

**December 17, 2007**

The Mahaska County Board of Supervisors met in regular session at 9:00 a.m. on the above date in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman – Lawrence Rouw; vice chairman – Henry W. VanWeelden; and member – Greg Gordy. Also present were the following: Joleen Arnold, Mahaska County CPC; Michael Gipple, Mahaska County Conservation Director; Miranda Johnson, Mahaska County Agricultural & Rural Development Committee; Sone Scott; Mahaska County Treasurer; Paul DeGeest, Mahaska County Sheriff; Jon Swanson, Attorney with Gaudineer; Comito & George, L.L.P; Jerome Nusbaum, Mahaska County Engineer and Kay Swanson, Mahaska County Auditor. This meeting was filmed by Communication Research Institute of William Penn University.

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

It was moved by VanWeelden seconded by Gordy to approve the agenda with the addition of update on the security system for courthouse and part time employee in the Sheriff's department. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the minutes of December 3<sup>rd</sup> and 10<sup>th</sup>. All present voted aye. Motion carried.

Miranda Johnson from Mahaska County Agricultural and Rural Development Committee gave the board her reports for November and December.

It was moved by VanWeelden seconded by Gordy to approve the request of Joleen Arnold, Mahaska County CPC to approve the Agreements to Provide Mental Health Services and Substance Abuse Services from Ottumwa Regional Health Center effective December 1, 2007 thru November 30, 2008. All present voted aye. Motion carried.

**AGREEMENT TO PROVIDE MENTAL HEALTH (CHAPTER. 229) SERVICES**

Between

Ottumwa Regional Health Center, Inc.

and

Mahaska County Board of Supervisors

This Agreement is made, executed and entered into this 21<sup>st</sup> day of November, 2007 for and in consideration of the covenants contained hereinafter.

This Agreement shall commence by and between Ottumwa Regional Health Center, Inc., an Iowa not-for-profit corporation hereinafter referred to as "Hospital", located at 1001 Pennsylvania Ave., Ottumwa, IA 52501, and Mahaska County, an Iowa County, hereinafter referred to as "County".

WHEREAS, Hospital is a "Private Hospital" as defined in subsection 229.1(9), 1999 Code of Iowa, as amended, and provides care to individuals suffering from "mental illness" as defined by subsection 229.1(7), id; and

WHEREAS, County experiences from time to time circumstances and situations where individuals suffering from mental illness are subject to involuntary commitment or treatment procedures as set out in Chapter 229, hereinafter "statute"; and

WHEREAS, at times said individuals are taken into immediate custody and as a result of a court finding of probable cause the court believes that said individual is seriously mentally impaired or suffering from a serious mental impairment and an order is entered pursuant to Section 229.11, directing individuals to be taken by the Sheriff to the hospital to be detained at said hospital for evaluation and report until commitment hearing; and

WHEREAS, County is desirous of using Hospital as the facility to hold and detain its said individuals for the purpose of making evaluations and reports and until the time of the commitment hearing; and

WHEREAS, Hospital is desirous of providing these services to County; and

WHEREAS, the parties intend by this Agreement, and all provisions contained herein should be so interpreted, to comply with all applicable provisions of state and federal laws, rules and regulations relating to such arrangements including, but not limited to, Stark I & 11, the Anti-Kickback Statutes, the Intermediate Sanctions Statutes and the Fraud and Abuse Statutes to the best of their ability.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the parties agree as follows:

ARTICLE 1  
RESPONSIBILITIES OF HOSPITAL

1.1 Upon delivery to Hospital by the County Sheriff, or other appropriate law enforcement agency or official, of a individual as directed by written court order, or verbal court order from judge or judge's representative, as provided in Iowa Code Chapter 229, Hospital agrees to detain and hold said individual for the period of time set out in said order, said time of detention being no greater than the periods of time as set out in Section 229.11.

1.2 Upon admission, Hospital agrees to do those pre-screening or pre-authorizations required for Hospital reimbursement from the consumer's public or private health insurance provider.

1.3 Hospital agrees that during the period of its holding of said individual to provide such treatment as is necessary to preserve the individual's life or to appropriately control the individual's behavior which is likely to result in physical injury to the individual or

others if allowed to continue and such other treatment as is deemed appropriate by the Hospital medical staff (physician in charge or designee).

1.4 Hospital will perform such pre-commitment hearing evaluations and complete the Physician Report of Examination as may be required by statute and provide the reports to the Court and the individual County Central Point of Coordination (CPC) Administrator.

1.5 Hospital will notify County CPC offices, either via telephone, facsimile, or email, within twenty-four (24) hours of the court ordered admission of any individual. It is mutually agreed that Hospital will provide, when available, the individual's name, address, social security number and date of birth.

