other Counties, to form a separate legal entity known as County Rate Information System, to provide state-wide rate setting methodology, and the Chairperson of the Board of Supervisors is hereby empowered and directed to execute the County Rate Information System 28E Agreement on behalf of this County.

s/Lawrence Rouw \_\_\_\_\_  
Chairperson, Board of Supervisors

Mahaska County

ATTEST:  
s/Kay Swanson \_\_\_\_\_  
County Auditor  
DATE: May 3, 2004 \_\_\_\_\_

It was moved by Rouw seconded by VanWeelden to approve the following agreement. All present voted aye. Motion carried.

**MAHASKA COUNTY BOARD OF SUPERVISORS**

Authorization to Participate in the Southeast Iowa Contracting Consortium 28E Agreement

WHEREAS, the Mahaska County Board of Supervisors desires to cooperate in ways of mutual advantage to contract for services to meet Mahaska county residents' needs in the area of mental health, mental retardation, and developmental disabilities, and

WHEREAS, there is opportunity for the Board of Supervisors to extend their participation in the Southeast Iowa Contracting 28E Agreement (hereafter referred to as the "Agreement") to realize the advantages of a ten (10) county contracting consortium and,

WHEREAS, the Board of Supervisors agrees to abide by the guidelines set forth in the Agreement

NOW BE IT RESOLVED that the Board of Supervisors authorizes its member of the Southeast Iowa Contracting Consortium Board of Directors to act on the Board of Supervisors to continue Mahaska County's involvement in the Southeast Iowa Consortium 28E Agreement as presented and approved by the Southeast Iowa Contracting Consortium Board of Directors for the year July 1, 2004 until June 30, 2006.

AUTHORIZED BY THE MAHASKA COUNTY BOARD OF SUPERVISORS ON THIS THE 3rd DAY OF May 2004.

Signed by:  
s/Lawrence Rouw \_\_\_\_\_  
Chair, Mahaska County Board of Supervisors

Attested by:  
s/Kay Swanson \_\_\_\_\_  
Auditor, Mahaska County

Joleen Arnold, Mahaska County CPC will talk to Country Life and New Directions about joining the CRIS System.

It was moved by Rouw seconded by Gordy to require that COC join back into the 28E Consortium Agreement effective June 30, 2004. All present voted aye. Motion carried.

The matter of the Law Enforcement Union contract was tabled till next meeting.

It was moved by Gordy seconded by VanWeelden to approve assistance with cleanup days in Cedar on May 14, and Rose Hill on May 21<sup>st</sup>. All present voted aye. Motion carried.

Class C Roads were discussed about the matter of replacing the gates. Engineer will replace them once then will be the responsibility of landowner.

It was moved by Gordy seconded by VanWeelden to approve the agreement for use of federal bridge funds for a bridge over a branch of Buck Creek near the N ¼ Cor. Sec5-Twp. 77-Range 15. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the request of the Engineer to purchase Navcom GPS Survey System from Eagle Point Company of Dubuque and a computer for the program. All present voted aye. Motion carried.

The board discussed the purchase of a Gator Mower with the engineer. The engineer will see if they can get one for testing.

During the work session with the engineer the following items were discussed.  
Eveland Access bridge replacement or repair  
Water running over the road in Madison Twp.

It was moved by VanWeelden seconded by Gordy to adjourn. All present voted aye. Motion carried.

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Lawrence Rouw, Chairman  
Mahaska County Board of Supervisors

ATTEST: \_\_\_\_\_  
Kay Swanson, Mahaska County Auditor