1.6 Hospital will assist with completion of a CPC application on each individual admitted and submit it to the CPC offices before the individual's discharge from Hospital. Hospital agrees to use its best effort to provide the CPC application and History and Physical report within 48 hours after patient is admitted. Hospital will provide a Discharge Summary Report as soon as reasonably practical after discharge.

1.7 Hospital will conduct pre-screenings for "potentially" eligible individuals as needed and assist them in completing and submitting applications that may be required by Department of Human Services, hereinafter DHS. Hospital shall not be responsible for delivery of other applications for financial assistance or for patient's failure to pursue such applications. It is mutually agreed, however, that Hospital will inform patient prior to discharge from Hospital that patient must contact DHS as soon as possible after discharge to complete and submit applications to verify eligibility for Title XIX or other applicable government programs as described in Section 2.8 below. Hospital further agrees to inform patient that patient's failure to complete and submit eligibility applications to DHS may result in patient being personally liable for all Hospital expenses.

1.8 Hospital agrees to notify County when applications to the following programs have been submitted to DHS:

- a) individuals less than 21 years of age;
- b) individuals eligible for the Family Investment Program (FIP); and
- c) individuals eligible for the Medically Needed Program.

1.9 Hospital agrees to bill any health insurance company or other third party payer, including Medicare or Medicaid, before billing County. If Hospital receives payment from any third party payer, County will be billed only for the difference between the amount paid by the third party payer and amount agreed to under the terms of this Agreement. In instances where law prohibits the billing of the responsible County or Consumer for any balance, Hospital agrees not to bill County or Consumer. Hospital agrees to submit bills to County no later than sixty (60) days subsequent to the commitment hearing or no later than sixty (60) days of receiving final insurance payment or final denial of claim.

1.10 Hospital will submit a single facility and a physician bill to County for individuals who are court ordered for assessment under a dual committal (i.e. Chapter 229.13 and 125.83). When a dual committal is filed, County agrees that for those individuals offered services primarily on the Mental Health Unit, billing will be in accordance with this contract established under Chapter 229. County agrees that for individuals provided services primarily on the Family Recovery Unit, billing will be in accordance with the contract established under Chapter 125.

1.11 Hospital reserves the right to refuse the taking and holding of any individual when Hospital, in its sole discretion, determines that it cannot provide the services or due to the individual's behavior or mental or physical condition. In the instance where said individual is accepted by Hospital, Hospital reserves the right to transfer said individual to another facility, subject to the provisions of EMTALA. Hospital agrees to notify the CPC, either via telephone, facsimile, or email, of the transfer as soon as reasonably practical.

1.12 Hospital assumes no responsibility for individual following the return of said individual to County for the commitment hearing, and thereafter, or after transfer as set out herein above. However, the parties agree to negotiate in good-faith additional payment by County for any additional Court ordered services provided by Hospital should the Court order the individual to return to Hospital, or if the individual must remain at Hospital until a "state" bed is available.

## ARTICLE 2 RESPONSIBILITIES OF COUNTY

2.1 County agrees to cooperate with Hospital in transferring individual to another facility if Hospital cannot provide the services or is not able to do so due to the individual's behavior or mental or physical condition.

2.2 CPC Administrator will use all means at its disposal to determine legal settlement. CPC will collaborate with Hospital to define parameters for completion of CPC application and training for hospital Staff,

2.3 County will reimburse Hospital within 45 days of receipt of the bill for those individuals who are legally settled in that County. CPC agrees to notify Hospital as soon as reasonably practical the status of pending determination of legal settlement for any account not paid within 45 days of receipt of the bill.

## ARTICLE 3 TERM AND TERMINATION

3.1 The term of this Agreement shall be from December 1,2007 through November 30,2008, unless extended in writing by the parties.

3.2 Either party may terminate this Agreement at any time upon not less than sixty (60) days prior written notice to the other party specifying the date on which termination will be effective.

ARTICLE 4  
FEES AND BILLING

4.1 See Attachment A.

ARTICLE 5  
PRICE ADJUSTMENT

5.1 Hospital reserves the right to renegotiate prices hereunder by giving sixty (60) days prior written notice.

ARTICLE 6  
BUSINESS RECORDS RETENTION AND AVAILABILITY

6.1 County agrees to make books and records available, and to require any subcontractor to make books and records available, upon request of the Secretary of Health and Human Services or the Comptroller General of the United States for up to four (4) years following the furnishing of services under this Agreement pursuant to 1861(v)(l)(I) of the Social Security Act.

6.2 The availability of the party's books, documents, and records shall be subject at all times to all applicable legal requirements, without limitation. These provisions shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

ARTICLE 7  
CONFIDENTIALITY

7.1 Disclosure. The parties mutually agree to hold in confidence and otherwise not disclose to anyone, other than authorized employees and representatives of Hospital and County and others as may be required by law, all documents, records, data and information obtained pursuant to the terms of this Agreement as well as information which either party has access to and which constitutes confidential information. The parties agree to take reasonable precautions to prevent the disclosure of all confidential information without written consent during or after the term of the Agreement. In the event that a change of law requires additional confidentiality provisions be put in place for this arrangement, the parties agree to execute such a revised Agreement in order to comply with the new rules and regulations.

7.2 Patient Information. Neither County nor any County Staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital patient. County and County Staff shall comply with all federal and state laws and regulations and all bylaws, rules, regulations, and policies of Hospital

regarding the confidentiality of such information. County acknowledges that in receiving or otherwise dealing with any records or information of the identity, diagnosis, prognosis, or treatment of persons which are maintained in connection with the provision of substance abuse treatment services are confidential, consistent with the requirements of section 125.37, Iowa Code, and with federal confidentiality regulations authorized by the Drug Abuse Office and Treatment Act, 21 U.S.C. sec. 1175 (1976), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act, 42, U.S.C. sec. 4582 (1976) and the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

ARTICLE 8  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996  
(HIPAA)

8.1 HIPAA Compliance. The parties agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, subtitle F, Public Law 104-191, Section 261, et seq., ("HIPAA") and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 142 (the "Federal Security Regulations"). The parties agree not to use or further disclose any Protected Health Information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. The parties agree to implement appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement. County will promptly report to Hospital any use or disclosure of a patient's Protected Health Information not provided for by this Agreement or in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which County becomes aware. In the event County contracts with any agents to whom County provides a patient's Protected Health Information, County agrees to include provisions in such agreements whereby the County and agent agree to the same restrictions and conditions that apply to County with respect to such patient's Protected Health Information. County will make its internal practices, books, and records relating to the use and disclosure of a patient's Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations. Notwithstanding the foregoing, no attorney-Hospital, accountant-Hospital, or other legal privilege shall be deemed waived by County or Hospital by virtue of this Subparagraph.

8.2 Business Associate Agreement (BAA). The parties mutually agree that HIPAA and the federal HIPAA privacy regulations at 45 C.F.R. parts 160 and 164, and other rules promulgated hereunder, require certain entities to place provisions in their agreements with third parties who come into contact with certain patient health

information in order to assure the protection of Protected Health Information. The parties further agree to enter into a BAA agreement pursuant to the requirements of HIPAA if it is determined that it is in their respective interests to do so.

8.3 Survival. These provisions shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

## ARTICLE 9 HOSPITAL COMPLIANCE PROGRAM

9.1 County agrees to conduct all business transactions, which occur pursuant to this Agreement, in accordance with Hospital's Compliance Program. County agrees to cooperate to the fullest extent possible in the event that any federal or state governmental entity or regulatory agency, other healthcare provider accrediting bodies, or any other third party payer investigation, review or audit related to the terms of this Agreement. Whenever either party becomes aware of a potential violation(s) of Hospital's Compliance Program, said party will notify the other party as soon as practical to remedy said non-compliance.

## ARTICLE 10 QUALITY ASSURANCE

10.1 Hospital agrees to cooperate with County's agent, Iowa Foundation for Medical Care (IFMC), and provide all necessary assistance during IFMC's annual quality assurance review of County's commitment cases. County agrees to provide Hospital, in a timely manner, a list of cases to be reviewed and Hospital agrees to make available to IFMC relevant treatment records.

## ARTICLE 11 RESOLUTION OF DISPUTES

11.1 Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Ottumwa, Iowa, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The Arbitration obligation contained herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

## ARTICLE 12 ASSIGNMENT

12.1 County shall not assign or transfer, in whole or in part, this Agreement or any of County's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by County without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

ARTICLE 13  
EFFECT OF NEW STATUTES AND REGULATIONS AND CHANGE OF  
CONDITIONS

13.1 The parties agree to re-negotiate this Agreement if either party would be materially adversely affected by continued performance as a result of a change in laws or regulations., a requirement that one party comply with an existing law or regulation contrary to the other party's prior reasonable understanding. The party affected must promptly notify the other party of the change or required compliance and its desire to re-negotiate the Agreement. If a new Agreement not executed within thirty (30) days of receipt of the re-negotiation notice, the party adversely affected shall have the right to terminate this Agreement.

ARTICLE 14  
DEFENSE COOPERATION

14.1 The parties may, from time to time, be faced with certain legal issues, actions, or claims arising from or relating to its services under this Agreement. Each party recognizes the value of cooperating with the other in good faith when such issues, actions or claims arise, to the extent that such cooperation does not violate any applicable laws, result in a breach of any insurance policy or breach any confidentiality or privilege. Each party agrees to notify the other within ten (10) business days of receipt of any lawsuits, claims, regulatory actions or notices of intent to file a lawsuit based in any part on the services provided under this Agreement. Each party agrees to provide the other party with any and all information it possesses which is necessary to the other party's defense in litigation arising under this Agreement and which is not reasonably available from another source, or subject to laws of confidentiality, attorney- client privilege and work product. The parties mutually agree to cooperate in good faith, using their best efforts, to address risk management and claims-handling issues in a manner that strongly encourages full cooperation between the parties.

ARTICLE 15  
FORCE MAJEURE

15.1 Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, storms, strikes, riots, fires, or acts of God.

ARTICLE 16  
NOTICES

16.1 Notices given pursuant to this Agreement shall be in writing and shall be deemed given when individually delivered or when deposited in the U.S. mail, sent by registered or certified mail, or by overnight mail services, to the parties.

A. Notices to Hospital shall be directed to Ottumwa Regional Health Center, Attn: CEO, 1001 Pennsylvania Ave., Ottumwa, IA 52501.

B. Notices to County shall be directed to: Mahaska County CPC, Mahaska County Courthouse, Box #3, 117 High Ave. East, Oskaloosa, IA 52577.

ARTICLE 17  
MISCELLANEOUS PROVISIONS

17.1 The parties agree that this is the complete and exclusive Agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

17.2 The individuals signing this Agreement warrant they have full authority to do so and that their signatures shall bind the parties for which they sign.

17.3 Neither party shall use the names, trademarks, or service marks of the other party in any publicity, public announcement, advertising, or promotion, except as provided for by law, without the express written approval of the other party.

17.4 In any case one or more of the provisions Contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

17.5 This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Iowa. Words and phrases herein shall be given their appropriate meaning as to gender and number as required by the contract. The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

17.6 The failure of either party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision or of any other provision.

IN WITNESS THEREOF the parties have executed this Agreement as of the dates set out herein.

OTTUMWA REGIONAL HEALTH CENTER, INC

BOARD OF SUPERVISORS  
MAHASKA COUNTY. IOWA

By: s/.Sheryl Tilus\_\_\_\_\_

s/ Lawrence Rouw \_\_\_\_\_

CNO

Chairman

AGREEMENT TO PROVIDE SUBSTANCE ABUSE (CHAPTER 125) SERVICES  
Between  
Ottumwa Regional Health Center, Inc.  
and  
Mahaska County Board of Supervisors

This Agreement is made, executed and entered into this 21st day of November, 2007 for and in consideration of the covenants contained hereinafter.

This Agreement shall commence by and between Ottumwa Regional Health Center, Inc., an Iowa non-profit corporation hereinafter referred to as "Hospital", located at 1001 Pennsylvania Ave., Ottumwa, IA 52501, and Mahaska County, an Iowa County, hereinafter referred to as "County".

WHEREAS, Hospital is a "Private Hospital" as defined in subsection 125.2(9), 1999 Code of Iowa, as amended, and provides detoxification services and the care, maintenance and treatment of substance abusers as defined by subsection 125.2(17), and "Chronic Substance Abusers" as defined by subsection 125.2(4); and

WHEREAS, County experiences from time to time circumstances and situations where individuals suffering from substance abuse are subject to involuntary commitment or treatment procedures as set out in Division V of Chapter 125, hereinafter "statute"; and

WHEREAS, at times said individuals are taken into immediate custody and as a result of a court finding of probable cause the court believes that said individual is a chronic substance abuser and an order is entered pursuant to Section 125.81 directing individuals to be taken by the Sheriff to the hospital to be detained at a hospital for evaluation and report until commitment hearing; and

WHEREAS, County is desirous of using Hospital as the facility to hold and detain its said individuals for the purpose of making evaluations and reports and until the time of the commitment hearing; and

WHEREAS, Hospital is desirous of providing these services to County; and

WHEREAS, the parties intend by this Agreement, and all provisions contained herein should be so interpreted, to comply with all applicable provisions of state and federal laws, rules and regulations relating to such arrangements including, but not limited to, Stark I & 11, the Anti-Kickback Statutes, the Intermediate Sanctions Statutes and the Fraud and Abuse Statutes to the best of their ability.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the parties agree as follows:

ARTICLE 1  
RESPONSIBILITIES OF HOSPITAL

1.1 Upon delivery to Hospital by the County Sheriff, or other appropriate law enforcement agency or official, of an individual as directed by written court order, or verbal order from judge or judge's representative, as provided in Iowa Code Chapter 125, Hospital agrees to detain and hold said individual for the period of time set out in said order, said time of detention being no greater than the periods of time as set out in Section 125.81 or 125.88, whichever is greater.

1.2 Upon admission, Hospital agrees to do those pre-screenings or pre-authorizations required for Hospital reimbursement from the consumer's public or private health insurance provider.

1.3 Hospital agrees that during the period of its holding of said individual to provide such treatment. As is necessary to preserve the individual's life or to appropriately control the individual's behavior which is likely to result in physical injury to the individual or others if allowed to continue and such other treatment as is deemed appropriate by the Hospital medical staff (physician in charge or designee).

1.4 Hospital will perform such pre-commitment hearing evaluations and complete the Physician Report of Examination as may be required by statute. Said evaluations and report will be provided to the Court and the individual County Central Point of Coordination (CPC) Administrator.

1.5 Hospital will notify County CPC offices, either via telephone, facsimile or email, within twenty-four (24) hours of the court ordered admission of any individual. It is mutually agreed that Hospital will provide the individual's name, address, social security number and date of birth.

1.6 Hospital will assist with completion of a CPC application on each individual admitted and submit it to the CPC offices before the individual's discharge from Hospital. Hospital agrees to use its best effort to provide the CPC application and History and Physical report within 48 hours after patient is admitted. Hospital will provide a Discharge Summary Report as soon as reasonably practical after discharge.

1.7 Hospital will conduct pre-screenings for "potentially" eligible individuals as needed and assist them in completing and submitting applications that may be required by Department of Human Services, hereinafter DHS. Hospital shall not be responsible for delivery of other applications for financial assistance or for patient's failure to pursue such applications. It is mutually agreed, however, that Hospital will inform patient prior to discharge from Hospital that patient must contact DHS as soon as possible after discharge to complete and submit applications to verify eligibility for Title XIX or other applicable government programs as described in Section 2.8 below. Hospital further

agrees to inform patient that patient's failure to complete and submit eligibility applications to DHS may result in patient being personally liable for all Hospital expenses.

1.8 Hospital agrees to notify County when applications to the following programs have been submitted to DHS:

- a) individuals less than 21 years of age;
- b) individuals eligible for the Family Investment Program (FIP); and
- c) individuals eligible for the Medically Needed Program.

1.9 Hospital agrees to bill any health insurance company or other third party payer, including Medicare or Medicaid, before billing County. If Hospital receives payment from any third party payer, County will be billed only for the difference between the amount paid by the third party payer and amount agreed to under the terms of this Agreement. In instances where law prohibits the billing of the responsible County or Consumer for any balance, Hospital agrees not to bill. County or Consumer. Hospital agrees to submit bills to County no later than sixty (60) days subsequent to the commitment hearing or no later than sixty (60) days of receiving final insurance payment.

1.10 Hospital will submit a single facility and a physician bill to County for individuals who are court ordered for assessment under a dual committal (i.e. Chapter 229.13 and 125.83). When a dual committal is filed, County agrees that for those individuals offered services primarily on the Mental Health Unit, billing will be in accordance with this contract established under Chapter 229. County agrees that for individuals provided services primarily on the Family Recovery Unit, billing will be in accordance with the contract established under Chapter 125.

1.11 Hospital reserves the right to refuse the taking and holding of any individual when Hospital, in its sole discretion, determines that it cannot provide the services or due to the individual's behavior or mental or physical condition. In the instance where said individual is accepted by Hospital, Hospital reserves the right to transfer said individual to another facility, subject to the provisions of EMTALA. Hospital agrees to notify the CPC, either via telephone, facsimile, or email, of the transfer as soon as reasonably practical.

1.12 Hospital assumes no responsibility for individual following the return of said individual to County for the commitment hearing, and thereafter, or after transfer as set out herein above. However, the parties agree to negotiate in good-faith additional payment by County for any additional Court ordered services provided by Hospital should the Court order the individual to return to Hospital, or if the individual must remain at Hospital until a "state" bed is available.

## ARTICLE 2 RESPONSIBILITIES OF COUNTY

- 2.1 County agrees to cooperate with Hospital in transferring individual to another facility if Hospital cannot provide the services or is not able to do so due to the individual's behavior or mental or physical condition.
- 2.2 CPC Administrator will use all means at its disposal to determine legal settlement. CPC will collaborate with Hospital to define parameters for completion of CPC application and training for hospital staff.
- 2.3 County will reimburse Hospital within 45 days of receipt of the bill for those individuals who are legally settled in that County. CPC agrees to notify Hospital as soon as reasonably practical the status of pending determination of legal settlement for any account not paid within 45 days of receipt of the bill.

ARTICLE 3  
TERM AND TERMINATION

- 3.1 The term of this Agreement shall be from December 1, 2007 through November 30, 2008, unless extended in writing by the parties.
- 3.2 Either party may terminate this Agreement at any time, without cause, upon not less than sixty (60) days prior written notice to the other party specifying the date on which termination will be effective.

ARTICLE 4  
FEES AND BILLING

- 4.1 See Attachment A.

ARTICLE 5  
PRICE ADJUSTMENT

- 5.1 Hospital reserves the right to renegotiate prices hereunder by giving sixty (60) days prior written notice.

ARTICLE 6  
BUSINESS RECORDS RETENTION AND AVAILABILITY

- 6.1 County agrees to make books and records available, and to require any subcontractor to make books and records available, upon request of the Secretary of Health and Human Services or the Comptroller General of the United States for up to four (4) years following the furnishing of services under this Agreement pursuant to § 1861 (v)(1)(I) of the Social Security Act.
- 6.2 The availability of the party's books, documents, and records shall be subject at all times to all applicable legal requirements, without limitation. These provisions shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

ARTICLE 7

## CONFIDENTIALITY

7.1 Disclosure. The parties mutually agree to hold in confidence and otherwise not disclose to anyone, other than authorized employees and representatives of Hospital and County and others as may be required by law, all documents, records, data and information obtained pursuant to the terms of this Agreement as well as information which either party has access to and which constitutes confidential information. The parties agree to take reasonable precautions to prevent the disclosure of all confidential information without written consent during or after the term of the Agreement. In the event that a change of law requires additional confidentiality provisions be put in place for this arrangement, the parties agree to execute such a revised Agreement in order to comply with the new rules and regulations.

7.2 Patient Information. Neither County nor any County Staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital patient. County and County Staff shall comply with all federal and state laws and regulations and all bylaws, rules, regulations, and policies of Hospital regarding the confidentiality of such information. County acknowledges that in receiving or otherwise dealing with any records or information of the identity, diagnosis, prognosis, or treatment of persons which are maintained in connection with the provision of substance abuse treatment services are confidential, consistent with the requirements of section 125.37, Iowa Code, and with federal confidentiality regulations authorized by the Drug Abuse Office and Treatment Act, 21 U.S.C. sec. 1175 (1976), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act, 42, U.S.C. sec. 4582 (1976) and the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

## ARTICLE 8

### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

8.1 HIPAA Compliance. The parties agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, subtitle F, Public Law 104-191, Section 261, et seq. , ("HIPAA") and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 142 (the "Federal Security Regulations"). The parties agree not to use or further disclose any Protected Health Information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. The parties agree to implement appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement. County will promptly report to Hospital any use or disclosure of a patient's Protected Health Information not provided

for by this Agreement or in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which County becomes aware. In the event County contracts with any agents to whom County provides a patient's Protected Health Information, County agrees to include provisions in such agreements whereby the County and agent agree to the same restrictions and conditions that apply to County with respect to such patient's Protected Health Information. County will make its internal practices, books, and records relating to the use and disclosure of a patient's Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations. Notwithstanding the foregoing, no attorney-Hospital, accountant-Hospital, or other legal privilege shall be deemed waived by County or Hospital by virtue of this Subparagraph.

8.2 Business Associate Agreement (BAA). The parties mutually agree that HIPAA and the federal HIPAA privacy regulations at 45 C.F.R. parts 160 and 164, and other rules promulgated hereunder, require certain entities to place provisions in their agreements with third parties who come into contact with certain patient health information in order to assure the protection of Protected Health Information. The parties further agree to enter into a BAA agreement pursuant to the requirements of HIPAA if it is determined that it is in their respective interests to do so.

8.3 Survival. These provisions shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

## ARTICLE 9 HOSPITAL COMPLIANCE PROGRAM

9.1 County agrees to conduct all business transactions, which occur pursuant to this Agreement, in accordance with Hospital's Compliance Program. County agrees to cooperate to the fullest extent possible in the event that any federal or state governmental entity or regulatory agency, other healthcare provider accrediting bodies, or any other third party payer investigation, review or audit related to the terms of this Agreement. Whenever either party becomes aware of a potential violation(s) of Hospital's Compliance Program, said party will notify the other party as soon as practical to remedy said non-compliance.

## ARTICLE 10 QUALITY ASSURANCE

10.1 Hospital agrees to cooperate with County's agent, Iowa Foundation for Medical Care (IFMC), and provide all necessary assistance during IFMC's annual quality assurance review of County's commitment cases. County agrees to provide Hospital, in a timely manner, a list of cases to be reviewed and Hospital agrees to make available to IFMC relevant treatment records.

## ARTICLE 11

## RESOLUTION OF DISPUTES

11.1 Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Ottumwa, Iowa, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The Arbitration obligation contained herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

## ARTICLE 12 ASSIGNMENT

12.1 County shall not assign or transfer, in whole or in part, this Agreement or any of County's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by County without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

## ARTICLE 13 EFFECT OF NEW STATUTES AND REGULATIONS AND CHANGE OF CONDITIONS

13.1 The parties agree to re-negotiate this Agreement if either party would be materially adversely performance as a result of a change in laws or regulations, a requirement that one party comply with an existing law or regulation contrary to the other party's prior reasonable understanding. The party affected must promptly notify the other party of the change or required compliance and its desire to re-negotiate the Agreement. If a new Agreement not executed within thirty (30) days of receipt of the re-negotiation notice, the party adversely affected shall have the right to terminate this Agreement.

## ARTICLE 14 DEFENSE COOPERATION

14.1 The parties may, from time to time, be faced with certain legal issues, actions, or claims arising from or relating to its services under this Agreement. Each party recognizes the value of cooperating with the other in good faith when such issues, actions or claims arise, to the extent that such cooperation does not violate any applicable laws, result in a breach of any insurance policy or breach any confidentiality or privilege. Each party agrees to notify the other within ten (10) business days of receipt of any lawsuits, claims, regulatory actions or notices of intent to file a lawsuit based in any part on the services provided under this Agreement. Each party agrees to provide the other party with any and all information it possesses which is necessary to the other party's defense in

litigation arising under this Agreement and which is not reasonably available from another source, or subject to laws of confidentiality, attorney-client privilege and work product. The parties mutually agree to cooperate in good faith, using their best efforts, to address risk management and claims-handling issues in a manner that strongly encourages full cooperation between the parties.

#### ARTICLE 15 FORCE MAJEURE

15.1 Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, storms, strikes, riots, fires, or acts of God.

#### ARTICLE 16 NOTICES

16.1 Notices given pursuant to this Agreement shall be in writing and shall be deemed given when individually delivered or when deposited in the U.S. mail, sent by registered or certified mail, or by overnight mail services, to the parties.

A. Notices to Hospital- shall be directed to Ottumwa Regional Health Center, Attn: CEO, 1001 Pennsylvania Ave., Ottumwa, IA 52501

B. Notices to County shall be directed to: Mahaska County CPC, Mahaska County Courthouse, Box #3, 117 High Ave. East, Oskaloosa, IA 52577

#### ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1 The parties agree that this is the complete and exclusive Agreement between the parties, which supersedes all proposals, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

17.2 The individuals signing this Agreement warrant they have full authority to do so and that their signatures shall bind the parties for which they sign.

17.3 Neither party shall use the names, trademarks, or service marks of the other party in any publicity, public announcement, advertising, or promotion, except as provided for by law, without the express written approval of the other party.

17.4 In any case one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

17.5 This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Iowa. Words

and phrases herein shall be given their appropriate meaning as to gender and number as required by the contract. The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

17.6 The failure of either party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision or of any other provision.

IN WITNESS THEREOF the parties have executed this Agreement as of the dates set out herein.

OTTUMWA REGIONAL HEALTH CENTER, INC

By: s/Sheryl Tilus  
Title: CNO

BOARD OF SUPERVISORS  
MAHASKA COUNTY, IOWA  
s/ Lawrence Rouw  
Chairman

It was moved by Gordy seconded by VanWeelden to a send letter to notify Becky Siefering landlord for the offices currently occupied by the CPC office at 117 High Avenue East that beginning March 1, 2008 we would be renting on a month to month basis. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to accept the resignation letter from Judy Stone employee in the Treasurer's Auto Department effective December 31, 2007. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the request of the Treasurer to place Nicole Edgeman on the payroll as a full time employee in the Auto Department beginning January 2, 2008 at 60% of the Treasurers salary. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the request of the Treasurer to change Deputy Terri Haworth from 70% to 74% effective January 1, 2008 as head supervisor in the Auto Department of the Treasurer's Office. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the request of the Treasurer to increase Tracey Gilliland from a 60% to a 67% deputy effective January 1, 2008. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the request of the Treasurer to increase Michelle VanWyk from a 60% to 63% deputy effective January 1, 2008. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the following 28E agreement with University Park and the Sheriff's Department. All present voted aye. Motion carried.

## 28E AGREEMENT

This Agreement, entered into by and between the Town of University Park, Iowa, a municipal corporation, hereinafter called "the Town", and Mahaska County, Iowa, a political subdivision, hereinafter called "the County", is duly authorized by Chapter 28E of the Code of Iowa.

The Town desires to have law enforcement services and the County, through the Office of the Sheriff, has the manpower and equipment necessary to provide said services.

Therefore, the said Town and County, in a spirit of cooperation between these public agencies, agree with each other under the following terms and conditions as follows:

1. The County shall provide, through the Office of the Sheriff, law enforcement services and all men and equipment necessary therefore to said Town.
2. The said law enforcement services shall consist of patrol and traffic enforcement which shall be provided to said Town for a minimum of eight hours per week.
3. The Town shall pay the County the sum of \$3,981.00 per year as reimbursement for expenses in relation to carrying out this Agreement.
4. The major portion of payment for said service shall be through the town purchasing equipment for the office of the Sheriff and receiving credit for the cost thereof. The said equipment shall be selected and approved in advance by the Sheriff Any balance shall be paid to the General Fund of the County.
5. The duration of this Agreement shall be for one year and neither party may terminate it without the express written permission of the other party.
6. The Agreement shall commence on the 1<sup>st</sup> day of July, 2007.
7. This Agreement shall be supervised by the Mayor and Council of the Town and Sheriff of the County.
8. In accordance with Section 28E.7 of the Code of Iowa, 2007, this Agreement does not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by any contracting party hereto, said performance may be offered in satisfaction of the obligation or responsibility.
9. The Town shall file a copy of this Agreement with the Secretary of the State and cause a copy hereof to be recorded with the County Recorder.
10. The provisions of Chapter 573A of the Code of Iowa, 2007, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 4<sup>th</sup> of December , 2007

ATTEST:

/s/Pamela Watts  
City Clerk

TOWN OF UNIVERSITY PARK  
A Municipal Corporation  
Richard D. Watts  
Mayor

ATTEST:

s/Kay Swanson  
County Auditor

APPROVED:

S/ Paul R. DeGeest  
Sheriff

County of Mahaska, Iowa  
A Political Subdivision  
Lawrence Rouw  
Chairman

The sheriff has gotten a quote from Racom for the security at the courthouse and will bring it back to the board on January 2, 2008.

The sheriff discussed the possibility of hiring a part time employee for serving civil papers. He will bring a proposal to the January 2, 2008 board meeting.

It was moved by Gordy seconded by VanWeelden to approve the request of the Mahaska County Conservation Board to reappoint Peggy Wright to a five year term on the Mahaska County Conservation Board. All present voted aye. Motion carried.

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

#### RESOLUTION NO.

Pertaining to the use of Secondary Roads in Mahaska County, Iowa by RAGBRAI and by cyclists in general.

WHEREAS, the Register's Annual Great Bike Ride Across Iowa (RAGBRAI) is a unique event that draws thousands of visitors to Iowa annually and promotes Iowa tourism; and

WHEREAS, biking in general is an excellent form of exercise enjoyed by millions of Americans, as well as a pollution-free form of transportation that should be encouraged; and

WHEREAS, secondary roads in Iowa are not designed or maintained to meet any specific standards related to bicycle travel; and

WHEREAS, the recent lawsuit against Crawford County involving the death of a RAGBRAI participant demonstrates the need to address the use of the county secondary road system by RAGBRAI and by cyclists in general; and

WHEREAS, the current situation has created an unacceptable exposure to future bicycle-related lawsuits against this County;

NOW THEREFORE, be it resolved by the Board of Supervisors that they respectfully request that the Iowa Legislature address this issue in 2008 on a statewide basis so that

the Board of Supervisors does not have to act at the local level to regulate the use by cyclists of secondary roads under the jurisdiction of the County.

Approved this 17<sup>th</sup> day of December, 2007

Mahaska COUNTY BOARD OF SUPERVISORS

s/ Lawrence Rouw

Chair

ATTEST: s/ Kay Swanson

County Auditor

The board did nothing about the matter of the Construction Evaluation Resolution.

The board discussed changes to the employee handbook with Jon Swanson of Gaudineer, Comito & George, L.L.P.. They will put it on the January 14<sup>th</sup> meeting agenda.

It was moved by VanWeelden seconded by Rouw to accept the offer from DOT to include asphalt on five side roads (50 ft) at County expense on highway 163 from Eddyville to Highway 92. Vote – two aye – one nay.

The engineer gave the board information on Bridge #236870.

The engineer gave the board information on a bridge that has been vandalized recently.

The engineer gave the board a list of projected equipment purchases for the next five years.

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